AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

October 28, 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 Pastor Nate Rodriguez of Infinite Center Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

Appoint a New Committee Member for the League of California Cities
Recommendation: Appoint a new committee member for the League of California Cities (CalCities).

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 March 3, 2025 Special Meeting (Workshop), March 11, 2025 City Council meetings, March 25, City Council meetings and October 14, 2025 City Council meetings.
Recommendation: Approve the meeting minutes for the March 3, 2025 Special Meeting (Workshop), March 11, 2025 City Council meetings, March 25, City Council meetings and October 14, 2025 City Council meetings.

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

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

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

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

6.6 Receive and File Police Department Statistics for the Month of September 2025.
Recommendation: Receive and file.

6.7 Acceptance of a Right-Of-Way Dedication for Road and Utility Purposes on APNs 534-283-009 and 534-283-010 on 818 and 836 Allen Street

Recommendation: Accept Right-Of-Way Dedication for Road and Utility Purposes on APNs 534-283-009 and 534-283-010 on 818 and 836 Allen Street

6.8 Accept as Complete the Highland Springs Avenue/San Gorgonio Memorial Hospital Bus Bays and Authorize 90% Reduction of the Improvement Bonds
Recommendation: Accept as complete the Highland Springs Avenue/San Gorgonio Memorial Hospital bus bays and authorize 90% reduction of the improvement bonds

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

6.10 Acceptance of Various Easements on APN 541-330-004 at 1350 Barbour Street
Recommendation: Accept Various Easements on APN 541-330-004 at 1350 Barbour Street and direct City Clerk to accept and record said easements.

6.11 Consideration of Resolution 2025-144, Awarding a Professional Services Agreement to ICF Incorporated, LLC for Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan in the Amount of $309,946 and Rejecting All Other Bids
Recommendation: Adopt Resolution 2025-144

6.12 Consideration of Resolution 2025-151, Authorizing the Department of Water Resources Urban and Multibenefit Grant Amendment No. 2, Acceptance, and Execution for the Meadow Lark Lane Water Improvements for Drought Relief Project.
Recommendation: Adopt Resolution 2025-151

6.13 Consideration of Resolution 2025-152 Approving a Professional Services Agreement with DTA for Development Impact Fee Auditing Services Related to Developer Credits for $250,000 for a 5-Year Term
Recommendation: Adopt Resolution 2025-152

6.14 Consideration of Resolution 2025-153, Amending the Classification and Compensation Plan, Position Title Change
Recommendation: Adopt Resolution 2025-153

6.15 Consideration of Resolution 2025-154, a Resolution of the City Council of the City of Banning Approving a License Agreement between the City of Banning and Kids Cures Foundation for the Use of the Art Welch Community Center located at 2041 Nicolet Street in Banning, California.
Recommendation: Adopt Resolution 2025-154

7. PUBLIC HEARINGS

7.1 Consideration of Resolution 2025-150, Approving a Tentative Tract Map Application (Case No. TTM 38408 / PLN 24-0148), Submitted by Tilak Chopra to Subdivide Two Parcels Totaling 2.83 Acres into Eleven Residential Lots Located South of George Street and West of Cherry Street in the Low Density Residential (LDR) Zone.
Recommendation:

Adopt Resolution 2025-150.

7.2 Consideration of Introduction and First Reading of Ordinance 1613: Adopting Amendments to the Banning Municipal Code, Chapters 8 and 15, to Incorporate the 2025 California Building Standards Codes with Local Amendments and the 2025 California Fire Code with Local Amendments
Recommendation: Waive full reading, direct the City Clerk to read by title only, introduce

Ordinance 1613:
"An ordinance of the City Council of the City of Banning, California, approving the adoption of the 2025 edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 1, 2, 2.5, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 with amendments and amending portions of Title 15 “Building and Construction,” repeal Chapter 8.16 (Fire Protection Code) and replace in Chapter 15.10 (Fire Code) with amendments, and adding Chapter 15.11 (Wildland-Urban Interface), and repealing Chapter 15.28 (Fire Districts) of the Banning Municipal Code.”

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-148, Approving the Short Range Transit Plan for Fiscal Year 2025/2026 – 2027/2028 and Authorizing the Submittal of the FY 2025/2026 Funding Claims
Recommendation: Adopt Resolution 2025-148

9. DISCUSSION/ACTION ITEMS

9.1 Discussion of Options and Obtain Direction regarding Citywide Landscape Maintenance Contracts
Recommendation: As requested by the City Council, discuss the three (3) different landscape maintenance contracts within the City with City Council and obtain direction on several options

9.2 Discuss Necessary Mitigation Required for the Sun Lakes Boulevard Extension Project
Recommendation: Provide concurrence to staff to proceed with the mitigation plan for the Sun Lakes Boulevard Extension Project

9.3 Discussion Regarding the Process Outlined in the City of Banning Manual of Procedural Guidelines for Adding Items to the Agenda
Recommendation: Discussion Regarding the Process Outlined in the City of Banning Manual of Procedural Guidelines for Adding Items to the Agenda

10. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
11.2 **EXISTING ITEMS**
1. Animal Control Facility Assessment (Flynn) January 2025
2. Emergency Preparedness (Barrington) January 2025
3. Contractor(s) to do Citywide Cleanup (Flynn) May 2025
4. Review and Update Council travel Policy (Flynn) May 2025
5. Streamline Procurement Policy (Flynn) August 2025
6. Comp. & Class Salaries (Royce) August 2025
7. LMD Alternative Sources (Royce) August 2025
8. Workshop to Discuss Homelessness (Royce) September 2025
9. Community Garden, Sun Lakes (Flynn) September 2025

11. ADJOURNMENT

Next Regular Meeting – November 12, 2025.

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

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

AFFIDAVIT • DECLARACIÓN JURADA

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

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

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Public Comment

Agenda Items

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

Non-Agenda Items

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

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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:	**Art Vela, Interim City Manager**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Appoint a New Committee Member for the League of California Cities**

RECOMMENDATION:

Appoint a new committee member for the League of California Cities (CalCities).

BACKGROUND:

Councilmember Cindy Barrington has resigned from her position as the primary committee member of CalCities for the City, thereby creating a vacancy. The City Council is encouraged to take action to appoint a member of the City Council to fill this vacancy in order to ensure the City remains represented.

JUSTIFICATION:

Filling this vacancy is important to maintain representation with CalCities.

FISCAL IMPACT:

None.

ALTERNATIVES:

Do not appoint. Councilmember Richard Royce is listed as the alternate member and can represent the City during CalCities events. There would be no back up to Councilmember Royce in the scenario that he cannot attend CalCities events.

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:	**October 28, 2025**
SUBJECT:	**Approval of the meeting minutes for the March 3, 2025 Special Meeting (Workshop), March 11, 2025 City Council meetings, March 25, City Council meetings and October 14, 2025 City Council meetings.**

RECOMMENDATION:

Approve the meeting minutes for the March 3, 2025 Special Meeting (Workshop), March 11, 2025 City Council meetings, March 25, City Council meetings and October 14, 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 03 03 _ City Council _ Workshop _ DRAFT.pdf
2. 2025 03 11 _ City Council _ Closed Session _ Draft.pdf
3. 2025 03 11 _ City Council _ Workshop _ Draft.pdf
4. 2025 03 11 _ City Council _ Regular Meeting _ Draft.pdf
5. 2025 03 25 _ City Council _ Closed Session _ Draft.pdf
6. 2025 03 25 _ City Council _ Workshop _ Draft.pdf

7. 2025 03 25 _ City Council _ Regular Meeting _ Draft.pdf
8. 2025 10 14 _City Council_Closed Session_DRAFT.pdf
9. 2025 10 14_City Council_Workshop_DRAFT.pdf
10. 2025 10 14 _City Council_Regular_DRAFT.pdf

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

March 3, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

1. CALL TO ORDER – 5:01 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*

Mario Carlos, A Banning resident and case manager for Opportunity Village expressed concerns about a grant impacting the population he serves. He urged the City Council to oppose the resolution, noting that the workshop was cut short and that Mayor Flynn raised important questions needing answers. He stressed the importance of careful consideration before committing to a $6.9 million grant and suggested holding the local advisory committee accountable, which could allow Faith in Action to participate. He also referred the council to the grant administration guide for future modifications.

Michelle Walters, resident of Banning, provided a summary of Proposition 47. She noted that she understood that there should have been a local advisory committee formed with various local

entities. She stated that inmates will be released regardless and asked City Council to vote in favor of the grant.

Inge Schuler, resident of Banning expressed concern about the difference between the homeless and inmate population encouraging there to be a separation. She noted that
Step on Second is in litigation and under accusation to pay back millions of dollars that have been misused. She asked City Council to reconsider the proposition.

Sue Savage, spoke on the Rialto population versus Banning's. She spoke on an organization named SWAG and the resources offered to enhance the support of the local police department. She summarized the goals, potential funding for SWAG and other cities such as Rialto who has seen success.

Ellis, resident of Banning expressed that she the grant was wrong for Banning and agreed with the past two speakers. She stated that the grant is for the largest prison in the County, not for the homeless population, stated it is scary, and each town should be held responsible for their own homeless population.

Eddie Estrada, Vice President of Step Up for the Inland Empire Region and spoke in favor of Proposition 47. He stated that Step Up is in good standing with the state of the federal government, serves numerous counties and has worked with the City of San Bernardino for approximately 2 years. He expressed that if there are no resources or a project there will be individuals released from the county jail system stuck, and that the project is meant to intervene before release and then upon released linked into the city where they originally come from. He stated that the benefit would be the 1 million dollars to maintain the project and to help beatify the city and without the project individual will still be released and stuck in the City of Banning. He reiterated that Step Up provides mental health services, chronic disease management, outreach program and 587 housing units. Estrada ended his comment by asking the council to not rescind the contract.

Dave Kieffer, pastor of Our Savior's Lutheran Church**,** stated that he was not sure what the hurry was in making the decision and asked for non-profit organizations to be involved. He reminisced on the homeless encampment east of the courthouse and how his faith community brought food/water, spoke to an officer. He stated it's difficult to separate the homeless and the purpose of the grant. Kieffer expressed the involvement with Opportunity Village and asked for a pause to be placed and went on the speak on getting involvement from local non-profit organizations.

John Higgins, resident of Banning, asked why if the programs are viable, there is no intervention while in custody and get them registered instead of dumping the individuals within the City of Banning. He stated that he believes the sheriff's department should transport releasees not from Banning should be released in Riverside and not dumped in a city that happens to have a jail facility. He stated that the positive comments come from organizations that are benefiting from the grant, but the programs serve as a magnet, drawing people with known problems. He went on to say that you cannot measure the success of a program based on helping 2 or 4 people out of 900.

Mike Volse, resident of Banning, stated that the legislature of California devised this program, and he has been involved in it directly. He mentored two of his best friends through the program successfully. He said that turning down the grant would be absurd, believing that it helps those who have made mistakes, aiding the population in getting back on their feet. He stated he has seen success from these programs as the prison system does not provide the help needed, expressed support for the Salvation Army's program, and if the grant is denied, young people who have made mistakes will be affected.

DRAFT

Bill Hobbs, resident of Banning, asked the city council to vote no on Proposition 47, stating that it would be a burden for an already short-staffed police department and would benefit outside organizations instead of residents. He expressed wanting the City of Banning to grow in a responsible direction, focusing on constituents and following examples such as the city of Rialto.

Keturah Chavez, a resident of Banning, expressed that the likely "no" vote is driven by personal vendettas rather than care for the city. She affirmed that rejecting the grant will harm the community's future, limit opportunities, and hurt the city and the residents. She asked for greater accountability and a more genuine representation of the city of Banning.

Kathleen Dale, a resident of Banning, said that the 6 million dollar grant is risky because it is based on reimbursements, and all of the expenses may not be covered as written and would only help a small fraction of people. She urged the council to either rework the grant or ensure all subcontractors, not the city, take on the financial risk.

Jack Gunderson, resident of Banning expressed the uncertainty of the grant and that it could leave the city financially responsible if the state of CA does not follow through. He questions whether Banning should focus on social services or bringing business in, suggesting the Sheriff's department handle returning people to their town of origin, and then urged the council to vote no on the proposition.

Luke Gregory addressed the City Council and emphasized the importance of making informed decisions. He expressed appreciation for the Council's efforts and shared his experiences of working with juveniles and highlighted the low success rates for rehab and the causes of said issues are long before incarceration. He asked Council to consider the funding and policies of the proposition and encouraged them to keep the community's benefit.

Juanita Diaz, resident of Banning, expressed the handling of Opportunity Village and the previous Council's complacency and the lack of questioning. She emphasized the importance of transparency, accountability, and genuine community involvement and wanting to help the homeless is not enough; the approach should be effective and well thought out. She stated that she wanted a better future for the community and continued complacency and poor decisions could make the situation worse.

Wanda Lucero, stated that not all inmates have minor offenses; she shared a personal example of someone in jail for a serious crime. She expressed that these individuals have repeated offenses and urged the council not to support the program, hoping that a vote against the proposition would avoid making a mistake for the community.

Chris Casterona, a resident of Banning, provided history on Larry D. Smith Correctional Facility and the impact it has on the community. He pointed out that, despite crime rates being low, the media can sensationalize the issues. He also highlighted the need for better resources and support for those who are affected by substance abuse and mental health issues to reduce recidivism. He asked for a more thoughtful approach to the grant and suggested involving local organizations and considering a soft handoff to the county.

Carol Albaugh, emphasized that the city can successfully make the grant work with the correct experts and nonprofits involved. She suggested changing the grant management and bringing in new partners so that there is a positive outcome and commented that she does not want the city to have a black eye by declining the grant.

3. CLOSED SESSION

John Pinkney, City Attorney read closed session items.

DRAFT

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

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

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

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney provided a report on closed session item 3.1 and the Council voted to enter a separation, severance and general release agreement with City Manager and it was signed.

Motioned by Mayor Pro Tem Richard Royce
Seconded by Councilmember Leroy Miller

Motion approved unanimously by a vote of 5-0.

5. REPORTS OF OFFICERS

5.1 Consideration of Resolution 2025-31, Approving the Execution of an Agreement with the California Board of State and Community Corrections (BSCC) for the Proposition 47 Safe Neighborhoods and Schools Act Cohort 4 Grant, and Rescinding Resolution 2024-167

Robert Fisher, Acting City Manager, provided the staff report. He highlighted that the organizations named Step Up on Second and Northshore Community Church are not eligible to be a part of the grant.

Council discussion:

Councilmember Miller asked for clarification on whether the agreement can be restricted or amended. He also asked if the residents could be housed outside of Banning. He also asked if it's a fact whether residents can stay up to ten days, and if the residential houses with rental agreements can be outside the City of Banning.
Mayor Pro Tem Richard Royce asked if the grant could be reworked based on recent changes since the initial grant award, highlighting that Step Up on Second is an active lawsuit. He emphasized not rejecting the grant but restructuring the grant.

Councilmember Barrington noted that she did not think there could be modifications made

Councilmember Colleen Wallace highlighted that she understood it to be a pilot program in the jail before inmates are released.

DRAFT

Mayor Sheri Flynn clarified that the CBOs must be in good standing and exist for at least 6 months, that they must be registered with the CA Secretary of State's office and the Attorney General's office. She highlighted that Northshore Community did not exist, and the EIN was only good through 2011. She noted that the partnering organizations should have a proven relationship and track record with the organization. Flynn clarified that the two organizations are not eligible to be part of the grant, asking for clarification on whether the City of Banning would be blackballed for future grant opportunities.

Robert Fisher expressed that the two organizations are not eligible, and he does not have an indication that the State would blackball the City.

Councilmember Wallace asked the City Attorney whether he had researched whether the Northshore Community Church was legitimate.

John Pinkney, City Attorney, provided a brief overview of the lawsuit involving one of the parties (Step Up on Second) involved in the grant, highlighting that he is not involved with that litigation, but had some concern that they were being sued by the State of California.

Councilmember Miller highlighted that an amendment can be provided in writing and not verbally, mentioning that there are some viable options for exchanging cooperating organizations.

Mayor Flynn expressed that the County of Riverside Health Department had received and grant and she had spoken to someone who had contacted someone within the city to combine efforts so that Banning could use County services, but the County was denied. She highlighted that the Prop 57 grant is null and void. Flynn read from a grant management and administration policy from 2015, highlighting that grants should be in the best interest of the city; focusing that she did not think Prop 47 is in the best interest of all Banning residents.

Councilmember Wallace asked for the correct information for the council to review again with valid information. She expressed that there were different sources and inconsistencies with the information provided.

Councilmember Miller spoke and asked for the City Attorney to review the entire application and inquire whether the city could substitute the elements of the application, highlighting the housing of inmates outside of the City of Banning.

Mayor Pro Tem Royce agreed with Miller and reiterated that if it comes to being rescinded, he does not believe the State of CA will blackball the city.

Mayor Flynn reiterated that the grant cannot be reworked.

Mayor Pro Tem Royce questioned whether the execution of the grant was when it was agreed upon or when funds were disbursed.

Motion was made by Mayor Sheri Flynn and seconded by Councilmember Barrington to amend Resolution 2025 California Board of State and Community Corrections (BSCC) for the Proposition 47 Safe Neighborhoods and Schools Act Cohort 4 Grant, and Rescinding Resolution 2024-167

DRAFT

Motion approved by a vote of 3-2.

6. ADJOURNMENT – 7:25 P.M.

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

Motion carried unanimously 5-0, and the meeting was adjourned at 7:25 P.M.

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

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

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

DRAFT

MINUTES

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

March 11, 2025
3:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John O. Pinkney, City Attorney
Robert Fisher, Acting City Manager
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk

1. CALL TO ORDER – 3:00 PM

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*

None

3. CLOSED SESSION

John Pinkney, City Attorney read closed session items.

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

DRAFT

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

3.2 **CONFERENCE WITH LEGAL COUNSEL REGARDING - ANTICIPATED LITIGATION - SIGNIFICNT EXPOSURE TO LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2) and/or (3) Two Potential Cases

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

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

4. **ADJOURNMENT** – 4:07 P.M.

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

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

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

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MINUTES

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

March 11, 2025
4:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

1. CALL TO ORDER – 4:07 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***

None

3. WORKSHOP

3.1 Historic Preservation Commission Interviews for Positions 1 through 5

The City Council interviewed Gabrielle Campbell, William Lamb, Trina Fudala, Ezikio López, Vincent Ortega, and Marco Santana for the Historic Preservation Commission Positions 1 through 5.

3.2 Banning Youth Council Interview

The City Council interviewed Sara McDermott for a position on the Banning Youth Council.

4. ADJOURNMENT – 4:49 P.M.

DRAFT

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

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

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

DRAFT

MINUTES

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

March 11, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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.

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
Vincent Avila, Chief of Police
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk

1. CALL TO ORDER

- 5:17 P.M

1.1 **INVOCATION**

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

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A motion to approve the agenda with item 9.2 moved after 5.2 made by Councilmember Colleen Wallace, seconded by Mayor Pro Tem Richard Royce.

Motion approved unanimously by a vote of 5-0.

3. PRESENTATIONS

3.1 Banning Women's Club Displays in Council Chambers Lobby

Pat Murkland, presented a presentation to the City Council.

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City

Attorney Report was provided after

the closed session meeting.

5. Public Comments,

Correspondence,

Appointments, and Reports

5.1 PUBLIC COMMENTS

Mayor Flynn opened public comments.

Harry Sullivan provided comments during the February 25 meeting regarding the proposed closure of Banning Airport. He expressed his concerns about the potential impact of the closure on the local community and the economy.

Vincent Marruffo spoke on the significance of St. Boniface Cemetery, where several of his relatives are buried. He articulated his desire to have an iron fence installed around the cemetery to ensure its protection and dignity. Marruffo urged the council to take corrective action to facilitate this project, highlighting the cemetery's importance to the families who have loved ones interred there.

Pat Murkland extended an invitation to both the council members and the audience to attend an informative lecture about St. Boniface, which will be held at the Dorothy Ramon Learning Center. She emphasized the educational value of the event and encouraged community participation.

Mary Lopez Espinoza shared her memories of the St. Boniface property, stating that there were once grave markers present, particularly for infants. She noted that contractors had previously committed to installing an iron fence around the cemetery, reiterating the need for this protective measure to honor the memories of those laid to rest there**.**

David Kieffer inquired about the status of a grant aimed at establishing a cold weather shelter at the Armory. He sought clarity from the council on the progress of this initiative, which is essential to support individuals in need during harsh weather conditions.

Bob Uribias raised concerns regarding the auditing process within the council. He stressed the importance of transparency and accountability in financial practices, aiming to ensure that funds are managed effectively and responsibly.

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Laura Leindecker spoke about the airport's transition into an industrial property. She highlighted the community support from Morongo, underscoring the potential benefits that this change could bring to local businesses and the economy.

Tracy spoke on the necessity for accountability and transparency in various processes, including the hiring procedures, allocation of funds, and the reported illegal use of storage facilities at Banning Airport. She called for measures to address these issues to ensure integrity within the council's operations.

Mayor Flynn closed public comments.

5.2 CORRESPONDENCE

Vickie Sellers, Elected City Clerk, read a letter of correspondence.

9.2 Presentation by Michael Busch of Urban Futures Inc regarding City and Utility finances and steps needed to stabilize general fund and Electric Utility fund

Michael Busch provided a presentation to the Council.

Council asked questions to the presenter, **Michael Busch**, and then discussed item 9.2.

Art Vela, Public Works Director, updated the Council on the status of a rate study.

A motion for option two to Authorize the City Manager to negotiate with Urban Futures Inc on the development of a 10-Year General Fund Budget Forecast Model to include budget stabilization recommendations and options for City Council consideration was made by Mayor Pro Tem Richard Royce and seconded by Councilmember Leroy Miller.

Motion carried unanimously, 5-0.

5.3 APPOINTMENTS

Historic Preservation Commission Appointments for Positions 1 through 5

Councilmember Colleen Wallace motioned to appoint Ezikio Lopez and Vincent Ortega for Positions 1 and 2. Councilmember Cynthia Barrington seconded the motion.

Motion carried unanimously, 5-0

Mayor Pro Tem motioned to appoint Gabrielle Campbell, William Lamb, and Marco Santana to Positions 3 through 5. Councilmember Leroy Miller seconded the motion.

Motion carried unanimously, 5-0

Banning Youth Council Appointment

Councilmember Colleen Wallace appointed Sara McDermott to the Banning Youth Council. Mayor Pro Tem Richard Royce seconded the motion.

Motion carried unanimously, 5-0.

5.4 CITY COUNCIL COMMITTEE REPORTS

Councilmember Colleen Wallace reported on the RCA regarding legislative updates, funding for habitats, and acquisitions for land purchase. Wallace reported she attended SCAG and reported on a grant the City of Banning will receive for traffic, reporting this is the 3rd grant for this.

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Mayor Pro Tem Richard Royce did not have any committee reports.

Councilmember Cynthia Barringinton reported that she attended the Budget and Finance Committee Meeting and the Planning Commission, expressing the meetings are informative and invited the audience to attend.

Councilmember Leroy Miller reported that he attended two RTA meetings where the approval was given for the purchase of five new hydro buses to comply with the California Clean Act. He emphasized that the City of Banning should prepare for the potential impact of these regulations at the city level. Additionally, Miller attended a League of Cities meeting, where he discussed two major projects: Highland Springs and the interchange at Highway 79 and Interstate 10. He also mentioned attending the swearing-in ceremony for Senator Bogh.

Mayor Flynn reported that she and Councilmember Barrington are working to create a 2x2 Ad Hoc Committee meeting with the City of Beaumont on the topic of animal shelter.

5.5 CITY MANAGER'S REPORT

None

5.6 CITY ATTORNEY'S REPORT

John Pinkney, Interim City Attorney provided the report.

5.7 CITY TREASURER'S REPORT

Sue Savage, the City Treasurer, spoke about an opportunity for the City of Banning to engage with SWAG during an upcoming "get to know you" meeting. She highlighted the group's success in cities such as Rialto, Fontana, Lake Elsinore, Temecula, and others. Additionally, Savage mentioned that she reached out to the Banning Board of Education to discuss the need for Charter and Montessori schools in Banning.

6. CONSENT ITEMS

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

6.1 Approval of the Meeting Minutes for the February 14 and 25, 2025 City Council Meetings

6.2 Consideration of Resolution 2025-32, Approving a Purchase Order with A-Z Bus Sales in the Amount of $44,242.61, which includes a 5% contingency, for the Wheelchair Lift Replacement on Transit Bus 243

6.3 Consideration of Resolution 2025 -33, Approving the Agreement with Riverside County Children and Families Commission Allowing the City of Banning to Provide Swim Lessons Scholarships to Eligible Children Under the Age of Five

6.4 Consideration of Resolution 2025- 34, Approving a Sole Source Agreement for Professional Services with Willdan Engineering, Inc. for (1) Building and Safety Services in an Amount Not to Exceed $426,000 for Six Months and (2) Planning Services in an Amount Not to Exceed $151,000 for Nine Months.

6.5 Consideration of City Council Resolutions 2025-35, 2025-36, and Successor Agency Resolution 2025-01, Approving Updated Accountholders for all City Bank Depository Accounts

Mayor Pro Tem Royce pulled items 6.2 and 6.4,

DRAFT

Councilmember Miller pulled item 6.5

Mayor Flynn pulled item 6.1.

Mayor Flynn opened public comment for item not pulled: 6.3.

No public comments.

Mayor Flynn closed public comments.

Motion made by Mayor Pro Tem Royce to approved items not pulled.
Seconded by Councilmember Miller
Motion carried unanimously 5-0.

Item 6.1 was discussed by staff and Council.

Mayor Flynn opened for public comment
No public comment.
Mayor Flynn closed public comments.

Mayor Flynn Feedback was provided for the meeting summary minutes, which included the following revisions:
- Condense Bill Hobbs' comments and remove any emotional language.
- Add necessary commas and remove unnecessary sentences.
- Under section 4, note that Caroline Patton left the meeting and did not return.
- In the Report of Officers, item 6.1, eliminate phrases such as "she believes" and "he had emotion."

Staff indicated that specific changes would be needed and inquired whether Mayor Flynn planned to send the edits. Mayor Flynn confirmed that she would.

Motion made by Mayor Flynn for item 6.1 to be tabled to the next meeting
Seconded by Mayor Pro Tem Royce.
Motion carried unanimously 5-0.

Item 6.2 was discussed by staff and Council.

Mayor Pro Tem Royce questioned: warranties based on the age of vehicles
Councilmember Barrington questioned: ridership details regarding frequent use
Councilmember Miller questioned: total buses or vans that are ADA compliant

Mayor Flynn opened item 6.2 for public comments.

Frank Conolly commented on the one-year warranty for a $40,000 product, specifically regarding the ridership total in relation to wheelchair lift usage. He acknowledged that while it is just a part, the one-year warranty seems insufficient.

Mayor Flynn closed public comment.

Mayor Flynn noted and questioned why a wheelchair lift was being purchased as a sole source. She asked if this was due to a competitive warranty.

Motion made by Mayor Pro Tem Richard Royce to approve item 6.2
Seconded by Councilmember Miller.
Motion carried unanimously 5-0

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Item 6.4 was discussed by staff and Council.

Mayor Pro Tem Royce questioned: timing for RFP

Mayor Flynn opened public comment
No public comment
Mayor Flynn closed public comment

Motion made by Councilmember Miller to approve item 6.4
Seconded by Mayor Pro Tem Royce.
Motion carried unanimously 5-0

Item 6.5 was discussed by staff and Council.

7. PUBLIC HEARINGS

None

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-37, Approving Modifications to the Warrant Approval Process

Barbara Mason, Chief Procurement Officer, provided the staff report. She outlined the detailed process for invoice approval, emphasizing timely payments and ensuring there are no delays, highlighting items already approved by the Council. She also spoke of the importance of keeping some documents confidential until there is full verification and approval. It was noted that requests for information should be directed to the public record request portal. Mason also spoke on maintaining efficiency and transparency while avoiding delays in processing.

Council discussion:

Mayor Flynn asked staff what Municipal Code 3.24 and what was being referred to by policy B-30. Staff clarified that the purchasing policy, available on the city website, is 83 pages long and an upcoming workshop regarding the policy. Mason noted for transparency purposes it can also be accessed on OpenGov and through a public records request.

Mayor Pro Tem Richard Royce clarified that the policy was last updated May of 2024.

Mayor Flynn opened item 8.1 for public comment.

Sue Savage, asked where in the process the warrant is approved. She noted that when the warrant report reaches the Budget and Finance, the checks have already been sent out. Savage spoke, considering the lawful process; the warrants should be approved before checks are sent out for payment. She emphasized that elected officials should be involved in the process.

Lincoln Bogard, responded to the City Council and summarized that all prior approvals, including those for large projects and contracts, are still subject to approval by the Council. Bogard emphasized that the warrant report is the final step, and addressing questions and concerns before the deadline is important to ensure that a check will be released at that time.

John Pinkney, summarized that for something like a Public Works contract, all approvals must be in place before payment. If payment is delayed, it can lead to penalties and extra costs. Mr. Pinkney also stated that the policy being presented is about future policy not past actions. The new process involves a review period by the City Clerk, Treasurer, and Mayor. Then checks are only issued after that review is complete.

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Mayor Flynn pointed out that there seems to be a gap in the current process. Specifically noting that adding a clause to clarify how unresolved questions will be handled. She asked for more details on which terms are considered previously approved and how the B-30 Purchasing Policy applies. Flynn emphasized ensuring that the process respects any pending concerns and doesn't automatically move forward.

John Pinkney, suggested clearly outlining a protocol where, if there is no response, either approval or disapproval, by the deadline, the payment will still be processed, highlighting that if there is a clear disapproval, then the payment won't be issued. Pinkney also recommended adding a line that ensures that disapproved charges are not processed, which allows for transparency and accountability.

A motion was made by Mayor Flynn to approve Resolution 2025-37 with modifications and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0.

9. DISCUSSION ITEMS

9.1 Discussion of Fiscal Year 2026 Community Project Funding Request

Art Vela, Public Works Director, provided the staff report.
Vela highlighted the following projects that could be eligible and beneficial to the community:
-Planning and design phase for Pedestrian bridge across from San Gorgonio Ave. at railroad crossing (1.5 – 2 million dollar request).
-Wastewater treatment upgrade project (2-million-dollar request).
-Hargrave Street Grade Separation Project (2 million dollar)
-Purchase equipment to begin a pilot study for chromium 6 treatment facilities (1 million dollar)

Vela stated it was chosen because of a good impact for the community, and often funds are scarce for these types of projects. Federal funding – NEPA requirement. Vela asked for confirmation from the council on which projects to move forward with.

Council questions:

Mayor Pro Tem Royce asked if there was an indication of which project they would go for.
Mayor Flynn asked if there is only one project to be asked for. Vela confirmed the city could put all 4 projects out there, highlighting that more staff time might be required.
Councilmember Barrington asked if the pedestrian bridge was identified, would the city have to subsidize any other monies. Vela confirmed that if awarded 2 million, there should be enough funding for the planning and design phase.
Councilmember Miller asked if the project was approved, would Cal Trans and the Railroad partner and provide funding.
Councilmember Wallace stated that SCAG and RCTC may be willing to assist.

Mayor Flynn opened public comment
Mayor Flynn closed public comment

Council discussion:

Mayor Flynn indicated that she felt the pedestrian bridge would be the most impactful and number one choice, and proof is evident (video), third wastewater and next chromium 6 treatment facilities.

Councilmember Miller indicated that if more than one option was to be chosen, option 2 for funding would be the Hargrave Street grade separation.

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Councilmember Miller announced his upcoming town hall meeting at the Banning Senior Center.

Councilmember Barrington announced she held a town hall, which was well attended and the Acting City Manager and Chief Avila were present.

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

1. RFP for City Manager (Wallace)
2. Strategy for the future of Banning (Miller)
3. Review and evaluate the Planning Commission (Royce)
4. Review and update grant administration policy (Flynn)

11.2 **EXISTING ITEMS**

5. Update on Community Garden (Flynn)
6. Developer Presentation on Sunset Crossroads Project (Flynn)
7. Contracting Animal Services (Flynn)
8. Code Enforcement Department Citations Process (Miller)
9. Emergency Preparedness (Barrington)
10. Changes to the Banning Procedural Manual (Royce)
11. Tree Trimming at Repplier Park and near Sun Lakes (Flynn)
12. Discussion of Reversing Decision to Close Airport (Royce)
13. Agenda Pagination, Reading Aloud Public Correspondence (Flynn)
14. Patriot Tree (Barrington)
15. Contractor(s) to do Citywide Cleanup (Flynn)
16. Review City Vehicle Maintenance (Royce)

12. ADJOURNMENT – 8:58 P.M.

Motion was made by Mayor Pro Tem Richard Royce and seconded by Councilmember Miller.

Motion carried unanimously 5-0.

Next Regular Meeting – March 25, 2025

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

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

The entire discussion of this meeting may be viewed here:
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MINUTES

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

March 25, 2025
3:30 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

1. CALL TO ORDER - 3:31 P.M.

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
Vincent Avila, Chief of Police
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk

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

None

3. CLOSED SESSION

John Pinkney, City Attorney read closed session items

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

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

4. ADJOURNMENT – 4:52 P.M.

DRAFT

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

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

The entire discussion of this meeting may be viewed here:
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MINUTES

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

March 25, 2025
4:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

1. CALL TO ORDER – 4:52 P.M.

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 Vincent Avila, Chief of Police Vickie Sellers, City Clerk Caroline Patton, Administrative City Clerk

2. PUBLIC COMMENTS - *Agenda Items Only*

None

3. WORKSHOP

3.1 Presentation - Overview of the City of Banning Procurement Policies for Newly Elected Members

Barbara Mason, Purchasing Manager, provided the presentation.

4. ADJOURNMENT – 5:21 P.M.

DRAFT

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

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

The entire discussion of this meeting may be viewed here:
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MINUTES
CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

March 25, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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.

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 Vincent Avila, Chief of Police Vickie Sellers, City Clerk Caroline Patton, Administrative City Clerk

1. CALLTO ORDER

– 5:22 P.M

1.1 **INVOCATION**

Performed by Pastor Nate Rodriguez of Infinite Center

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**

DRAFT

A motion was made to approve the agenda with modifications by Mayor Flynn and seconded by Mayor Pro Tem Royce.

Motion passed with a 4-1 vote.

PRESENTATIONS

4. **REPORT ON CLOSED SESSION**

John Pinkney, Interim City

Attorney, was provided after the

closed session meeting.

5. **PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS**

5.1 **PUBLIC COMMENTS**

Mayor Flynn opened public comments

Pastor Damon Allen, of First Missionary Baptist Church, expressed concerns about ongoing electric billing issues. The church previously had received a large, unexpected bill after not being billed for months, and similar issues are occurring again despite having solar panels. Members of the church, many of whom are on fixed incomes, have not received recent bills and are being told no payment is due. Pastor Allen requested a meeting with the utility department to resolve and prevent future billing problems.

Sue Savage introduced Michelle Green as the new Interim Administrative Services Director. Green had previously worked with the City of Banning for over 27 years in various financial roles before retiring.

Michelle Green expressed her gratitude for the opportunity to return, stating that it feels like coming. She looks forward to serving the city and its residents to the best of her ability.

Inge Schuler expressed appreciation for the return of summary minutes, noting that it helps residents stay informed when they cannot attend meetings or watch them on television.

Bill Lamb thanked the City Council for the appointment to the Historic Preservation Commission. He announced the upcoming Wild West Days event at Gilman Ranch on May 3rd – 4th, which will feature historical reenactments, stagecoach rides, gold panning, tours, and other 19th-century related activities. He invited the City Council and community to attend.

Matt Dominguez expressed concerns about Linda Vista Mobile Home Park where there was a recent change from a 55+ senior community to a family park, which came with significant rent increases. He stated that residents, many on fixed incomes, are struggling to afford rising space rents. Dominguez also reported that the park owner is charging additional fees to cover property taxes, which he questioned as possible illegal. He requested that the city investigate the situation to ensure the park owner's actions are lawful and fair.

Mayor Flynn closed public comments.

5.2 **CORRESPONDENCE**

DRAFT

A letter was read by City Clerk, Vickie Sellers.

5.3 **APPOINTMENTS**

None

5.4 **CITY COUNCIL COMMITTEE REPORTS**

Councilmember Wallace reported that she was appointed as a representative to the San Diego Border Committee, which discusses border-related issues. She noted that the first meeting would take place on Friday.

Councilmember Barrington reported they will be meeting with Beaumont regarding Animal Control efforts.

Councilmember Miller reported that he is receiving updates from the County Supervisor's Office that they are cleaning up the county buildings in Banning, including the welfare office. The County is exploring a plan to transport inmates back to their arrest locations rather than releasing them locally. Miller also reported he would be attending an RTA meeting the on Thursday.

Mayor Flynn reported that the council had voted to reject the South Coast AQMD proposal, which mandated that all water heaters be converted to electric, due to the high costs. AQMD has since amended the rule effective February 7th, 2025- removing the mandate and allowing consumer choice. She highlighted a new "Go Zero" Program that will offer $21 million in incentives for those who switch to electric water heaters. She reported she will attend the upcoming Budget and Finance meeting on March 18th.

5.5 **CITY MANAGER'S REPORT**

None

5.6 **CITY ATTORNEY'S REPORT**

John Pinkney, Interim City Attorney, provided the report.

5.7 **CITY TREASURER'S REPORT**

Sue Savage asked questions to the City Attorney regarding the scope of authority over Banning's investments and the appointment of deputy treasurers, seeking clarification on delegation procedures and responsibilities. She reported on the recent Budget and Finance Committee meeting, which covered Banning's investment policy, overall financial health, and the revised budget. She highlighted that the unaudited report showed a $20 million increase in the city's net position as of June 30, 2024. The treasurer also spoke on the importance of transparency in financial matters and community engagement, noting that she had attended the Chamber of Commerce's breakfast and would be attending the upcoming Chamber's Inauguration, even for businesses. Savage addressed her support in the City Council's efforts to address homelessness.

8.3 Consideration of Resolution 2025-42, Approving the County Service Area 152 Stormwater Assessment and Budget for Fiscal Years 2025/2026 and 2026/2027, for National Pollutant

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

Council questions:

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Mayor Flynn asked if the single-family homes in the HOA would be charged. She also asked about the Santa Ana River.
Mayor Flynn opened public comment

Janet Kinzie Hawver asked for clarification about being charged multiple times for the same fee – once through the city utility bill, again through property taxes and a possible third assessment. She asked whether the $4.72 charge is being applied in three different ways.

Mayor Flynn closed public comment.

A motion was made by Councilmember Wallace to approve Resolution 2025-42 and seconded by Councilmember Miller.

Motion carried unanimously 5-0

6. **CONSENT ITEMS**

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

6.1 Approval of the Meeting Minutes for the February 14 and 25, 2025 City Council Meetings

6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of February 2025

6.3 Receive and File Cash and Investments Report for the Month of February 2025

6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Periods 5-6, November and December 2024

6.5 Receive and File Police Department Statistics for the Month of February 2025

6.6 Receive and File Fire Protection Services Statistics for the Month of February 2025

6.7 Public Works Capital Improvement Project Tracking List

6.8 Receive and File Code Enforcement Statistics for the Month of February 2025

6.9 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for February 2025

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

6.11 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37388-7, Lot G, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System

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

6.13 Consideration of Resolution 2025-38, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2025/2026

6.14 Consideration of Resolution 2025 -40, Approving the Line Extension Contract with SoCalGas and Authorizing an Appropriation of $603,392.46 to Facilitate the Completion of the City's Compressed Natural Gas (CNG) Fuel Facility Project

Mayor Flynn pulled item 6.12

DRAFT

Mayor Flynn opened public comments for items not pulled

John Hagen, expressed oversight on Zone 8 of the Landscape Maintenance district, noting poor maintenance and potential misuse of funds. He described how the city had previously planted new shrubs but later shut off the water for 6 months, killing most of the landscaping. He questioned how $70,000 per year is being spent when services like mowing and watering are minimal. He supported the idea of returning the small grass strips to the individual homeowners but opposed requiring residents to maintain the shared mailbox areas. He also recommended reverting the mailbox landscaping to city responsibility as public parkway space.

Frank Connolly referenced items 6.2-6.4, noting they related to discussions from the recent Budget and Finance meeting. He requested confirmation that the legal questions raised at that meeting have been forwarded to the City Attorney for review and urged that answers be obtained before any actions are taken to avoid legal issues.

Mayor Flynn closed public comment for items not pulled.

Motion made by Mayor Pro Tem Royce to table items 6.2-6.4 and seconded by Mayor Flynn.

Motion carried by 4-1 vote.

Motion made by Councilmember Wallace to approve items not pulled and seconded by Councilmember Barrington.

Motion carried unanimously 5-0.

Item 6.12 was discussed by staff and Council

Mayor Flynn opened public comment

Kathleen Dale, expressed concerns about incomplete mitigation measures at the St. Boniface cemetery. She noted several measures required under the Mitigation Monitoring and Reporting Program may not have been completed as scheduled. She recommended that the City review the status and timing of those measures. She raised questions about whether the relevant tribes and groups were properly consulted regarding the site's preservation. She mentioned possible legal considerations involving the transfer or abandonment of cemeteries and suggested verifying compliance with state regulations.

Pat Murkland, who has studied the St. Boniface site since 1987 thanked the city council for the attention and efforts being brought towards the site. She emphasized that the cemetery contains individuals from around the world, highlighting its significant historical importance to the region and the nation.
Mayor Flynn closed public comment

Motion to table item 6.12 made by Mayor Pro Tem Royce and seconded by Councilmember Barrington

Motion carried unanimously 5-0

7. PUBLIC HEARINGS

None

8. REPORTS OF OFFICERS

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8.1 Report on Agenda Formatting Request and Public Comments

Caroline Patton, Administrative City Clerk, provided the staff report.

Council questions:
Mayor Flynn commented that any correspondence read should have a time limit of 3 minutes.

Mayor Flynn opened public comment

No public comment

Mayor Flynn closed public comment

8.2 Consideration of Resolutions 2025-41, 2025-02 UA, and 2025-02 SA, Approving the Citywide Proposed Mid-Cycle Budget for Fiscal Year 2024-25

Michelle Green, Acting Administrative Services Director, provided the staff report.

Council questions:
Councilmember Wallace asked what needs to be clarified in the budget.

Councilmember Miller asked how long it would take Ms. Green to verify the proposed budget.

Mayor Flynn opened public comment

No public comment

Mayor Flynn closed public comment

Motion to table Resolutions 2025-41, 2025-02 UA, and 2025-02 SA until the April 22nd meeting by Councilmember Miller, seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0

8.4 Update and Direction on General Plan Advisory Committee (GPAC) for Focused General Plan Update

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

Council questions:
Councilmember Miller asked if they could change the order of positions
Mayor Flynn asked where the list of appointed individuals originated from and asked if they could change the position to feature more residents.

Mayor Flynn opened public comment

Inge Schuler, expressed concern that the general plan stakeholder committee was dominated by developers and building industry representatives rather than residents. She emphasized that residents should have most of the input and influence over the city's general plan, highlighting her negative interactions with Mike Taylor while on the Planning Commission.

Gail Ousely, asked to update the appointees to correctly reflect the current Chamber of Commerce's representatives.

Mayor Flynn closed public comment

Council discussion:

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Councilmember Barrington noted that she would like the appointees to be changed to one resident from each district as well as allowing the Chamber to choose their two representatives. She expressed her agreement with Inge Schuler's comment, noting it should have continuity.

Councilmember Miller expressed his agreement that there should be a resident from each district, noting that council members should not be a part of the committee, to free up space and to remain unbiased for when the item comes before the City Council.

Mayor Flynn expressed her desire to have a few council members on the committee, let the chamber select their representatives, and have residents apply for each district position.

Mayor Pro Tem noted they would have to fill 3 positions.

Mayor Flynn noted that the more residents there are on the committee the better, but that the council members should remain.

Council agreed that each councilmember would choose their own representative from their district, no councilmembers, one representative from the chamber of commerce, and one planning commissioner.

Motion made by Mayor Flynn and seconded by Councilmember Miller.

Motion carried unanimously 5-0.

8.5 Consideration the evaluation of current City of Banning Planning Commissioners pursuant to Banning Municipal Code Section 2.28.020(C) and Section 6.4 (C) of the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning.

Vincent Avila, Police Chief, provided the staff report.

Council questions:
None

Mayor Flynn opened public comment

Frank Connolly, emphasized the importance of open debate and differing opinions in a democracy, stating that commissions should not act as "rubber stamps." He urged the council to maintain integrity and transparency in its direction and decision-making.

Mayor Flynn closed public comment

Council discussion:

Mayor Pro Tem Royce noted his observations of the recent Planning Commission meetings and resident comments. He requested the removal of Richard Krick, as well as restructuring and replacements for Mr. Krick.

Councilmember Miller noted his time on the Planning Commission and agreed that there are times when there are disagreements. He asked for clarification as to why Mr. Krick would be removed.

Mayor Pro Tem Royce noted that there is no requirement to provide a reason for removals; however, there is a list of concerns. The top two issues are rude behavior towards the community and developers, as well as the number of times Krick has had to recuse himself due to conflicts of interest.

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Councilmember Miller noted that during his time on the Planning Commission, he was aware of only one instance where Mr. Krick recused himself. He questioned the issue with this, pointing out that there have been council members who have had to recuse themselves from projects. He reiterated his position that Mr. Krick is being removed due to personal dislike.

Mayor Flynn pointed out that during a previous planning commission meeting, a developer from Northpoint flew out, and Mr. Krick did not recuse himself. She mentioned that residents and developers had spent their time and money, and she expressed that it looked bad and was discourteous to wait until the end of the meeting to recuse himself.

Mayor Flynn motioned to remove Richard Kirck from the planning commission and seconded by Councilmember Barrington.

Motion passed with a vote of 3-2.

9. DISCUSSION ITEMS

9.1 Update of the City of Banning Program to Update Internally Illuminated Street Name Sign at Traffic Signals Citywide

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

Council questions:

Mayor Flynn asked whether there is a fund that is budgeted for street signs, noting several locations lacking updated signage and lighting. She asked if the signs could be changed and not the electrical, highlighting her number one location as the Highland Springs and Ramsey intersection.

Mayor Flynn opened public comment

Frank Burgess noted the traffic signals on Sunset and Ramsey were supposed to have left turn lanes but were never installed. He emphasized how dangerous, citing accidents caused by north/southbound traffic. He urged the police department to report accident statistics for the past five years and install the left turn signals to prevent further injuries and potential lawsuits. Mr. Burgess mentioned the city's street signs, noting the signs are small, insufficient, and poorly maintained, making it hard for navigation. He urged the city to improve and enlarge street signs to enhance the appearance of the city, aid visitors and support local businesses.

John Hagen agreed with the mayor and the previous speaker regarding the lack of light at the intersection of Highland Springs and Ramsey. He emphasized that it makes navigation confusing, especially for visitors. He highlighted priority intersections that needed immediate attention for clarity and safety.

Frank Connolly expressed that many of the existing sign fixtures can be retrofitted to accommodate new LED bulbs, providing a temporary solution since the old bulbs won't be available until the end of the year. He expressed concern about the city's current budget of $30,000, highlighting it is small. He urged the council to increase the budget to improve signage quality, making the city more attractive for residents and businesses.

Mayor Flynn closed public comment

Council discussion:

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Mayor Pro Tem Royce asked whether it's plausible to retrofit existing fluorescent with LED considering the form factor.

Mayor Flynn asked what the total cost would be to transition to LED lights, asking for the number to include an update for all parts of signage and lighting. She also noted that there are many streets without any street signs, expressing that it should be a priority in the budget spending.

Art Vela, Public Works Director, highlighted that funding comes from the gas tax and reiterated that if it was the council's move to allocate more funds, it would come from the general fund.

Councilmember Barrington confirmed what the gas tax was, highlighting the large number of gas stations in Banning.

9.2 Discuss City Vehicle Smog

Art Vela, Public Works Director, provided the staff report.

Council questions:

Mayor Pro Tem Royce asked for clarification whether it was only smog or all maintenance, oil changes, and other requirements. He asked for insurance requirements to be reexamined if local businesses within Banning are being turned down because of that.

Councilmember Barrington clarified that preventative maintenance work is done in-house by city staff.

John Pinkney, Interim City Attorney, clarified the importance of insurance requirements to avoid certain legal ramifications.

Mayor Flynn opened public comment

John Hagen expressed concern about spending money within the city of Banning rather than sending out work elsewhere. He expressed looking deeper into the matter and utilizing local businesses.

Jack Gunderson expressed concern about the increase of electric vehicles within the city and whether those are subject to a gas tax.

Frank Burgess commented on the number of vehicles being smogged, asking for staff to create an inventory of the number of vehicles needing smogged along with the associated costs.

Mayor Flynn closed public comment

Council discussion:

Mayor Pro Tem Royce clarified that he brought the item forward due to smog being done outside of the City of Banning.

9.3 Discuss the City's Tree Trimming Practices and Resolution 1977-15

Art Vela, Public Works Director, provided the staff report.

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Council questions:

Councilmember Barrington asked what the standard is for trimming trees around electrical lines.

Mayor Flynn opened public comment

Frank Connolly expressed concern about the city's past decisions in requiring developers to plant large pine trees along sidewalks. He noted projects such as Peacock Valley and Atwell. He pointed out that the pine trees are now causing cracks in the sidewalks. He emphasized that the city should be careful and accountable in approving landscaping decisions and not repeat the same mistakes in new development.

Inge Schuler commented on the maintenance behind planting trees, expressing it requires costs and careful planning. She noted planting 200 trees on her property, noting that different species have different root behaviors and maintenance needs. She highlighted that annual tree costs for her 5- acre property can cost anywhere from $5000-$8000 and suggested that the city may have higher expenses.

Mayor Flynn closed public comment

Council discussion:

Mayor Flynn asked questions regarding the liability of the landowners with trees in front of their property. Flynn clarified who's responsible for maintaining the trees along San Gorgonio Ave. She highlighted that the budget is far too small for tree trimming and emphasized increasing the budget and updating the resolution, adding code enforcement to enforce and notify homeowners.

Mayor Pro Tem Royce questioned why developers are planting pine trees.

Vela highlighted a landscaping ordinance that provides a list of trees to developers.

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Councilmember Barrington announced an upcoming District 2 town hall meeting on April 17th at 5:30 Pm at the council chambers.

Mayor Flynn, announced a tentative date for a SWAG Presentation for April 16th.

Mayor Pro Tem Royce announced attending a 2x2 committee with Morongo. He also announced his town hall meeting on April 9th at the council chambers.

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

Update on utility billing (Miller)
Update on the animal shelter
(Miller)
Review and update Council
travel policy (Flynn)

11.2 **EXISTING ITEMS**

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Council to remove the following items: 6,8,11,14, 15, 17

1. Update on Community Garden (Flynn)
2. Developer Presentation on Sunset Crossroads Project (Flynn)
3. Contracting Animal Services (Flynn)
4. Emergency Preparedness (Barrington)
5. Changes to the Banning Procedural Manual (Royce)
6. Tree Trimming at Repplier Park and near Sun Lakes (Flynn)
7. Discussion of Reversing Decision to Close Airport (Royce)
8. Agenda Pagination, Reading Public Correspondence Aloud (Flynn)
9. Patriot Tree (Barrington)
10. Contractor(s) to do Citywide Cleanup (Flynn)
11. Review City Vehicle SMOG Maintenance (Royce)
12. RFP for City Manager (Wallace)
13. Long term City Strategic Planning (Miller)
14. Review and Evaluate Current Planning Commission (Royce)
15. Public Comment related to St. Boniface (Royce)
16. Armory Grant (Royce)
17. Changes to GPAC Composition (Barrington)
18. Review Grant Management Protocol (Flynn)

12. ADJOURNMENT – 8:15 P.M.

Motion was made by Mayor Pro Tem Richard Royce and seconded by Councilmember Miller.

Motion carried unanimously 5-0.

Next Regular Meeting – April 8, 2025

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

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

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

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AGENDA

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

October 14, 2025
3:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

1. CALL TO ORDER – 3:00 p.m.

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

2. PUBLIC COMMENTS - ***Agenda Items Only***
No public comments.

3. CLOSED SESSION

John Pinkney, City Attorney read closed session items.

3.1 CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4). Two potential cases.

3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1). One Case: Tom Miller v City of Banning (Case No. CVR12402316).

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3.3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1) - One case
Sun Lakes Highlands v. City of Banning et. al. Case No. 5:24-CV-02603-dtb

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

3.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8. Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541 -240-009; 541 -250-009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532- 130-012; 532-130-018; 532-130-011; 532-180-034. Agency Negotiator: Acting City Manager Art Vela or his designee. Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee. Under Negotiations: Price and Terms of proposed ground lease

3.6 CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION Pursuant to Government Code 54956.9(d)(4) One Case

3.7 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957 Title: Interim City Manager

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

Council Member Miller recused himself from item 3.5.
Mayor Flynn recused herself from item 3.3.

4. ADJOURNMENT

The meeting was adjourned at 5:04 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/246?view_id=1&redirect=true

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MINUTES

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

October 14, 2025
4:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

1. CALL TO ORDER – 5:05 p.m.

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

2. WORKSHOP

2.1 Review of the Updated City of Banning User Fee Handbook

Recommendation: Provide direction to staff and the City's consultant

Nate Smith, Deputy Director of Public Works/City Engineer presented an update to the City's comprehensive user fee schedule, noting the last review was in 2019 and periodic updates are best practice every five to seven years. The City contracted with Matrix Consulting Group on June 11, 2024, to conduct the new fee study. The update reflects current workload data and service costs.

Consultant provided an overview of the study's scope, process, and key findings.

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3. PUBLIC COMMENTS - *Agenda Items Only*

Mayor Flynn opened public comments.

Frank Connelly requested correction of dates on Exhibit A (study completed January 2, 2019; approved December 10, 2019; effective February 8, 2020). He questioned fee disparities between youth and adult sports leagues and suggested adjusting cost recovery for fairness. He also urged the City to review utility fees, hold rental property owners responsible for accounts, and address revenue loss from unpaid utilities.

Mayor Flynn closed public comments

The matter will return as a public hearing in November.

4. ADJOURNMENT

The meeting was adjourned at 5:22 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/247?view_id=1&redirect=true

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October 14, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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.

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

1. CALL TO ORDER –5:23 p.m.

1.1 INVOCATION

Performed by Pastor Baylark, First Community Baptist 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 Mayor Pro Tem Royce, seconded by Council Member Wallace. Motion carried unanimously 5-0.

3. PRESENTATIONS

None

4. REPORT ON CLOSED SESSION

Closed Session report by City Attorney John Pinkney

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- **3.1 CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION:** No reportable action was taken
- **3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING LITIGATION:** Item was not discussed.
- **3.3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:** No reportable action was taken.
- **3.4 CONFERENCE WITH LABOR NEGOTIATORS:** Item was not discussed
- **3.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS:** No reportable action was taken
- **3.6 CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION:** No reportable action was taken.
- **3.7 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:** No reportable action was taken.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

Mayor Flynn opened Public Comments.

Frank Connelly Noted the agenda listed the incorrect year (2024) for the CDBG Fund Committee appointment item and clarified it should be 2025.

Lynnea Hagen commented on remarks made by individuals at the previous council meeting, expressing concern that they attended only to criticize the Mayor and did not stay to the remainder of the meeting.

Stephen Douglas commended the City Council, Banning Police Department, and Code Enforcement for their outstanding cooperation over the past four months in addressing issues affecting this downtown Banning commercial properties, particularly problems related to homelessness.

Dorrie Gartzke suggested the Council reconsider the meeting order so that public hearing items occur earlier in the evening, noting that long waits make it difficult for attendees.

Christine, a resident with over 30 years in Banning, expressed concern about homelessness, citing visible issues such as drug use in public areas, and requested information on what actions the City is taking to address the situation.

Oleg Ivaschuk Promoted a sunrise breakfast event featuring a presentation on digital currency and Bitcoin education. Announced the upcoming State of the City event on November 5 at Morongo, encouraging reservations, ticket purchases, or sponsorship. He also commented on Downtown Banning, noting concern that while it is easy to criticize, few actively contribute to its improvement.

Edward Espinosa requested increased police patrols in Banning, particularly in the Ramsy and Wilson areas, citing recent vandalism and graffiti incidents, and asked for measures to reduce nighttime vandalism in the city.

Bill Hobbs expressed concerns about homelessness throughout the city, particularly in Highland Springs and Hargrave. He highlighted issues with repeated panhandling, trash along the freeway near Ramsey, and public safety concerns. He suggested exploring programs to provide homeless individuals with job training, medical care, and rehabilitation services, and acknowledged the efforts of the police despite potential staffing limitations.

Laura Leindecker congratulated Sandra Calderon on her 24 years of service with the City of Banning.

Robert, a new resident of Banning asked whether there is an ordinance prohibiting the feeding of pigeons, noting a parking lot filled with thousands of pigeons.

Mayor Flynn closed Public Comments.

5.2 CORRESPONDENCE

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It was reported that 69 letters of opposition were received regarding the proposed electric rate increase. The letters were transmitted to the City Council via the provided link, and copies are available for public review. No other correspondence was reported.

5.3 APPOINTMENTS

Consideration of Appointment of Two Council Members to the Community Development Block Grant(CDBG) Ad-Hoc Committee for the FY 2026/2027

Recommendation: Staff recommends the City Council appoint a committee at the October 14, 2024 meeting, consisting of two members from the City Council as well as the Economic Development Manager, to review and recommend FY 2026/2027 Community Development Block Grant (CDBG) program applications.

Council Member Wallace Nominated Council Member Miller and Mayor Pro Tem Royce to serve on the Community Development Block Grant (CDBG) Ad-Hoc Committee for the FY 2026/2027. Seconded by Council Member Miller. Motion carried unanimously 5-0.

5.4 CITY COUNCIL COMMITEE REPORTS

Council Member Wallace attended the Cal League of Cities Expo, noting valuable sessions and speakers. Announced she will begin her term as President of the Riverside Division in December to support Riverside County and the City of Banning. She also attended Riverside County Association (RCA) meeting, reporting on personnel promotions and funding for habitat conservation programs.

Mayor Pro Tem Royce attended the Cal League of Cities conference, including breakout session on: Homelessness strategies in other counties, including Orange County and Redlands. Technology applications for cities. Wildfire and disaster preparedness, with emphasis on recent fires in Malibu.

Council Member Barrington reported that she did not attend any City Council-related meetings in the past two weeks but did attend the City of Calimesa State of the City event.

Council Member Miller attended the Calimesa State of the City event, League of California Cities conference, including sessions on: Building trust in local government. Reducing costs for general plans. Homelessness strategies noting Banning's unique challenges due to local facilities. Artificial Intelligence applications, including potential risks demonstrated in a presentation.

Mayor Flynn attended the Calimesa State of the City event on September 25 and participating in the Pass Area Ad Hoc Committee for finding solutions for animal shelter.
On October 8, they toured the San Jacinto Animal Shelter with the Calimesa City Manager and a Council Member. Observations included: Over 400 dogs in 150 kennels, mostly large breeds which are harder to place. Kennels are heated, air-conditioned, and have outdoor areas. Staff primarily clean and maintain kennels, limiting time for socialization or play. The County has budgeted 38 new employees to focus on walking, playing with, and caring for dogs, reducing reliance on volunteers.

5.5 ANNOUNCEMENTS OF CITY COUNCIL MEMBERS

5.6 CITY TREASURER'S REPORT

Sue Savage reported that the City's expenses have exceeded income for the past three years, with reserves dropping significantly. She reviewed general fund, utility, and successor agency accounts, noting upcoming bond payments and cash trends. She emphasized the importance of transparency, accountability, and stewardship of public funds.

5.7 CITY MANAGER'S REPORT

Art Vela reported on utility billing progress, completion of a new bus shelter at Highland Springs, the October 18 bulky item event, and the Sun Lakes Boulevard extension project. He noted a homelessness workshop scheduled for October 28, confirmed no specific code on pigeons, and

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clarified financial and bond-related matters, including employee vacancies and the use of LAIF and bond debt for capital projects.

5.8 CITY ATTORNEY'S REPORT

John Pinkney reported that the city Council has hired experienced financial consultants to assess the City's finances and develop a sustainable financial plan. He noted that the City's current financial condition developed over many years and will take time to address. Regarding the Treasurer's comments, he clarified that her access to City facilities was modified only after an incident involving a city employee, but she continues to have online access to financial information and bank statements.

6. CONSENT ITEMS

6.1 Approval of the meeting minutes for the September 23, 2025 and October 3, 2025 City Council meetings.

6.2 Receive and File Cash and Investments Report for the Month of August 2025.

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

6.4 Consideration of Second Reading and Adoption of Ordinance 1608, Amending Chapter 5.40 of the Banning Municipal Code Concerning Film Permits and Regulations with changes that city council requested to be added to the ordinance.

6.5 Consideration of Second Reading and Adoption of Ordinance 1611, Approving a Development Agreement By and Between the City of Banning and JDNJ Enterprises, LLC, a Missouri Limited Liability Corporation.

6.6 Consideration of Resolution 2025 -137 Approving the City of Banning Electric Utility's Power Source Disclosure Annual Report and Power Content Label for Calendar Year 2024.

6.7 Consideration of Resolution 2025-138, Awarding a Professional Services Agreement to West and Associates Engineering, Inc. in the Amount of $95,310 for the 2025 Urban Water Management Plan Update and Water Supply Assessments and Water Supply Verifications.

6.8 Consideration of Resolution 2025-140, Awarding a Professional Services Agreement for the Design of the Pedestrian Crossings Upgrade at Nineteen Intersections throughout the City of Banning to TKE Engineering, Inc. in the amount of $86,075 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $94,682.50.

6.9 Consideration of Resolution 2025-141, Awarding a Construction Contract for Project No. 2023-04 Rectangular Rapid Flashing Beacon at the Intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street, to All American Building Services in the amount of $592,850 and Approving a 10% Contingency for a Total Budget of "Not-to-Exceed" $652,135.

6.10 Consideration of Resolution 2025-142, Accepting Community Development Block Grant (CDBG) Funds for Fiscal Year 2025/2026 in the amount of $155,678 for the Banning Senior Center Project # 2 (5.BN.64-25) in the amount of $141,828; Banning Peace Center Food Program (5.BN.65-25) in the amount of $5,000; the Court Appointed Special Advocate (CASA) program (0.282- 25) in the amount of $5,000; and the Teens Continue to lead program (0.284-25) in the amount of $3,850.

6.11 Consideration of Resolution 2025-143, Awarding a Professional Services Agreement for the Banning Armory Resilience Centers Project to Richard Yen & Associates Architects & Planners, Inc. in the Amount of $759,850.

6.12 Consideration of Resolution 2025-145, Approving the Grant Agreement Between the City of Banning and the State of California - Office of Traffic Safety (OTS) for the FY 2025-2026 Selective Traffic Enforcement Program (STEP) Grant and Acceptance of the OTS STEP Grant Award in the Amount of $90,000.

6.13 Consideration of Resolution 2025-146, Approving the Grant Agreement Between the City of Banning and the State of California - Office of Traffic Safety (OTS) for the FY 2025-2026 Traffic Records Improvement Project (TRIP) Grant and Acceptance of the OTS TRIP Grant Award in the Amount of $78,000.

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None of the consent items were pulled by Council for discussion.

Mayor Flynn Opened Public Comment.

No Public Comment.

Mayor Flynn Close Public Comment.

A motion to accept consent items 6.1 through 6.13 was made by Council Member Wallace and seconded by Mayor Pro Tem Royce. Motion carried unanimously 5-0.

7. PUBLIC HEARINGS

7.1 PUBLIC HEARING CONTINUED FROM SEPTEMBER 23, 2025 MEETING - 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.

The request is for a cannabis conditional use permit to operate a cultivation facility at 200 John Street.

Council Questions for staff and applicant.

- The Council requested additional information on fire access and safety, odor containment, water usage, and prior violations.
- Fire Access and Safety: The fire marshal revisited the site and confirmed adequate access and turnaround.
- Odor Containment: The applicant will install an advanced air filtration system and ensure odor-producing activities are conducted within fully sealed rooms.
- Water Usage: The site is expected to use approximately 700 gallons of water per day.
- Prior Violations: A prior property owner was cited for an illegal cannabis cultivation facility at the site, but the current applicant is not affiliated with that operation.
- Background Checks: The applicants have passed background checks and received a regulatory permit.
- Conditions of Approval: Conditions of approval have been modified to include the fire sprinkler system, sealed rooms, minimum canopy size, and fire division condition.
- Additional Information: The applicant has provided additional information, including a letter and updated plans.
- Staff Recommendation: Staff continues to recommend approval based on the Planning Commission's recommendation.

Council Questions and Discussion.

- Council Member Wallace questions fire truck access and the size of the grow area.
- Councilmember Miller asks about painting the roundabout curb red on Gallagher.
- Councilmember Barrington asks about protections if the facility violates odor regulations.
- Mayor Pro Tem Royce asks about the arbiter of odor and how it will be documented for enforcement.

Council Questions for Applicant.

- Mayor Flynn asks how many units are proposed, and the applicant agrees to install two units.
- Council Member Wallace asks about hiring local security and the number of security guards per shift.

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Mayor Flynn Opened Public Hearing at 6.23 p.m.

Lynnea Hagen expresses concerns about water usage and odor.

Edward Espinosa suggests a cultivation tax and expresses concerns about the city's power grid.

Stephen Douglass supports the project but emphasizes the need for the applicant to honor his word and maintain compliance.

John Hagen expresses concerns about odor and water usage.

Sue Savage suggests a cultivation tax and notes the importance of carbon filtration**.**

Oleg Ivaschuck suggests using eNose technology to monitor air quality.

Gerry Phelps expresses concerns about the "cannabis zone" and the potential for odor to affect property values.

Mayor Flynn Closed Public Hearing at 6.44 p.m.

Council Discussion

- Mayor Pro Tem Royce asks about revenue generation and how to differentiate odor sources.
- The Acting City Manager. Art Vela provides information on the cultivation tax and enforcement challenges.

Council Member Miller suggests establishing a minimum standard for all cannabis facilities

Motion by Council Member Wallace to adopt Resolution 2025-135, with the addition of a condition requiring a second air filtration unit.
Seconded by Mayor Flynn. Motion carried unanimously 5-0.

Item 7.3 was moved to immediately follow item 7.1 on the agenda.

7.3 Consideration of Resolution 2025 -139, Approving Electric Rate Increases and Revisions to Certain Electric Rates and Tariffs.
Recommendation: Adopt Resolution 2025-139.

Electric Rate Increase Discussion
Resolution 2025-139 proposes electric rate increases and revisions to electric rates and tariffs.

Staff Report by Fred Lynn, Electric Director
Fred Lynn, Electric Director, presented the staff report highlighting the need for electric rate increases.

- Financial Decline: The electric utility's finances have significantly declined, moving from a $14 million fund balance in fiscal year 2021 to a negative $9.2 million in fiscal year 2024.
- Reasons for Decline:
  a. Insufficient rate of revenue to cover operating expenses.
  b. Overspending on electric CIP projects using reserves instead of external funding.
  c. Increases in wholesale power costs.
- Emergency Rate Increase: The City Council previously approved a two-year emergency rate increase of 13.9% for November 1, 2024, and a second 13.9% for November 1, 2025.
- Consultant: New-Gen Strategies was brought on as a consultant to design a comprehensive and sustainable electric cost of service report and rate design.
- Bond Rating: The city's bond rating has declined three grades in the last year and a half due to the current financial situation.

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- Equipment Cost Increases: There have been significant increases in the cost of equipment in the electric industry since 2020. For example, transformers have increased by 70-100%.
- Inflation: The CPI inflation for the power distribution sector from 2014 to 2024 was above 40%.
- Consultant Findings: Banning Electric needs to collect an average of $46.5 million annually to keep up with expenses and replenish the depleted fund balance. Currently, the city is collecting about $36 million, resulting in a shortfall of about $10.5 million.
- Proposed Rate Increase Summary: The proposed rate increase will meet the utility's revenue requirements, repay other city funds used during the shortage, comply with existing debt service coverage, and meet the 90-day cash on hand requirement by fiscal year 2028.
- Five-Year Electric Rate Proposal: In year one, the previously approved 13.9% increase would be retracted and replaced with a 20% increase for all rate classes.
- Rate Tariffs: The theme for all rate tariffs will be an increase in the fixed cost (basic service cost) for year one, which will remain constant from year two to five. The increase will be only towards the energy charge and/or the demand charge.
- Competitive Rates: Even with the proposed rate increases, Banning Electric's rates are still below some of the surrounding utilities.
- Monthly Average Increase: The monthly average increase for residential customers in year one would be about $22 per month.
- Fund Balance Forecast: The approval of the five-year rate increase shows the forecast of the utility fund balances increasing to a positive fund balance in year three (fiscal year 28) and back to a healthy fund balance by year five (fiscal year 30).
- Financial Recovery: Approval of the rate increase will begin the process for financial recovery for Banning Electric.

Council members asked clarifying questions of staff.

- Deficit Origin: The deficit was primarily due to relying solely on utility reserves to fund capital infrastructure instead of incorporating projected capital expenses into a cost-of-service analysis.
- Capital Improvements: Capital improvements have already been implemented, and the money has been spent.
- Inventory: The utility stocked up on inventory during COVID due to rising equipment costs and longer lead times.
- Future Capital Improvements: Most capital improvements through the master plan projects are focused on wildfire mitigation and protection, with residential development extensions accounted for through developer-paid funds.
- Billing Issues: Council members raised concerns about the months-long delay in utility billing and the lack of online payment options.
- Billing System Update: The online payment system is available, but the auto-pay function has been temporarily disabled due to the bi-weekly billing schedule.
- Transformer Inventory: Council members inquired about the number and cost of transformers in inventory, expressing concern about overspending.
- Transformer Costs: There are two large substation transformers currently not in use, while others are installed in new substations.
- Developer Reimbursement: Developers are being asked to reimburse the city for substation capacity costs.

Mayor Flynn opened public hearing at 7:45 p.m.

John Hagen: Expressed concern about the accuracy of billing calculations and the potential for increased delinquent accounts.
James Anderson: Called for accountability and transparency, including an independent audit of the billing system and quarterly transparency reports.
Dorrie Gartzke: Suggested spreading the rate increases over a longer period (10 years) and expressed concern about the impact on residents.
Resident: Voiced concerns about poor service quality and the need for new development to pay their fair share.
Richard McCard: Raised concerns about the billing system's inability to accurately credit payments, leading to confusion and potential overpayments.

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Tim Smith: Criticized the lack of rate studies and the proposed bi-monthly billing, calling for a return to monthly billing and accurate billing practices.

Leslie Evans: A new resident expressed concern about not receiving a bill since May and the uncertainty of future costs.

Anna Anderson: Shared experience of receiving a $34,000 water bill and the ongoing billing issues, urging for billing correction before rate increases.

Terri Smith: Echoed concerns about billing issues and the impact of rate increases on residents, particularly seniors.

Edward Espinosa: Questioned the city's recourse against the previous billing system provider for failing to deliver promised services.

Resident: Highlighted the need for policies to prevent overspending and suggested spreading out the rate increases.

Julie Neitzel: Emphasized the need to resolve billing issues before implementing any rate increases.

Nicholas Jimenez: Raised concerns about comparing Banning's rates to areas with higher energy consumption and suggested a lower residential rate increase.

Leanna Lopez: Agreed with previous speakers, emphasizing the need for current and accurate billing before any rate increases.

Jose Soto: Questioned the impact of the new rates on old, uncorrected bills and emphasized the need for accountability.

Pam Eckert: Compared Banning's proposed meter charges to other areas, finding them significantly higher, and urged for billing accuracy before rate increases.

Mayor Flynn closed public hearing at 8:26 p.m.

Council Member Miller left the meeting due to illness.

Council Discussion

- Council Member Wallace: Inquired about the possibility of extending the rate increases over a longer period and addressing the impact on low-income residents.
- Interim City Manager: Explained the need for a faster recovery to address the electric utility's deficit and improve the city's bond rating.
- City Attorney: Emphasized the council's responsibility to ensure the financial stability of the utility.

Motion by Council Member Barrington: Made a motion to adopt Resolution 2025-139
Seconded by Mayor Pro Tem Royce.

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

The motion passed with a 4-0-1 vote, with Council Member Miller absent.

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7.2 Annual Review of Development Agreement between Tri Pointe Homes (Previously Pardee Homes) and the City of Banning Regarding the Development of the Atwell Project within the Butterfield Specific Plan Generally Located Northeast of Wilson Street and Highland Springs Avenue.
Recommendation: Receive and file.

The City Council reviewed the development agreement between the City and Tri Pointe Homes (formerly Pardee Homes) regarding the Atwell Project.

Staff Report by David Newell, Community Development Director

David Newell presented the staff report, outlining the developer's compliance with the agreement.

- Development Progress: The developer has constructed and sold over 1,300 homes during the first nine years of the agreement and is ahead of schedule with some development goals.
- Development Impact Fees: The developer is paying the current required development impact fees.
- Public Improvements: The developer has continued to make necessary public improvements.
- Staff Recommendation: Staff concurred that the project is being carried out in good faith and recommended that the council receive and file the matter.

Council members asked clarifying questions of staff and the developer.

- Retail Commercial Marketing: Council members inquired about the developer's efforts to attract retail commercial development to the 23-acre site at Highland and Wilson.
- Developer Response: The developer stated that they have been marketing the site at ICSC events and that city staff met with a commercial developer at a recent event.
- Target's Decision: Target had considered the property but ultimately chose a location in Beaumont due to freeway signage issues.

Mayor Flynn opened Public Hearing at 8:53 p.m.
No public comments.

Mayor Flynn closed Public Hearing at 8:57 p.m.

A motion was made by Council Member Wallace to receive and file the report.

Seconded by Mayor Pro Tem Royce.

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

The motion passed with a 4-0-1 vote, with Council Member Miller absent.

8. REPORTS OF OFFICERS

9. DISCUSSION/ACTION ITEMS

9.1 Consideration of Resolution 2025-149, Approving a Professional Services Agreement with LSL, LLP in the Amount of $310,000 for Professional Municipal Accounting Services Aimed at Updating the City's Financial Records
Recommendation: Adopt Resolution 2025-149

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The City Council discussed and approved a professional service agreement with LSL in the amount of $310,000 for professional municipal accounting services aimed at updating the city's financial records.

- Need for Updated Records: The city's financial records are not up to date due to significant turnover in the finance department.
- LSL's Role: LSL will help stabilize operations, accelerate progress, and update financial documents ahead of the upcoming audit and biennial budget development.
- On-Site Support: LSL will provide on-site support to address system and staffing challenges.

A motion was made by Council Member Wallace to adopt Resolution 2025-149.
Seconded by Mayor Pro Tem Royce.

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

The motion passed with a 4-0-1 vote, with Council Member Miller absent.

10. ITEMS FOR FUTURE AGENDAS

Future Agenda Items and Announcements.

- Homelessness Workshop: A workshop on homelessness was scheduled for October 28.
- Planning Commissioners Review: A review of planning commissioners was added to a future agenda.
- State of the City: The State of the City address is scheduled for November 5 and will be televised or streamed online.
- Town Hall Meetings: Council Member Wallace announced a town hall meeting on October 25 at Roosevelt Williams Park, and Council Member Barrington announced a town hall meeting this Friday at the Atwell community.

11.1 **NEW ITEMS**

1. Workshop to Discuss Homelessness (Royce)

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)
8. Community Garden, Sun Lakes (Flynn)

11. ADJOURNMENT

A motion to adjourn the meeting was made by Council Member Wallace, seconded by Mayor Pro Tem Royce.

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

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The motion passed with a 4-0-1 vote, with Council Member Miller absent.

The meeting was adjourned at 9:16 p.m.

Next Regular Meeting - October 28, 2025.

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/248?view_id=1&redirect=true

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CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

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

MEETING DATE: **October 28, 2025**

SUBJECT: **Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for September 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. September 2025.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF SEPTEMBER 2025					
City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
9/2/2025	Pacific Hydrotech	Escrow Agreement		PW - Water	M-12A Well
9/4/2025	Cybertek Computers and Networking Services	Network Engineering Services	18,000.00	AS - Information Technology	
9/9/2025	Vision Security Systems	Animal Shelter Security System	2,816.51	PW - Building Maintenance	CUPPCAA
9/18/2025	Geocon West, Inc	Compaction Testing - Ramsey/Omar Intersection	5,000.00	PW - Engineering	
9/18/2025	Go-Pher the Kill	Pest Eradication	8,400.00	CS -Parks	
9/25/2025	Red Hawk Services, Inc	Viking Gate Operator Repairs	8,915.48	PW - Building Maintenance	
9/25/2025	Yunex, LLC	Ramsey/8th Street Intersection	4,845.00	PW - Stree	CUPPCAA

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF SEPTEMBER 2025					
Date	Vendor Name	Description of Item/Service	Contact Award Total	Change Order	Comments
9/2/2025	Pacific Hydrotech Corp	M-12A Well Site Equipping and Improvements - Change Order	2,440,900.00		Time Extension Only
9/17/2025	STC Traffic Inc	Amendment No 1	$ 74,760.00		Time Extension Only
9/19/2025	Executive Facilities Services	City-wide Custodial Services - Add Parks	$ 643,365.42	$ 12,454.00	
9/25/2025	Weaver Grading Inc	Water Canyon Repairs - Change Order 1	579,823.60	$ 42,723.60	

INVENTORY PURCHASES OVER $25K					
FOR MONTH OF SEPTEMBER 2025					
Date	Vendor Name	Description of Item/Service	Amount	Department	Comments
9/9/2025	Onesource Distributors	Junction 4-Point	69,153.95	PW - Electric	

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: **October 28, 2025**

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

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Code Enforcement Stats Sept 2025.pdf

BANNING POLICE DEPARTMENT
SEPTEMBER, 2025

Code Enforcement	Sep-25	Sep-24	% CHGE	YTD-25	YTD-24	% CHGE
New Cases Opened	79	26	204%	588	1269	-54%
Total Cases Open	350	538	-35%	3465	4112	-16%
Notice of Violations Issued	332	1	33100%	1877	143	1213%
Violations Resolved	229	70	227%	1481	3410	-57%
Citations Issued	6	32	-81%	67	52	29%
Inspections Completed	291	91	220%	1731	1407	23%
Collected Fee's (Citations)	2870	0	287000%	5321.67	12480.2	-57%
Red Tagged Properties	1	3	-67%	20	13	54%
AVA Program Vehicles Abated	0	0	0%	0	9	-100%
Weed Abatement Cost Recovery	1258.03	0	125803%	92193.06	3231.64	2753%
72 Hour Parking (NOV) CVC 22651 K	24	0	2400%	166	14	1086%
Unhoused Encampments Tagged (PC602)	7	0	700%	52	3	1633%

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:	**October 28, 2025**
SUBJECT:	**Receive and File Fire Protective Services Statistics for the Month of September 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. Banning Summary Report.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

9/1/2025 to 9/30/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
	1
False Alarm	17
Medical	382
Other Fire	4
Public Service Assist	20
Res Fire	1
Ringing Alarm	2
Standby	5
Traffic Collision	25
Vehicle Fire	2
Wildland Fire	4
Incident Total	**463**

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	328
Total:	**328**

Mutual Aid Given

Engine	161
Total:	**161**

Mutual Aid Received

	28
Brush	25
Chief	14
Engine	182
Patrol	13
PIO	1
Squad	14
Truck/Quint	6
Total:	**283**

Truck Report

MRFT1 recorded 5 responses in City of Banning from 9/1/2025 1:40:11 PM to 9/30/2025 1:40:11 PM

T2 recorded 1 responses in City of Banning from 9/1/2025 1:40:11 PM to 9/30/2025 1:40:11 PM

Significant Incidents

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Brandon Smith, Acting Chief of Police**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of September 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Good Police Stats ACO 2025 Sept.pdf

BANNING POLICE DEPARTMENT
SEPTEMBER, 2025

CATEGORY	Sep-25	Sep-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	138	87	59%	977	890	10%
Animals Impounded	27	0	2700%	73	56	30%
Animals Euthanized	1	0	100%	12	33	-64%
Bite Reports	7	4	75%	31	25	24%
Citations Issued	0	0	0%	0	0	0%
Expenses	1312.66	554.12	137%	9508.26	4592.39	107%
Revenue	703	685	3%	7756	8954.12	-13%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Brandon Smith, Acting Chief of Police**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Month of September 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

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

BANNING POLICE DEPARTMENT
SEPTEMBER, 2025

CRIME	Sep-25	Sep-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	4	2	100%
Rape	1	0	100%	5	4	25%
Robbery	0	0	0%	9	5	80%
Assaults Agg/Simp	24	14	71%	135	145	-7%
Burglary	2	1	100%	24	85	-72%
Vehicle Theft	5	9	-44%	43	81	-47%
Larceny	17	20	-15%	102	184	-45%
OTHER						
Narcotics	14	10	40%	59	92	-36%
DUI	5	1	400%	28	15	87%
T/C Non-Injury	6	17	-65%	91	130	-30%
T/C Injury	7	7	0%	36	34	6%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	191	161	19%	1531	1335	15%
Unattended Death	7	4	75%	30	26	15%
246PC	1	0	100%	33	33	0%
Citations	83	87	-5%	1009	748	35%
Total Incidents	3562	3402	5%	28543	27155	5%

Group A Offense Report

Beginning Date: 09/01/2025 **Ending Date: 09/30/2025**

Agency: BANNING PD

Offense	Reported in 2025	Reported in 2024	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	1	0	NA	0	0.00%	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	2	-100.00%	0	0.00%	0.00%	0.00
Aggravated Assault	10	9	11.11%	7	70.00%	38.46%	31.25
Simple Assault	14	5	180.00%	10	71.43%	53.85%	43.75
Intimidation	0	1	-100.00%	0	0.00%	0.00%	0.00
Kidnapping/Abduction	1	2	-50.00%	0	0.00%	3.85%	3.13
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**26**	**19**	**36.84%**	**17**	**65.38%**	**30.23%**	**81.25**
Robbery	0	0	NA	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	2	1	100.00%	1	50.00%	5.13%	6.25
Larceny/Theft Offenses	17	20	-15.00%	5	29.41%	43.59%	53.13
Motor Vehicle Theft	5	9	-44.44%	0	0.00%	12.82%	15.63
Arson	1	1	0.00%	1	100.00%	2.56%	3.13
Destruction Of Property	9	12	-25.00%	5	55.56%	23.08%	28.13
Counterfeiting/Forgery	1	0	NA	1	100.00%	2.56%	3.13
Fraud Offense	2	2	0.00%	1	50.00%	5.13%	6.25
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%	5.13%	6.25
Crimes Against Property Total	**39**	**45**	**-13.33%**	**16**	**41.03%**	**45.35%**	**121.88**
Drug/Narcotic Violations	6	6	0.00%	5	83.33%	28.57%	18.75
Drug Equipment Violations	8	8	0.00%	8	100.00%	38.10%	25.00
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	7	2	250.00%	5	71.43%	33.33%	21.88
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**21**	**16**	**31.25%**	**18**	**85.71%**	**24.42%**	**65.63**
Total Group "A" Offenses	**86**	**80**	**7.5%**	**51**	**59.3%**	**100%**	**268.75**

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

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:	**October 28, 2025**
SUBJECT:	**Acceptance of a Right-Of-Way Dedication for Road and Utility Purposes on APNs 534-283-009 and 534-283-010 on 818 and 836 Allen Street**

RECOMMENDATION:

Accept Right-Of-Way Dedication for Road and Utility Purposes on APNs 534-283-009 and 534-283-010 on 818 and 836 Allen Street

BACKGROUND:

In the course of development on Parcels 534-283-009 and 534-283-010 (818 and 836 Allen Street), a condition of approval was included that requires the accommodation for typical roadway right-of-way for maintenance of all public facilities including street, sidewalk, sewer, water, and drainage. To achieve this, it was necessary for the project owner to offer to the City of Banning an easement for the dedicated right-of-way.

JUSTIFICATION:

It is necessary to obtain the easement for the City of Banning to access and maintain all public facilities including sewer, water, reclaimed water and drainage systems installed by the property owner at APNs 534-283-009 and 534-283-010 (818 and 386 Allen Street).

FISCAL IMPACT:

None

ALTERNATIVES:

Do not accept the easement and provide alternate direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. APN 534-283-0009 Road and Utility Easement (COA, Grant Deed, Plat, Legal).pdf.pdf
2. APN 534-283-0010 Road and Utility Easement (COA, Grant Deed, Plat, Legal).pdf.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 RIGHT OF WAY DEDICATION – ROAD AND UTILITIES PURPOSES for APN:534-283-010 dated 09/18/2025, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 28 day of October, 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: 534-283-009

DOCUMENTARY TRANSFER TAX $.....
Computed on the consideration or value of property conveyed: OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

Signature of Declarant or Agent determining tax - Firm Name

RIGHT-OF-WAY DEDICATION – ROAD AND UTLITIES PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby make an irrevocable R.O.W. DEDICATION to the City of Banning, a municipal corporation, and its successors or assigns for public road, street, highway, and utilities 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 offer of dedication, 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 18 day of September, 2025.

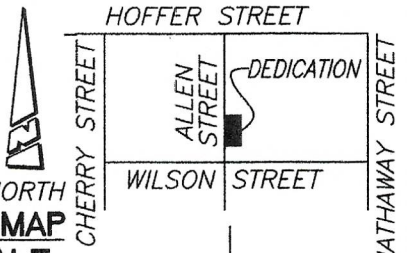
Manuel Ruiz
Individual/Corporation (Type Name)

Signature

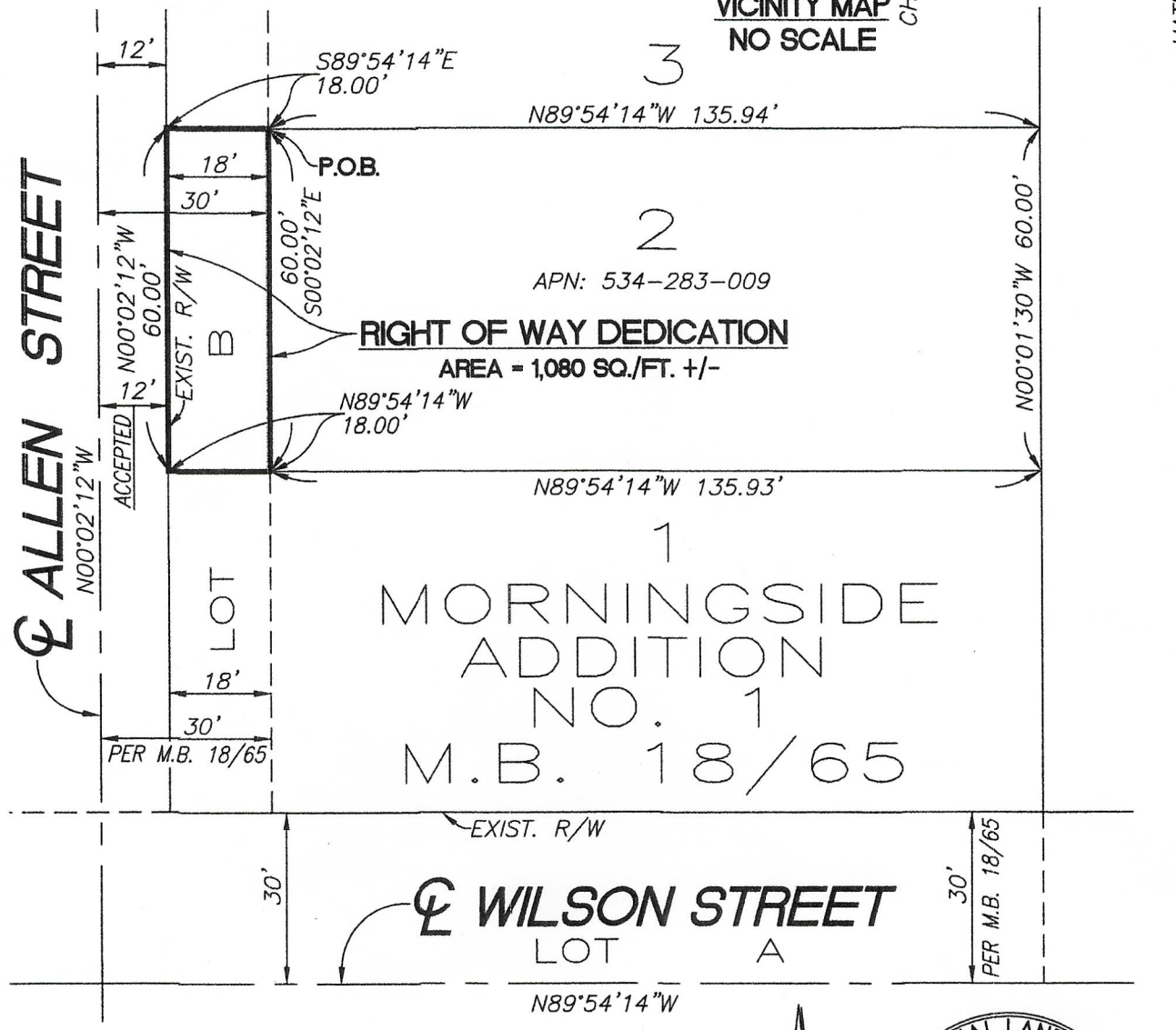
Manuel Ruiz
Name and Title (Type)

See acknowledgements attached to this document.

EXHIBIT "B"
PLAT
RIGHT-OF-WAY DEDICATION



VICINITY MAP
NO SCALE



GRAPHIC SCALE
30 15 0 30
SCALE: 1" = 30'

SCALE: 1"=30'

LEGEND:
-DEDICATION AREA

NOTE:
BEARINGS AND DISTANCES SHOWN HEREON ARE DERIVED FROM RECORD DATA PER MORNINGSIDE ADDITION NO. 1 M.B. 18/65.

RECORD OWNERS:
MANUEL RUIZ AND SUSANA RUIZ, HUSBAND AND WIFE AS JOINT TENANTS



EXHIBIT PREPARED BY:
ESWIN VEGA, PLS

• CITY OF BANNING, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

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

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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: 534-283-010

DOCUMENTARY TRANSFER TAX $.....
Computed on the consideration or value of property conveyed: OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

_____
Signature of Declarant or Agent determining tax - Firm Name

RIGHT-OF-WAY DEDICATION – ROAD AND UTLITIES PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby make an irrevocable R.O.W. DEDICATION to the City of Banning, a municipal corporation, and its successors or assigns for public road, street, highway, and utilities 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.

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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 18 day of September, 2025.

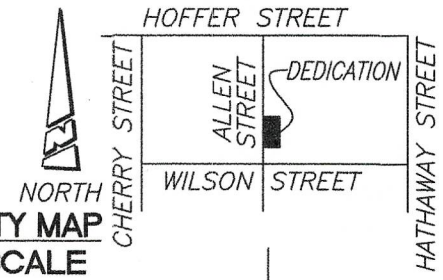
Manuel Ruiz
Individual/Corporation (Type Name)

Signature

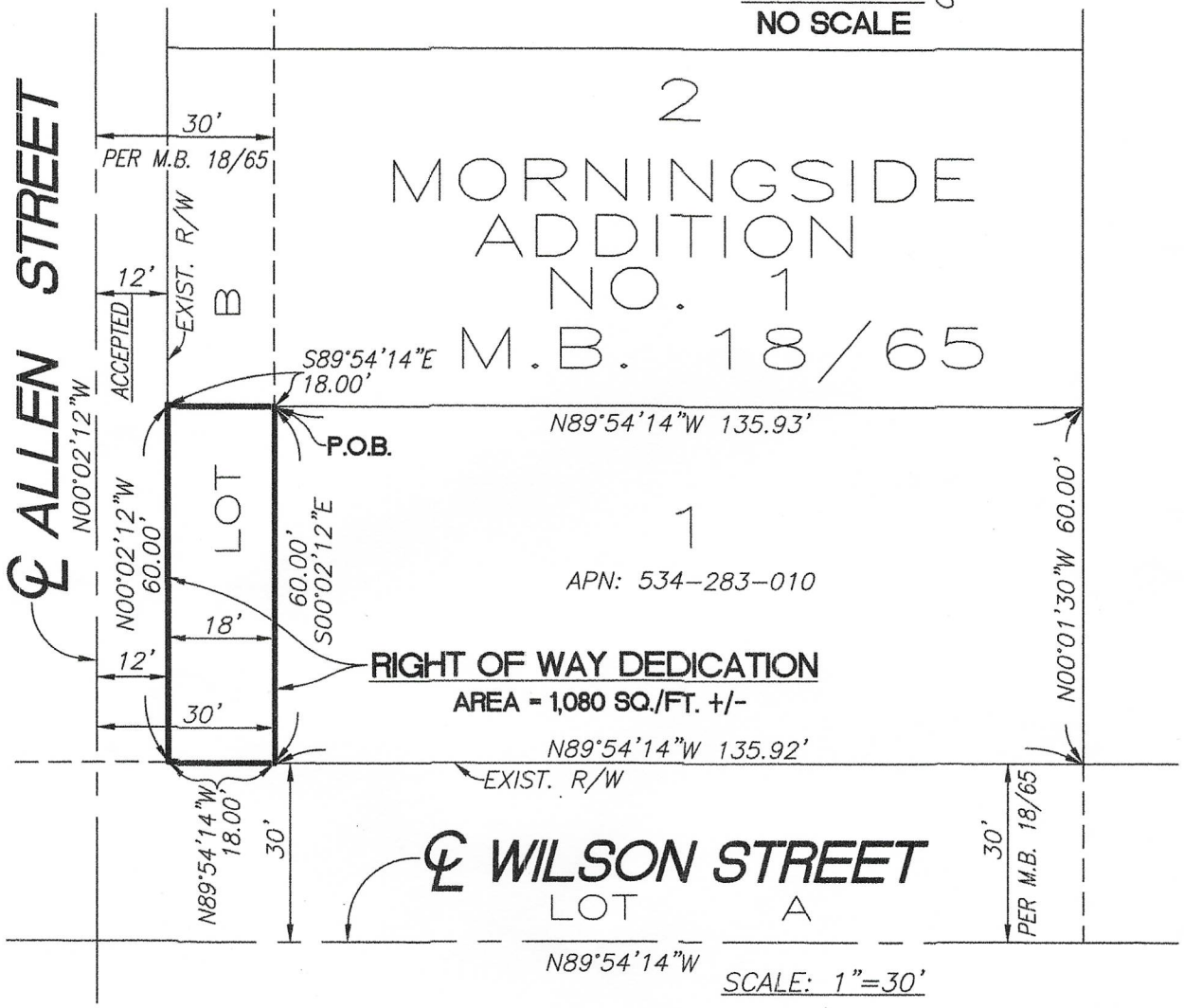
Manuel Ruiz Owner
Name and Title (Type)

See acknowledgements attached to this document.

EXHIBIT "B"
PLAT
RIGHT-OF-WAY DEDICATION



VICINITY MAP
NO SCALE



SCALE: 1"=30'

GRAPHIC SCALE
30 15 0 30
SCALE: 1" = 30'

LEGEND:
-DEDICATION AREA

NOTE:
BEARINGS AND DISTANCES SHOWN HEREON ARE DERIVED FROM RECORD DATA PER MORNINGSIDE ADDITION NO. 1 M.B. 18/65.

RECORD OWNERS:
MANUEL RUIZ AND SUSANA RUIZ, HUSBAND AND WIFE AS JOINT TENANTS

PROFESSIONAL LAND SURVEYOR
ESWIN O. VEGA
NO. 9164
STATE OF CALIFORNIA

EXHIBIT PREPARED BY:
ESWIN VEGA, PLS

• CITY OF BANNING, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

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: **October 28, 2025**

SUBJECT: **Accept as Complete the Highland Springs Avenue/San Gorgonio Memorial Hospital Bus Bays and Authorize 90% Reduction of the Improvement Bonds**

RECOMMENDATION:

Accept as complete the Highland Springs Avenue/San Gorgonio Memorial Hospital bus bays and authorize 90% reduction of the improvement bonds

BACKGROUND:

In relation to Final Tract Map 37298, Tri-Pointe Homes prepared construction drawings and constructed the 2-bay bus turnout on Highland Springs Avenue/Wilson Street at the San Gorgonio Memorial Hospital. This improvement allows for City of Banning transit vehicles to service this stop in a condition that removes the busses from the right turn lane on Highland Springs Ave and thus reducing vehicle congestion and providing additional safety for users of the transit system. Prior to the construction of the facility, an improvement bond was required to secure the work.

JUSTIFICATION:

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

BOND NUMBER	IMPROVEMENT
0251274	Highland Springs Ave Bus Bay

FISCAL IMPACT:

After the one-year warranty period, the City of Banning will fully assume ownership and maintenance of the public facilities constructed and the remaining 10% of the bonds will be exonerated.

ALTERNATIVES:

Do not accept the improvement and provide direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Bond 0251274 - SGMH Bus Bay.pdf

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 37298 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL – TR 37298

NAME AND ADDRESS OF SUBDIVIDER(S): TRI POINTE HOMES, IE-SD
1250 CORONA POINTE CT, #600

CORONA, CA 92879

CITY COUNCIL RESOLUTION OF APPROVAL NO. _____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.: Street Improvement Plan

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$ 218,083.61
GRADING	$
MONUMENTATION	$
TOTAL:	$ 218,083.61

FORM OF IMPROVEMENT SECURITY:

X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

Berkey Insurance Company
(Name of Corporate Entity)

4 Hutton Centre Drive, Suite 640
(Street Address)

Santa Ana CA 92707
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Bond# 0251274

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract 37298 (~~including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street, shall be completed within two years from the Effective Date of the Agreement. _____ Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

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

Date: 9.12.24

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 09/12/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Signature Edelmira Gonzales (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

Bond No. 0251274
Premium: $818 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Highland Springs Avenue Bus Bay (Tr 37298)
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Highland Springs Avenue Bus Bay (Tr 37298); and

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

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

NOW, THEREFORE, the Principal designated above, and
Berkley Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Eighteen Thousand Eighty Three and 61/100 Dollars ($218,083.61), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 9.6.24

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 09/06/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Signature Edelmira Gonzales (Seal)

"SURETY"

Berkley Insurance Company
(Type name of Surety)

4 Hutton Centre Drive, Suite 640
(Street Address)

Santa Ana CA 92707
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: September 4, 2024

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On SEP 04 2024 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe; Michelle Haase; Timothy J. Noonan; or Rachel A. Mullen of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Irvine, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 4th day of September, 2024.

_____
Vincent P. Forte

Bond No. 0251274
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell – Highland Springs Avenue Bus Bay (Tr 37298)
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

Atwell – Highland Springs Avenue Bus Bay (Tr 37298); and

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

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

NOW, THEREFORE, the Principal designated above, and Berkley Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Hundred Eighteen Thousand Eighty-Three and 61/100 Dollars ($218,083.61), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President

Date: 9.6.24

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 09/06/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Signature Edelmira Gonzales (Seal)

"SURETY"

Berkley Insurance Company
(Type name of Surety)

4 Hutton Centre Drive, Suite 640
(Street Address)

Santa Ana CA 92707
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: September 4, 2024

BERKLEY INSURANCE COMPANY
CORPORATE SEAL
1975
DELAWARE

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On SEP 04 2024 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
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.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

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INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe; Michelle Haase; Timothy J. Noonan; or Rachel A. Mullen of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Irvine, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 4th day of September, 2024.

_____
Vincent P. Forte

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:	**October 28, 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_September 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. Preconstruction MMRP compliance tasks. Construction bid released on 10/9/25	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 awarded by CC on 10/14/25	Pre-Construction Meeting	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	Project awarded by CC on 10/14/25	Project Kickoff meeting	12/1/25	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	5%	Project approved for funding by Caltrans	Waiting for Purchasing to approve RFP 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
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Construction	45%	Concrete pre-cast slab box has been installed for BEU's transformer. Concrete cast-in-place slab has been poured for the back-up diesel generator.	Well building foundation and floor slab remains work-in-progress.	Begin vertical construction and above ground piping installation.	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.	Issue Retention	Closeout project	5/24/25	$ 1,199,106
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	45%	Vertical construction has been completed.	Roofing installation remains work-in-progress.	Finish roofing installation and begin above ground piping installation.	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%	Received 10% BODR (Basis Of Design Report).	Finalize the location and layout of brine evaporation ponds as well dewatering equipment.	Generate a rough magnitude project's construction cost estimate and solids dewatering and sludge drying beds.	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.	11/1/25	$ 362,866
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	65%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Charles St - Underground water, electric piping is being installed and Reservoir Tank coating. Lincoln St - Pump Cans have been installed and bolted tank is installed.	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	Pre-Construction meeting 10/8/25. NTP issued with starting date of 10/27/25	Begin construction	12/1/25	$ 920,672

Electric		Sun Lakes Blvd Extension	PS&E	100%	Electric design completed and has been submitted to Public Works for inclusion in bid package.	Prepare minor changes to the bid plans to accomodate construction.	Review bids for the work for contruction award.	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	6/30/26	$ 425,000
Electric		12kV Reconductor on Barbour St at Hathaway	PS&E	95%	Design has been completed for the project	Coordinate with property owners at 700 S Hathaway St to complete necessary upgrades to replace all 4kV equipment with 12kV equuipment.	Project included in budget cycle for 2025/26; Order materials for construction and schedule installation	9/30/26	$ 100,000
Electric		Mias Canyon Line Hardening	Design/MSHCP	100%	All biological survey reports have been submitted for FEMA grant requirements.	Awaiting feedback from FEMA and US Fish and Wildlife. Provide supplemetary information as needed.	Awaiting award of Hazarg Mitigation Grant thru FEMA with applicant match funding thru CalOES	12/1/26	$ 2,189,140
Electric		34.5kV Circuit Reroute	Construction	60%	Construction has begun. 15 of 26 poles have been replaced. Installation is being completed by BEU linemen.	Schedule construction for remaining poles	Complete installation of remaining poles and re-energize sub-transmission Circuit #1.	3/31/26	$ 575,000

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: **October 28, 2025**

SUBJECT: **Acceptance of Various Easements on APN 541-330-004 at 1350 Barbour Street**

RECOMMENDATION:

Accept Various Easements on APN 541-330-004 at 1350 Barbour Street and direct City Clerk to accept and record said easements.

BACKGROUND:

In the course of development on Assessor's Parcel Number (APN) 541-330-004 at 1350 Barbour Street, conditions of approval on the project required that various easements be offered to the City of Banning. Each of the three required easements are listed below:

1. Barbour Street Right of Way: The property owner is offering a Right-of-Way Dedication for Road and Utility Purposes along Barbour Street to meet the Circulation Element requirements for a Divided Collector in commercial and industrial land use areas.
2. West Property Line Utility Easement: The property owner is offering an Easement for Public Utility and Access purposes along the western property line, expanding the existing utility easement over existing utility lines to provide adequate space for continued maintenance of the existing utility lines.
3. Onsite Emergency Access: The property owner is offering an Easement for Emergency Access Purposes along the onsite access road. This easement allows for emergency vehicles to access the project site and requires that the easement area be maintained free and clear of any obstructions that would restrict the ability for emergency vehicles to access the property.

JUSTIFICATION:

It is necessary to obtain the easements to comply with the approved Conditions of Approval for Right-of-Way on Barbour Street, Public Utility Purposes along the east project boundary, and emergency access through the project site.

FISCAL IMPACT:

None.

ALTERNATIVES:

Do not accept the easements and provide alternate direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. APN 541-330-004 Emergency Access Easement (COA, Grant Deed, Plat, Legal).pdf.pdf
2. APN 541-330-004 Public Utility and Access Easement (COA, Grant Deed, Plat, Legal).pdf.pdf
3. APN 541-330-004 Road and Utility Purposes (COA, Grant Deed, Plat, Legal).pdf.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 EMERGENCY ACCESS PURPOSES for APN:541-330-004 dated 10/16/2025, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 28 day of October, 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: 541-330-004

DOCUMENTARY TRANSFER TAX $.....
Computed on the consideration or value of property conveyed: OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

Signature of Declarant or Agent determining tax - Firm Name

EASEMENT – EMERGENCY ACCESS 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 political subdivision of the State of California, and its successors or assigns an easement for emergency access 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 16 day of October, 2025.

D Barbour Corp.
Individual/Corporation (Type Name)

Signature

Michelle J Um / OWNER.
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 10/16/2025 before me, Marisa Jean Holst - Notary Public
(insert name and title of the officer)

personally appeared Michelle J. Um,
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.

MARISA JEAN HOLST
Notary Public - California
Riverside County
Commission # 2466806
My Comm. Expires Oct 16, 2027

Signature Marisa Holst (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT

BEING A PORTION OF PARCEL 1 AS SHOWN BY PARCEL MAP NO. 27635 IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON FILE IN BOOK 182, PAGES 29 AND 30, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHING THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND 24.00 FEET WIDE, LYING 12.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF JUAREZ STREET (30.00 FEET IN EASTERLY HALF WIDTH) WITH THE CENTERLINE OF BARBOUR STREET (30.00 FEET IN SOUTHERLY HALF WIDTH) AS SHOWN ON SAID PARCEL MAP NO. 27635;

THENCE ALONG SAID CENTERLINE OF JUAREZ STREET, SOUTH 0°19'51" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BARBOUR STREET, AS DESCRIBED IN RESOLUTION 1951-1, RECORDED IN BOOK 1264, PAGES 390 AND 391, ON APRIL 23, 1951, OFFICIAL RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°22'28" EAST, A DISTANCE OF 316.04 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 1, SOUTH 00°20'19" WEST, A DISTANCE OF 9.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 9.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID SOUTHERLY RIGHT OF WAY LINE OF BARBOUR STREET;

THENCE EASTERLY ALONG SAID PARALLEL LINE, SOUTH 89°22'28" EAST, A DISTANCE OF 52.88 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 30°01'50" WEST, A DISTANCE OF 28.61 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 62.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°38'42", AN ARC DISTANCE OF 32.08 FEET;

THENCE SOUTH 0°23'07" WEST, A DISTANCE OF 424.77 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 62.00 FEET;

THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°55'25", AN ARC DISTANCE OF 97.31 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT

THENCE SOUTH 89°32'18" EAST, A DISTANCE OF 159.33 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 62.00 FEET;

THENCE EASTERLY AND NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°33'47", AN ARC DISTANCE OF 96.92 FEET;

THENCE NORTH 0°53'54" EAST, A DISTANCE OF 452.28 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 33.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°04'47", AN ARC DISTANCE OF 13.87 FEET;

THENCE NORTH 23°10'53" WEST, A DISTANCE OF 0.66 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 36.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°20'56", AN ARC DISTANCE OF 14.04 FEET, TO A POINT ON SAID PARALLEL LINE, SAID POINT ALSO BEING THE **POINT OF TERMINUS** OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID STRIP BEING PROLONGED OR SHORTENED SO AS TO TERMINATE ON SAID PARALLEL LINE 9.00 FEET SOUTHERLY FROM THE SOUTHERLY RIGHT-OF-WAY LINE.

CONTAINING 0.75 ACRES, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS, AND RIGHT-OF-WAY OF RECORD, IF ANY.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION

MICHAEL E. JOHNSON, L.S. 7673

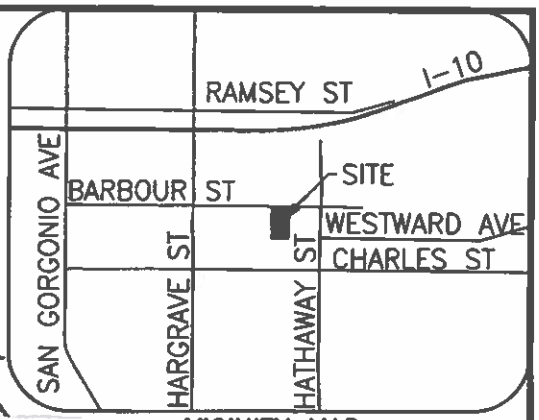
7/22/25
DATE



PREPARED BY RSB
CHECKED BY MEJ

EXHIBIT "B"

ACCESS EASEMENT



R/W PER RESOLUTION 1951-1, BK. 1264, PG. 390 AND 391, O.R. RIVERSIDE COUNTY

POC

C/L BARBOUR ST.

L1 (N00°06'08"W 30.00')

30'

30'

S89°22'28"E 316.04'
(N89°48'10"W 316.01')

NW COR. PAR. 1
(N00°06'08"W) L2

SLY R/W LINE BARBOUR ST.

C/L JUAREZ ST

L3

TPOB

L4

N59°58'10"W (R)

C1

POT

L5

C5

C4

24'

ELY LINE PAR. 1
PER PM 182/29-30

WLY LINE PAR. 1
PER PM 182/29-30

PARCEL 1
PM 182/29-30

APN 541-330-004

S0°23'07"W
424.77'

N0°53'54"E
452.28'

ACCESS ESMT.
0.75 ACRES

24'

C2

C3

S89°32'18"E 159.33'

NOTES:

1) SEE SHEET 2 FOR LINE AND CURVE DATA
2) SEE SHEET 2 FOR EASEMENT NOTES
3) ( ) INDICATES RECORD BEARING PER PM 182/29-30
4) POC POINT OF COMMENCEMENT
5) TPOB TRUE POINT OF BEGINNING
6) POT POINT OF TERMINUS

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7873
STATE OF CALIFORNIA

7/22/25

N
W WEBB E
S

1" = 100'

100' 0' 100'

SEC. 10, T3S, R1E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF BANNING

H:\2023\23-0156\Drawings\Final\Mapping\Legals & Plats\23-0156 FIRE ACCESS ESMT PLAT.dwg
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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O. 23-0156

SCALE: 1"=100'

DRWN BY RSB DATE 6/17/2025
CHKD BY MEJ DATE

SUBJECT: ACCESS EASEMENT

EXHIBIT "B"

ACCESS EASEMENT

(1) INDICATES A WATER EASEMENT PER DOCUMENT NO. 41318 RECORDED 03/04/1983, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL LINE AND CURVE TABLE			
LINE #/CURVE #	LENGTH	RADIUS	BEARING/DELTA
C1	32.08	62.00	29°38'42"
C2	97.31	62.00	89°55'25"
C3	96.92	62.00	89°33'47"
C4	13.87	33.00	24°04'47"
C5	14.04	36.00	22°20'56"
L1	30.00		S00°19'51"W
L2	9.00		S00°20'19"W
L3	52.88		S89°22'28"E
L4	28.61		S30°01'50"W
L5	0.66		N23°10'53"W

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA

7/22/25

SEC. 10, T3S, R1E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF BANNING

H: 2023 23-0156 Drawings Final Mapping Legals & Plat 23-0156 FIRE ACCESS ESMT PLAT.dwg
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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 2

W.O. 23-0156

SCALE: 1"=100'

DRWN BY RSB DATE 6/17/2025
CHKD BY MEJ DATE

SUBJECT: ACCESS EASEMENT

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 PUBLIC UTILITIES & ACCESS PURPOSES for APN:541-330-004 dated 09/11/2025, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 28 day of October, 2025, and the grantees consent to recordation thereof by its duly authorized agent.

Dated:_____

CITY OF BANNING

By_____
Sandra Calderon
Acting Administrative City Clerk

CALIFORNIA CERTIFICATE OF 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 Orange)

On 9/11/2025 before me, Henry Chang, Notary Public,
(here insert name and title of the officer)

personally appeared Michelle Um

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.

NRO1 HENRY CHANG COMM. #2485431 Notary Public · California Orange County My Comm. Expires Mar. 26, 2028 NRO1

Signature _____ (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

© Copyright 2007-2021 Notary Rotary, PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form

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: 541-330-004	

DOCUMENTARY TRANSFER TAX $.....
Computed on the consideration or value of property conveyed: OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

_____
Signature of Declarant or Agent determining tax - Firm Name

EASEMENT – PUBLIC UTILITY AND ACCESS 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 political subdivision of the State of California, and its successors or assigns an easement for public utility and access 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 11 day of September 2025.

D Barbour Corp
Individual/Corporation (Type Name)

Signature

Michelle J Um / owner
Name and Title (Type)

See acknowledgements attached to this document.

EXHIBIT "A"
LEGAL DESCRIPTION
UTILITY EASEMENT

BEING A PORTION OF PARCEL 1 AS SHOWN BY PARCEL MAP NO. 27635 IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON FILE IN BOOK 182, PAGES 29 AND 30, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHING THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND 5.00 FEET WIDE, LYING EASTERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF JUAREZ STREET (30.00 FEET IN HALF WIDTH) AS SHOWN ON SAID PARCEL MAP NO. 27635, WITH THE CENTERLINE OF BARBOUR STREET (30.00 FEET IN SOUTHERLY HALF WIDTH) AS SHOWN ON SAID MAP;

THENCE ALONG SAID CENTERLINE OF JUAREZ STREET,
SOUTH 0°19'51" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BARBOUR STREET, AS DESCRIBED IN RESOLUTION 1951-1, RECORDED IN BOOK 1264, PAGES 390 AND 391, ON APRIL 23, 1951, OFFICIAL RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE,
SOUTH 89°22'28" EAST, A DISTANCE OF 316.04 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1,
SOUTH 0°20'19" WEST, A DISTANCE OF 9.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 9.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID SOUTHERLY RIGHT OF WAY LINE OF BARBOUR STREET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°22'28" EAST, A DISTANCE OF 9.96 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ON THE EASTERLY LINE OF THAT 10.00 FOOT WATER EASEMENT AS DESCRIBED IN INSTRUMENT NUMBER 41318, RECORDED ON MARCH 4, 1983, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID EASTERLY LINE, SOUTH 0°19'51" WEST, A DISTANCE OF 625.70 FEET TO A POINT ON THE CENTERLINE OF WESTWARD AVENUE PER SAID PARCEL MAP, AND TO THE END OF THIS REFERENCE LINE DESCRIPTION.

THE SIDELINE OF SAID STRIP BEING PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY ON SAID LINE PARALLEL TO THE SOUTHERLY RIGHT OF WAY OF BARBOUR STREET, AND SOUTHERLY ON SAID CENTERLINE OF WESTWARD AVENUE.

CONTAINING 3,128 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
UTILITY EASEMENT

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS, AND RIGHT-OF-WAY OF RECORD, IF ANY.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION

MICHAEL E. JOHNSON, L.S. 7673 — DATE 7/22/25



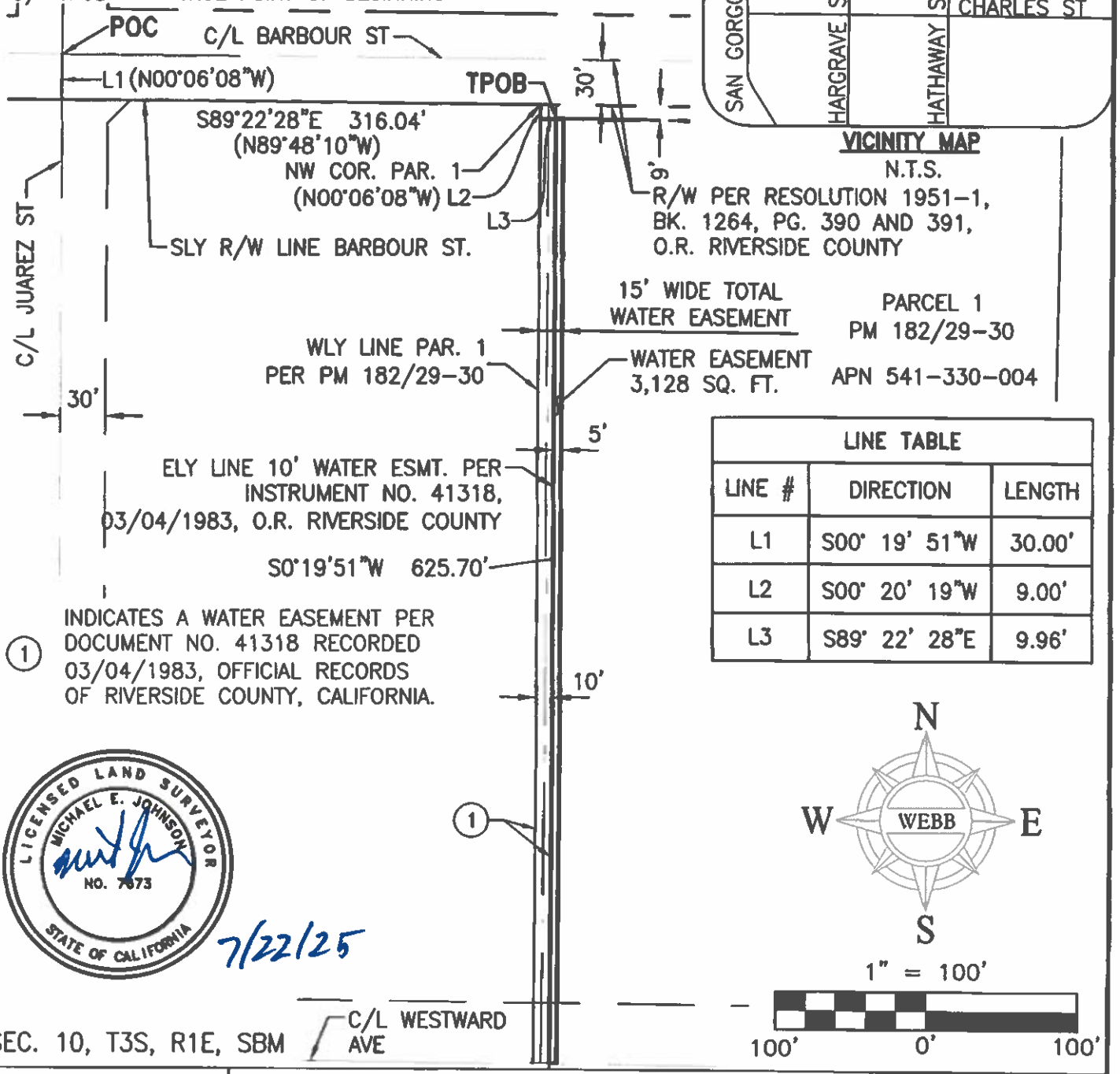
PREPARED BY RSB
CHECKED BY MEJ

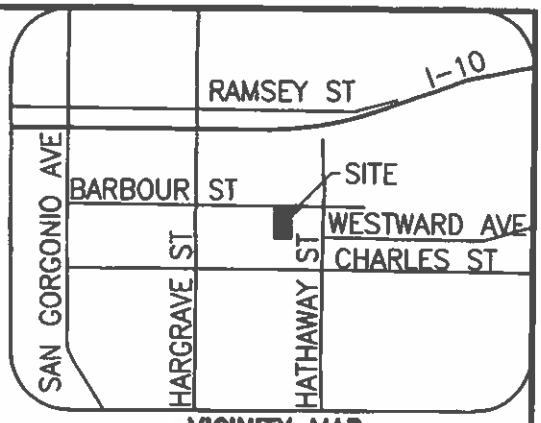
EXHIBIT "B"

UTILITY EASEMENT

NOTES:

1) ( ) INDICATES RECORD BEARING PER PM 182/29-30
2) POC POINT OF COMMENCEMENT
3) TPOB TRUE POINT OF BEGINNING





VICINITY MAP
N.T.S.

PARCEL 1
PM 182/29-30
APN 541-330-004

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00° 19' 51"W	30.00'
L2	S00° 20' 19"W	9.00'
L3	S89° 22' 28"E	9.96'

① INDICATES A WATER EASEMENT PER DOCUMENT NO. 41318 RECORDED 03/04/1983, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

7/22/25

1" = 100'

100' 0' 100'

SEC. 10, T3S, R1E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF BANNING

H:\2023\23-0156\Drawings\Final\Mapping\Legals & Plats\23-0156 WATER ESMT PLAT.dwg
6/17/2025 4:50 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O. 23-0156

SCALE: 1"=100' | DRWN BY RSB DATE 6/17/2025 | CHKD BY MEJ DATE _____ | SUBJECT: UTILITY EASEMENT

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 RIGHT OF WAY DEDICATION – ROAD AND UTILITIES PURPOSES for APN:541-330-004 dated 10/16/2025, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 28 day of October, 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: 541-330-004

DOCUMENTARY TRANSFER TAX $.....
Computed on the consideration or value of property conveyed: OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

Signature of Declarant or Agent determining tax - Firm Name

RIGHT-OF-WAY DEDICATION – ROAD AND UTLITIES PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby make an irrevocable R.O.W. DEDICATION to the City of Banning, a municipal corporation, and its successors or assigns for public road, street, highway, and utilities 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 offer of dedication, 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 16 day of October, 20 25.

D Barbour Corp
Individual/Corporation (Type Name)

Signature

Michelle J um / owner
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 10/16/2025 before me, Marisa Jean Holst - Notary Public
(insert name and title of the officer)

personally appeared Michelle J. Um,
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.

MARISA JEAN HOLST
Notary Public - California
Riverside County
Commission # 2466806
My Comm. Expires Oct 16, 2027

Signature Marisa Holst (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC ROAD AND UTILITY EASEMENT

BEING A PORTION OF PARCEL 1 AS SHOWN BY PARCEL MAP NO. 27635 IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON FILE IN BOOK 182, PAGES 29 AND 30, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND 9.00 FEET WIDE, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF JUAREZ STREET (30.00 FEET IN HALF WIDTH) AS SHOWN ON SAID PARCEL MAP NO. 27635, WITH THE CENTERLINE OF BARBOUR STREET (30.00 FEET IN SOUTHERLY HALF WIDTH) AS SHOWN ON SAID MAP;

THENCE ALONG SAID CENTERLINE OF JUAREZ STREET,
SOUTH 0°19'51" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BARBOUR STREET, AS DESCRIBED IN RESOLUTION 1951-1, RECORDED IN BOOK 1264, PAGES 390 AND 391, ON APRIL 23, 1951, OFFICIAL RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE,
SOUTH 89°22'28" EAST, A DISTANCE OF 316.04 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 1, AND TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°22'28" EAST, A DISTANCE OF 342.42 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL 1, AND TO THE END OF THIS REFERENCE LINE DESCRIPTION.

THE SIDELINE OF SAID STRIP BEING PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE WESTERLY AND EASTERLY LINES OF SAID PARCEL 1.

CONTAINING 3,081 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS, AND RIGHT-OF-WAY OF RECORD, IF ANY.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION

MICHAEL E. JOHNSON, L.S. 7673

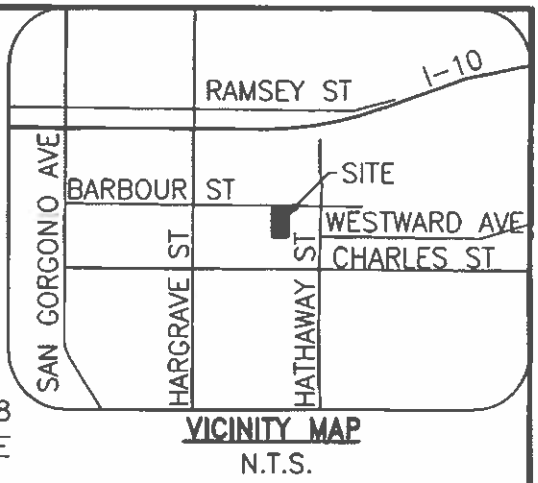
7/22/25
DATE



PREPARED BY RSB
CHECKED BY MEJ

EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

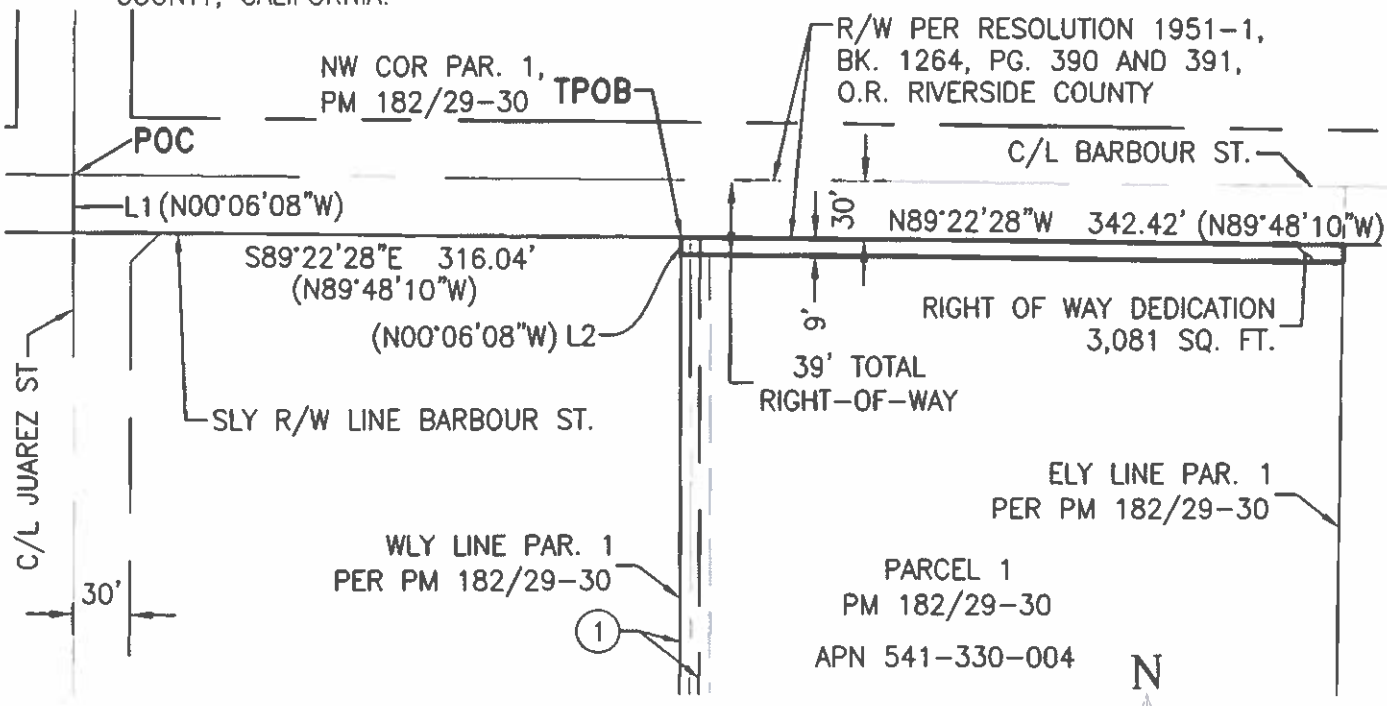


VICINITY MAP
N.T.S.

NOTES:

1) ( ) INDICATES RECORD BEARING PER PM 182/29-30
2) POC POINT OF COMMENCEMENT
3) TPOB TRUE POINT OF BEGINNING

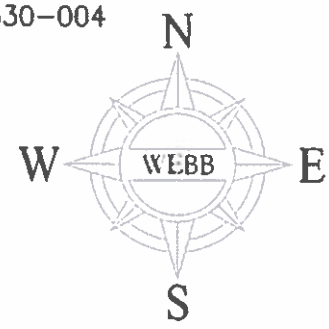
(1) INDICATES A WATER EASEMENT PER DOCUMENT NO. 41318 RECORDED 03/04/1983, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA

7/22/25

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00° 19' 51"W	30.00'
L2	S00° 20' 19"W	9.00'



1" = 100'

100' 0' 100'

SEC. 10, T3S, R1E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF BANNING

H:\2023\23-0156\Drawings\Final Mapping Legals & Plats 23-0156 BARBOUR R/W PLAT.dwg
6/17/2025 1:58 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O. 23-0156

SCALE: 1"=100'

DRWN BY RSB DATE 6/17/2025
CHKD BY MEJ DATE

SUBJECT: PUBLIC ROAD AND UTILITY EASEMENT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Interim City Manager**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-144, Awarding a Professional Services Agreement to ICF Incorporated, LLC for Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan in the Amount of $309,946 and Rejecting All Other Bids**

RECOMMENDATION:

Adopt Resolution 2025-144

BACKGROUND:

The City submitted a competitive Sustainable Transportation Planning grant application to the California Department of Transportation ("Caltrans") to fund the development of a Zero-Emission Vehicle (ZEV) Fleet and Infrastructure Transition Action Plan ("ZEV Plan"). The purpose of the ZEV Plan is to establish comprehensive framework to guide electrification of the City's municipal fleet and the City-run transit system, Banning Connect, to compliance with State fleet electrification mandates such as Advanced Clean Fleets.

Following Caltrans' review and approval, City staff presented the project and associated funding opportunity to the City Council on October 8, 2024. Council approved participation under Resolution 2024-160.

With the funding award, the City will prepare a ZEV Plan that will: (1) Assess current and future needs for fleet electrification and supporting charging infrastructure; (2) Identify priority projects such as constructing charging facilities, selecting vehicles for phased replacement, and evaluating cost-effective zero-emission vehicle procurement options; and (3) Develop a comprehensive, phased strategy for implementation.

The ZEV Plan will serve as a roadmap for advancing the City toward California's statewide goal of achieving 100% zero-emission medium- and heavy-duty vehicles by 2045. Implementation of the Plan is expected to reduce greenhouse gas (GHG) emissions, improve local air quality, expand equitable access to clean transportation, and ensure the City's fleet and transit services continue to operate reliably and efficiently.

City staff prepared a Request for Proposals (RFP) consistent with the project scope, which was advertised in the local newspaper and released through ProcureNow on June 16, 2025. The City received four proposals by the submission deadline of July 31, 2025. A review committee evaluated and scored the proposals based on qualifications, approach, and cost. The results are summarized below:

Consultant	Score
1) ICF Incorporated, LLC	90.33
2) Kittelson & Associates, Inc.	82.00
3) Burns & McDonnell Western Enterprises, Inc.	65.33
4) ERM	56.33

JUSTIFICATION:

To fulfill the City's grant obligations and advance its strategic goals, it is necessary to enter into a Professional Services Agreement for the development of a ZEV Plan.

ICF Incorporated, LLC received the highest evaluation score, reflecting strong qualifications, relevant ZEV planning experience, and a well-defined approach that includes value-added services. Based on the evaluation, staff recommends awarding the Professional Services Agreement to ICF in the amount of $309,946.

FISCAL IMPACT:

The Professional Services Agreement in the amount of $309,946 will be funded entirely through the Caltrans grant award, with no impact to the City's General Fund. Appropriation of $309,946 to Account 610-5800-434-33-11 is required. Grant reimbursements will be requested periodically throughout the duration of the project.

ALTERNATIVES:

Do not approve Resolution 2025-144 and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2025-144.docx
2. Exhibit A ICF PSA Zero emission action plan.pdf
3. Resolution_2024-160__Sustainable_Communities_Grant.pdf
4. ICS Proposal.pdf
5. RGA Agreement-74A1708.pdf

RESOLUTION 2025-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ICF INCORPORATED, LLC FOR ZERO-EMISSION VEHCILE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN IN THE AMOUNT OF $309,946 AND REJECTING ALL OTHER BIDS

WHEREAS, on October 8, 2024, City Council authorized the participation in the California Department of Transportation Sustainable Transportation Planning Grant Program under Resolution 2024-160; and

WHEREAS, the City was awarded grant funding to prepare a Zero-Emission Vehicle (ZEV) Fleet and Infrastructure Transition Action Plan to establish comprehensive framework to guide electrification of the City's municipal fleet, Banning Connect transit system and supporting infrastructure; and

WHEREAS, the plan will assess current and future electrification needs, identify priority projects including charging facilities and phased vehicle replacement, and develop a comprehensive, phased strategy for implementation consistent with California's goals of achieving 100% zero-emission medium-and heavy-duty vehicles by 2045; and

WHEREAS, City staff developed and issued a Request for Proposals (RFP) soliciting qualified firms to provide services in alignment with the grant program guidelines, the City's application and the executed grant agreement; and

WHEREAS, the RFP was advertised in the local newspaper and officially released through ProcureNow on June 6, 2025 with a response of four (4) proposals being received as summarized below:

	Consultant	**Score**
1)	ICF Incorporated, LLC	90.33
2)	Kittelson & Associates, Inc.	82.00
3)	Burns & McDonnell Western Enterprises, Inc.	65.33
4)	ERM	56.33

WHEREAS, ICF Incorporated, LLC received the highest score, demonstrating strong qualifications, relevant ZEV planning experience and well-defined approach with value-added services; and

WHEREAS, the Professional Services Agreement in the amount of $309,946 will be funded entirely through the Caltrans grant award with no impact to the City's General Fund with an appropriation to Account 610-5800-434-33.11 (Professional Services) being required.

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

SECTION 1. The City Council approves the Professional Services Agreement with ICF Incorporated, LLC for the Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan for a 3-year term in an amount of $309,946 and subsequent amendments to extend the

Agreement for up to two additional single year terms upon satisfactory performance, with a total not-to-exceed amount of $309,946 over five (5) years.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Agreement and to execute the Agreement with ICF Incorporated, LLC on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 28th day of October, 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 2025-144, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th 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

AGREEMENT FOR PROFESSIONAL SERVICES (C01144) FOR THE ZERO-EMISSION VEHICLE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN BY AND BETWEEN CITY OF BANNING AND ICF INCORPORATED, L.L.C DBA ICF CONSULTING, LLC

AGREEMENT FOR PROFESSIONAL SERVICES (C01144) FOR THE ZERO-EMISSION VEHICLE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN BY AND BETWEEN CITY OF BANNING AND ICF INCORPORATED, L.L.C DBA ICF CONSULTING, LLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and ICF INCORPORATED, L.L.C, A DELAWARE CORPORATION DBA ICF CONSULTING, LLC ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a Request for a Proposal (RFP # 24-094) for the performance of the services for Zero-Emission Vehicle Fleet & Infrastructure Transition Action Plan and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit

for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Janine Egler	Senior Contracts Administrator

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.15 Debarment or Suspension.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Three Hundred Nine Thousand Nine Hundred Forty-Five Dollars and Forty Cents ($309,945.40) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date November 1,2025, Through October 31,2026, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising

from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All

sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the

provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other

relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Art Vela Interim City Manager City of Banning 99 East Ramsey Street Banning, California 92220 Email: avela@banningca.gov
With a courtesy copy to:	John Pinkney, Acting City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com

If to Consultant: Attn: Janine Egler
Senior Contracts Administrator
ICF Incorporated, L.L.C. dba ICF Consulting, LLC
1902 Reston Metro Plaza
Reston, VA 20190
Email: Janine.egler@icf.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Art Vela, Date
Interim City Manager

ATTEST:

Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

John O. Pinkney Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing a Zero-Emission Vehicle Fleet & Infrastructure Transition Action Plan prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

Statement of Understanding and Approach

This section outlines the general approach the ICF team will use to execute the various scopes of work that may be defined under this contract. This approach details the capabilities and tools which the ICF team has used to complete this type of work in the past and demonstrates our unique qualifications for this work. We specialize in providing services tailored to support the City of Banning's efforts in transitioning its fleet to zero-emission vehicles and developing the necessary infrastructure to ensure seamless and efficient implementation. We are committed to delivering solutions that align with the state's requirements under ACF, and which provide the lowest total cost of ownership for the City and its taxpayers.

Project Understanding

To accelerate the adoption of Zero Emission Vehicles (ZEVs), the state of California has implemented a range of measures, including mandates requiring automakers to produce a certain percentage of ZEVs, financial incentives for consumers, and investments in charging and fueling infrastructure. To date, California has implemented several regulations that put the state on an ambitious transportation electrification pathway. **Exhibit 1** provides a summary of the most significant regulations currently in effect pertaining to the zero-emission transition of on-road vehicles.

Exhibit 1. California regulations are supporting ZEV deployment.

Advanced Clean Trucks	Advanced Clean Cars 2.0	Advanced Clean Fleet	Innovative Clean Transit
Manufacturer Sales Requirement Increasing percentage of truck sales in California should be zero-emission	**Manufacturer Sales Requirement** Full transition to light-duty ZEVs and plug-in hybrid EVs (PHEVs) by 2035	**Zero-Emission Truck Purchase** (> 8,500 lbs.) Starting in 2024, 50% must be ZEVs, ramping up to 100% by 2027	**Zero-Emission Transit Purchase** Full transition of public transit fleet to ZEVs by 2040
	Post 2035, only ZEVs will be available for purchase.	*This affects the municipalities' MD/HD fleet starting in 2024.*	

The ACF regulation is set to significantly influence public fleets' short-term compliance priorities and long-term strategies in fleet procurement, maintenance, and operation. This regulation requires state and local government across California to establish and develop robust fleet transition plans and focus on creating a future-proof ZEV infrastructure plan. Navigating through the intricacies of the ACF rule can be a challenge, with exemptions and compliance nuances adding layers of complexity. Similarly, the ICT regulation requires transit agencies to transition their fleets to ZEV and submit zero-emission bus rollout plans, which the City has already done as of 2023. With these rules, fleets are confronted with the task of not just meeting regulatory requirements but strategically transforming their operational landscape. Understanding the implications of exemptions, meeting compliance milestones, and embracing zero-emission technologies are all critical components in this dynamic regulatory landscape.

In alignment with the state's vision and regulatory framework, the City of Banning (City) recognizes the importance of becoming ZEV-ready, aligning its fleet operations with the CARB ZEV mandates, ICT, and ACF rule. To move towards a zero-emission fleet, the City will require a robust and thoughtful plan for both fleet transition and infrastructure deployment. This plan will need to consider the unique characteristics of the fleets, account for challenges with deployment of refueling infrastructure, and provide optimization strategies to reduce the capital, operational, and maintenance cost of this transition.

We understand that the full transition to ZEVs or other alternative fuel technologies is far from trivial. Specifically, this transition is going to be challenging for medium and heavy duty (MD/HD) vehicles in terms of the technology availability, the cost, and particularly the requisite ZEV charging or refueling infrastructure. It is also important to note that many municipalities use specialized vehicles and equipment like sewer trucks, refuse trucks, vacuum trucks, and cranes. These vehicles require not only traditional original equipment manufacturers for vehicle manufacturing but also upfitters skilled in configuring these vehicles to meet specific municipal needs. Furthermore, there are also often

Use or disclosure of data contained on this sheet is subject to the restrictions on the title page of this proposal

opportunities for right-sizing and leveraging motor pool systems as strategies to improve cost efficiency, resource optimization, and environmental sustainability of the fleet. Throughout this process, it is also important to keep local residents informed about the environmental and health benefits of deploying ZEVs in their communities. This enables the City to lead by example in ZEV adoption and explore shared charging options for residents.

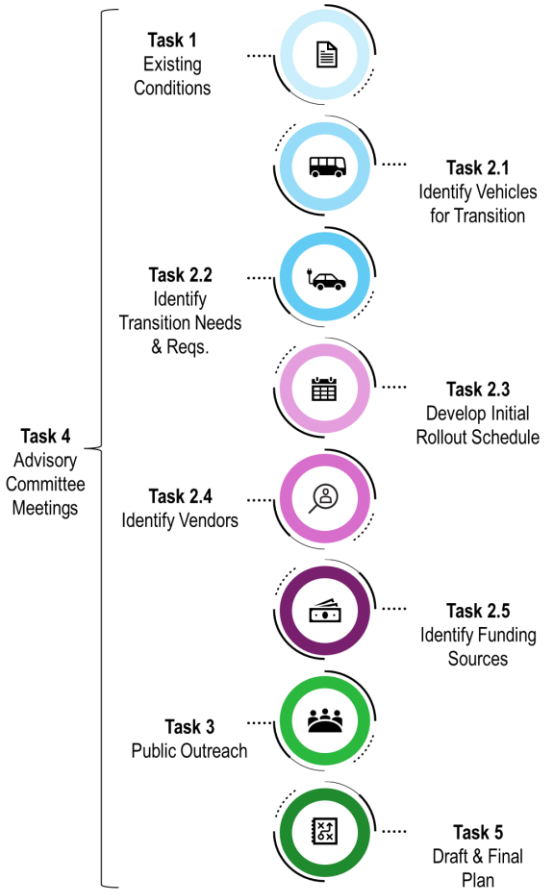
This project is intended to conduct a comprehensive study for the transition of the fleet for the City to: a) evaluate the City's fleet and provide recommendations to transition from fossil fuel vehicles to clean transportation options; b) develop a sustainable ZEV infrastructure plan for City fleet vehicles; and 3) identify funding options and financing strategies to support this transition. This study will serve as a blueprint for how the City can transition its fleet to electric and/or hydrogen and deploy the charging and refueling infrastructure needed to power them.

Our Approach At-a-Glance

For this project, the ICF team will leverage our extensive experience and expertise along with our proven analytical tools to craft a customized fleet transition strategy and robust EV infrastructure plan tailored for City fleets. With over a decade of experience collaborating with municipalities nationwide and in California, including Los Angeles County, we have developed these tools to reflect our comprehensive understanding of the unique challenges and requirements associated with transitioning municipal fleets to EVs. Additionally, these tools incorporate the latest data and information on the market availability of EVs and EV supply equipment (EVSE).

As part of this project, the City will receive a detailed fleet electrification transition plan, which will include a robust EV replacement schedule. We will first start by analyzing the fleet inventory data as well as any telematics data provided by the City to identify opportunities for fleet rightsizing. Next, for each vehicle in the current fleet, the plan will recommend an equivalent EV, provided such an option is available and can meet the operational and financial constraints provided by the City. For vehicles where a zero-emission vehicle (ZEV) equivalent is currently unavailable, ICF will provide recommendations of alternative technology where feasible.

Exhibit 2. ICF's Proposed Step-by-Step Approach



This plan will also encompass an in-depth analysis to determine the optimal number, type, and location of charging stations, including detailed cost assessments and deployment schedules. Our approach will focus on identifying the most economical and feasible methods for system upgrades while also formulating strategic plans for vehicle procurement and EV infrastructure deployment. Importantly, the fleet transition plan will be accompanied by a specific timeline and cost of ownership estimates, providing the City with a clear, structured pathway to achieve their fleet electrification goals efficiently and effectively.

Technical Approach

The ICF team will develop a fleet transition plan for the City's fleet vehicles, focusing on zero-emission replacements tailored to each department's needs. While EVs will be prioritized, other low and zero-emission options may also be considered. The assessment will cover fleet requirements, available vehicle options, and necessary charging infrastructure. Below is our detailed work plan based on the Scope of Services.

Notably, this approach consists of **two different price points** designed to provide the city with options depending on whether they want to strictly complete the scope as written in the RFP or receive additional value through additional analyses that seek to drastically improve the work of implementing the proposed plan. These additional items are spelled out in the *Value-Added Services* appendix with pricing information in the Price Proposal. Notably, the upgraded scope includes full RFP support and sourcing process for the charging infrastructure needed by the city, two additional pop-ups or public meetings for outreach and 30%, 60% and 90% conceptual engineering drawings for the charging infrastructure at two sites.

Task 1. Existing Conditions

Review Existing Plans and Information: ICF understands that a thorough review of existing plans and data is essential to grounding the ZEV Transition Action Plan in the City of Banning's current context, priorities, and constraints. Our approach to this task is structured, efficient, and informed by our experience conducting similar reviews for agencies such as the City of San Diego, City of Moreno Valley, City of Colton, LA County, and SCAG.

We will begin by compiling and cataloging all relevant documents, including Banning's General Plan, Zero-Emissions Bus Rollout Plan, Short Range Transit Plan, and regional plans such as SCAG's 2024 Connect SoCal and WRCOG's Subregional Climate Action Plan. Our team will extract key policies, goals, and infrastructure references that intersect with fleet electrification and charging infrastructure development.

In parallel, we will conduct a literature review of EV infrastructure best practices, drawing from ICF's internal knowledge base and national resources such as the DOE's Alternative Fuels Data Center. This review will identify common barriers, proven solutions, and cost benchmarks to inform the City's planning framework.

We will also analyze demographic and land use data to identify disadvantaged communities and high-priority areas for equitable EV and infrastructure deployment. This includes reviewing CalEnviroScreen data, census tract-level indicators, and transit ridership patterns to ensure the plan supports inclusive access and environmental justice.

Finally, our team will review current and completed environmental studies, transit routes, and ridership data to understand existing mobility patterns and infrastructure constraints. This will help us align ZEV infrastructure recommendations with operational needs and community travel behavior.

Conduct Fleet & Facility Asset Inventory: Next, the ICF team works with the City's fleet manager and designated personnel to gather current fleet data on the existing vehicles within the fleet. The data will be organized and evaluated to collect information such as the following:

Vehicle Characteristics	
• Vehicle type (e.g., box, utility) • Vehicle fuel type • Make, model, model year • In-service year • Average and maximum daily mileage • Payload • Fleet operation logistics	• Current odometer reading • Current fuel costs • Current maintenance costs • Estimated service life • Operating radius • Specialty use cases • Vehicle replacement schedule

Additionally, to the extent available, the ICF team will work with City staff to collect data on the vehicle dwelling sites:

Site or Depot Information	
• Current parking location and ownership (leased/owned) • Layout of the depot (AutoCAD) • Electrical capacity • Last 12 months of utility billing and usage data	• Information on any existing/planned electrical upgrades • Current fueling site (if any existing ZEV infrastructure) • Maintenance practice • Single line diagrams

In addition to fleet data collection and processing, the ICF team will conduct up to three interviews with City departments to further collect information on fleet operations and obtain insights into the typical range of operating conditions for the vehicles, which may not be available or obvious within the data provided, and to better understand future fleet needs. The ICF team uses time in these interviews to develop a comprehensive understanding of the real and perceived barriers to electrifying City fleet vehicles, existing plans or experience with EV fleet transition, distinct challenges departments are facing, and the operation of any specialty vehicles. The data solicited and information collected from interviews with the fleet managers and/or drivers on future fleet needs is used to create an initial, business-as-usual vehicle replacement schedule.

The ICF team is set to use the available vehicle replacement schedule and capital budget to construct an actionable vehicle replacement plan. We understand the cyclical nature of the government fleets vehicle replacements, typically taking place every 7 to 10 years, as orchestrated through their fleet capital plans and contingent on vehicle availability. The ICF team will leverage information collected from the City and combined with our expertise on fleet vehicle turnover algorithms (based on vehicle purchase cost, maintenance cost, and condition) to determine the most appropriate vehicle replacement schedule for existing vehicles.

For medium and heavy-duty vehicles, ICF collects a variety of operational and usage-related requirements needed to provide tailored recommendations for ZEV which will satisfy existing fleet needs. This includes details like payload or towing capacity, truck configuration (box, stake-bed, tractor, bucket, etc.), auxiliary loads and specialty applications. These criteria can later be used to filter our proprietary EV Model library to find vehicles which meet the specific requirements of the fleet.

Task 1 Deliverables

- List of reviewed documents
- Tables/lists summarizing collected data
- Inventory of findings, photographs, field notes
- Existing conditions memo

Task 2. Analysis

2.1 Identify Vehicles for Transition

Rightsizing: Once the fleet data has been gathered, the ICF team will initiate a fleet rightsizing analysis to identify opportunities where each department could potentially streamline its fleet by maximizing vehicle use while maintaining operational integrity. Our initial step will involve collaborating with the City to establish utilization thresholds for vehicles or vehicle groups, such as the minimum number of miles driven, or hours operated (per day, month, or year) that justifies a vehicle's presence in the fleet. While setting these thresholds, we will factor in a safety margin and a redundancy level to account for potential equipment failure. We will also consider emergency scenarios where, regardless of utilization rates, certain vehicles must be readily available for remedial action. After determining the minimum threshold, the ICF team will calculate the current utilization for each of the vehicles in the fleet, factoring in their usage duration and mileage.

Once the existing vehicles' utilization rates are identified, the ICF team will pinpoint over- or underutilized vehicles by comparing their current utilization rate to their utilization threshold. In this process, we will also consider if these vehicles are operating in various locations and during different shifts. For instance, if a vehicle dedicated to Facility A is underutilized, we will examine if another similar vehicle from the same facility could cover its operation and be shared among multiple drivers. In another scenario, for an underutilized vehicle, we will investigate whether there are overlapping shifts and opportunities to adjust the existing work schedule, allowing one vehicle to replace two or more. We will also leverage the insights from this review to also identify whether a motor pool or similar car-sharing options could be feasible and beneficial.

Fleet Transition Assessment: Leveraging outcomes of fleet rightsizing analysis as well as other information collected on the fleet vehicles, the ICF team will employ our in-house fleet assessment model to analyze the City's fleets, characterize their operations, and develop tailored recommendations for the transition of fleet vehicles to EVs (**Exhibit 3**Error! Reference source not found.). This tool, created by DKS, has been carefully maintained and enhanced over time to support a variety of municipal and fleet clients. Using this tool, the ICF team will conduct an overview of currently available and forthcoming BEVs and PHEVs that could potentially replace the vehicle types currently used by the City. The ICF team also has a separate database for fuel cell EVs which it will use for vehicles where cost-effective EV options might not be available.

Exhibit 3. The Proposed Fleet Transition Modeling Process and Transition Planner





Using the fleet transition planner, the ICF team will deliver key recommendations at a vehicle-by-vehicle level and a fleet level. Outputs of the model will include the following:

- Recommended zero emission technologies (battery electric, plug-in hybrid, and fuel cell vehicles)
- Recommended EV replacement makes and models
- Total cost of ownership (TCO), including the upfront and lifecycle vehicle costs
- Identification of vehicle types that are least viable for conversion
- Recommended replacement years
- A fleetwide phased vehicle replacement schedule
- Estimated GHG emissions reductions from EV replacements
- Recommended charger types (e.g., Level 2, DCFC)

When determining the recommended vehicle replacement schedule, we typically start with simple cost-effective replacements while also staying mindful of the complexity and difficulty associated with replacing certain use cases due to insufficient alternatives, operational challenges, unreliable technology, safety, excessive costs, or other identified reasons. For vehicles without currently available EV replacements, the ICF team will provide insights on the potential future availability as well as detailed descriptions of why no recommendation is provided in this project. Additionally, for vehicles where an EV replacement is not recommended due to either excessive cost or lack of technology availability, the ICF team will provide recommendations for other alternative vehicles and fuels as a replacement phase. This recommendation will take into account the availability of alternative vehicles and fuels in Banning, considering the operational needs and siting of that vehicle.

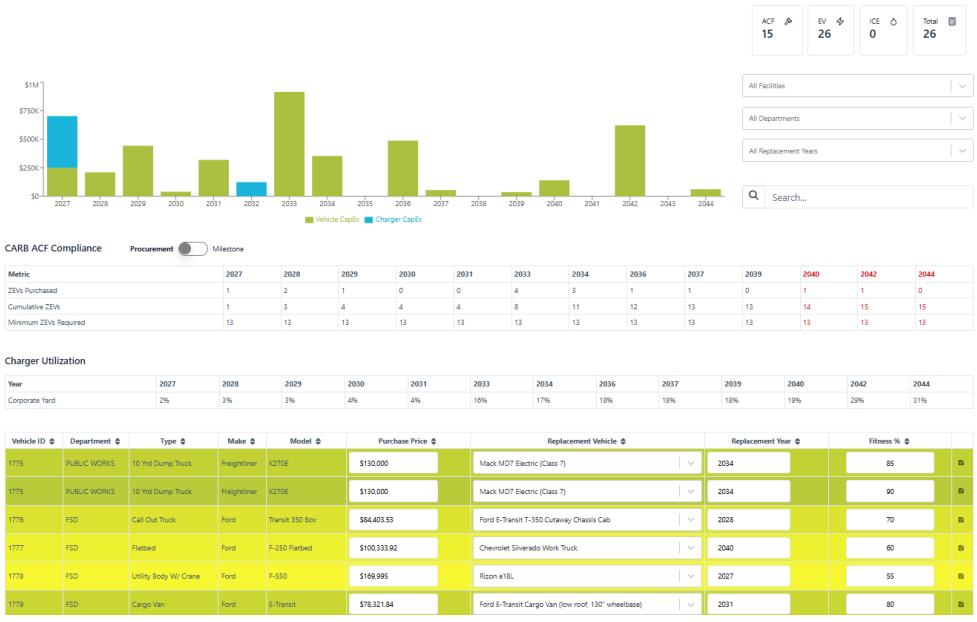


2.2 Identify Transition Needs & Requirements

Vehicle Replacement Recommendations: In working with the City to find ZEV options which can replace all of the vehicles in the fleet, the ICF team employs a collaborative suitability assessment process to identify appropriate vehicle models which can meet the existing City operations. Using DKS's fleet transition planner tool, the team will first filter vehicle options which meet the existing vehicle specifications collected in Task 1. For Banning Connect vehicles, the ICF team will evaluate the recommendations given in ZEB Rollout plan to assess if they still apply and are the best option for the city. This is typically a trivial process for light-duty vehicles but incorporates many criteria for medium and heavy-duty vehicles such as:

- Vehicle body type
- Maximum operating range
- Use case
- Daily mileage
- Towing/hauling capacity

Exhibit 4. Screenshot of Fleet Transition Planner Dashboard

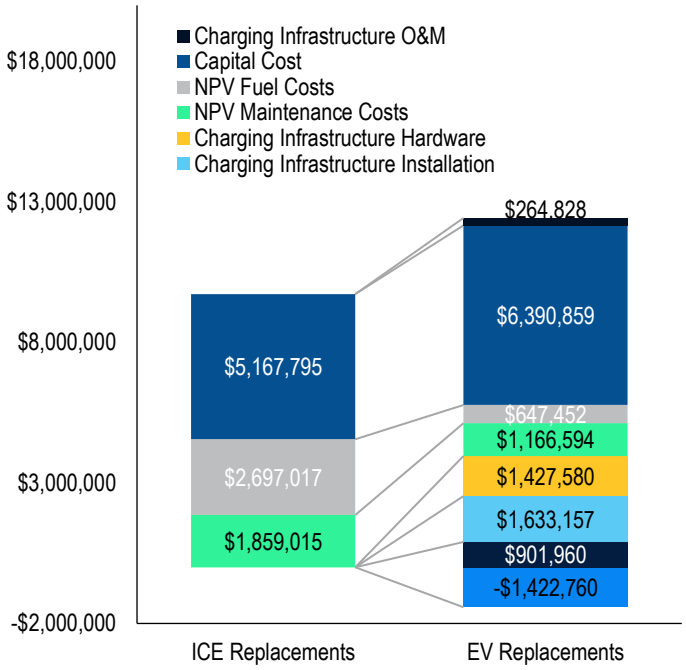


As shown in **Exhibit 4**, the replacement recommendations will be delivered to the city as a dashboard to keep the results current. This dashboard tool allows the City to tweak recommended vehicles, procurement timelines and purchase prices to better align with City preferences, and to stay current in the future after project completion. These

changes are then automatically incorporated in the updated transition timeline and cost estimates by year. In addition, this tool ensures that the City timeline aligns with the requirements set out in ACF and can be further customized to show ICT compliance.

The ICF team will also evaluate manufacturer warranties and support for long-term service when recommending vehicle options. We will identify and recommend the necessary modifications of current procedures to meet the needs of EVs. This evaluation will cover a range of considerations, including updates to equipment, adjustments to the layout, enhancements to safety measures, and other relevant factors, ensuring that the facilities are fully prepared to accommodate the unique requirements of EVs. Based on barriers and priorities identified through conversation with City staff, ICF will offer further recommendations to the City, including best practices for risk mitigation during EV adoption.

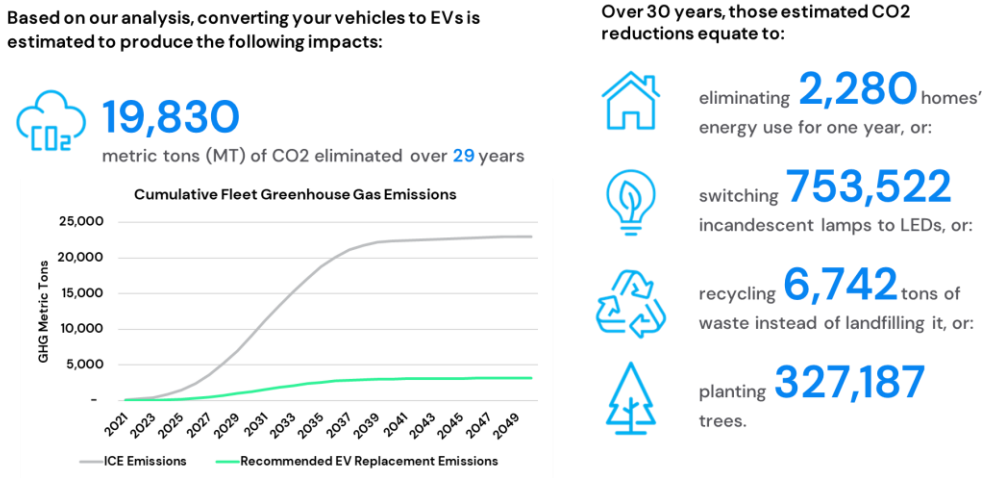
Exhibit 5. Example of TCO Analysis



Total Cost of Ownership (TCO) Analysis: We will then estimate the TCO of owning and operating each vehicle replacement. In addition to vehicle replacement, the TCO analysis will also include the capital, installation, and operational cost of EV supply equipment (EVSE), referencing the work that will be completed under Task 4. Furthermore, we will analyze purchase and lifecycle costs by developing the lifecycle costs of electric and hydrogen fuel vehicles. A cost-benefit analysis will also be provided for the recommended alternatives. This TCO analysis, as shown in Error! Reference source not found., will compare the differences in TCO over the service life of each vehicle between EV replacements and a scenario where the City only replaces their vehicles with ICE vehicles.

Environmental Impacts: In addition to the TCO, the ICF team will conduct a lifecycle assessment accounting for emissions from electricity as well as liquid fuel production and distribution. The fleet transition model can evaluate the GHG emissions reduction potential from the City's electric fleet. An example of GHG analysis for a fleet ICF has worked with in the past is shown in **Exhibit 6** below. The results and outcomes of this analysis will be integrated into community outreach materials, as detailed in the next task, demonstrating the City's commitment to reducing vehicular pollution and enhancing public health for local residents.

Exhibit 6. Sample Fleet GHG Emissions Reduction Impact Analysis



Charging Infrastructure Assessment: Using our fleet modeling results and recommendations developed in the previous task, we will analyze the sites that will require new or upgraded charging infrastructure, including the number, types, and power level of EVSE. This assessment will be conducted using ICF's in-house charging needs assessment tool, which is specifically designed to evaluate the charging energy and power requirements at each site where EV replacements are recommended and where EV operation is concentrated. The algorithms embedded in the tool analyze expected vehicle operations at each site and compare them with critical information on the EVs to accurately estimate daily charging needs. Key factors considered include the vehicles' energy efficiency, daily mileage or operation hours, battery capacity, maximum power acceptance rates, and available charging time.

Based on the anticipated operating conditions and constraints at each site, ICF's in-house tool will provide tailored recommendations for specific charger types and power levels, ensuring that these are optimized on a vehicle-by-vehicle basis. Several outputs from our fleet assessment are key inputs for developing charging infrastructure, including the following:

- Which existing vehicles are recommended for replacement with EVs and what types they are
- How much energy and power each EV will need to charge, as a function of:
  - ✓ Average daily energy consumption (in kWh) – based of daily VMT
  - ✓ Vehicle battery energy capacity (in kWh)
  - ✓ The duration of time each vehicle has to charge between shifts and operations
  - ✓ The maximum power acceptance rate for each vehicle (in kW)
- Where EV replacements will dwell
- Seasonal variation in daily VMT – we want to plan for the worst case while balancing the cost of over installing based on a rare occurrence
- Whether or not smart/networked charging is desired
- Whether or not the fleet will use a charging management system

To determine the location of chargers, the tool uses information on vehicle dwell time, driving routes, parking locations, and the operational characteristics. Fleet vehicles do not necessarily need to be charged at the locations where they are being parked. Similarly, depending on co-locations, charging infrastructure may be considered at sites that multiple department fleets could share. Using this information, the ICF team will develop a baseline charging infrastructure implementation scenario with a rollout schedule that projects the following information:

- The projected number of chargers needed at each site to support the EV replacements over the next 15 years
- The recommended locations of EV charging infrastructure
- The recommended type (e.g., Level 1, Level 2, DCFC) and power level (in kW) of chargers for each vehicle type
- The overall power need associated with charging infrastructure at each site

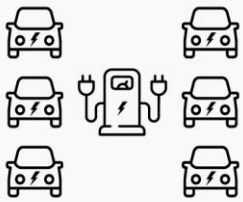
Charging Infrastructure Optimization: One of the key features that sets ICF's in-house tool apart from other charging infrastructure models in the market is its embedded optimization algorithms. These algorithms enable the City to optimize the number of chargers by increasing the vehicle-to-plug (V2P) ratio while maintaining the resilience of both charging and fleet operations. Following the development of the baseline charging infrastructure needs scenario (assuming 1:1 V2P), we then develop an optimized charging infrastructure needs scenario. This involves determining the most appropriate V2P ratio for each facility and groups of vehicles and assessing

1:1 Vehicle to Plug (V2P) Scenario



In this scenario, each vehicle is paired with a dedicated charging plug, ensuring that every vehicle has its designated charging port.

Optimized V2P Ratio Scenario



- Optimized V2P ratio
- Multiple vehicles share a port

This scenario aims to optimize the number of vehicles capable of sharing a charging port. This is accomplished by adjusting the vehicle-to-plug ratio to ensure efficient use of infrastructure while still meeting each vehicle's duty cycle.

the feasibility of smart/scheduled charging. This approach implies using fewer charging stations to service a greater number of EVs, leading to significant cost savings. It reduces the upfront investment in charging infrastructure and minimizes ongoing operational and maintenance expenses. Moreover, this efficient use of resources is particularly beneficial in conserving space, a crucial aspect in urban or densely populated areas. The ICF team will carefully review the recommendations provided by its our tool to identify the highest feasible V2P ratios that can be achieved while ensuring reliability and successful daily operations of the fleet. ICF will also investigate the effects of peak and off-peak pricing on the proposed charging plan – when in some cases it may make sense to make operational changes to allow for cheaper charging. In other cases, we may recommend scheduled charging at night in a way that fits with existing operations but starts after midnight when peak rates have been reduced.

In determining the charging infrastructure needed for each location, the ICF team will also plan for future growth and expansion by considering the scalability of the chosen charging station configurations. Our team will anticipate the potential increase in the City's EV fleet and ensure the selected charging stations can accommodate the additional demand. This may involve allocating additional space and electrical capacity for future installations. By proactively considering scalability, the ICF team will ensure the charging infrastructure can easily adapt and scale up to meet the growing needs of the City's EV fleet.

Hydrogen Fueling Requirement: Should hydrogen fuel cell vehicles be selected or recommended for transitioning the City's fleet vehicles, we will estimate fueling demand using vehicle operation and model efficiency data. If new hydrogen stations are needed at either or both locations, we will consider installation costs (e.g., construction and equipment) according to station capacity. It is also worth noting that while FCEVs can replace gasoline or diesel vehicles without significant changes of operation, the limited supply chain and available make/model on the market make their total cost of ownership high. Therefore, full transparency and education will be key as the City considers their options. As more suppliers like Nikola HYLA and buyers such as transit agencies and long-haul trucking fleets join the market, the technology could progress quickly in the future.

Opportunity for Transit Riders, Communities, and Employee Charging*:* In addition to fleet charging, the ICF team will also evaluate the feasibility of installing publicly accessible community-level charging infrastructure at certain facilities, such as the City's transit station and park facility, an initiative aimed at enhancing EV adoption within communities and for transit riders or City employees. This process involves a collaborative effort with facility managers to assess the frequency of public vehicle visits and the average dwelling time of these vehicles at the facilities. This information is critical in determining both the number of charging stations required and the appropriate power level for each charger. For instance, in scenarios where vehicles are typically parked for more than 2 hours, such as at transit stations, Level 2 chargers would be suitable. These chargers offer a balance between speed and efficiency, making them ideal for longer stays. Moreover, the volume of visiting vehicles and the likelihood of these being EVs will inform the decision on the number of charging stations needed at each facility. However, the mere presence of charging stations may attract additional EV users to these facilities. Therefore, a safety factor will be applied to account for this potential increase in EV traffic. To pinpoint City facilities for public and employee charging, the ICF team will develop a scoring rubric to identify the most suitable facilities for charger installation. Based on this scoring and the assessment, the ICF team will develop recommendations for expanding fleet charging to include the quantity and type of publicly accessible chargers that an eligible facility may consider.

Utility-side Electrical Infrastructure Assessment: Once the team has determined the number, types, output power levels, and locations of chargers to be deployed, we will review the capacity of the three City facilities to support the projected additional electrical load from charging EVs and identify potential site-level and distribution grid impacts of that additional load. To identify potential utility distribution electrical infrastructure impacts, our team will first coordinate with Banning Electric Utility to review data that they already have on the capacity of existing distribution grid infrastructure. In working with Banning Electric Utility, we seek to answer the following questions:

- How large is the electrical service from the utility for each relevant facility?
- How much electrical current is each facility consuming at existing peak power demand levels?
- How much electrical capacity is remaining on the utility-side of the meter at existing peak power demand?
- How much electrical capacity remains on the City's facility side of the meter?

Responses to these questions will help us gather the needed data to conduct the electrical capacity analysis at each facility and to determine any potential impacts to the electric grid. With an understanding of peak power demand and the voltage of service drops at each facility, our team will estimate the maximum current used at each facility at peak power demand. This will then be subtracted from the size of the existing electrical service to provide an estimate of how much electrical capacity is remaining on the utility side of the meter. Our team will then compare that to the projected additional load from EV charging at each facility to determine whether each facility has sufficient utility-side capacity to accommodate chargers or if upgrades may be necessary. ICF will then gather data to understand the size and location of transformers, amount of existing capacity on them, as well as any practical challenges related to charger installation like long trenching distances or insufficient parking near existing transformers. This effort with the utility will be used to update the charger installation timeline to include necessary upgrades on the part of the utility and incorporate that effort into the lead time for each site. It will also be used to update the cost estimates for each site with utility-specific information on the costs of the typical upgrades which we already have in our pricing model. These price estimates are based on industry experience and work with various utilities across the country but can be further refined to take advantage of cost data provided by Banning Electric Utility in order to ensure they align with what will be required of the City.

Broad Expertise Collaborating With Utilities

ICF has extensive experience in working with utilities nationwide to gather key grid data like transformer sizes, peak loads, and substation ratings. This helps assess grid capacity and identify optimal sites for EV charging infrastructure. For instance, in the SCAG Zero-Emission Truck Infrastructure project, ICF worked with **SCE and the Los Angeles Department of Water and Power** to collect crucial grid data for EV infrastructure planning. We have also assisted the **City of Colton Electric Utility Department** in conducting grid impact and infrastructure cost analyses across the service territory to support additional loads, including EV adoption and other new development.

Facility-side Electrical Infrastructure Assessment: After completing the distribution grid capacity analysis, the ICF team will assess the existing electrical infrastructure at the three City facilities for its ability to support the proposed EV charging infrastructure. This evaluation will determine if the current infrastructure is adequate or if upgrades, such as panel upgrades or the installation of step-up/down transformers, are necessary. Should an upgrade be deemed necessary, the ICF team will document this requirement and proceed to evaluate the associated costs, ensuring a comprehensive understanding of the investment required. Additionally, the ICF team will explore the costs related to preparing each facility for the deployment of charging infrastructure, covering a broad spectrum of components crucial for the site's overall readiness, including:

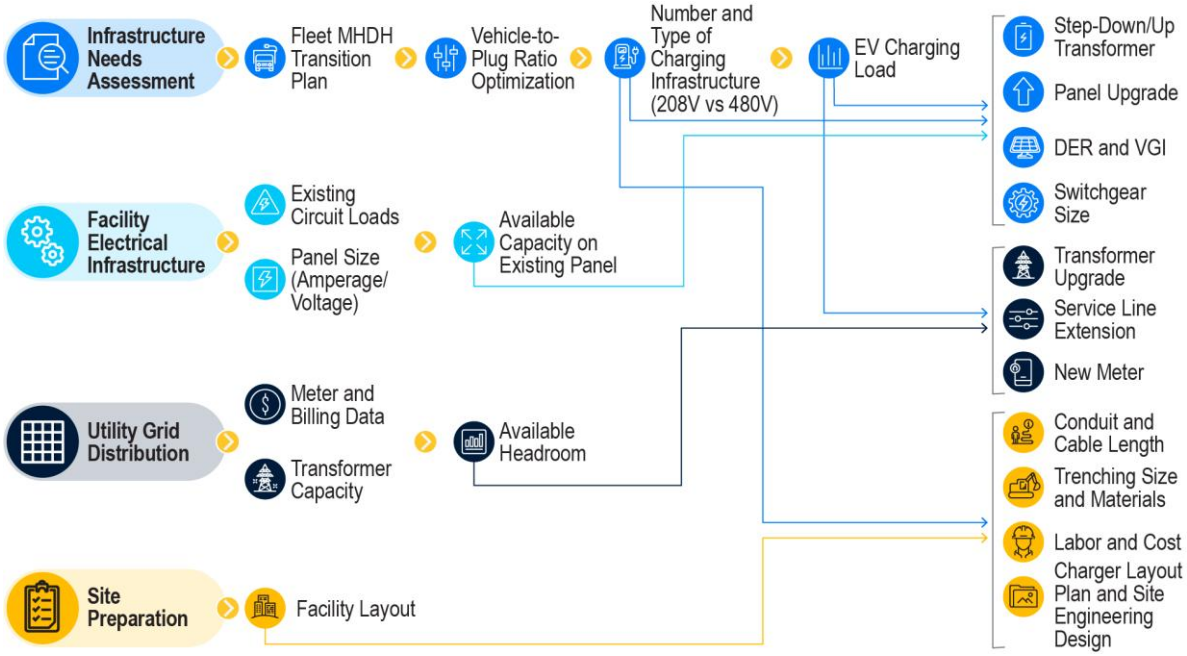
- **Point-of-Service:** Identifying which point-of-service chargers will connect to in order to identify the deficiencies in existing infrastructure for both City and utility infrastructure.
- **Panel and Service Boards:** Estimating costs for upgrading or installing new electrical panels and service boards to accommodate additional loads.
- **Step-up/Step-down Transformers:** Evaluating the costs for installing transformers that are essential for converting electrical power from one voltage to another (to serve both Level 2 and DCFC chargers)—these transformers are crucial in scenarios where a switch between 208 volts (V) to 480 V or vice versa is needed to match the power requirements of the EV charging stations with the facility's existing electrical infrastructure.
- **Meters:** Assessing the need and costs for new or upgraded metering systems to monitor electricity usage.
- **Conduit and Cable:** Calculating the expenses for necessary conduit and cable installations to connect the charging stations.
- **Trenching:** Determining the costs for trenching work required to lay down electrical lines underground.
- **Bollards:** Evaluating the expenses for installing bollards to protect charging stations from accidental vehicular damage.
- **EV Signage and Striping:** Assessing the costs for necessary signage and striping in parking areas to designate EV charging spots.

- **Charge Management:** Recommending solutions for charge management software and hardware to maximize the amount of charging done on off-peak rates and reduce peak rate charging costs.
- **Permits:** Estimating a high-level cost for obtaining any required permits for the installation and operation of charging stations.
- **Labor and Installation:** Estimating the labor costs and expenses related to the installation of the entire charging infrastructure.
- **Load Profile:** Providing an estimated load profile for the chargers being proposed for each Point-of-Service based on the projected use in alignment with our proposed vehicle procurement schedule.
- **Vehicle to Grid:** Evaluate options for taking advantage of the large network of electric vehicles as a backup power solution during outages or periods of high-power consumption.

Upon completing the evaluations, the ICF team will compile and consolidate all the associated costs for each facility that has been assessed. A simplified illustration of our methodology to electrical infrastructure assessment is shown in Exhibit 7.

Moreover, our team can also assess and recommend solutions for integrating solar power and battery energy storage based on the peak EV charging load at each facility. Solar power system costs are generally calculated on a per-watt basis, while battery storage costs are estimated based on the required kilowatt-hour capacity. This includes a comparison between grid-connected and micro-grid solutions with microgrids offering much greater security during outages in exchange for a higher cost.

Exhibit 7. ICF's Process for Site-Level and Utility-Level Infrastructure Needs Assessment



2.3 Develop Initial Rollout Schedule

To advise City departments on expectations for charging infrastructure development, the ICF team will develop a rollout timeline and cost estimates for the proposed charging infrastructure. Depending on circumstances, the lead time for charging infrastructure development can be significantly longer than the lead time for vehicle procurement. Due to this, a well-laid-out electrification timeline that includes both vehicle procurement and infrastructure development is critical to minimizing time for implementation. In developing these schedules, the ICF team will ensure there will be sufficient electrical capacity available to support expected EV deployment, and the City can spread the cost over time to facilitate funding the infrastructure build out. In developing the schedule, the ICF team will consider the upfront utility upgrade and site preparation investments needed during the initial phase, known as

futureproofing, to ensure sufficient electrical capacity will be available within each facility to expand charging equipment in future years without the need for additional construction. For example, if a facility needs a total of 10 chargers by 2030, it is more cost-effective to build such capacity during the initial phase, while the charging equipment can be installed over multiple phases.

In this task, ICF will also evaluate a variety of options for EV charging infrastructure implementation and conduct a comprehensive cost estimate of EV charging equipment and installation. Cost components to be factored into the analysis can be split into capital, and operating costs. Key capital costs include the following:

- Charging infrastructure hardware (materials cost) and installation
- Distribution grid equipment and infrastructure upgrades
- Software
- Make-ready costs

Operating costs are also critical to determining the business case of deploying EV charging infrastructure and include the following:

- Cost of electricity based on rate tariffs used
- Charger networking costs
- Demand charges
- Charger data contract costs

All capital and operating costs are crucial factors in determining the business case of charging infrastructure. ICF will estimate capital costs across each infrastructure development scenario, as well as the ranges of possible operating costs associated with each scenario. ICF will also develop cost estimates by location for each phase of infrastructure implementation across the entire charging infrastructure development timeline. This timeline shall align with and stays ahead of the purchase of replacement ZEV that will park at each location.

A key factor that can influence the incentives and grants available to the City is whether the installed chargers are accessible to the public. ICF will outline the pros and cons of making certain chargers publicly accessible in exchange for substantial incentive funding, which can often cover the full installation cost. Additionally, we will identify incentives available to the City even without public access to chargers, though these opportunities are less common and more competitive. Importantly, we will also provide a cost assessment for the maintenance of EV chargers over the fleet's lifetime.

Having worked with over 100 municipalities across the country on their electrification plans, ICF brings a wealth of experience in implementing best practices for sharing the costs of EV infrastructure across departments. We will leverage successful strategies from various municipalities to ensure equitable cost distribution while streamlining the procurement and installation process.

2.4. Identify Vendors

We understand that identifying qualified vendors is a critical step in ensuring the successful transition to a zero-emission fleet. Our approach to this task is grounded in our extensive experience working with public agencies across California and our deep familiarity with the zero-emission vehicle (ZEV) and infrastructure vendor landscape. Thus, we are providing two approaches for the vendor identification in our proposal. Below is the basic vendor identification, which would include a list of vendors from our own database. In the **Value-Added** scope, we would conduct a full procurement process, including the development of 30, 60 and 90% design drawings for chargers, writing of an RFP, and

ICF Delivers Turnkey EV Charging Solutions

ICF provides the end-to-end deployment of charging stations. For example, ICF led the installation of 12 Level 2 chargers, including two ADA-accessible ports, at the Hollywood/Wilshire Public Health Center using existing electrical infrastructure. Our project manager oversaw the full process—from developing RFP documents and managing vendor selection to coordinating permitting, installation, and final commissioning. The result was a smooth, code-compliant deployment that met all client requirements and demonstrated ICF's strength in delivering turnkey EVSE solutions. Recently, we also supported the **City of Lodi** and **Laguna Beach** in issuing RFPs to hire contractors to install EVSEs for both fleet and public charging purposes.


City of Lodi California
Electric Utility

Request for Proposal (RFP)

Electric Vehicle (EV) Public Charging Infrastructure Deployment Project

Proposals Due (electronic only):
August 22, 2025
at 11:59 PM Pacific Time

then management of the RFP solicitation process through to vendor selection.

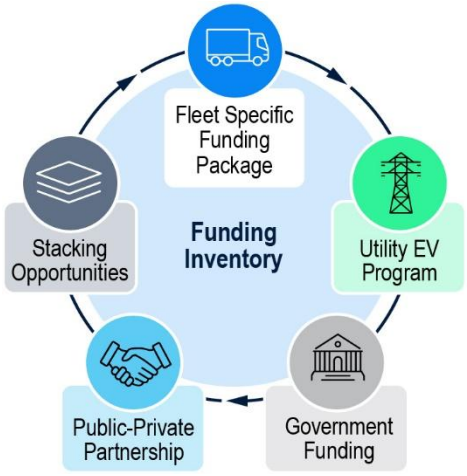
Under our basic solution, our team will begin by leveraging our proprietary vendor database, which includes up-to-date information on manufacturers, upfitters, and infrastructure providers offering electric and hydrogen fuel cell vehicle solutions. This database is continuously updated through our work with over 260 fleet electrification projects and includes insights into vendor capabilities, product availability, lead times, and compliance with California's ACF regulation.

We will conduct a targeted market scan to identify vendors that offer ZEVs and charging or fueling infrastructure compatible with the City's fleet needs. This includes original equipment manufacturers (OEMs), specialty vehicle upfitters, and providers of Level 2 and DC fast charging equipment. For each vendor, we will assess product specifications, technology readiness, warranty and service support, and experience working with public agencies.

In parallel, we will identify cooperative purchasing contracts and state procurement vehicles (e.g., Sourcewell, CALNET, DGS) that the City can use to streamline vendor selection and reduce procurement timelines. Where applicable, we will also highlight vendors that offer bundled services, such as turnkey infrastructure installation or vehicle leasing options.

The outcome of this task will be a curated list of recommended vendors, categorized by vehicle type and infrastructure solution, along with a summary of procurement pathways and key considerations for vendor engagement. This list will be tailored to the City's operational needs, budget constraints, and timeline for compliance with the ACF requirements.

2.5. Identify Funding Sources



To minimize costs for the City to transition to a ZEV fleet, the ICF team will develop a funding and financing plan that recommends specific grants, rebates, or various utility programs for the charging infrastructure, and site readiness for the project, as necessary. In doing so, the ICF team will rely on the comprehensive Laws & Incentives database we maintain as part of the *Alternative Fuels Data Center*, which includes nearly 1,000 records of laws, incentives, loan funds, and programs related to EVs and EVSE, including those in California. This will include programs such as federal tax credits; federal grants; grants offered through the California Energy Commission's Clean Transportation Program; and incentive programs offered by regional air quality management districts. Additionally, as owners and operators of EVSE, the City can also participate in CARB's Low Carbon Fuel Standard (LCFS) market and generate LCFS credits for providing EV charging services. These credits can contribute meaningfully to the return on investment of installing EVSE at their facilities. At the conclusion of this task, the ICF team will compile a summary table with upcoming funding deadlines and pertinent application details.

After identifying the grants, rebates, and utility programs suitable for the City, we will assess potential financial savings, particularly in vehicle procurement, charging infrastructure, and site readiness. This analysis will prioritize noncompetitive grants and programs with higher likelihoods of acceptance (e.g., HVIP). The outcomes of this analysis will be used to refine the Task 2 result to update recommendations for vehicle replacements beginning in 2028.

Task 2 Deliverables

- Memo summarizing needs and recommendations
- Map and lists of sites for future deployment of charging infrastructure
- List of optimal vehicles for ZEV transition

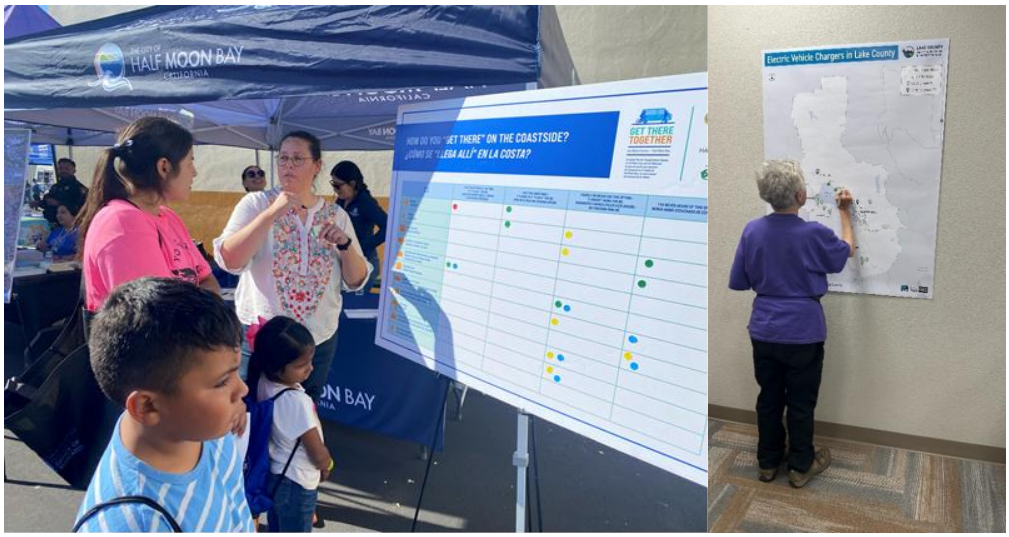
- List of ideal sites for charging infrastructure with charger types and counts
- Draft rollout schedule with illustrations and talking points
- List of potential vendors and utility companies to consider for coordination/partnership
- List of potential funding and implementation resources

Task 3. Public Outreach

3.1 Outreach and Engagement Strategy

The outreach program will adopt a community-centered approach, ensuring that engagement efforts are focused on reaching disadvantaged communities, families with school children, and the business community. All outreach activities will be led by the local team from DKS with quality assurance, technical support, and oversight to be provided by ICF. From the outset, the Outreach and Engagement Strategy will focus on identifying target audiences and will evolve throughout the project to respond to emerging community needs. The approach emphasizes flexibility, understanding that successful community engagement is an ongoing process that adapts to local conditions and stakeholder input, as demonstrated in the graph on the right. The team will use social media, newsletters, and local newspapers to promote public input, offering formats like in-person workshops, community meetings, and surveys to ensure accessible participation. See **Exhibit 8** for some examples of previous events held by the project team. In this outreach, the project team will work with community-based organizations (CBOs) to identify key gathering spots, engaging rural and underserved communities, including farm workers and tribal members. Public input will be summarized and included in the final plan to represent local experiences and the varied needs of the city.

Exhibit 8. Photos from pop-ups conducted for previous projects



3.2 Online Content

The project team will develop a webpage hosted on the City of Banning website. The webpage will include a project overview, a schedule of activities, information on how the broader community can get involved, and allow community members to sign up for email updates. The webpage will be updated as needed with information on upcoming outreach opportunities, relevant project documents, and summaries of findings. The fact sheets and any future collateral can be cited on the webpage URL so people can access additional information.

3.3 Direct Outreach

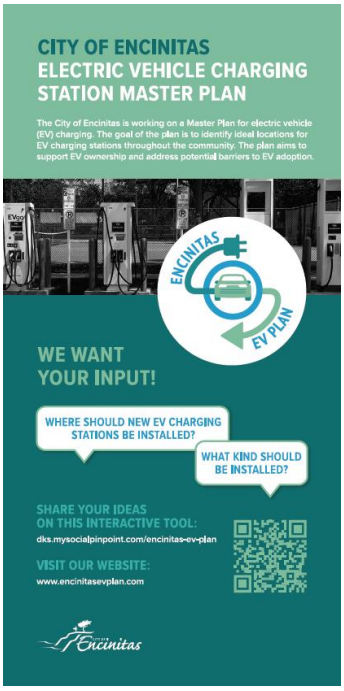
Flyers and Physical Materials: The ICF team, in coordination with the City, will develop bi-lingual materials (English and Spanish) for the project, including flyers and fact sheets. See **Exhibit 9** below for some examples from previous projects. These materials will be designed using a consistent project template and available both in print and digitally for distribution through social media and the City of Banning website. Included in the outreach strategy will be ways

to promote the ZEV Transition Plan, creating branded, engaging materials to encourage participation in online engagement and community meetings. This may include informational posters with QR codes placed at key locations and social media content. Additionally, guides, Public Service Announcements (PSAs), social media campaigns, and co-branded materials with the City of Banning utility will be part of the outreach strategy, especially targeting disadvantaged communities, families with school children, and the business community.

Community Popups: Pop-up workshops, co-hosted events, tabling opportunities, and presentations will be used to promote key milestones and gather early feedback before each engagement event. The outreach will take place in two phases: the first will focus on educating the community about the plan's guiding principles and gathering insights on barriers and opportunities for EV infrastructure; the second will collect community input on draft strategies. Up to 2 community events will be hosted, including neighborhood meetings, CBO events, pop-up opportunities, 1-on-1 interviews, co-branded utility events, and tabling at local markets and schools. These events will be held in local communities, supported by CBOs for strong attendance. The ICF team will manage all planning, logistics, and materials, and send staff to facilitate engagement activities, provide fact sheets and brochures, and collect feedback through comment cards. **The upgraded scope for this project would include an additional two popup events.**

Exhibit 9. Examples of flyers and other physical materials from previous EV planning projects











Project Survey: An online survey via SurveyMonkey, along with hard copies in both Spanish and English, will be created to gather community feedback on the proposed plan. The survey will aim to understand travel behaviors, perceptions of ZEVs, identify barriers and opportunities for EV infrastructure, and understand public opinions about municipal fleet electrification. After collecting responses, the ICF team will compile a comprehensive summary of all the feedback received.

Virtual Community Meeting (3): The ICF team will also coordinate and facilitate a set of community meetings during the draft strategies phase to provide updates and gather public input on the plan, focusing on the future of multi-modal access. These meetings will include an educational component with case studies and best practices to foster informed discussions. The meetings will be scheduled at different times to maximize participation. The ICF team will manage the virtual workshops via Zoom, coordinate with the City to develop informational materials, and document all feedback gathered during the meetings, providing a comprehensive summary.

Task 3 Deliverables

- Project webpage on the Department of Public Works' website
- Outreach and marketing strategy reports
- Advertising materials: Copies of flyers, social media posts, newspaper notices, and bilingual services provided
- Meeting agendas and sign-in sheets/attendance data
- Meeting presentations (PowerPoints, handouts, etc.)
- Photographs of meetings
- Survey results
- Summary of feedback received per outreach event

Task 4. Advisory Committee Meetings

ICF acknowledges the necessity of effective collaboration among all parties involved in the zero-emission vehicle transition. At the start of the project, we will collaborate with the City to recruit an advisory committee that will guide the project. This group will include representatives from local CBOs, Banning Electric Utility, the Banning Unified School District, Caltrans, and other necessary stakeholders as determined by City staff. Our team is dedicated to supporting the City to facilitate understanding of roles, explore options for input, gather insights, and identify best practices related to the City's ZEV transition.

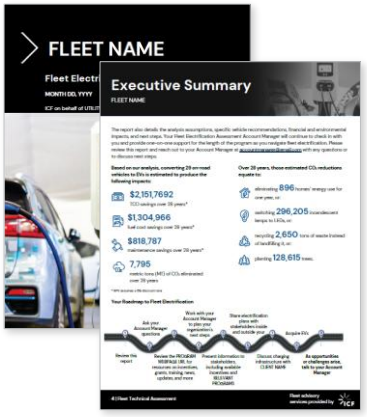
The ICF team will hold an initial kickoff meeting after the confirmation of the advisory committee roster. The kick-off meeting will include members of ICF's project management team and task leads, along with representatives from City and the advisory committee. This meeting is intended to ensure that all key stakeholders and decision-makers involved in the project are fully represented and engaged. This session will outline the project plan details, including establishing timelines, discussing deliverables, setting key milestones, and defining roles and responsibilities. We will incorporate feedback and input received during the meeting to update the proposed methodology and schedule accordingly. After the kick-off meeting, we will compile the meeting minutes and distribute them to all participants for further dissemination. The ICF team can coordinate two kick-off meetings with the City if necessary: one with the City project team to discuss project management, contracting, invoicing, and the detailed workplan, and another with the advisory committee to address the high-level workplan and upcoming tasks or review timeline.

The ICF team will schedule and facilitate meetings every other month with the working group and other stakeholders as necessary to review project status, performed work, upcoming tasks or milestones, status of scope and schedule, and issues to be aware of, and convey requests for support from working group participants, and solicit feedback throughout the project's duration. Given the breadth of the advisory committee, the ICF team will work closely with the City to thoughtfully structure and plan each meeting to create an interactive and synergistic environment that encourages open dialogue, creative brainstorming, and strategic alignment. After each meeting, we will consolidate the outcomes, decisions, and action items, and share this summary with all participants. This will ensure a shared understanding and accountability for the next steps, fostering a cohesive and streamlined process that propels the project forward.

Task 4 Deliverables

- Member roster for the Advisory Committee
- Compiled meeting agendas, minutes, and sign-in sheets

- List of Action Items from each meeting
- Comments from presentations



Task 5. Draft and Final Plan

Following the completion of all tasks, ICF will compile the findings and develop a draft Zero-Emission Vehicle Fleet & Infrastructure Transition Plan report for the City. This draft report will encompass all analyses from the previous tasks, including an executive summary, EV replacement schedule, recommendations for charging infrastructure development, total cost of ownership, and emission benefits analysis. Additionally, the plan will cover budgeting needs, vehicle replacement/procurement policies, and all other strategies and recommendations for infrastructure development, operation, and maintenance developed throughout the previous tasks. The plan will identify challenges encountered during its development and lessons learned, offering practical recommendations for the City to consider. This draft will be presented to the Advisory Committee during a bi-monthly meeting for feedback.

At the commencement of the report drafting process, the ICF team will collaborate with City staff to establish a list of stakeholders for the two rounds of review. These stakeholders shall at the very least include the City, the advisory committee and Caltrans. ICF will submit the draft report to the City's representatives and identified stakeholders on this contract and then go through multiple rounds of revisions to the report as needed. ICF will create a final version of the report addressing all of the City's comments and will provide it to the City within 30 days of receiving the final set of comments on the draft version. Both the draft and the final Plan will be sent electronically in Microsoft Word (*.doc or *.docx) format.

In addition to the final report, ICF will prepare a Microsoft PowerPoint (*.pptx) deck with 20 to 30 minutes of content to describe the project overview, the process, results from the analytical work completed, as well as recommendations. This final plan presentation will be presented to the advisory committee and shall have all the sufficient information for stakeholders to give feedback. If needed, ICF will be also available for an additional presentation to City stakeholders, which may include City Council, city departmental key staff, or other groups.

Task 5 Deliverables

- Draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
- Compiled list of feedback from review sessions
- Final Plan, incorporating feedback from two review rounds.
- Presentation for communicating key outcomes of the project.
- Submission of Plan to Caltrans per specifications

Schedule

ICF will begin work once ICF and the City execute the contract, and the City issues a Notice to Proceed, assumed to take place by September 2025. ICF proposes a twelve (12)- month period of performance to finish the required technical scope including Tasks 1-5 as stated in this proposal, from September 2025 to August 2026. **Exhibit 10** shows the proposed project schedule along with the timing of major deliverables for each task – based on the number of months from the notice to proceed. This schedule covers all tasks included in the **Basic** scope outlined in the Scope of Work, exclusive of additional tasks included in the **Value-Added** tasks, which will extend the timeline for Vendor Identification (to complete the RFP process) and require additional time for engineering drawings.

At the onset of the project, ICF will create a detailed project schedule including all tasks, subtasks, meetings, public outreach activities, client review points, major milestones, and deliverables. Our team will review the project schedule with the City to ensure on-time delivery of high-quality deliverables as outlined in ICF's proposed approach, ICF will work with the City to make the necessary schedule updates.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Rate Sheet for ICF and DKS for RFP 24-094

Labor Category	Rate
ICF Incorporated, L.L.C.	
Consultant I	$151.16
Consultant II	$161.41
Senior Consultant	$189.32
Project Manager	$200.42
Project Director	$269.54
DKS	
Principal in Charge	$325.70
Outreach Lead	$320.61
Project Manager	$259.54
Senior Fleet Analyst	$254.45
Outreach Consultant	$198.47

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

III. EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Exhibit 10. ICF's Proposed Task-specific Schedule.

Task Name	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Task 1. Existing Conditions		X										
Task 2.1 Identify Vehicles for Transition			X									
Task 2.2 Identify Infrastructure Sites			X									
Task 2.3 Identify Transition Needs & Reqs.						X						
Task 2.4 Develop Initial Rollout Schedule							X					
Task 2.5 Identify Vendors									X			
Task 2.6 Identify Funding Sources									X			
Task 3. Public Outreach				X					X			
Task 4. Advisory Committee Meetings	X		X		X		X		X		X	
Task 5. Draft and Final Plan										X		X

Milestone deliverables for each task are denoted with an "x".

RESOLUTION 2024-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE PLANNING GRANT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF BANNING ZERO-EMISSION VEHICLE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN

WHEREAS, the City of Banning is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Banning City Council wishes to delegate authorization to execute these forms, agreements and any amendments thereto to the City Manager or his designee.

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

SECTION 1. The City Council hereby authorizes the City Manager, or designee, to make necessary non-substantive changes, and to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

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 8th day of October 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-160, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
2024-25 Sustainable Transportation Planning Grant Application



July 31, 2025

ICF Response 2024-167099 to Request for Proposals – RFP-24-094

Banning ZEV Fleet & Infrastructure Transition Action Plan

Submitted to:

City of Banning

Purchasing Division
99 E. Ramsey St.
Banning, CA 92220

Barbara Mason
Purchasing Manager
951-922-3121
bmason@banningca.gov

Submitted by:

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This document includes confidential data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in conjunction with—the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in this volume and its appendices and attachments.

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Statement of Understanding and Approach

This section outlines the general approach the ICF team will use to execute the various scopes of work that may be defined under this contract. This approach details the capabilities and tools which the ICF team has used to complete this type of work in the past and demonstrates our unique qualifications for this work. We specialize in providing services tailored to support the City of Banning's efforts in transitioning its fleet to zero-emission vehicles and developing the necessary infrastructure to ensure seamless and efficient implementation. We are committed to delivering solutions that align with the state's requirements under ACF, and which provide the lowest total cost of ownership for the City and its taxpayers.

Project Understanding

To accelerate the adoption of Zero Emission Vehicles (ZEVs), the state of California has implemented a range of measures, including mandates requiring automakers to produce a certain percentage of ZEVs, financial incentives for consumers, and investments in charging and fueling infrastructure. To date, California has implemented several regulations that put the state on an ambitious transportation electrification pathway. **Exhibit 1** provides a summary of the most significant regulations currently in effect pertaining to the zero-emission transition of on-road vehicles.

Exhibit 1. California regulations are supporting ZEV deployment.

Advanced Clean Trucks	Advanced Clean Cars 2.0	Advanced Clean Fleet	Innovative Clean Transit
Manufacturer Sales Requirement Increasing percentage of truck sales in California should be zero-emission	**Manufacturer Sales Requirement** Full transition to light-duty ZEVs and plug-in hybrid EVs (PHEVs) by 2035	**Zero-Emission Truck Purchase** (> 8,500 lbs.) Starting in 2024, 50% must be ZEVs, ramping up to 100% by 2027	**Zero-Emission Transit Purchase** Full transition of public transit fleet to ZEVs by 2040
	Post 2035, only ZEVs will be available for purchase.	*This affects the municipalities' MD/HD fleet starting in 2024.*	

The ACF regulation is set to significantly influence public fleets' short-term compliance priorities and long-term strategies in fleet procurement, maintenance, and operation. This regulation requires state and local government across California to establish and develop robust fleet transition plans and focus on creating a future-proof ZEV infrastructure plan. Navigating through the intricacies of the ACF rule can be a challenge, with exemptions and compliance nuances adding layers of complexity. Similarly, the ICT regulation requires transit agencies to transition their fleets to ZEV and submit zero-emission bus rollout plans, which the City has already done as of 2023. With these rules, fleets are confronted with the task of not just meeting regulatory requirements but strategically transforming their operational landscape. Understanding the implications of exemptions, meeting compliance milestones, and embracing zero-emission technologies are all critical components in this dynamic regulatory landscape.

In alignment with the state's vision and regulatory framework, the City of Banning (City) recognizes the importance of becoming ZEV-ready, aligning its fleet operations with the CARB ZEV mandates, ICT, and ACF rule. To move towards a zero-emission fleet, the City will require a robust and thoughtful plan for both fleet transition and infrastructure deployment. This plan will need to consider the unique characteristics of the fleets, account for challenges with deployment of refueling infrastructure, and provide optimization strategies to reduce the capital, operational, and maintenance cost of this transition.

We understand that the full transition to ZEVs or other alternative fuel technologies is far from trivial. Specifically, this transition is going to be challenging for medium and heavy duty (MD/HD) vehicles in terms of the technology availability, the cost, and particularly the requisite ZEV charging or refueling infrastructure. It is also important to note that many municipalities use specialized vehicles and equipment like sewer trucks, refuse trucks, vacuum trucks, and cranes. These vehicles require not only traditional original equipment manufacturers for vehicle manufacturing but also upfitters skilled in configuring these vehicles to meet specific municipal needs. Furthermore, there are also often

opportunities for right-sizing and leveraging motor pool systems as strategies to improve cost efficiency, resource optimization, and environmental sustainability of the fleet. Throughout this process, it is also important to keep local residents informed about the environmental and health benefits of deploying ZEVs in their communities. This enables the City to lead by example in ZEV adoption and explore shared charging options for residents.

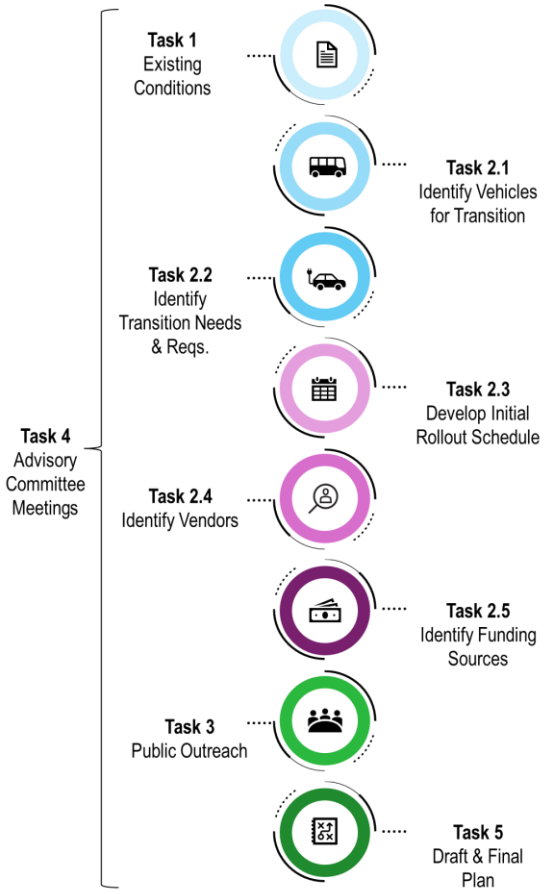
This project is intended to conduct a comprehensive study for the transition of the fleet for the City to: a) evaluate the City's fleet and provide recommendations to transition from fossil fuel vehicles to clean transportation options; b) develop a sustainable ZEV infrastructure plan for City fleet vehicles; and 3) identify funding options and financing strategies to support this transition. This study will serve as a blueprint for how the City can transition its fleet to electric and/or hydrogen and deploy the charging and refueling infrastructure needed to power them.

Our Approach At-a-Glance

For this project, the ICF team will leverage our extensive experience and expertise along with our proven analytical tools to craft a customized fleet transition strategy and robust EV infrastructure plan tailored for City fleets. With over a decade of experience collaborating with municipalities nationwide and in California, including Los Angeles County, we have developed these tools to reflect our comprehensive understanding of the unique challenges and requirements associated with transitioning municipal fleets to EVs. Additionally, these tools incorporate the latest data and information on the market availability of EVs and EV supply equipment (EVSE).

As part of this project, the City will receive a detailed fleet electrification transition plan, which will include a robust EV replacement schedule. We will first start by analyzing the fleet inventory data as well as any telematics data provided by the City to identify opportunities for fleet rightsizing. Next, for each vehicle in the current fleet, the plan will recommend an equivalent EV, provided such an option is available and can meet the operational and financial constraints provided by the City. For vehicles where a zero-emission vehicle (ZEV) equivalent is currently unavailable, ICF will provide recommendations of alternative technology where feasible.

Exhibit 2. ICF's Proposed Step-by-Step Approach



This plan will also encompass an in-depth analysis to determine the optimal number, type, and location of charging stations, including detailed cost assessments and deployment schedules. Our approach will focus on identifying the most economical and feasible methods for system upgrades while also formulating strategic plans for vehicle procurement and EV infrastructure deployment. Importantly, the fleet transition plan will be accompanied by a specific timeline and cost of ownership estimates, providing the City with a clear, structured pathway to achieve their fleet electrification goals efficiently and effectively.

Technical Approach

The ICF team will develop a fleet transition plan for the City's fleet vehicles, focusing on zero-emission replacements tailored to each department's needs. While EVs will be prioritized, other low and zero-emission options may also be considered. The assessment will cover fleet requirements, available vehicle options, and necessary charging infrastructure. Below is our detailed work plan based on the Scope of Services.

Notably, this approach consists of **two different price points** designed to provide the city with options depending on whether they want to strictly complete the scope as written in the RFP or receive additional value through additional analyses that seek to drastically improve the work of implementing the proposed plan. These additional items are spelled out in the *Value-Added Services* appendix with pricing information in the Price Proposal. Notably, the upgraded scope includes full RFP support and sourcing process for the charging infrastructure needed by the city, two additional pop-ups or public meetings for outreach and 30%, 60% and 90% conceptual engineering drawings for the charging infrastructure at two sites.

Task 1. Existing Conditions



Review Existing Plans and Information: ICF understands that a thorough review of existing plans and data is essential to grounding the ZEV Transition Action Plan in the City of Banning's current context, priorities, and constraints. Our approach to this task is structured, efficient, and informed by our experience conducting similar reviews for agencies such as the City of San Diego, City of Moreno Valley, City of Colton, LA County, and SCAG.

We will begin by compiling and cataloging all relevant documents, including Banning's General Plan, Zero-Emissions Bus Rollout Plan, Short Range Transit Plan, and regional plans such as SCAG's 2024 Connect SoCal and WRCOG's Subregional Climate Action Plan. Our team will extract key policies, goals, and infrastructure references that intersect with fleet electrification and charging infrastructure development.

In parallel, we will conduct a literature review of EV infrastructure best practices, drawing from ICF's internal knowledge base and national resources such as the DOE's Alternative Fuels Data Center. This review will identify common barriers, proven solutions, and cost benchmarks to inform the City's planning framework.

We will also analyze demographic and land use data to identify disadvantaged communities and high-priority areas for equitable EV and infrastructure deployment. This includes reviewing CalEnviroScreen data, census tract-level indicators, and transit ridership patterns to ensure the plan supports inclusive access and environmental justice.

Finally, our team will review current and completed environmental studies, transit routes, and ridership data to understand existing mobility patterns and infrastructure constraints. This will help us align ZEV infrastructure recommendations with operational needs and community travel behavior.



Conduct Fleet & Facility Asset Inventory: Next, the ICF team works with the City's fleet manager and designated personnel to gather current fleet data on the existing vehicles within the fleet. The data will be organized and evaluated to collect information such as the following:

Vehicle Characteristics	
• Vehicle type (e.g., box, utility) • Vehicle fuel type • Make, model, model year • In-service year • Average and maximum daily mileage • Payload • Fleet operation logistics	• Current odometer reading • Current fuel costs • Current maintenance costs • Estimated service life • Operating radius • Specialty use cases • Vehicle replacement schedule

Additionally, to the extent available, the ICF team will work with City staff to collect data on the vehicle dwelling sites:

Site or Depot Information	
• Current parking location and ownership (leased/owned) • Layout of the depot (AutoCAD) • Electrical capacity • Last 12 months of utility billing and usage data	• Information on any existing/planned electrical upgrades • Current fueling site (if any existing ZEV infrastructure) • Maintenance practice • Single line diagrams

In addition to fleet data collection and processing, the ICF team will conduct up to three interviews with City departments to further collect information on fleet operations and obtain insights into the typical range of operating conditions for the vehicles, which may not be available or obvious within the data provided, and to better understand future fleet needs. The ICF team uses time in these interviews to develop a comprehensive understanding of the real and perceived barriers to electrifying City fleet vehicles, existing plans or experience with EV fleet transition, distinct challenges departments are facing, and the operation of any specialty vehicles. The data solicited and information collected from interviews with the fleet managers and/or drivers on future fleet needs is used to create an initial, business-as-usual vehicle replacement schedule.

The ICF team is set to use the available vehicle replacement schedule and capital budget to construct an actionable vehicle replacement plan. We understand the cyclical nature of the government fleets vehicle replacements, typically taking place every 7 to 10 years, as orchestrated through their fleet capital plans and contingent on vehicle availability. The ICF team will leverage information collected from the City and combined with our expertise on fleet vehicle turnover algorithms (based on vehicle purchase cost, maintenance cost, and condition) to determine the most appropriate vehicle replacement schedule for existing vehicles.

For medium and heavy-duty vehicles, ICF collects a variety of operational and usage-related requirements needed to provide tailored recommendations for ZEV which will satisfy existing fleet needs. This includes details like payload or towing capacity, truck configuration (box, stake-bed, tractor, bucket, etc.), auxiliary loads and specialty applications. These criteria can later be used to filter our proprietary EV Model library to find vehicles which meet the specific requirements of the fleet.

Task 1 Deliverables

- List of reviewed documents
- Tables/lists summarizing collected data
- Inventory of findings, photographs, field notes
- Existing conditions memo

Task 2. Analysis

2.1 Identify Vehicles for Transition

Rightsizing: Once the fleet data has been gathered, the ICF team will initiate a fleet rightsizing analysis to identify opportunities where each department could potentially streamline its fleet by maximizing vehicle use while maintaining operational integrity. Our initial step will involve collaborating with the City to establish utilization thresholds for vehicles or vehicle groups, such as the minimum number of miles driven, or hours operated (per day, month, or year) that justifies a vehicle's presence in the fleet. While setting these thresholds, we will factor in a safety margin and a redundancy level to account for potential equipment failure. We will also consider emergency scenarios where, regardless of utilization rates, certain vehicles must be readily available for remedial action. After determining the minimum threshold, the ICF team will calculate the current utilization for each of the vehicles in the fleet, factoring in their usage duration and mileage.

Once the existing vehicles' utilization rates are identified, the ICF team will pinpoint over- or underutilized vehicles by comparing their current utilization rate to their utilization threshold. In this process, we will also consider if these vehicles are operating in various locations and during different shifts. For instance, if a vehicle dedicated to Facility A is underutilized, we will examine if another similar vehicle from the same facility could cover its operation and be shared among multiple drivers. In another scenario, for an underutilized vehicle, we will investigate whether there are overlapping shifts and opportunities to adjust the existing work schedule, allowing one vehicle to replace two or more. We will also leverage the insights from this review to also identify whether a motor pool or similar car-sharing options could be feasible and beneficial.

Fleet Transition Assessment: Leveraging outcomes of fleet rightsizing analysis as well as other information collected on the fleet vehicles, the ICF team will employ our in-house fleet assessment model to analyze the City's fleets, characterize their operations, and develop tailored recommendations for the transition of fleet vehicles to EVs (**Exhibit 3**Error! Reference source not found.). This tool, created by DKS, has been carefully maintained and enhanced over time to support a variety of municipal and fleet clients. Using this tool, the ICF team will conduct an overview of currently available and forthcoming BEVs and PHEVs that could potentially replace the vehicle types currently used by the City. The ICF team also has a separate database for fuel cell EVs which it will use for vehicles where cost-effective EV options might not be available.

Exhibit 3. The Proposed Fleet Transition Modeling Process and Transition Planner





Using the fleet transition planner, the ICF team will deliver key recommendations at a vehicle-by-vehicle level and a fleet level. Outputs of the model will include the following:

- Recommended zero emission technologies (battery electric, plug-in hybrid, and fuel cell vehicles)
- Recommended EV replacement makes and models
- Total cost of ownership (TCO), including the upfront and lifecycle vehicle costs
- Identification of vehicle types that are least viable for conversion
- Recommended replacement years
- A fleetwide phased vehicle replacement schedule
- Estimated GHG emissions reductions from EV replacements
- Recommended charger types (e.g., Level 2, DCFC)

When determining the recommended vehicle replacement schedule, we typically start with simple cost-effective replacements while also staying mindful of the complexity and difficulty associated with replacing certain use cases due to insufficient alternatives, operational challenges, unreliable technology, safety, excessive costs, or other identified reasons. For vehicles without currently available EV replacements, the ICF team will provide insights on the potential future availability as well as detailed descriptions of why no recommendation is provided in this project. Additionally, for vehicles where an EV replacement is not recommended due to either excessive cost or lack of technology availability, the ICF team will provide recommendations for other alternative vehicles and fuels as a replacement phase. This recommendation will take into account the availability of alternative vehicles and fuels in Banning, considering the operational needs and siting of that vehicle.

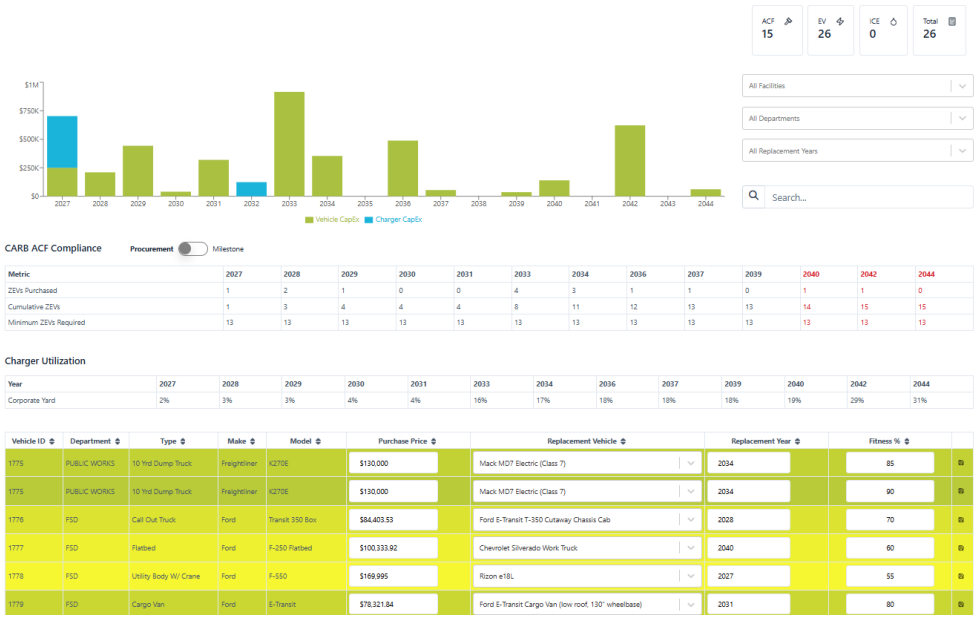


2.2 Identify Transition Needs & Requirements

Vehicle Replacement Recommendations: In working with the City to find ZEV options which can replace all of the vehicles in the fleet, the ICF team employs a collaborative suitability assessment process to identify appropriate vehicle models which can meet the existing City operations. Using DKS's fleet transition planner tool, the team will first filter vehicle options which meet the existing vehicle specifications collected in Task 1. For Banning Connect vehicles, the ICF team will evaluate the recommendations given in ZEB Rollout plan to assess if they still apply and are the best option for the city. This is typically a trivial process for light-duty vehicles but incorporates many criteria for medium and heavy-duty vehicles such as:

- Vehicle body type
- Maximum operating range
- Use case
- Daily mileage
- Towing/hauling capacity

Exhibit 4. Screenshot of Fleet Transition Planner Dashboard

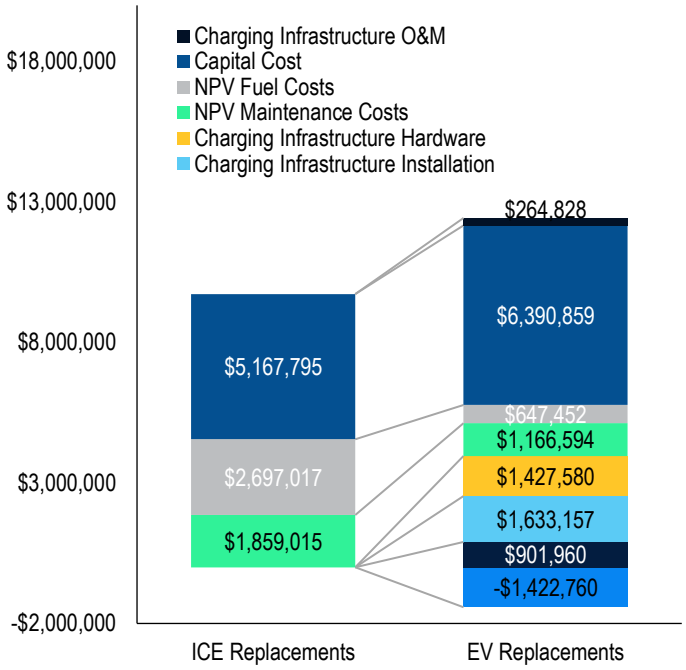


As shown in **Exhibit 4**, the replacement recommendations will be delivered to the city as a dashboard to keep the results current. This dashboard tool allows the City to tweak recommended vehicles, procurement timelines and purchase prices to better align with City preferences, and to stay current in the future after project completion. These

changes are then automatically incorporated in the updated transition timeline and cost estimates by year. In addition, this tool ensures that the City timeline aligns with the requirements set out in ACF and can be further customized to show ICT compliance.

The ICF team will also evaluate manufacturer warranties and support for long-term service when recommending vehicle options. We will identify and recommend the necessary modifications of current procedures to meet the needs of EVs. This evaluation will cover a range of considerations, including updates to equipment, adjustments to the layout, enhancements to safety measures, and other relevant factors, ensuring that the facilities are fully prepared to accommodate the unique requirements of EVs. Based on barriers and priorities identified through conversation with City staff, ICF will offer further recommendations to the City, including best practices for risk mitigation during EV adoption.

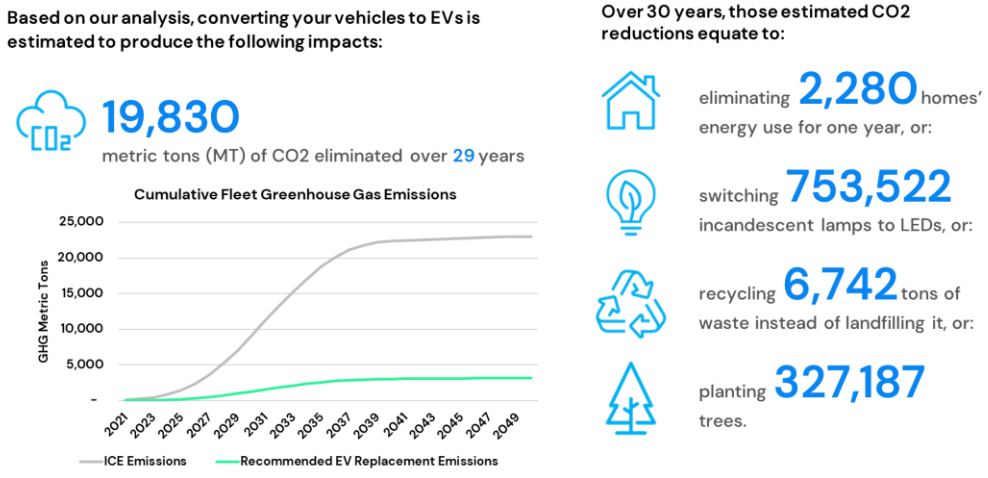
Exhibit 5. Example of TCO Analysis



Total Cost of Ownership (TCO) Analysis: We will then estimate the TCO of owning and operating each vehicle replacement. In addition to vehicle replacement, the TCO analysis will also include the capital, installation, and operational cost of EV supply equipment (EVSE), referencing the work that will be completed under Task 4. Furthermore, we will analyze purchase and lifecycle costs by developing the lifecycle costs of electric and hydrogen fuel vehicles. A cost-benefit analysis will also be provided for the recommended alternatives. This TCO analysis, as shown in Error! Reference source not found., will compare the differences in TCO over the service life of each vehicle between EV replacements and a scenario where the City only replaces their vehicles with ICE vehicles.

Environmental Impacts: In addition to the TCO, the ICF team will conduct a lifecycle assessment accounting for emissions from electricity as well as liquid fuel production and distribution. The fleet transition model can evaluate the GHG emissions reduction potential from the City's electric fleet. An example of GHG analysis for a fleet ICF has worked with in the past is shown in **Exhibit 6** below. The results and outcomes of this analysis will be integrated into community outreach materials, as detailed in the next task, demonstrating the City's commitment to reducing vehicular pollution and enhancing public health for local residents.

Exhibit 6. Sample Fleet GHG Emissions Reduction Impact Analysis



Charging Infrastructure Assessment: Using our fleet modeling results and recommendations developed in the previous task, we will analyze the sites that will require new or upgraded charging infrastructure, including the number, types, and power level of EVSE. This assessment will be conducted using ICF's in-house charging needs assessment tool, which is specifically designed to evaluate the charging energy and power requirements at each site where EV replacements are recommended and where EV operation is concentrated. The algorithms embedded in the tool analyze expected vehicle operations at each site and compare them with critical information on the EVs to accurately estimate daily charging needs. Key factors considered include the vehicles' energy efficiency, daily mileage or operation hours, battery capacity, maximum power acceptance rates, and available charging time.

Based on the anticipated operating conditions and constraints at each site, ICF's in-house tool will provide tailored recommendations for specific charger types and power levels, ensuring that these are optimized on a vehicle-by-vehicle basis. Several outputs from our fleet assessment are key inputs for developing charging infrastructure, including the following:

- Which existing vehicles are recommended for replacement with EVs and what types they are
- How much energy and power each EV will need to charge, as a function of:
  - ✓ Average daily energy consumption (in kWh) – based of daily VMT
  - ✓ Vehicle battery energy capacity (in kWh)
  - ✓ The duration of time each vehicle has to charge between shifts and operations
  - ✓ The maximum power acceptance rate for each vehicle (in kW)
- Where EV replacements will dwell
- Seasonal variation in daily VMT – we want to plan for the worst case while balancing the cost of over installing based on a rare occurrence
- Whether or not smart/networked charging is desired
- Whether or not the fleet will use a charging management system

To determine the location of chargers, the tool uses information on vehicle dwell time, driving routes, parking locations, and the operational characteristics. Fleet vehicles do not necessarily need to be charged at the locations where they are being parked. Similarly, depending on co-locations, charging infrastructure may be considered at sites that multiple department fleets could share. Using this information, the ICF team will develop a baseline charging infrastructure implementation scenario with a rollout schedule that projects the following information:

- The projected number of chargers needed at each site to support the EV replacements over the next 15 years
- The recommended locations of EV charging infrastructure
- The recommended type (e.g., Level 1, Level 2, DCFC) and power level (in kW) of chargers for each vehicle type
- The overall power need associated with charging infrastructure at each site

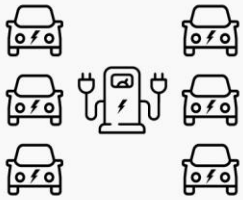
Charging Infrastructure Optimization: One of the key features that sets ICF's in-house tool apart from other charging infrastructure models in the market is its embedded optimization algorithms. These algorithms enable the City to optimize the number of chargers by increasing the vehicle-to-plug (V2P) ratio while maintaining the resilience of both charging and fleet operations. Following the development of the baseline charging infrastructure needs scenario (assuming 1:1 V2P), we then develop an optimized charging infrastructure needs scenario. This involves determining the most appropriate V2P ratio for each facility and groups of vehicles and assessing

1:1 Vehicle to Plug (V2P) Scenario



In this scenario, each vehicle is paired with a dedicated charging plug, ensuring that every vehicle has its designated charging port.

Optimized V2P Ratio Scenario



- Optimized V2P ratio
- Multiple vehicles share a port

This scenario aims to optimize the number of vehicles capable of sharing a charging port. This is accomplished by adjusting the vehicle-to-plug ratio to ensure efficient use of infrastructure while still meeting each vehicle's duty cycle.

the feasibility of smart/scheduled charging. This approach implies using fewer charging stations to service a greater number of EVs, leading to significant cost savings. It reduces the upfront investment in charging infrastructure and minimizes ongoing operational and maintenance expenses. Moreover, this efficient use of resources is particularly beneficial in conserving space, a crucial aspect in urban or densely populated areas. The ICF team will carefully review the recommendations provided by its our tool to identify the highest feasible V2P ratios that can be achieved while ensuring reliability and successful daily operations of the fleet. ICF will also investigate the effects of peak and off-peak pricing on the proposed charging plan – when in some cases it may make sense to make operational changes to allow for cheaper charging. In other cases, we may recommend scheduled charging at night in a way that fits with existing operations but starts after midnight when peak rates have been reduced.

In determining the charging infrastructure needed for each location, the ICF team will also plan for future growth and expansion by considering the scalability of the chosen charging station configurations. Our team will anticipate the potential increase in the City's EV fleet and ensure the selected charging stations can accommodate the additional demand. This may involve allocating additional space and electrical capacity for future installations. By proactively considering scalability, the ICF team will ensure the charging infrastructure can easily adapt and scale up to meet the growing needs of the City's EV fleet.

Hydrogen Fueling Requirement: Should hydrogen fuel cell vehicles be selected or recommended for transitioning the City's fleet vehicles, we will estimate fueling demand using vehicle operation and model efficiency data. If new hydrogen stations are needed at either or both locations, we will consider installation costs (e.g., construction and equipment) according to station capacity. It is also worth noting that while FCEVs can replace gasoline or diesel vehicles without significant changes of operation, the limited supply chain and available make/model on the market make their total cost of ownership high. Therefore, full transparency and education will be key as the City considers their options. As more suppliers like Nikola HYLA and buyers such as transit agencies and long-haul trucking fleets join the market, the technology could progress quickly in the future.

Opportunity for Transit Riders, Communities, and Employee Charging*:* In addition to fleet charging, the ICF team will also evaluate the feasibility of installing publicly accessible community-level charging infrastructure at certain facilities, such as the City's transit station and park facility, an initiative aimed at enhancing EV adoption within communities and for transit riders or City employees. This process involves a collaborative effort with facility managers to assess the frequency of public vehicle visits and the average dwelling time of these vehicles at the facilities. This information is critical in determining both the number of charging stations required and the appropriate power level for each charger. For instance, in scenarios where vehicles are typically parked for more than 2 hours, such as at transit stations, Level 2 chargers would be suitable. These chargers offer a balance between speed and efficiency, making them ideal for longer stays. Moreover, the volume of visiting vehicles and the likelihood of these being EVs will inform the decision on the number of charging stations needed at each facility. However, the mere presence of charging stations may attract additional EV users to these facilities. Therefore, a safety factor will be applied to account for this potential increase in EV traffic. To pinpoint City facilities for public and employee charging, the ICF team will develop a scoring rubric to identify the most suitable facilities for charger installation. Based on this scoring and the assessment, the ICF team will develop recommendations for expanding fleet charging to include the quantity and type of publicly accessible chargers that an eligible facility may consider.

Utility-side Electrical Infrastructure Assessment: Once the team has determined the number, types, output power levels, and locations of chargers to be deployed, we will review the capacity of the three City facilities to support the projected additional electrical load from charging EVs and identify potential site-level and distribution grid impacts of that additional load. To identify potential utility distribution electrical infrastructure impacts, our team will first coordinate with Banning Electric Utility to review data that they already have on the capacity of existing distribution grid infrastructure. In working with Banning Electric Utility, we seek to answer the following questions:

- How large is the electrical service from the utility for each relevant facility?
- How much electrical current is each facility consuming at existing peak power demand levels?
- How much electrical capacity is remaining on the utility-side of the meter at existing peak power demand?
- How much electrical capacity remains on the City's facility side of the meter?

Responses to these questions will help us gather the needed data to conduct the electrical capacity analysis at each facility and to determine any potential impacts to the electric grid. With an understanding of peak power demand and the voltage of service drops at each facility, our team will estimate the maximum current used at each facility at peak power demand. This will then be subtracted from the size of the existing electrical service to provide an estimate of how much electrical capacity is remaining on the utility side of the meter. Our team will then compare that to the projected additional load from EV charging at each facility to determine whether each facility has sufficient utility-side capacity to accommodate chargers or if upgrades may be necessary. ICF will then gather data to understand the size and location of transformers, amount of existing capacity on them, as well as any practical challenges related to charger installation like long trenching distances or insufficient parking near existing transformers. This effort with the utility will be used to update the charger installation timeline to include necessary upgrades on the part of the utility and incorporate that effort into the lead time for each site. It will also be used to update the cost estimates for each site with utility-specific information on the costs of the typical upgrades which we already have in our pricing model. These price estimates are based on industry experience and work with various utilities across the country but can be further refined to take advantage of cost data provided by Banning Electric Utility in order to ensure they align with what will be required of the City.

Broad Expertise Collaborating With Utilities

ICF has extensive experience in working with utilities nationwide to gather key grid data like transformer sizes, peak loads, and substation ratings. This helps assess grid capacity and identify optimal sites for EV charging infrastructure. For instance, in the SCAG Zero-Emission Truck Infrastructure project, ICF worked with **SCE and the Los Angeles Department of Water and Power** to collect crucial grid data for EV infrastructure planning. We have also assisted the **City of Colton Electric Utility Department** in conducting grid impact and infrastructure cost analyses across the service territory to support additional loads, including EV adoption and other new development.

Facility-side Electrical Infrastructure Assessment: After completing the distribution grid capacity analysis, the ICF team will assess the existing electrical infrastructure at the three City facilities for its ability to support the proposed EV charging infrastructure. This evaluation will determine if the current infrastructure is adequate or if upgrades, such as panel upgrades or the installation of step-up/down transformers, are necessary. Should an upgrade be deemed necessary, the ICF team will document this requirement and proceed to evaluate the associated costs, ensuring a comprehensive understanding of the investment required. Additionally, the ICF team will explore the costs related to preparing each facility for the deployment of charging infrastructure, covering a broad spectrum of components crucial for the site's overall readiness, including:

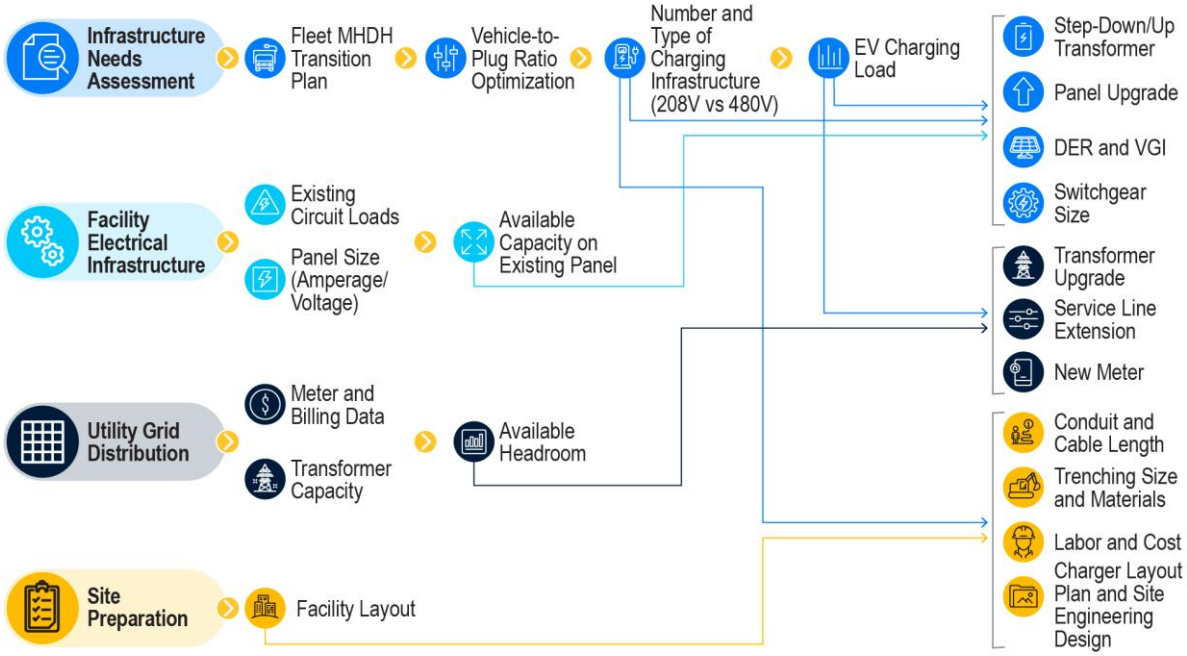
- **Point-of-Service:** Identifying which point-of-service chargers will connect to in order to identify the deficiencies in existing infrastructure for both City and utility infrastructure.
- **Panel and Service Boards:** Estimating costs for upgrading or installing new electrical panels and service boards to accommodate additional loads.
- **Step-up/Step-down Transformers:** Evaluating the costs for installing transformers that are essential for converting electrical power from one voltage to another (to serve both Level 2 and DCFC chargers)—these transformers are crucial in scenarios where a switch between 208 volts (V) to 480 V or vice versa is needed to match the power requirements of the EV charging stations with the facility's existing electrical infrastructure.
- **Meters:** Assessing the need and costs for new or upgraded metering systems to monitor electricity usage.
- **Conduit and Cable:** Calculating the expenses for necessary conduit and cable installations to connect the charging stations.
- **Trenching:** Determining the costs for trenching work required to lay down electrical lines underground.
- **Bollards:** Evaluating the expenses for installing bollards to protect charging stations from accidental vehicular damage.
- **EV Signage and Striping:** Assessing the costs for necessary signage and striping in parking areas to designate EV charging spots.

- **Charge Management:** Recommending solutions for charge management software and hardware to maximize the amount of charging done on off-peak rates and reduce peak rate charging costs.
- **Permits:** Estimating a high-level cost for obtaining any required permits for the installation and operation of charging stations.
- **Labor and Installation:** Estimating the labor costs and expenses related to the installation of the entire charging infrastructure.
- **Load Profile:** Providing an estimated load profile for the chargers being proposed for each Point-of-Service based on the projected use in alignment with our proposed vehicle procurement schedule.
- **Vehicle to Grid:** Evaluate options for taking advantage of the large network of electric vehicles as a backup power solution during outages or periods of high-power consumption.

Upon completing the evaluations, the ICF team will compile and consolidate all the associated costs for each facility that has been assessed. A simplified illustration of our methodology to electrical infrastructure assessment is shown in Exhibit 7.

Moreover, our team can also assess and recommend solutions for integrating solar power and battery energy storage based on the peak EV charging load at each facility. Solar power system costs are generally calculated on a per-watt basis, while battery storage costs are estimated based on the required kilowatt-hour capacity. This includes a comparison between grid-connected and micro-grid solutions with microgrids offering much greater security during outages in exchange for a higher cost.

Exhibit 7. ICF's Process for Site-Level and Utility-Level Infrastructure Needs Assessment



2.3 Develop Initial Rollout Schedule

To advise City departments on expectations for charging infrastructure development, the ICF team will develop a rollout timeline and cost estimates for the proposed charging infrastructure. Depending on circumstances, the lead time for charging infrastructure development can be significantly longer than the lead time for vehicle procurement. Due to this, a well-laid-out electrification timeline that includes both vehicle procurement and infrastructure development is critical to minimizing time for implementation. In developing these schedules, the ICF team will ensure there will be sufficient electrical capacity available to support expected EV deployment, and the City can spread the cost over time to facilitate funding the infrastructure build out. In developing the schedule, the ICF team will consider the upfront utility upgrade and site preparation investments needed during the initial phase, known as

futureproofing, to ensure sufficient electrical capacity will be available within each facility to expand charging equipment in future years without the need for additional construction. For example, if a facility needs a total of 10 chargers by 2030, it is more cost-effective to build such capacity during the initial phase, while the charging equipment can be installed over multiple phases.

In this task, ICF will also evaluate a variety of options for EV charging infrastructure implementation and conduct a comprehensive cost estimate of EV charging equipment and installation. Cost components to be factored into the analysis can be split into capital, and operating costs. Key capital costs include the following:

- Charging infrastructure hardware (materials cost) and installation
- Distribution grid equipment and infrastructure upgrades
- Software
- Make-ready costs

Operating costs are also critical to determining the business case of deploying EV charging infrastructure and include the following:

- Cost of electricity based on rate tariffs used
- Charger networking costs
- Demand charges
- Charger data contract costs

All capital and operating costs are crucial factors in determining the business case of charging infrastructure. ICF will estimate capital costs across each infrastructure development scenario, as well as the ranges of possible operating costs associated with each scenario. ICF will also develop cost estimates by location for each phase of infrastructure implementation across the entire charging infrastructure development timeline. This timeline shall align with and stays ahead of the purchase of replacement ZEV that will park at each location.

A key factor that can influence the incentives and grants available to the City is whether the installed chargers are accessible to the public. ICF will outline the pros and cons of making certain chargers publicly accessible in exchange for substantial incentive funding, which can often cover the full installation cost. Additionally, we will identify incentives available to the City even without public access to chargers, though these opportunities are less common and more competitive. Importantly, we will also provide a cost assessment for the maintenance of EV chargers over the fleet's lifetime.

Having worked with over 100 municipalities across the country on their electrification plans, ICF brings a wealth of experience in implementing best practices for sharing the costs of EV infrastructure across departments. We will leverage successful strategies from various municipalities to ensure equitable cost distribution while streamlining the procurement and installation process.

2.4. Identify Vendors

We understand that identifying qualified vendors is a critical step in ensuring the successful transition to a zero-emission fleet. Our approach to this task is grounded in our extensive experience working with public agencies across California and our deep familiarity with the zero-emission vehicle (ZEV) and infrastructure vendor landscape. Thus, we are providing two approaches for the vendor identification in our proposal. Below is the basic vendor identification, which would include a list of vendors from our own database. In the **Value-Added** scope, we would conduct a full procurement process, including the development of 30, 60 and 90% design drawings for chargers, writing of an RFP, and

ICF Delivers Turnkey EV Charging Solutions

ICF provides the end-to-end deployment of charging stations. For example, ICF led the installation of 12 Level 2 chargers, including two ADA-accessible ports, at the Hollywood/Wilshire Public Health Center using existing electrical infrastructure. Our project manager oversaw the full process—from developing RFP documents and managing vendor selection to coordinating permitting, installation, and final commissioning. The result was a smooth, code-compliant deployment that met all client requirements and demonstrated ICF's strength in delivering turnkey EVSE solutions. Recently, we also supported the **City of Lodi** and **Laguna Beach** in issuing RFPs to hire contractors to install EVSEs for both fleet and public charging purposes.


City of Lodi California Electric Utility

Request for Proposal (RFP)

Electric Vehicle (EV) Public Charging Infrastructure Deployment Project

Proposals Due (electronic only):
August 22, 2025
at 11:59 PM Pacific Time

then management of the RFP solicitation process through to vendor selection.

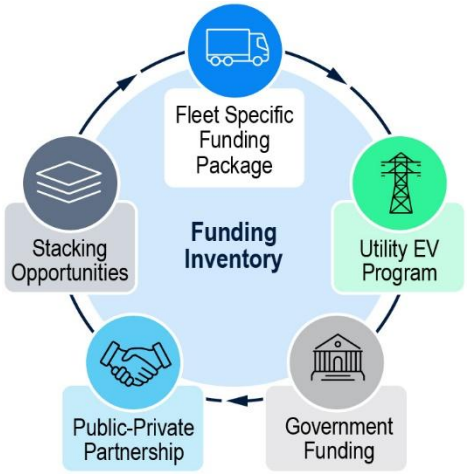
Under our basic solution, our team will begin by leveraging our proprietary vendor database, which includes up-to-date information on manufacturers, upfitters, and infrastructure providers offering electric and hydrogen fuel cell vehicle solutions. This database is continuously updated through our work with over 260 fleet electrification projects and includes insights into vendor capabilities, product availability, lead times, and compliance with California's ACF regulation.

We will conduct a targeted market scan to identify vendors that offer ZEVs and charging or fueling infrastructure compatible with the City's fleet needs. This includes original equipment manufacturers (OEMs), specialty vehicle upfitters, and providers of Level 2 and DC fast charging equipment. For each vendor, we will assess product specifications, technology readiness, warranty and service support, and experience working with public agencies.

In parallel, we will identify cooperative purchasing contracts and state procurement vehicles (e.g., Sourcewell, CALNET, DGS) that the City can use to streamline vendor selection and reduce procurement timelines. Where applicable, we will also highlight vendors that offer bundled services, such as turnkey infrastructure installation or vehicle leasing options.

The outcome of this task will be a curated list of recommended vendors, categorized by vehicle type and infrastructure solution, along with a summary of procurement pathways and key considerations for vendor engagement. This list will be tailored to the City's operational needs, budget constraints, and timeline for compliance with the ACF requirements.

2.5. Identify Funding Sources



To minimize costs for the City to transition to a ZEV fleet, the ICF team will develop a funding and financing plan that recommends specific grants, rebates, or various utility programs for the charging infrastructure, and site readiness for the project, as necessary. In doing so, the ICF team will rely on the comprehensive Laws & Incentives database we maintain as part of the *Alternative Fuels Data Center*, which includes nearly 1,000 records of laws, incentives, loan funds, and programs related to EVs and EVSE, including those in California. This will include programs such as federal tax credits; federal grants; grants offered through the California Energy Commission's Clean Transportation Program; and incentive programs offered by regional air quality management districts. Additionally, as owners and operators of EVSE, the City can also participate in CARB's Low Carbon Fuel Standard (LCFS) market and generate LCFS credits for providing EV charging services. These credits can contribute meaningfully to the return on investment of installing EVSE at their facilities. At the conclusion of this task, the ICF team will compile a summary table with upcoming funding deadlines and pertinent application details.

After identifying the grants, rebates, and utility programs suitable for the City, we will assess potential financial savings, particularly in vehicle procurement, charging infrastructure, and site readiness. This analysis will prioritize noncompetitive grants and programs with higher likelihoods of acceptance (e.g., HVIP). The outcomes of this analysis will be used to refine the Task 2 result to update recommendations for vehicle replacements beginning in 2028.

Task 2 Deliverables

- Memo summarizing needs and recommendations
- Map and lists of sites for future deployment of charging infrastructure
- List of optimal vehicles for ZEV transition

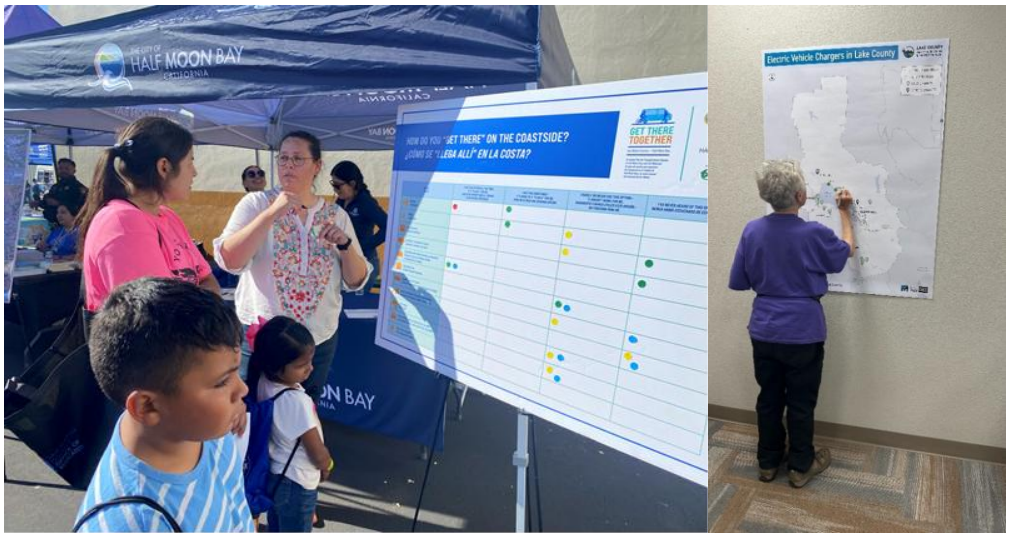
- List of ideal sites for charging infrastructure with charger types and counts
- Draft rollout schedule with illustrations and talking points
- List of potential vendors and utility companies to consider for coordination/partnership
- List of potential funding and implementation resources

Task 3. Public Outreach

3.1 Outreach and Engagement Strategy

The outreach program will adopt a community-centered approach, ensuring that engagement efforts are focused on reaching disadvantaged communities, families with school children, and the business community. All outreach activities will be led by the local team from DKS with quality assurance, technical support, and oversight to be provided by ICF. From the outset, the Outreach and Engagement Strategy will focus on identifying target audiences and will evolve throughout the project to respond to emerging community needs. The approach emphasizes flexibility, understanding that successful community engagement is an ongoing process that adapts to local conditions and stakeholder input, as demonstrated in the graph on the right. The team will use social media, newsletters, and local newspapers to promote public input, offering formats like in-person workshops, community meetings, and surveys to ensure accessible participation. See **Exhibit 8** for some examples of previous events held by the project team. In this outreach, the project team will work with community-based organizations (CBOs) to identify key gathering spots, engaging rural and underserved communities, including farm workers and tribal members. Public input will be summarized and included in the final plan to represent local experiences and the varied needs of the city.

Exhibit 8. Photos from pop-ups conducted for previous projects



3.2 Online Content

The project team will develop a webpage hosted on the City of Banning website. The webpage will include a project overview, a schedule of activities, information on how the broader community can get involved, and allow community members to sign up for email updates. The webpage will be updated as needed with information on upcoming outreach opportunities, relevant project documents, and summaries of findings. The fact sheets and any future collateral can be cited on the webpage URL so people can access additional information.

3.3 Direct Outreach

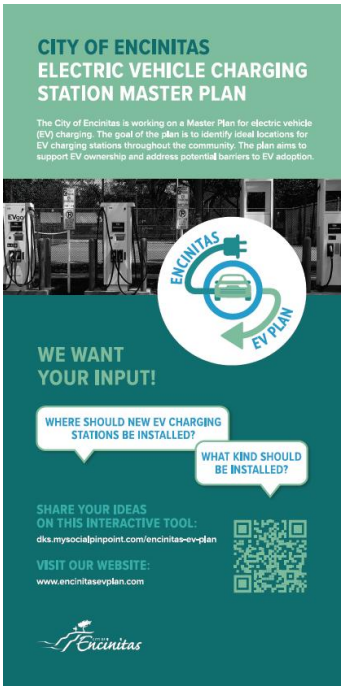
Flyers and Physical Materials: The ICF team, in coordination with the City, will develop bi-lingual materials (English and Spanish) for the project, including flyers and fact sheets. See **Exhibit 9** below for some examples from previous projects. These materials will be designed using a consistent project template and available both in print and digitally for distribution through social media and the City of Banning website. Included in the outreach strategy will be ways

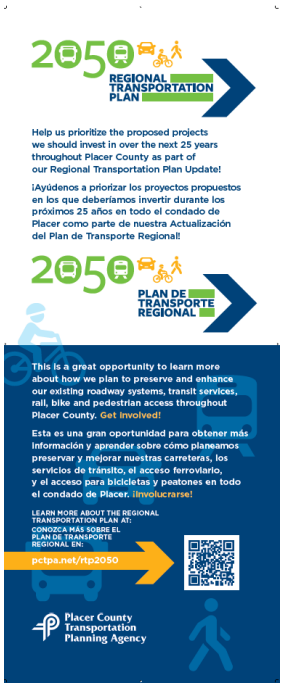
to promote the ZEV Transition Plan, creating branded, engaging materials to encourage participation in online engagement and community meetings. This may include informational posters with QR codes placed at key locations and social media content. Additionally, guides, Public Service Announcements (PSAs), social media campaigns, and co-branded materials with the City of Banning utility will be part of the outreach strategy, especially targeting disadvantaged communities, families with school children, and the business community.

Community Popups: Pop-up workshops, co-hosted events, tabling opportunities, and presentations will be used to promote key milestones and gather early feedback before each engagement event. The outreach will take place in two phases: the first will focus on educating the community about the plan's guiding principles and gathering insights on barriers and opportunities for EV infrastructure; the second will collect community input on draft strategies. Up to 2 community events will be hosted, including neighborhood meetings, CBO events, pop-up opportunities, 1-on-1 interviews, co-branded utility events, and tabling at local markets and schools. These events will be held in local communities, supported by CBOs for strong attendance. The ICF team will manage all planning, logistics, and materials, and send staff to facilitate engagement activities, provide fact sheets and brochures, and collect feedback through comment cards. **The upgraded scope for this project would include an additional two popup events.**

Exhibit 9. Examples of flyers and other physical materials from previous EV planning projects











Project Survey: An online survey via SurveyMonkey, along with hard copies in both Spanish and English, will be created to gather community feedback on the proposed plan. The survey will aim to understand travel behaviors, perceptions of ZEVs, identify barriers and opportunities for EV infrastructure, and understand public opinions about municipal fleet electrification. After collecting responses, the ICF team will compile a comprehensive summary of all the feedback received.

Virtual Community Meeting (3): The ICF team will also coordinate and facilitate a set of community meetings during the draft strategies phase to provide updates and gather public input on the plan, focusing on the future of multi-modal access. These meetings will include an educational component with case studies and best practices to foster informed discussions. The meetings will be scheduled at different times to maximize participation. The ICF team will manage the virtual workshops via Zoom, coordinate with the City to develop informational materials, and document all feedback gathered during the meetings, providing a comprehensive summary.

Task 3 Deliverables

- Project webpage on the Department of Public Works' website
- Outreach and marketing strategy reports
- Advertising materials: Copies of flyers, social media posts, newspaper notices, and bilingual services provided
- Meeting agendas and sign-in sheets/attendance data
- Meeting presentations (PowerPoints, handouts, etc.)
- Photographs of meetings
- Survey results
- Summary of feedback received per outreach event

Task 4. Advisory Committee Meetings

ICF acknowledges the necessity of effective collaboration among all parties involved in the zero-emission vehicle transition. At the start of the project, we will collaborate with the City to recruit an advisory committee that will guide the project. This group will include representatives from local CBOs, Banning Electric Utility, the Banning Unified School District, Caltrans, and other necessary stakeholders as determined by City staff. Our team is dedicated to supporting the City to facilitate understanding of roles, explore options for input, gather insights, and identify best practices related to the City's ZEV transition.

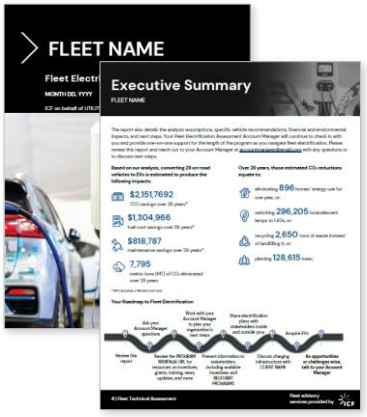
The ICF team will hold an initial kickoff meeting after the confirmation of the advisory committee roster. The kick-off meeting will include members of ICF's project management team and task leads, along with representatives from City and the advisory committee. This meeting is intended to ensure that all key stakeholders and decision-makers involved in the project are fully represented and engaged. This session will outline the project plan details, including establishing timelines, discussing deliverables, setting key milestones, and defining roles and responsibilities. We will incorporate feedback and input received during the meeting to update the proposed methodology and schedule accordingly. After the kick-off meeting, we will compile the meeting minutes and distribute them to all participants for further dissemination. The ICF team can coordinate two kick-off meetings with the City if necessary: one with the City project team to discuss project management, contracting, invoicing, and the detailed workplan, and another with the advisory committee to address the high-level workplan and upcoming tasks or review timeline.

The ICF team will schedule and facilitate meetings every other month with the working group and other stakeholders as necessary to review project status, performed work, upcoming tasks or milestones, status of scope and schedule, and issues to be aware of, and convey requests for support from working group participants, and solicit feedback throughout the project's duration. Given the breadth of the advisory committee, the ICF team will work closely with the City to thoughtfully structure and plan each meeting to create an interactive and synergistic environment that encourages open dialogue, creative brainstorming, and strategic alignment. After each meeting, we will consolidate the outcomes, decisions, and action items, and share this summary with all participants. This will ensure a shared understanding and accountability for the next steps, fostering a cohesive and streamlined process that propels the project forward.

Task 4 Deliverables

- Member roster for the Advisory Committee
- Compiled meeting agendas, minutes, and sign-in sheets

- List of Action Items from each meeting
- Comments from presentations



Task 5. Draft and Final Plan

Following the completion of all tasks, ICF will compile the findings and develop a draft Zero-Emission Vehicle Fleet & Infrastructure Transition Plan report for the City. This draft report will encompass all analyses from the previous tasks, including an executive summary, EV replacement schedule, recommendations for charging infrastructure development, total cost of ownership, and emission benefits analysis. Additionally, the plan will cover budgeting needs, vehicle replacement/procurement policies, and all other strategies and recommendations for infrastructure development, operation, and maintenance developed throughout the previous tasks. The plan will identify challenges encountered during its development and lessons learned, offering practical recommendations for the City to consider. This draft will be presented to the Advisory Committee during a bi-monthly meeting for feedback.

At the commencement of the report drafting process, the ICF team will collaborate with City staff to establish a list of stakeholders for the two rounds of review. These stakeholders shall at the very least include the City, the advisory committee and Caltrans. ICF will submit the draft report to the City's representatives and identified stakeholders on this contract and then go through multiple rounds of revisions to the report as needed. ICF will create a final version of the report addressing all of the City's comments and will provide it to the City within 30 days of receiving the final set of comments on the draft version. Both the draft and the final Plan will be sent electronically in Microsoft Word (*.doc or *.docx) format.

In addition to the final report, ICF will prepare a Microsoft PowerPoint (*.pptx) deck with 20 to 30 minutes of content to describe the project overview, the process, results from the analytical work completed, as well as recommendations. This final plan presentation will be presented to the advisory committee and shall have all the sufficient information for stakeholders to give feedback. If needed, ICF will be also available for an additional presentation to City stakeholders, which may include City Council, city departmental key staff, or other groups.

Task 5 Deliverables

- Draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
- Compiled list of feedback from review sessions
- Final Plan, incorporating feedback from two review rounds.
- Presentation for communicating key outcomes of the project.
- Submission of Plan to Caltrans per specifications

Schedule

ICF will begin work once ICF and the City execute the contract, and the City issues a Notice to Proceed, assumed to take place by September 2025. ICF proposes a twelve (12)- month period of performance to finish the required technical scope including Tasks 1-5 as stated in this proposal, from September 2025 to August 2026. **Exhibit 10** shows the proposed project schedule along with the timing of major deliverables for each task – based on the number of months from the notice to proceed. This schedule covers all tasks included in the **Basic** scope outlined in the Scope of Work, exclusive of additional tasks included in the **Value-Added** tasks, which will extend the timeline for Vendor Identification (to complete the RFP process) and require additional time for engineering drawings.

At the onset of the project, ICF will create a detailed project schedule including all tasks, subtasks, meetings, public outreach activities, client review points, major milestones, and deliverables. Our team will review the project schedule with the City to ensure on-time delivery of high-quality deliverables as outlined in ICF's proposed approach, ICF will work with the City to make the necessary schedule updates.

Exhibit 10. ICF's Proposed Task-specific Schedule.

Task Name	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Task 1. Existing Conditions		X										
Task 2.1 Identify Vehicles for Transition			X									
Task 2.2 Identify Infrastructure Sites			X									
Task 2.3 Identify Transition Needs & Reqs.						X						
Task 2.4 Develop Initial Rollout Schedule							X					
Task 2.5 Identify Vendors									X			
Task 2.6 Identify Funding Sources									X			
Task 3. Public Outreach				X					X			
Task 4. Advisory Committee Meetings	X		X		X		X		X		X	
Task 5. Draft and Final Plan										X		X

Milestone deliverables for each task are denoted with an "x".

Company Information

Firm Description

ICF Incorporated, L.L.C, doing business in the State of California as ICF Consulting, L.L.C. will be the legal entity for any contract awarded in response to this RFP, with participation from its corporate affiliates', ICF Resources, LLC, hereinafter collectively referred to as "ICF", is wholly-owned subsidiary of parent ICF Consulting Group, Inc., with ICF Consulting Group, Inc., being under parent company ICF International (NASDAQ:ICFI). ICF is a leading global consulting firm with over 50 years of experience addressing complex social and environmental issues, particularly in transportation, energy, and climate change. With a network of 75 offices and nearly 9,000 employees, ICF partners with governments, corporations, and multilateral organizations to provide innovative solutions to transportation policy and sustainability challenges. The firm has strong financial stability, generating $1.96 billion in revenue and $152 million in cash from operations in 2023. Supported by a $1.3 billion credit facility and its status as a publicly traded company, ICF has the resources and expertise to deliver high-quality, sustainable solutions to its clients.

DKS Associates, founded in 1979, provides specialized transportation planning, design, and engineering services to public agencies across the country. Firmwide, our staff includes more than 170 professionals with offices in Anaheim, Sacramento, Oakland, and Pasadena, CA; Portland (Headquarters) and Salem, OR; Seattle, WA; and Austin, TX. In addition to the more traditional transportation planning and engineering services we have successfully provided clients for 45 years, DKS provides a wide range of cutting-edge smart mobility services. One of the most measurable ways we help clients reduce greenhouse gas emissions is through our comprehensive suite of electromobility services. Our electromobility service line includes planning for municipal-scale zero emissions vehicle (ZEV) charging programs, designing site-scale charging infrastructure for installation, and assisting clients with grants, rebates, and other incentives and project financing. We also support project implementation with phasing, utility coordination, permitting, and installation oversight.

	ICF Incorporated, LLC	DKS
Headquarter Address	1902 Reston Metro Plaza Reston, VA 20190	1050 SW 6th Avenue, Suite 600 Portland, Oregon 97204
Nearest Branch Office Address	555 W 5th St, Suite 3100, Los Angeles, CA 90013	2401 E Katella Ave, Suite 425, Anaheim, CA 92806
Point of Contact	Dr. Stephanie Kong Director of Transportation and Energy	Thomas Paddon Electromobility Project Manager

	555 W 5th St, Suite 3100 Los Angeles, CA 90013 909-294-0373 stephanie.kong@icf.com	2401 E. Katella Ave., Suite 425, Anaheim, CA 92806 657-284-2620 thomas.paddon@dksassociates.com

The team proposed for this project is a collective of specialists in fleet electrification, charging infrastructure, and fleet management. They are uniquely qualified to devise tailored solutions for the City of Banning ZEV fleet transition roadmap. Our expertise spans a comprehensive range of areas, including ZEV technology, infrastructure assessment, fleet modeling, electrical infrastructure evaluation, and innovative funding, procurement, financing, workforce, and implementation strategies. Our team has an in-depth understanding of municipal fleet policies and fleet electrification and has extensive experience in charging infrastructure planning. ***Over the past two decades, we have conducted fleet electrification studies for more than 200 fleets ranging in size from 50 to 10,000 vehicles***. Leveraging this expertise, we excel at developing fleet electrification master plans designed for short-term, mid-term, and long-term success in transitioning fleets to ZEVs. Our exceptional national leadership in fleet electrification programs as well as public ZEV infrastructure planning, and deep understanding and knowledge of the national ZEV market and policies distinguish us from other ZEV planning consultants.

Disclosures

ICF confirms we do not have any litigation, mediation, or arbitration regarding the performance of similar services in the past 5 years.

To our knowledge, ICF does not have any past or current business and personal relationships with the City of Banning, elected official, appointed official, or city employees or family.

Company Personnel

Team Organization

ICF has assembled a team with the expertise and experience necessary to fulfill the ambitious scope of this project. Our proven track record in fleet electrification for local, regional, and state governments, as well as utilities, demonstrates our capability. From day one, our staff will bring best practices, methods, and tools, along with a detailed understanding of technology readiness, electrification opportunities, EV infrastructure planning, fleet management and standards. Our team's expertise and past performance ensure we can develop a robust Fleet & Infrastructure Transition Action Plan, accelerating municipal fleet EV adoption, meeting the City's environmental, climate and fiscal goals, and maximizing benefits for its community members.

We have assembled a team of experts backed by a deep bench of analysts and engineers, which will allow us to effectively scale our resources to meet evolving project demands. In formulating the team structure for this proposal, we have aligned our resources with all the requirements of the City's scope of services. We believe that the successful execution of this project requires:

- An accomplished leadership team possessing a comprehensive understanding of fleet electrification and infrastructure planning with the capacity to navigate multiple concurrent tasks involving complex analyses
- The competence to work autonomously while maintaining a firm grasp on how specific tasks interconnect with the broader project scope and ultimately contribute to the final roadmap

A comprehensive organization chart is available in ***Exhibit 11***, and staff biographies are detailed in ***Exhibit 12***. Resumes for each staff member are included in Appendix A at the end of this proposal.

Exhibit 11. Proposed organization chart of the ICF team.

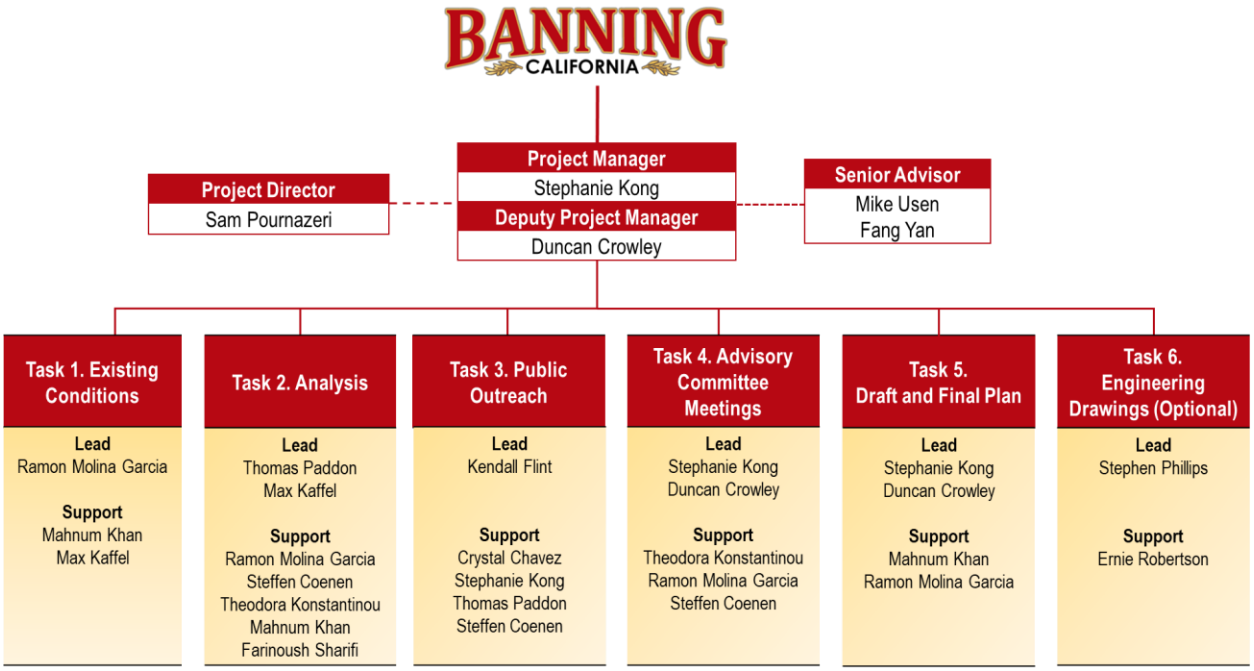


Exhibit 12. Subject matter expertise for the ICF team members.

Name	Project Title	Role	Related Qualifications & Past Relevant Experiences
Sam Pournazeri, PhD	Project Director	Executive Oversight	• Lead ICF municipal transportation decarbonization and electrification work • A clean technology expert with more than 15 years of experience with clean transportation planning, policy development, and EV analytics
Stephanie Kong, PhD	Project Manager	Lead Task 4&5, Oversight & QA	• **Based in Orange County, CA** • ICF's expert in transportation electrification planning, infrastructure development planning, infrastructure policy • More than 5 years of experience conducting infrastructure assessment, transportation modeling, and policy evaluations
Duncan Crowley	Deputy Project Manager	Lead Task 4,5	• Over 5 years of experience specializing in the design and management of beneficial electrification and fleet assessment programs through data-driven analysis and operational management • PM for several fleet transition and infrastructure plans in California at ICF
Ramon Molina Garcia	Fleet Inventory Lead	Lead Task 1	• **Based in Los Angeles, CA** • Transportation expert specialized in zero-emission transport, energy use, and infrastructure; technical lead for LAUSD EV transition plan
Max Kaffel	Charging Infrastructure Lead	Lead Task 2	• **Based in Los Angeles, CA** • ICF's lead consultant in clean transportation and EVSE planning • Over 5 years of experience in EVs, alternative fuels, renewable energy systems, and building electrification
Thomas Paddon (DKS)	Fleet Electrification Lead	Lead Task 2	• **Based in Orange County, CA** • A seasoned leader in clean transportation, with over six years of experience leading fleet electrification and transition projects and programs across the US • Led more than 30 successful fleet transition projects for government, utility and private clients
Kendall Flint (DKS)	Public Engagement Lead	Lead Task 3	• Seasoned communications strategist with over 30 years of experience leading public outreach and information efforts for cities, counties, special districts, and regional agencies across California, particularly in transportation and land use planning • Expert in inclusive engagement specializing in outreach to underserved communities and adept at navigating complex, high-profile, and controversial projects to build public trust and foster meaningful participation
Steven Philips (DKS)	Engineering Design Lead	Lead Task 6	• **Based in Orange County, CA** • 15-year experience in the energy and transportation industry, focusing on low-carbon infrastructure projects in Southern California • A licensed electrical contractor overseeing the installation of hundreds of EVSE units, including those for municipal and US military fleets
Theodora Konstantinou, PhD	Funding Program SME	Support Task 2	• **Based in Los Angeles, CA** • ICF's lead in transportation and energy consultant with recent experience developing EV roadmaps and charging infrastructure plans • 7 seven years of experience in transportation electrification and decarbonization, specializing in fleet electrification and incentive programs
Ernie Robertson	Electrical Design SME	Support Task 2, 6	• Electrical infrastructure and utility coordination expert with over 5 years of hands-on experience in distribution design and EV infrastructure planning • Formerly with Southern California Edison, he specializes in assessing grid impacts, verifying field infrastructure, and guiding fleet owners

Name	Project Title	Role	Related Qualifications & Past Relevant Experiences
			through complex utility coordination for successful EV charger deployment
Farinoush Sharifi, PhD	Charging Infrastructure SME	Support Tasks 2	• **Based in Orange County, CA** • More than 9 years of experience in transportation decarbonization, infrastructure planning, and advanced data analytics
Mahnum Khan	Fleet Transition Consultant	Support Tasks 1, 2, 5	• Electrification and decarbonization consultant with experience supporting municipal fleets such as LA County, LA Unified School District and City of Wilmington with electrification and fleet transition planning. • Emerging GIS specialist contributing to charging infrastructure siting and equity analyses; supports fleet EV modeling and master plan development.
Crystal Chavez (DKS)	Bilingual Engagement SME	Support Task 4	• **Based in Los Angeles, CA** • Bilingual outreach specialist with experience engaging diverse communities through inclusive public education efforts for transportation and vision planning projects • Adept at creating bilingual materials (English/Spanish), hosting pop-up events, and supporting interactive platforms like Social Pinpoint to ensure meaningful participation from underserved populations.
Steffen Coenen (DKS)	Charging Infrastructure SME	Support Tasks 3,4	• Leads development of DKS's analytical tools for EV charging, specializing in technically challenging electrification use cases such as charging large fleets of heavy-duty specialized EVs with on-site power constraints, developing models for predicting EV adoption, charger utilization, and charging site selection prioritization
Fang Yan, PhD	ZEV Technology SME	Senior Advisor	• ICF's expert in clean transportation and energy policies, transportation electrification, and infrastructure planning • More than 15 years of experience conducting EVs, hydrogen, clean fuels, transportation and fleet modeling, and policy evaluations
Mike Usen, AICP (DKS)	Charging Infrastructure SME	Senior Advisor	• Leads DKS' company-wide electric vehicle charging infrastructure planning and design practice • A nationally recognized subject matter expert in multiple aspects of charging infrastructure master planning for light, medium and heavy-duty electric vehicles

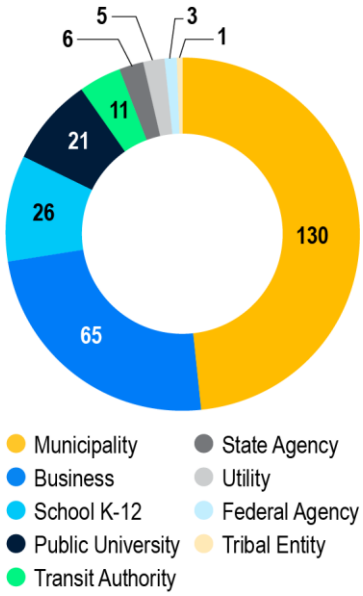
Experience and References

The Scope of Work in the solicitation is ambitious and will require strong capabilities in a variety of elements of fleet transition, charging and refueling infrastructure, and policy recommendations. ICF is unique in that we provide deep, proven expertise in EV technology, data collection, charging optimization solutions, the analysis of fleet operational characteristics, the assessment of EV infrastructure needs and cost, the development of vehicle procurement policies and eventually the design of the transition plan.

National Leadership in Fleet Electrification Programs

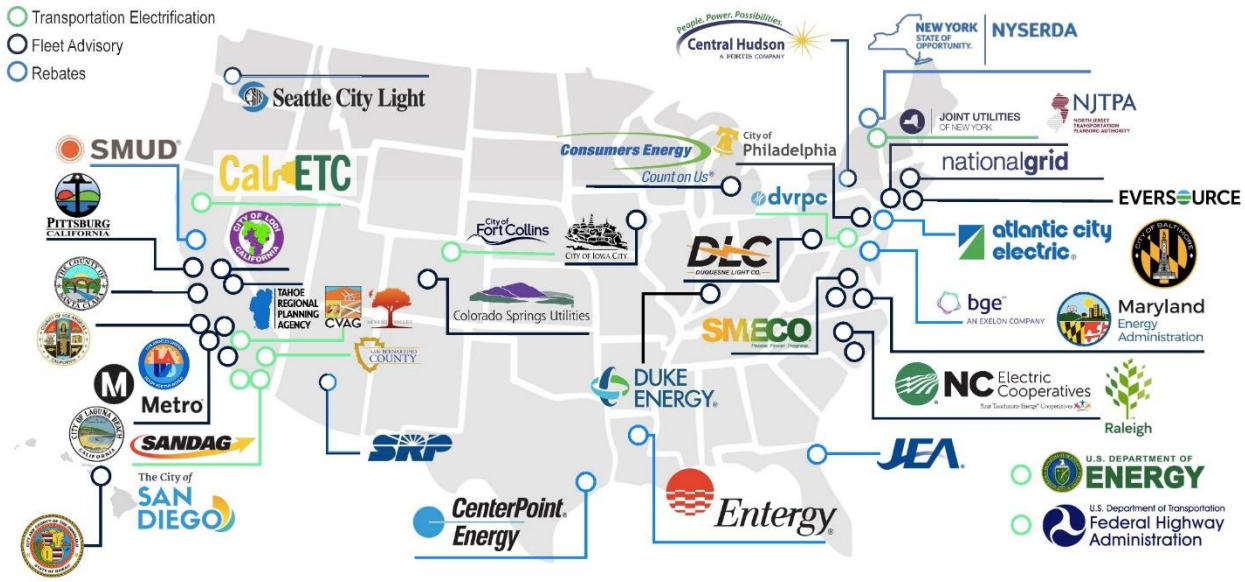
We pride ourselves on being a national leader in fleet electrification. The chart in **Exhibit 13** displays our diverse and extensive portfolio in this domain. The proposed team for this project includes technology, markets, and policy experts in alternative fuels and advanced vehicle technologies with strong expertise in building ZEV infrastructure implementation plans that are tailored around the client specific needs. ICF is one of the oldest consultancies in the nation to develop ZEV fleet transition plans, with over a decade of experience in advancing ZEV infrastructure across the country. We began this work more than 10 years ago in Los Angeles County and the Bay Area AQMD, during the first wave of EVs entering the California market. Since then, we have expanded our expertise nationally, covering all transportation sectors, including light-, medium-, and heavy-duty vehicles. To date, we have conducted fleet electrification studies for over 260 fleets ranging in size from 50 to 10,000 vehicles. Among these include some of the major local and regional agencies in the United States, such as Los Angeles County (7,000 vehicles) and cities of San Diego (4,000 vehicles), Santa Ana (1,000 vehicles), *Laguna Beach* (200 vehicles) *Lodi* (200 vehicles), Pittsburg (200 vehicles); Raleigh in North Carolina (2,200 vehicles); Honolulu in Hawaii (5,000 vehicles); *Iowa City* (400 vehicles); Baltimore in Maryland (1,500 vehicles), City of Alexandria in Virginia (700 vehicles) and numerous other public agencies.

Exhibit 13. ICF has conducted fleet electrification studies for fleets across many sectors.



ICF also possesses considerable expertise in collaborating with electric utilities to advance communitywide transportation electrification. Currently, we are managing almost 10 major utility fleet electrification advisory programs, assessing the tangible opportunities for accelerating the adoption of EVs from Classes 1–8 on-road vehicles to non-road equipment. Furthermore, the programs are designed to educate fleet owners on the financial and environmental advantages of fleet electrification, focusing on the unique challenges and opportunities that fleet managers and decision-makers encounter. The comprehensive scope of ICF's work in clean transportation and fleet electrification is succinctly depicted in **Exhibit 14**, which highlights our extensive experience, nationwide coverage, and capability in this sector. Our role spans the entire project lifecycle, which includes conducting initial fleet assessments, establishing infrastructure deployment plan, developing EVSE installation and site requirements, overseeing project permitting, conducting site inspections, and documenting commissioning activities.

Exhibit 14. ICF has an extensive transportation and fleet electrification portfolio.



Our partner, DKS, also has extensive experience providing transportation planning and design services to public agencies. More than 95 percent of DKS's project portfolio involves working with municipal public works departments, county and regional transportation commissions, and transit agencies. This experience has provided the DKS team with a deep understanding of the unique challenges faced by both urban and rural areas, such as facilitating zero emission fleet transition, identifying appropriate charging locations, and addressing local resistance to transportation electrification initiatives. Many DKS staff members, including Principal-in-Charge Mike Usen, have previously worked directly for public agencies, giving the team firsthand knowledge of client needs, risk tolerance, political influences on decision-making, and legal constraints. To date, DKS has completed more than 50 EV charging infrastructure and fleet transition planning projects at regional, county, and municipal levels across California, as shown in **Exhibit 15.**

Exhibit 15. DKS California Electromobility Project Experience



Exhibit 16 Error! Not a valid bookmark self-reference. lists examples of the work performed by ICF and DKS in the past three years that best characterize the work quality and expertise that the City of Banning can expect the ICF team to apply to the tasks in the scope. More details on each of these projects are available upon request.

Exhibit 16. ICF-DKS Project Examples

Client, Project	Fleet Transition Planning	ZEV Infrastructure Assessment	Funding and Financing Strategies	Fleet Transition Roadmap
City of San Diego, CA, Master Phased Plan for Zero Emission Fleet Transition	✓	✓	✓	✓
City of Laguna Beach, EV Fleet and Charging Station Assessment	✓	✓	✓	✓
Los Angeles County, Zero Emission Vehicle Mobility Plan	✓	✓	✓	✓
City of Santa Ana, Fleet Electrification and EV Master Plan	✓	✓	✓	✓
LAUSD, Energy White Fleet Electrification Assessment	✓	✓	✓	✓
City of Lodi, Fleet Electrification Plan	✓	✓	✓	✓
Vallejo Flood and Wastewater District, ACF Transition Plan	✓	✓	✓	✓
City of Pittsburg, Infrastructure Needs Assessment Related to Future Municipal Fleet Electrification	✓	✓	✓	✓
City of Lodi, Fleet Electrification Plan	✓	✓	✓	✓
City of Baltimore, Fleet Electrification Plan	✓	✓	✓	✓
City of Raleigh, Fleet Electrification Implementation Rollout Strategy	✓	✓	✓	✓
City of Philadelphia, Municipal Clean Fleet Plan Support for EVs and Charging Infrastructure	✓	✓	✓	✓
City of Honolulu, Capital Fleet Transition Plan	✓	✓	✓	✓
Midpeninsula Regional Open Space District, Consultation to Improve Fleet Management	✓	✓	✓	✓
Ava Community Energy (formerly EBCE), Fleet Electrification Technical Advising	✓	✓	✓	✓
City of Fremont, Fleet Electrification Study	✓	✓	✓	✓
City of Seattle, Electric Vehicle Supply Equipment Systemwide Assessment	✓	✓	✓	✓
City of Olympia, Fleet Electrification Services	✓	✓	✓	✓
City of San Jose, Fleet Electrification Workplace and Public Charging Plan	✓	✓	✓	✓
City of Roseville, Fleet Electrification Plan	✓	✓	✓	✓
Orange County Waste and Recycling (OCWR), Fleet Replacement Planning	✓	✓	✓	✓
California State University, East Bay Fleet Electrification Plan	✓	✓	✓	✓
Washington State Parks Commission, Statewide Electrical Infrastructure Assessment	✓	✓	✓	✓
City of Kirkland, Fleet Electrification Plan	✓	✓	✓	✓
East Bay Municipal Utility District (EBMUD), Fleet Electrification Plan	✓	✓	✓	✓
City of Redding, Fleet Electrification Transition Plan	✓	✓	✓	✓
Anaheim Union High School District, Bus Fleet Electrification	✓	✓	✓	✓
Shasta County, Fleet Electrification Transition Plan	✓	✓	✓	✓
King County Solid Waste Division, Fleet Electrification Plan	✓	✓	✓	✓

Nevada County Transportation Commission, Zero Emission Vehicle Transition Plan	✓	✓	✓	✓
City of Antioch, ZEV Assessment	✓	✓	✓	✓
City of Redmond, Fleet Electrification Assessment	✓	✓	✓	✓
City of Elk Grove, Infrastructure Plan for Fleet Electrification of Electric Vehicles	✓	✓	✓	✓
City of Bothell, Fleet Electrification Project	✓	✓	✓	✓
City of Bellevue, Green Fleet Strategy	✓	✓	✓	✓
City of Spokane, Green Fleet Plan	✓	✓	✓	✓

References

This section provides a list of references for the past projects that ICF and DKS have provided similar services.

ICF Reference 1

Customer Name: Los Angeles County

Contact Individual: Jennifer Caron-Sale

Address: 1100 N Eastern Ave, Los Angeles, CA 90063

Phone Number: 510.847.0857

Year: 2024- 2025

EMAIL: jcaron-sale@isd.lacounty.gov

Project Description: ICF developed a ZEV transition plan for the County of Los Angeles to transition its fleet of almost 8,000 vehicles to EVs. The plan included detailed vehicle assessments, ZEV replacement recommendations, infrastructure planning, and a phased implementation strategy. ICF also optimized the fleet size and identified opportunities for cost savings and efficiency improvements as part of this comprehensive electrification effort. Along with municipal operations, the team assisted Los Angeles County in developing a countywide master plan. This plan included goals, strategies, and technical guidance to expand EV charging infrastructure throughout the county, promote EV ownership, and enhance EV charger reliability, as instructed by the Los Angeles County Board of Supervisors. The purpose of the plan was to facilitate regional EV adoption beyond the county's internal operations.

ICF Reference 2

Customer Name: City of Laguna Beach

Contact Individual: Frank Lopez

Address: 505 Forest Ave., Laguna Beach, CA 92651

Phone Number: 949.497.0303

Year: 2022- Present

EMAIL: flopez@lagunabeachcity.net

Project Description: Starting in 2022, ICF has been supporting the City of Laguna Beach in Southern California in developing an EV transition and fleet EV infrastructure plan. As part of this project, ICF evaluated the City's fleet, provided recommendations on potential EV replacements, and most importantly, conducted a detailed analysis to design a robust EV charging infrastructure across the City's facilities.

The schedule for fleet transition, including both transit and non-transit fleets, was set to finish in 12 months, with the project starting in May 2022. This stringent schedule is driven by the requirement for the City to submit a Zero Emission Bus plan to the state using results from this study by June 30, 2023. The team successfully met the project deadline for all tasks and assisted the City in presenting the results to the City Council and the State. Throughout the project, the project team maintained regular touchpoints with the City to ensure adherence to the budget and schedule.

This project has garnered significant attention from the press, including the *LA Times,* and has piqued the interest of both the City Council and the community. As a result, ICF has been rehired by the City of Laguna Beach to assist with the implementation of the electrification plan. As part of the new contract, ICF will serve as the City's owner's representative, collaborating with utilities and charging vendors to design the charging infrastructure. This involves bringing the necessary electrical infrastructure online and selecting vendors to deploy the charging stations.

ICF Reference 3

Customer Name: Los Angeles Unified School District
Contact Individual: Daniel Kang

Address: 333 South Beaudry Avenue, Los Angeles, CA 90017
Phone Number: 213.580.2920

Year: 2023 – 2025
EMAIL: *daniel.kang@lausd.net*

Project Description: LAUSD, the second-largest school district in the United States with over 429,000 students, has embarked on a significant project to transition to 100% clean, renewable energy by 2030 for electricity and by 2040 for all other energy uses, including cooking; boilers; heating, ventilation, and air conditioning (HVAC); and transportation. As the largest consumer of electricity in Los Angeles, LAUSD is making a particularly significant impact through this initiative. The district currently owns approximately 2,000 white fleet vehicles and pieces of power equipment, ranging from passenger cars to lawnmowers, most of which are gasoline or diesel powered. A comprehensive analysis is planned to determine the number, type, and locations of EVSE required for full fleet electrification, including associated costs and deployment schedules. A key component of this project is the development of comprehensive funding and financing strategies to address the cost barriers associated with transitioning to EVs and establishing the necessary charging infrastructure. Additionally, the plan entails identifying communities with poor air quality to prioritize the use of EVs and electric power equipment in those communities, ensuring an environmentally responsible and equitable approach to this ambitious transition.

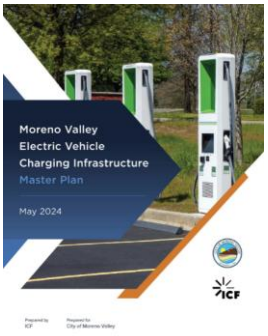
The project schedule was set to meet LAUSD's requirement, completing technical analysis within a 12-month framework. The project team delivered all technical memorandums and the final report within this timeframe. The report is currently under review by District management and will go through graphic design, with expected finalization in the next few months. Cost was controlled through well-planned staffing and resources allocation, combined with efficient and effective project management on both ends. Biweekly check-in meetings have been scheduled between key technical staff from ICF and the fleet and facility managers at LAUSD. These meetings ensured alignment on assumptions and objectives before each task, avoiding major revisions of key results.

ICF Reference 4

Customer Name: City of Moreno Valley
Contact Individual: Guadalupe Cortes

Address: 14177 Frederick St, Moreno Valley, CA 92553
Phone Number: 951.413.3147

Year: 2023- 2024
EMAIL: *guadalupec@moval.org*



Project Description: ICF collaborated with the City of Moreno Valley to create a comprehensive EV charging infrastructure master plan aimed at establishing a broadly accessible public EV infrastructure network. This project involved a detailed evaluation of the current and projected EVs and charging infrastructures, the identification of optimal sites for charging stations, and the execution of in-depth feasibility and siting analyses using our advanced tools and data on regional travel, land parcels, and vehicle registrations. Emphasizing equitable access—particularly for disadvantaged and rural communities—our approach encompassed extensive community outreach and engagement through various platforms, including a dedicated website, social media, and interactive forums. We also formed a project taskforce with diverse stakeholders

from the public and private sectors to guide the development of EV charging solutions, focusing on community engagement, education, and incentive programs to ensure that infrastructure development met the entire community's needs.

DKS Reference 1

Customer Name: Ava Community Energy

Contact Individual: Zac Thompson

Address: 1999 Harrison Street, Suite 2300, Oakland, CA 94612

Phone Number: 510.480.5061

Year: 2019 - 2024

EMAIL: zthompson@avaenergy.org

Project Description: During the first two phases of this project, DKS completed fleet electrification transition planning for Alameda County and the cities of Oakland, Berkeley, Dublin and Albany, Hayward, Emeryville, Livermore, Newark, Piedmont, Pleasanton, Tracy, Union City, and San Leandro. Following the adoption by CARB of the Advanced Clean Fleets (ACF) Rule, DKS was re-hired and provided updated fleet transition analysis and facilities electrification planning to include medium and heavy-duty vehicles. Tasks include estimation of fleet electrical load calculations and associated charging infrastructure requirements, and cost evaluations for infrastructure upgrades at each fleet facility. This evaluation includes recommended innovations such as dynamic load management, public charger sharing, mobile chargers and other technologies. The DKS team utilized the Agile project management methodology for this project. This collaborative framework promoted open communication through two-week cycles with the project delivery team, which included status reports to identify potential issues and develop solutions to minimize impacts on project costs and schedules. The project delivery team found the Agile approach beneficial in reducing costly rework and change orders.

DKS Reference 2

Customer Name: East Bay Municipal Utility District

Contact Individual: Maura Bonnarens

Address: 375 11th Street, Oakland, CA 94607

Phone Number: 510.407.2757

Year: 2024-2024

EMAIL: maura.bonnarens@ebmud.com

Project Description: DKS has provided fleet transition planning and analysis for East Bay Municipal Utility District's fleet of 971 vehicles assigned to 28 separate facilities located throughout the Bay Area and in San Joaquin, Calaveras, and Amador Counties. The primary focus of this project is compliance with California's Advanced Clean Fleets rule mandating electrification of all medium and heavy-duty vehicles. DKS' role on the project includes assessing existing conditions and reviewing industry trends, assessment of needs and analysis of gaps, estimating project costs and determining potential barriers to fleet electrification, and assisting with financing strategies and mechanisms for project implementation. DKS will also assist by preparing corresponding sections of the phased fleet electrification master plan. The DKS team utilized the Agile project management methodology for this project. This collaborative framework promoted open communication through two-week cycles with the project delivery team, which included status reports to identify potential issues and develop solutions to minimize impacts on project costs and schedules. The project delivery team found the Agile approach beneficial in reducing costly rework and change orders.

DKS Reference 3

Customer Name: City of Poway

Contact Individual: Miguel Solano

Address: 13325 Civic Center Drive, Poway, CA 92064

Phone Number: 858.668.4653

Year: 2024

EMAIL: msolano@poway.org

Project Description: DKS led this assessment by coordinating with City staff and stakeholders, collecting and analyzing fleet data, and developing a ZEV replacement schedule. The DKS team coordinated with the engineering teams to assess infrastructure needs, including facility evaluations for charging stations, and collaborated with SDG&E on electrical upgrades and funding opportunities. The project culminated with a phased implementation plan supported by a digital dashboard and presentations to City stakeholders. The DKS team utilized the Agile project management methodology for this project. This collaborative framework promoted open communication through two-week cycles with the project delivery team, which included status reports to identify potential issues and develop solutions to minimize impacts on project costs and schedules. The project delivery team found the Agile approach beneficial in reducing costly rework and change orders.

DKS Reference 4

Customer Name: City of Encinitas

Address: 505 South Vulcan Avenue, Encinitas, CA 92024

Year: 2023

Contact Individual: Crystal Najera

Phone Number: 760.943.2285

EMAIL: *cnajera@encinitasca.gov*

Project Description: DKS prepared an EV Charging Station Master Plan to evaluate and locate charging stations within the City and up to five miles from the city limits; conducted a needs assessment; defined alternatives; developed a plan to install EV charging stations at nearly all city-owned worksites and public facilities; and provided recommendations that would generally support residential transitioning from fossil fuel vehicles to clean transportation options, focused on EVs in the City of Encinitas.

Value Added Services

ICF is also proposing several value-added services for the City's consideration that can be completed within the ceiling budget identified in this RFP. These services include:

a) **Supporting the City in preparing and managing an RFP to select vendors for deploying the necessary charging infrastructure across City facilities**. This effort would cover the full RFP process, including drafting the solicitation, coordinating outreach, managing proposal evaluations, responding to vendor questions, and providing contract support to bring a vendor on board to begin implementation and construction.

b) **Development of detailed site drawings for charging infrastructure**, which will assist both with utility interconnection and with creating accurate bid documents for vendors to develop precise cost estimates.

c) **Two additional pop-up events** as part of our community outreach efforts to further engage the public in the City's transition to electric vehicles.

Each of these services is described in detail in the following subsections.

Identify Vendors for Charging Infrastructure

RFP Preparation

As part of the RFP development process, ICF will review previous RFPs issued by various municipalities in California to gain insights into best practices that have been successful in contractor selection. Additionally, ICF will consult with these municipalities for further guidance and recommendations on the selection process. In drafting the RFP, ICF will consider the following elements:

- **An Overview of the Project:** A brief description of the project and the City's objectives for this RFP
- **Overarching Objectives and Goals:** The primary objectives and goals the City aims to achieve through this RFP
- **Contractor Requirements:**
  - Requested services such as permitting, construction, charging equipment purchase and installation, and CaaS
  - Specific requirements, such as ensuring operational uptime, maintenance and repair services, staff certification, etc.
- **Equipment Specifications:** Specifications for connectors, resilience to extreme weather conditions, 24/7 technical support, and real-time or downloadable power usage data capture
- **Operational and Data Management:**
  - Requesting that potential bidders provide a list of existing EV charging markets, an overview of past and current operations in the CPA region, and details of their business model and approach for the project
  - Detailing the approach bidders will take for coordination with the City on design review and permitting, payment structure, maintenance practices, repair schedules, and customer communication

ICF will share the first draft of the RFP with the City for review and feedback. Once the City provides their comments, ICF will address them accordingly.

Proposal Evaluation

After the proposal deadline, ICF will assist in evaluating the proposals received using an objective scoring system that considers factors such as cost, technical capabilities, and experience. If necessary, ICF will help the City schedule interviews with the top bidders and assess their past work to evaluate their ability to meet the project's requirements.

Contract Support

Following the evaluation of the proposal, ICF will assist the City with the bidder selection and contract development processes. This includes technical support throughout the negotiation process to ensure the Participant secures a contract that is not only favorable in terms of financial and operational terms but also guarantees the successful execution of the project.

Summary Document

As part of the deliverables for this task, the ICF team will compile a detailed summary highlighting the technical support and guidance offered throughout the RFP development and proposal evaluation stages. This summary will outline how ICF's expertise contributed to creating a clear and comprehensive RFP, assisted with evaluating submitted bids, and ultimately shaped the contracting process. It will also include insights on best practices, lessons learned, and recommendations for future procurement activities that could improve efficiency, transparency, and overall outcomes for the City of Banning.

Develop Site Drawings for Charging Infrastructure

To streamline the procurement of the ZEV infrastructure, the ICF team will develop preliminary designs for the three fleet sites designated to host the ZEV infrastructure.

Site Walk: ICF engineers and charging/hydrogen infrastructure experts will coordinate with City facility staff to arrange for site visits to 176 East Lincoln Street, 350 East Lincoln Street and 747 North San Gorgonio Avenue. The ICF team will conduct a thorough review of available site information collected during site walk and provided by the City, such as utility meter numbers, electric consumption data, and utility usage data. This review will also encompass the final infrastructure plan and any potential electrical system upgrades identified in earlier tasks.

- **Conceptual Facility Layout**: Prior to developing the electrical engineering design document, ICF will work with the City (and City Utility, if available) to get access to as-builts for the three sites. Using these as-builts, we will illustrate the specific placement of charging stations, or hydrogen fueling pumps, and the integration of associated infrastructure, such as electrical conduits, transformer locations, and electrical panels. The objective of these drawings is to present a comprehensive and clear view of how the charging stations will seamlessly fit into the existing environment. This includes careful consideration of spatial arrangements, access routes, and addressing any potential physical obstructions or logistical challenges. These drawings are not only crucial for visualizing the final setup but also serve as critical tools for planning and implementation, ensuring the charging infrastructure is deployed effectively and efficiently while aligning with the overall aesthetic and functional requirements of the site. An example of the conceptual design is shown in

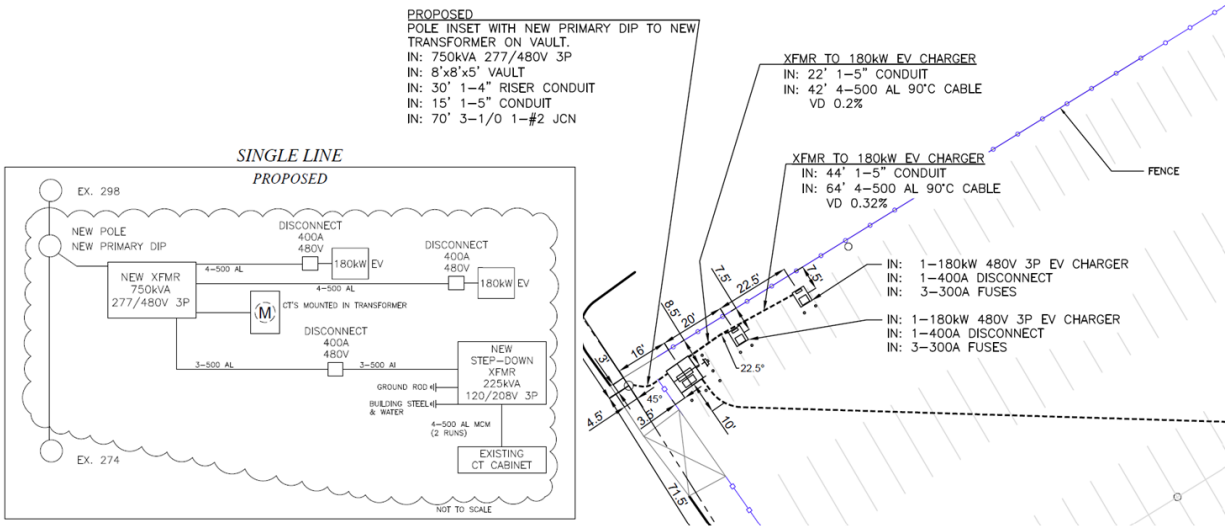
Exhibit 17.Error! Reference source not found.

Specifically, the ICF team will:

- Review load and power demand calculations and specify switchboard size
- Review Banning Utility electric service handbook for service requirements, including energy metering connections
- Perform ampacity and voltage drop calculations for cable sizing
- Perform conduit fill calculations for conduit sizing
- Design electrical distribution equipment and size overcurrent protection
- Prepare high-level site plan and equipment layout, including service equipment locations
- Prepare conceptual single-line wiring schematics
- Prepare relevant technical specification section outlines required for the installation, testing, and commissioning of the infrastructure

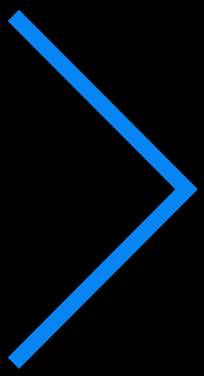
- Develop preliminary drawings for site plans and include ZEV charging stations or fueling dispenser footprint as well as accommodation of ADA requirements (if applicable)
- Plans will also specify routes for trenching and conduit installation

Exhibit 17. Sample Conceptual Facility Layout



Value Add Deliverables

- 30%, 60% and 90% design drawings for the EV charging infrastructure at the two fleet sites
- Conceptual layout for the two fleet facilities, including recommendations on onsite electrical improvements.
- RFP developed for charging infrastructure needed by city fleet
- Proposal scoring & interviews for all charging infrastructure companies
- Report summarizing all technical guidance and findings from the procurement process



Appendix A: Resumes

Appendix A: Resumes

SAM POURNAZERI, PHD, PE

Senior Director, Transportation and Energy



RELEVANT EXPERIENCE

Sam Pournazeri, PhD, is the Senior Director of Clean Transportation and Energy at ICF, with over 15 years of experience specializing in the development of strategies and solutions to transition medium- and heavy-duty (MDHD) vehicles to zero-emission technologies. Nationally recognized for his expertise in advanced transportation technologies, emissions modeling, and sustainable transportation planning, Sam has led numerous initiatives helping state and local governments design and implement comprehensive fleet electrification strategies. His work focuses on accelerating the adoption of zero-emission vehicles (ZEVs) by assessing fleet needs, developing tailored solutions, and deploying the necessary charging and fueling infrastructure. Sam's leadership has been instrumental in guiding local and regional agencies, particularly in California, through the transition of their MDHD fleets to ZEVs. His approach involves detailed fleet analyses, operational assessments, and infrastructure planning to ensure a seamless transition to clean transportation technologies. Before joining ICF, Sam played a pivotal role at the California Air Resources Board (CARB), where he contributed to the development of the Mobile Source Strategy and served as the technical lead for several of the state's major regulatory initiatives, including the Advanced Clean Trucks (ACT) rule, Advanced Clean Fleets (ACF) regulation, and Advanced Clean Cars II (ACC II) program.

Education

- PhD, Mechanical Engineering, University of California, Riverside, 2012
- BSc, Mechanical Engineering, Sharif University of Technology (Tehran, Iran), 2008

Certifications, Registrations, and Trainings

- California Certified Professional Mechanical Engineer (PE), License No. M36830, 2013

PROJECT EXPERIENCE

Medium- and Heavy-Duty (MD/HD) Zero-Emission Vehicle (ZEV) Blueprint—San Diego Association of Governments (SANDAG), 2022–2024
Project Manager. Sam led an effort with SANDAG to develop a MD/HD ZEV Blueprint that guided the transition of freight and transit vehicles to zero-emission technology and highlighted the challenges related to technology readiness, infrastructure availability, and cost. As part of this work, Sam forecasted the MD/HD ZEV adoption in the region along with the charging and fueling infrastructure needed to support them. The Blueprint also identified key implementation strategies that the region could take to accelerate the adoption of MD/HD ZEVs.

Zero Emission Truck Infrastructure (ZETI)—Southern California Association of Governments (SCAG), 2023–Present
Project Manager. As the project manager on the ICF side for the ZETI project, Sam plays a crucial role in developing a pioneering and comprehensive plan for a ZEV charging and fueling network for MD/HD vehicles across Southern California. His responsibilities include overseeing the assessment of fueling infrastructure needs, siting zero-emission infrastructure, and crafting strategies for deployment of these infrastructure throughout the region.

Feasibility Assessment of Class 8 Zero Emission Trucks for Drayage Operations—Ports of Los Angeles and Long Beach, 2024-2025.
Project Manager. Sam is leading a feasibility assessment for the Ports of Los Angeles and Long Beach, evaluating the potential for deploying Class 8 zero-emission trucks in drayage operations. This comprehensive study focuses on four key areas: technology readiness, operational feasibility, financial viability, and necessary infrastructure investments. As Project Manager, Sam oversees the analysis of zero-emission technologies, the operational requirements for integrating them into port activities, the financial models supporting fleet transitions, and the

infrastructure needed to support widespread adoption. This report, which is published every three years, plays a critical role in guiding the ports' investments and initiatives for transitioning drayage trucks to zero emissions, shaping the long-term strategy for decarbonizing port operations.

Fleet Electrification Planning—Midpeninsula Regional Open Space District (Midpen), 2023–2024
Project Manager. As project manager for Midpen's two-phase fleet electrification project, Sam developed a master plan to transition their fleet to zero-emission and fossil fuel–free technologies by 2030. His role included evaluating fleet needs, budget constraints, and infrastructure requirements, while also creating tools for efficient fleet management and identifying funding sources. In Phase 2, Sam assessed fleet management systems and worked with vendors to implement the selected system, ensuring a smooth transition and operational efficiency.

Phases Master Plan for Fleet Electrification – City of San Diego, 2024 – 2025.
Project Manager. Sam is currently leading the City of San Diego's phased master plan for fleet electrification. As part of this initiative, Sam is assisting the City in complying with the Advanced Clean Fleets (ACF) regulations, designing a charging infrastructure that meets both immediate and long-term needs. He is also coordinating with San Diego Gas & Electric (SDG&E) to help the City leverage the Power Your Drive For Fleet (PYDFF) program rebates and ensure that the necessary utility upgrades are implemented. These efforts are critical to enabling the City to electrify its fleet and build the required charging infrastructure efficiently.

EV Fleet and Charging Station Assessment Master Plan and Implementation Plan —City of Laguna Beach, CA, 2022–2024
Project Manager. Sam led the development of an EV Fleet and Charging Station Assessment Master Plan for the City of Laguna Beach, CA. The plan aimed to evaluate the city's fleet and provide recommendations for transitioning from fossil fuel vehicles to clean transportation options, deploy EV charging stations for city fleet vehicles, provide guidance on decommissioning unnecessary propane and fossil fuel city infrastructure, install EV charging stations throughout the community for public use, and identify potential funding sources to facilitate the transition to an all-electric fleet. After completing the fleet transition plan, Sam and his team were rehired by the City of Laguna Beach to implement the EV infrastructure plan. Sam is overseeing the installation of charging infrastructure, managing site visits for priority locations, and leading vendor procurement for three city facilities. He also coordinates with Southern California Edison (SCE) to leverage rebates from the Charge Ready Transport (CRT) program.

California's Mobile Source Emissions Inventory—CARB, 2012–2021
Program Lead. Sam oversaw the development of sophisticated modeling platforms to assess the environmental impact of transportation policies in California. Sam led a team of 35 scientists and engineers focused on developing and implementing data analytics and emissions modeling platforms to inform the design and structure of various transportation policies implemented by CARB.

2020 Mobile Source Strategy—CARB, 2020–2021
Program Lead. The Mobile Source Strategy serves as the Blueprint for the next generation of transportation policies that California needs to tackle over the next 3 decades. It defines the technology mixes needed in the transportation sector for California to achieve its clean air goals, including near-term air quality and longer-term climate targets. Sam had the opportunity to work directly with almost all the mobile source and fuel programs within CARB and provide an integrated planning perspective and common vision for transforming the transportation sector. He used his extensive knowledge and experience in transportation and freight system technologies to navigate the team through challenging and politically sensitive policy issues during the development of the plan.

EMPLOYMENT HISTORY

ICF. Senior Director of Clean Transportation and Energy. 2023–Present.
ICF. Director of Clean Transportation and Energy. 2021–2023.
CARB. Branch Chief. 2012–2021.

STEPHANIE KONG, PHD

Director, Transportation and Energy



RELEVANT EXPERIENCE

Stephanie Kong, PhD, is a director of transportation and energy at ICF and has 9 years of experience in air pollution measurement, vehicle activity and emissions modeling, greenhouse gas (GHG) and criteria pollutant emissions analysis, and clean transportation policies. Stephanie received her PhD from California Institute of Technology, where she focused on air quality modeling using complex statistical and data analytical tools. During her time at the California Air Resources Board (CARB), she led the development of California's transportation emission modeling tools and was the technical lead behind CARB's medium- and heavy-duty zero-emission fleet regulations. Upon joining ICF, Stephanie has been leading multiple projects to help state and local governments to develop zero-emission vehicle (ZEV) strategies and ZEV infrastructure deployment planning.

Education

- PhD, Chemical Engineering, California Institute of Technology, 2020
- MS, Chemical Engineering, California Institute of Technology, 2018
- BS, Chemistry, Harvey Mudd College, 2015

PROJECT EXPERIENCE

Shared and ZEV Mobility Plan—Los Angeles County, 2024–Present
Project Manager. Stephanie is leading the development of a countywide plan for the County of Los Angeles to reduce GHG emissions from municipal transportation activities. The plan has two components: fleet and employee commute. On the fleet side, Stephanie is overseeing the county's strategic plan to transition fleet from county's internal services, public works, sheriff, and fire departments to ZEVs and establishing a funding mechanism for the county to support this transition. In addition, the project also evaluates the feasibility of county employee ridesharing programs.

Washington Utility-Side Charging Infrastructure Assessment—Washington State Department of Commerce, 2024
Project Manager. Stephanie worked with the Washington State Department of Commerce to estimate projected costs for electric utility infrastructure, down to the point of service delivery, needed to power all electric vehicle (EV) charging in Washington State as modeled by the state's Transportation Electrification Strategy through 2035. This project will help to determine the range of potential financial impacts of such costs on ratepayers, EV service providers (EVSPs), and EVSP customers from the large-scale EV adoption, as well as support participation and increased EV supply equipment (EVSE)–related grid upgrade planning efforts by Washington State utilities.

ACF Transition Assessment—Vallejo Flood and Wastewater District, 2024–Present
Project Manager. Stephanie is overseeing the development of a comprehensive ZEV Transition Plan for the Vallejo Flood and Wastewater District. She ensures the District complies with CARB's ZEV mandates and the ACF rule, recommending vehicle and equipment replacements for sewer and vacuum needs. She is also responsible for overseeing the site design to accommodate all the electric vehicle charging infrastructure in the District's main facility.

Energy White Fleet Electrification Assessment—Los Angeles Unified School District (LAUSD), 2023–Present
Project Manager. Stephanie is leading the white fleet electrification plan for LAUSD, the second largest school district in the country. The project includes evaluating the current fleet characteristics, providing cost-effective and technologically feasible recommendations for EV and equipment replacement, and conducting a comprehensive analysis to inform the number, type, and location of EVSE needed to support full fleet electrification along with their associated cost and schedule for deployment. The project is also intended to provide comprehensive funding and financing strategies tailored around LAUSD's needs to overcome the cost barriers for transitioning the fleet to EVs and building out the needed charging infrastructure to support them.

Assess the Battery-Recharging and Hydrogen-Refueling Infrastructure Needs, Costs, and Timelines Required to Support Regulatory Requirements for Light-, Medium-, and Heavy-Duty ZEVs—Coordinating Research Council (CRC), 2023–2024
Project Manager. Stephanie is overseeing the project funded by CRC to assess the national demands and cost of charging and hydrogen fueling infrastructure in support of transitioning the light-, medium-, and heavy-duty vehicles to zero-emission technologies. The project aims to thoroughly evaluate the infrastructural needs in light of the anticipated surge in ZEVs across the United States and determine its implications on the energy supply infrastructure.

San Diego Regional Zero-Emission Vehicle Incentive Program (ZEVIP) Strategy—San Diego Association of Governments (SANDAG), 2023–2024
Project Manager. Stephanie is leading the establishment of a ZEVIP for the San Diego region. The ZEVIP aims to support the purchase of over 100,000 ZEV passenger vehicles between 2025 and 2035 while enabling significantly more ZEV purchases by residents in low- and moderate-income households and/or people residing in disadvantaged and low-income communities. In addition, Stephanie is helping SANDAG to establish interregional coordination on ZEV incentive programs with other metropolitan planning organizations and air districts, as well as supporting local jurisdictions to meet their climate action plan and clean transportation goals.

Zero Emission Vehicle Strategy — City of San Diego, 2023
Task Lead. Stephanie worked with the City of San Diego to craft a ZEV strategy that will aid the City in achieving its mode shift and electric vehicle miles traveled (eVMT) goals outlined in the Climate Action Plan. Stephanie helped the City to develop actions needed to transition vehicles from internal combustion engines to ZEVs. In addition, Stephanie also coordinated with different City departments to identify risks, improve equitable access, and evaluate the potential secondary impacts of the transition.

California's Advanced Clean Fleets Regulation—CARB, 2020–2023
Technical Lead. The Advanced Clean Fleets Regulation is part of a comprehensive strategy that CARB has proposed to accelerate the adoption of ZEVs in the medium- and heavy-duty truck sector. The regulation requires state and local government fleets, drayage trucks, and high-priority and federal fleets to phase in ZEVs over time, starting in 2024. Stephanie oversaw the development of emission benefits analysis and technology mix projection for this regulation. She worked closely with stakeholders from different regulated sectors and performed research and analysis to quantify the overall emissions, health, and economic benefits of the proposed regulation.

California's Mobile Source Emissions Inventory—CARB, 2020–2023
Technical Lead. EMFAC is the official statewide emission inventory model CARB uses to assess emissions from on-road motor vehicles, including cars, trucks, and buses, in California and to support CARB's planning and policy development. Stephanie was the technical lead behind the latest EMFAC model updates where she analyzed and incorporated substantial information on vehicle population, activity, and criteria pollutants and GHG emissions into the model. In addition, Stephanie also initiated the efforts to improve the spatial resolution of the existing model using transportation big data.

EMPLOYMENT HISTORY

ICF. Director of Transportation and Energy. 2024–Present.
ICF. Senior Manager of Transportation Electrification. 2023–2024.
ICF. Senior Transportation Electrification Consultant. 2023–2023.
CARB. Air Pollution Specialist. 2020–2023.

DUNCAN CROWLEY, MS, EIT
Lead Transportation Consultant, Transportation & Energy



Education

- MS, Transportation Technology & Policy, University of California Davis, 2023
- BS, Engineering, Harvey Mudd College, 2018

Certifications and Registrations

- Engineer in Training (EIT) Lic#: EIT 178466

RELEVANT EXPERIENCE

Duncan Crowley is a Lead Transportation Consultant with the Clean Transportation team at ICF, where he leverages a diverse set of systems engineering skills developed working with Toyota, NASA's Jet Propulsion Laboratory, and at Birdi Systems. A graduate of the Transportation Technology and Policy master's program at UC Davis, Duncan has experience with modeling, policy analysis and research across multiple transportation disciplines with strong expertise in urban freight, freight electrification, ports, electric vehicles and transportation equity. At ICF, Duncan focuses mainly on projects related to decarbonization of the transportation sector, especially those related to the adoption of zero-emission vehicles (ZEV). Prior to working at ICF, Duncan developed his skills as an engineering professional as a consultant and project engineer working for public construction projects at Birdi Systems. This experience with infrastructure projects and project estimation makes him well-suited to understand complex infrastructure challenges in transportation decarbonization.

PROJECT EXPERIENCE

ZEV Mobility Plan, Los Angeles County, 05/2024 – present
ISD Fleet Lead – Duncan is leading the evaluation of LA County's largest fleet of over 4000 vehicles to electric to meet the requirements set out in California's ACF rule and meet the county's targets. He led data gathering efforts in collaboration with the Internal Services Division and all the fleets it oversees to understand vehicle characteristics, parking locations and operations. Using ICF's Powerguide model, he has identified vehicle recommendations and a timeline for replacing each vehicle in the fleet in a manner which complies with the ZEV milestone option. He has also produced an estimate of the total cost of ownership of each vehicle and how it compares with the ICE alternative. Duncan is continuing to work with the County to refine the proposed electrification plan to best meet goals around operations and total cost.

Lake County Zero Emission Vehicle Infrastructure Plan, Lake Area Planning Council, 03/2025 – present
Project Manager – Duncan is leading the development of a ZEV infrastructure master plan for the Lake County region in California. Leading a team of 3 staff, he is working to identify locations for EV charging in the tourism-focused region. In total, this project consists of four parts: existing conditions (ZEV adoption and charger installations), future conditions analysis (projected adoption and charging needs), charger siting analysis and public outreach. This project leverages Duncan's subject matter expertise as the lead developer of the ICF charger siting tool and having conducted dozens of site visits.

Medium and Heavy-Duty EV Adoption and Load Forecasting, Avangrid 06/2024 – 03/2025
Technical Lead – Duncan worked with the utility to quantify EV charging needs and load imposed from MHD vehicles in their NY and CT service territories. This technique used publically available vehicle datasets and satellite imagery to identify the dwelling locations of all MHD trucks in the region, and then estimated the EV adoption for those trucks across three scenarios and 4 analysis years. These EV counts then informed the depot charging needs at each site, which was aggregated by circuit and transformer. Similarly, a novel technique was used to identify the best locations for MHD chargers (considering over a dozen factors), which was then used to site chargers across these scenarios and analysis years as well as estimate their charging demand.

EV Data Collection and Plan Update, Tahoe Regional Planning Agency, 04/2024 – 07/2024

Task Lead – Duncan served as the main developer of a GIS tool to identify possible sites for EV charging in the Tahoe Basin. This tool used a variety of trip data and other GIS information to quantify the potential usage of EV charging for both workplace and public EV charging. He also wrote a report analyzing the micromobility programs in South Lake Tahoe and provided recommendations on how to improve their existing program through changes to operations and city policy.

EV Charging Infrastructure Master Plan, City of Moreno Valley, 08/2023 – 03/2024
Siting Lead – Duncan worked with the city to develop a novel model for quantifying the utility of each parcel within for public EV charging. This model considered the amount of automotive travel to each location, the parking time at each site, the site's access to transit, proximity to existing EV chargers, proximity to apartments and location within a disadvantaged community. He then used this scoring used to identify 30 candidate sites for EV charging. Each of these sites were then visited to understand questions around site access, ADA compliance and connection to the utility to produce a prioritized list of site recommendations. These site recommendations and the scoring were packaged into a webmap tool to communicate project results with the public and to solicit comments and feedback on proposed locations. Duncan then incorporated this feedback into the recommendations for EV charger sites in the master plan.

EV Charging Infrastructure Master Plan, City of Lodi, 11/2023 – 05/2024
Infrastructure Lead – Duncan led the implementation of the ICF charger siting model for the City of Lodi for both light-duty and heavy-duty public charger siting. In addition to considering things like vehicle parking times, proximity to existing chargers and proximity to DACs, the heavy-duty model considered factors like zoning for warehousing, distribution or manufacturing, and proximity to truck stops. Duncan then used the scoring to identify ideal sites for LD and HD public charging, and led site visits of these locations with participants from the utility to identify upstream utility limitations. Finally, he developed the maps for sharing this data with the city and the public to solicit feedback on the proposed sites. This feedback was later incorporated into the master plan. ICF is currently working with the City to submit grant applications for funding for each of these locations to help implement as many as possible.

White Fleet Electrification, Los Angeles Unified School District, 01/2024 – 06/2024
Consultant – Duncan met with stakeholders across the school district to collect data on their fleets and to understand the unique operations of each fleet. He then used ICF's Powerguide tool to come up with replacement vehicle recommendations for each vehicle in the fleet as well as a vehicle replacement timeline. He also estimated the total cost of ownership associated with the new EVs in comparison with gas or diesel alternatives. In addition, he worked with the district to amend recommended vehicles to work with vendors and manufuacturers preferred by them. These recommendations were then used to identify charging needs across the district and its properties and the estimated costs associated with the necessary infrastructure for them.

Educational Materials for ZEV Trucks, Sustainable Freight Research Center, 04/2022 – 06/2023
Graduate Student Researcher – Duncan was the main researcher on a project for California's Air Resources Board to come up with an educational strategy to pair with California's Advanced Clean Fleet rule. He identified 11 key topics about ZEVs which fleets and truck drivers will need to understand, scouring the internet to find the best available resources for each of the topics. In addition, he developed educational materials, case studies and one-pagers aimed at heavy-duty truck fleets on topics which did not have good resources available already. In addition, he developed a survey that was distributed to drivers and other attendees at ZEV truck workshops run by CARB to help evaluate the resources found and get a better sense for what these fleets needed to know and what their pain points were. He also conducted several interviews with OEMs, fleets, NGOs and public agencies to gain their insights on existing materials and better understand the needs of drivers and fleets.

EMPLOYMENT HISTORY

ICF. Senior Transportation Specialist. Sacramento. 7/2023– Present.
UC Davis Sustainable Freight Program. Graduate Student Researcher. Davis. 1/2022–6/2023.
Birdi Systems Inc. Systems Engineer. Pasadena. 08/2018–6/2021.

THEODORA KONSTANTINOU, PHD



Lead Consultant, Transportation and Energy

Theodora Konstantinou, PhD, is a lead transportation and energy consultant at ICF with eight years of experience in transportation electrification and decarbonization. Her work at ICF focuses on developing electric vehicle (EV) roadmaps, charging infrastructure plans, and incentive programs at the state and local levels. Prior to joining ICF, she gained experience at the EV Research Center of the Institute of Transportation Studies at the University of California, Davis, where she led and oversaw research projects related to the used vehicle market and its implications for EVs, equity concerns regarding the impact of incentives on EV adoption, and EV adoption in rural areas. Dr. Konstantinou has worked on projects funded by organizations and agencies, such as the National Science Foundation, the Department of Energy, the California Air Resources Board, and the Indiana Department of Transportation. She holds a PhD in Transportation and Infrastructure Systems Engineering from Purdue University, specializing in medium and heavy-duty vehicle electrification by examining the barriers to adoption and the proper implementation of EV technology in the trucking industry.

Education

PhD, Civil Engineering, Purdue University, 2022

MS, Civil Engineering, Purdue University, 2018

BS, Rural & Surveying Engineering, National Technical University of Athens, 2016

Project Experience

City of Santa Ana Fleet Electrification & EV Master Plan, City of Santa Ana, 08/2024-Present
Project Manager. Theodora is leading the development of a Fleet Electrification & EV Master Plan for the City of Santa Ana, aligned with the Advanced Clean Fleets (ACF) regulation. The project includes assessing the city's current fleet and infrastructure, identifying electric vehicle replacement options, evaluating site-specific fleet and public charging needs, assessing grid capacity, coordinating with utilities for potential upgrades, developing strategies for cost-effective infrastructure deployment and crafting city-specific policies and workforce training programs to support the transition to EVs.

Advanced Clean Energy Fleet (ACF) Transition Assessment, Vallejo Flood and Wastewater District, 04/2024-Present
Deputy Project Manager. Theodora assists in developing a comprehensive Zero-Emission Vehicle (ZEV) Transition Plan for the Vallejo Flood and Wastewater District. She contributes to assessing the District's current fleet and infrastructure, ensuring alignment with CARB's ZEV mandates and the Advanced Clean Fleets (ACF) rule. This involves helping to determine electric vehicle replacement recommendations as well as the optimal number, type, and placement of refueling stations, and analyzing the costs and timeline for deployment. Theodora also supports the evaluation of site and grid upgrades needed to meet the increased power demand for ZEVs.

City of Lodi Electric Vehicle Charging Infrastructure Master Plan, City of Lodi, 10/2023–Present
Project Manager. Theodora is overseeing the project funded by the City of Lodi to develop a comprehensive and thoroughly considered EV Charging Infrastructure Plan for the City of Lodi. This Plan provides a systematic approach to building a publicly accessible EV infrastructure network to safely facilitate the operation of EVs within the City and surrounding areas. It includes an assessment of current and anticipated EV and charging infrastructure conditions, feasibility analysis, siting and cost analysis for EV charging infrastructure investment, as well as support for public outreach and engagement efforts. Additionally, the plan will identify various available business models for the City to consider and assist in the selection of potential contractors to deploy public charging infrastructure.

Southern California Zero Emission Truck Infrastructure (ZETI) Study, Southern California Association of Governments (SCAG), 11/2023-Present

Technical Lead. Theodora is leading the development of a tool for siting medium- and heavy-duty zero-emission vehicle infrastructure in the SCAG region. This tool will assist local jurisdictions in assessing sites for their suitability and potential for electric charging and hydrogen infrastructure dedicated to zero-emission trucks. The tool considers five primary groups of siting criteria: utilization, land, equity, grid capacity, and environmental conditions, with specified sub-criteria to consider within each category.

2024 Feasibility Assessments for the Clean Air Action Plan (CAAP) – Class 8 Trucks, Ports of Los Angeles and Long Beach, 06/2024-Present
Technical Lead. Given the Port's commitment and the state's mandate to transition drayage trucks to zero-emission technology, Theodora is leading the feasibility assessment of zero-emission technologies. Theodora is evaluating the technical, operational, and economic feasibility, as well as the commercial availability and supporting infrastructure for Class 8 zero-emission trucks. This includes coordinating data collection, stakeholder interviews, and applying methodologies to assess technology readiness levels and total cost of ownership, aiming to align with CAAP's objectives and timelines.

Avangrid Medium/Heavy Duty Electric Vehicle (EV) Adoption and Forecast, Avangrid, 04/2024-Present
Task Lead. Theodora supports Avangrid in preparing for the grid impact of fleet electrification within its service territory. Her work includes forecasting EV adoption rates, determining charging infrastructure needs, and estimating load requirements for both public and depot EV charging stations at the fleet premise level. This analysis will inform the development of a mapping tool that provides detailed insights into EV adoption, anticipated load, and the number of chargers needed at each potential depot and public charging location.

State of Zero-Emission Vehicle Secondary Market and Accessibility Impacts in California's Underserved Communities, California Air Resources Board, 09/2022-09/2023
Project Manager. The goal of this project is to provide policy recommendations based on a deep understanding of the impact of incentive programs on the light-duty EV market and how the secondary EV market can potentially increase access to clean mobility options for underserved communities in California. Theodora played a pivotal role in shaping the project's direction, ensuring effective collaboration among team members and providing technical expertise. Theodora also led the design of a survey, distributed to EV and non-EV owners, a crucial step in gathering essential data to support this project and various ongoing research initiatives.

Investigating the Influence of Incentives for Low-income and Disadvantaged Households on Electric Vehicle Purchase Decisions in California, California Air Resources Board, 11/2022-08/2023
Technical Expert. Given the widespread availability of incentive programs and the high cost of offering incentives, understanding consumer response to these subsidies and quantifying the benefits and costs of their implementation is essential. Theodora served as a technical expert, offering guidance in the execution of statistical analyses aimed at investigating the impact of income-eligibility-based programs on consumers' decisions to purchase ZEVs.

Evaluating the Potential of Truck Electrification and its Implementation from User and Agency Perspectives, National Science Foundation & Indiana Department of Transportation (INDOT), 01/2019-08/2022
Project Manager. Theodora organized and directed this research project from inception to completion. Theodora designed the research methodology, managed resources effectively, setting objectives, and ensuring the project's successful outcomes. In this project, Theodora developed a framework to inform policy making and enhance electric vehicle (EV) preparedness in the trucking industry in the United States through the study of two interrelated elements: (a) the adoption of electric trucks and (b) the appropriate implementation of electric truck technology.

Employment History

ICF. Lead Transportation and Energy Consultant. Los Angeles, CA. 10/2023–Present.
University of California, Davis-Electric Vehicle (EV) Research Center. Researcher. Davis, CA. 09/2023–09/2024.
Purdue University. Research Assistant. West Lafayette, IN. 08/2017-08/2022.

FANG YAN, PHD, PE

Director, Clean Transportation and Energy



Fang Yan, PhD, is a Direct of Clean Transportation and Energy who brings in over 15 years of experience in emission modeling, public polices, and clean fuel and vehicle technologies to support clients in navigating the technical, economic, and regulatory challenges in decarbonization. Before her current role, she oversaw ICF's Lifecycle Assessment (LCA) for low carbon fuels transactions under various state and federal programs. She focuses on zero-emission vehicles related regulatory and strategy assessment, and transportation modeling, while maintaining a broad expertise in Low Carbon Fuel Standards (LCFS). She led California Air Resources Board (CARB)'s Innovative Clean Transit Regulation development and brought rich experiences in battery electric and fuel cell electric vehicle technologies, charging and hydrogen infrastructure, as well as total cost ownership of zero-emission vehicles. She managed Mobile Source Strategy and layout of the land of California's future transportation system to zero-emission technologies. She also worked closely and collaborated with California Energy Commission and Public Utilities Commission to forecast infrastructure needs to accommodate California's fleet transition to meet air quality and climate goals.

Fang has extensive tool development and data analytics experience using Python and MySQL. Prior to joining ICF, she was a manager of CARB's mobile source emission modeling, led scenario analyses and technical assessment of various regulations and policies, and oversaw the on-road emission inventory, also known as EMFAC, which has been used worldwide by over thousands of modelers from government, industry, and academia.

Education

PhD and MS, Environmental Engineering,
University of Illinois at Urbana and Champaign, 2012

BA, Environmental Engineering,
Tsinghua University, China, 2006

Certifications

Professional Engineer in Chemical Engineering in California

PROJECT EXPERIENCE

Master Phased Plan for Zero Emission Fleet Transition – City of San Diego, 06/2024 – Present
Project Manager. Fang helps the City of San Diego to develop a zero-emission fleet transition plan for both light and heavy-duty vehicles operating in the City. Fang provides technical led in several aspects: (1) evaluation of the City's Geotab data to assess fleet operation and replacement needs, (2) scenario analysis of charging infrastructure needs and electrical load capacity, and (3) cost estimates of ZEV and infrastructure rollout. Fang also helps with the coordinates with the City and local utility to review the existing capacity and identify potential upgrade needs.

Greenhouse Gas and Carbon Emissions Reduction Program – Hawaii Department of Transportation (HDOT), 06/2024 – Present
Technical Lead. The purpose of this project is to develop a greenhouse gas & carbon emissions reduction program to support Hawaii's Clean Energy Vision and Climate Change Policies, and comply with federal regulations. Fang leads the existing policies and GHG reduction strategies assessment and develops quantitative methods to evaluate emission reductions at project and program level. In addition, Fang coordinates with the client and helps with a series of stakeholder interviews to identify activities that each functional units at HDOT has been planned and will be implemented to reduce GHG emissions.

Assessment of Future Transportation Hydrogen Demand & Economics in Hawaii – Hawai'i Sate Energy Office (HSEO), 08/2023 -03/2024
Technical Expert. Fang provides comprehensive demand and economic analysis to develop estimates for the anticipated demand for hydrogen in the transportation sector and the overall cost of transitioning a fraction of the sector,

most suitable for this technology, to hydrogen-powered vehicles. This assessment covers various sectors, including land transportation, marine, and aviation.

Assess the Battery-Recharging and Hydrogen-Refueling Infrastructure Needs, Costs and Timelines Required to Support Regulatory Requirements for Zero-Emission Vehicles - Coordinating Research Council (CRC), 06/2023 – 10/2023
Technical Expert. Fang leads ICF's support to CRC and assesses the national demands and cost of charging and hydrogen fueling infrastructure in support of transition the light-, medium-, and heavy-duty vehicles to ZEVs. Based on the transition to FCEVs and hydrogen demand, Fang estimates the number, location, size, costs, and timelines for creating the necessary hydrogen refueling stations by capacity. Fang also makes analysis of total capital costs of hydrogen station installation with the consideration of market scaling up and technology advancement. Fang assesses the gaps of hydrogen infrastructure in its supply chain, including production, storage, delivery and transportation.

Zero-Emission Bus Rollout Plan – City of Lodi, 12/2022 – 06/2023
Project Manager. Fang led zero-emission bus (ZEB) rollout plan projects to help clients meet the requirements of Innovative Clean Transit (ICT) regulations. She was a project manager for ZEB rollout plan for City of Lodi. She worked with the client to analyze the fleet operation and vehicle characteristics, evaluate potential ZEB technologies, such as battery electric and fuel cell electric buses, that can be used by the clients to make full transition to zero-emission, estimated charging or hydrogen refueling station needs, and also made analysis of total cost of ownership to estimate the financial impact of ZEB transition. The final report was submitted to California Air Resources Board (CARB).

Mobile Source Emission Modeling - CARB, California, 2019 – 2022
Team Manager. Fang led and managed a technical and data driven team of 10+ scientists and engineers with PhD degrees to develop the next version of EMFAC, CARB's official on-road mobile source emission inventory, promoted innovate approaches to improve emission inventories, such as big data of transportation analytics. In addition, with hands-on experience in programming, particularly in Python, R, and MySQL, she led several data analysis projects based on granular vehicle activity and emission data. She worked with multiple stakeholders including U.S. EPA, CEC, Caltrans, air districts and MPOs to meet their requests and data needs. ‘

Infrastructure Demand and Needs to Support ZEV Deployment – CARB, California, 2021 – 2022
Project Manager and Technical Expert. Fang collaborated with CEC and CPUC to address the infrastructure demand and needs due to California's current and upcoming ZEV policies which are used to meet stringent air quality goals. She led and organized multi-agency discussions and identified issues, challenges, and opportunities for state agencies to plan charging and refueling infrastructure to support ZEV deployment. She provided fleet turnover scenarios and made independent reviews of infrastructure modeling. The outcomes were incorporated as a chapter of California's 2022 State Strategy for the State Implementation Plan.

Technology Assessment and Cost and Benefit Analysis of Transit Fleet Turnover – CARB, California, 2016 – 2018
Technical Expert. Fang Led the development of Innovative Clean Transit regulation, the first zero-emission technology focused regulation for the heavy-duty sector. She collected data and integrated various information into cost and benefits modeling. She also proposed rule concepts, developed basic principles, designed compliance milestones, and wrote regulation orders. She designed measures to incorporate mobility options into the regulation.

Employment History

ICF. Director of Clean Transportation and Energy. Sacramento, CA. 2022 – present
California Air Resources Board. Manager. Sacramento, CA. 2016 –2022.

MAX KAFFEL, BS

Senior Transportation Specialist



Max Kaffel brings over 5 years of expertise in transportation electrification, greenhouse gas (GHG) inventory, renewable energy solutions, and transportation strategy. As a senior transportation specialist, Max has demonstrated his core strengths in evaluating transportation electrification potential, aiding in the development of vehicle deployment schedules, and conducting cost analysis for infrastructure implementation. He has successfully led the electrification assessments for various clients, including comprehensive fleet analyses for the City of Laguna Beach and the Midpeninsula Regional Open Space District. His role as a technical and field lead in a project for the National Park Service (NPS) highlights his ability to conduct detailed site assessments and provide actionable recommendations for sustainable vehicle technologies. Max's ability to lead complex projects, coupled with his technical proficiency and strategic planning skills, makes him a pivotal asset in advancing sustainable transportation initiatives.

Education

BS, University of California, Berkeley, 2018

PROJECT EXPERIENCE

Electric Vehicle (EV) Implementation Plan—City of Laguna Beach, CA, 2024–Present
Deputy Project Manager (DPM). As DPM, Max supports the project management of an extensive implementation plan aimed at the successful electrification of the City of Laguna Beach's fleet. This project encompasses not only EV replacement recommendations and charging infrastructure planning but also includes conducting site visits to inform conceptual drawings of priority charging locations. The team makes facility- and grid-level infrastructure upgrade recommendations based on these visits. Max is also leading the infrastructure assessment for the city, ensuring all necessary upgrades are identified and planned for effectively. His role is critical in coordinating various aspects of the project, from detailed assessments to strategic planning, to ensure a seamless transition to an electrified fleet.

EV Supply Equipment Assessments—NPS, Washington Support Office (WASO), 2025–Present
Technical Lead. As part of an effort to understand the feasibility of transitioning national park vehicle fleets to alternative vehicles, ICF was tasked with conducting 30 site visits at priority national parks. Max was the technical and field lead for four national parks, including Death Valley, Joshua Tree, Lake Mead, and Sequoia and Kings Canyon. In this role, Max oversaw all technical aspects of the site visits, conducted detailed assessments of current vehicle fleets, evaluated the suitability of alternative vehicle technologies, and identified necessary infrastructure upgrades. He coordinated with park staff to gather data on vehicle usage patterns, fuel consumption, and maintenance needs, and conducted onsite inspections to assess facility readiness. Max also developed comprehensive reports for each park, providing actionable recommendations, cost-benefit analyses, implementation timelines, and strategies for minimizing operational disruption. His expertise ensured that the recommendations were tailored to each park's specific needs, contributing significantly to the successful implementation of sustainable vehicle technologies across the national park system.

Zero-Emission Vehicle Mobility Plan—Los Angeles County, CA, 2024–Present
Technical Lead. Max is leading the analysis of the Los Angeles County Fire Department's vehicle fleet, focusing on understanding the fleet's requirements and identifying opportunities to electrify non-emergency vehicles. This task involves a detailed evaluation of the current fleet composition, usage patterns, and operational needs. Following this analysis, Max will lead the assessment of charging infrastructure requirements, determining the necessary infrastructure upgrades to support the electrification of the department's non-emergency vehicles.

EV Supply Equipment (EVSE) Tool Development—ICF Proprietary, 2023–Present
Lead Developer and Designer. Max supports the management and ongoing development of an ICF proprietary Excel-based tool that streamlines the process of determining the necessary EV charging infrastructure requirements for a fleet of EVs. This tool assists small to large commercial and municipal clients in identifying the needs of their evolving fleets. Additionally, the tool helps determine the essential upgrades to grid- and facility-level electrical infrastructure, which are critical for supporting the increased load from EV charging stations.

Energy White Fleet Vehicle Electrification Assessment—Los Angeles Unified School District (LAUSD), 2024–Present
Lead Analyst. Max is supporting the work to evaluate the electrification of LAUSD's vehicle fleet, while focusing primarily on the charging infrastructure component of the project. His responsibilities include conducting detailed site assessments to identify specific infrastructure needs, performing electrical capacity analyses, and evaluating potential site and grid-level upgrades. This role involves collaborating closely with technical teams to ensure our infrastructure recommendations are cost-effective and capable of supporting the district's transition to a fully electrified fleet.

Consultation to Improve Fleet Management—Midpeninsula Regional Open Space District, 2023–2024
Deputy Project Manager. Max played a key role in advancing the district's initiative to expand EV usage within its fleet. His contributions included leading the fleet assessment to identify vehicles suitable for EV transition and specifying optimal replacement models. He also co-developed the Charging Infrastructure Analysis Tool, which projects the necessary charging stations and associated costs over a 10-year period, considering the fleet turnover and EV procurement goals. This tool aids in long-term planning and was complemented by our delivery of strategic recommendations on infrastructure costs, emerging technologies, and management solutions like telematics and EV charging-as-a-service.

Fleet Electrification Implementation Rollout Strategy—City of Raleigh, NC, 2022–2023
Lead Analyst. Max supported the comprehensive strategy to help the City of Raleigh meet its GHG emission reduction targets by transitioning its fleet to EVs. His role involved analyzing telematics data for approximately 2,500 vehicles to formulate an EV implementation strategy, in collaboration with partners like the Triangle Clean Cities Coalition and The Mobility House. He contributed to various aspects of the project, including evaluating fleet transition options, identifying funding and procurement strategies, developing sustainable EV charging infrastructure plans, and enhancing operational training and software system solutions to support equitable access to clean transportation.

EV Fleet and Charging Station Assessment—City of Laguna Beach, CA, 2022–2023
Lead Analyst. As part of the ICF team, Max contributed to developing the EV Fleet and Charging Station Master Plan for the City of Laguna Beach, aimed at reducing GHG emissions and showcasing municipal leadership in sustainability. His role involved evaluating the existing fleet of 122 vehicles for transition to cleaner alternatives, devising strategies for EV charging infrastructure, and providing guidance on decommissioning old fuel systems. Additionally, he assisted in the development of the zero-emission bus rollout plan in compliance with the California Air Resources Board's regulations, with both plans presented to the City Council in April 2023.

Employment History

ICF Incorporated., L.L.C. Senior Transportation Specialist. March 2019–Present.
City of Oakland & Climate Corps AmeriCorps. Energy and Sustainability Fellow. September–February 2019.
The Natural Resources Defense Council. Energy and Transportation Intern. September 2017–September 2018.

RAMON MOLINA GARCIA



Senior Transportation Specialist

Ramon is a Transportation Specialist in the Climate, Energy and Transportation group at ICF. His expertise is in fleet electrification assessments, creating vehicle and infrastructure rollout timelines, cost analyses, emissions inventorying, and energy demand modeling. He also has extensive experience reflecting state- and federal-level vehicle and emissions regulations in vehicle and infrastructure studies to reflect likely ZEV adoption rates and funding opportunities to accelerate charging and fueling infrastructure deployment.

Education

MS, Mechanical and Aerospace Engineering, University of California, Irvine, 2021

Bachelor of Arts, Physics, Macalester College, 2019

PROJECT EXPERIENCE

Economic Impact of Analysis of Electrifying California's Government Fleet, California Department of Government Services, 06/24 – Present
Task Lead. Ramon is co-leading fleet modeling for the California Department of Government Services. Ramon is using the CA DGS vehicle inventory to determine equivalent EV make/model recommendations, number of charging stations, and strategies for meeting electrification goals.

Electric and Shared Mobility Plan Part I, Los Angeles County, 04/24 – Present
Task Lead. Ramon is co-leading fleet electrification planning for Los Angeles County. LA County, which oversees four major managing areas—Internal Services Department, Department of Power and Water, Fire Department, and Sheriff's Department—is seeking to electrify vehicles in their fleet of more than 10,000 vehicles. Ramon is developing recommendations for Sheriff's Department vehicle replacements and supporting the overall plan for LA County.

Energy White Fleet Electrification, Los Angeles Unified School District, 01/24 – Present
Deputy Project Manager. Ramon is co-leading the White Fleet electrification plan for the Los Angeles Unified School District (LAUSD), the second largest school district in the country. The project includes evaluating the current fleet characteristics, provide cost-effective and technologically feasible recommendations for electric vehicle (EV) and equipment replacement, and conduct a comprehensive analysis to inform the number, type, and location of electric vehicle supply equipment (EVSE) needed to support full fleet electrification along with their associated cost and schedule for deployment. The project is also intended to provide comprehensive funding and financing strategies tailored around LAUSD's needs to overcome the cost barriers for transitioning the fleet to EVs and building out the needed charging infrastructure to support them. Additionally, Ramon will conduct a mentorship program to engage students in disadvantaged communities.

EV Fleet and Charging Master Plan, City of Laguna Beach, 03/2023 –06/2023
Analyst. Ramon assisted the development an Electric Vehicle Fleet and Charging Station Assessment Master Plan for the City of Laguna Beach in California that a) evaluates the City's fleet and provide recommendations to transition from fossil fuel vehicles to clean transportation options; 2) deploy EV charging stations for City fleet vehicles; 3) provide guidance on how to decommission unnecessary propane and fossil fuel City infrastructure; 4) install EV charging stations throughout the community for public use; and 5) identify potential funding sources to facilitate transition to an all-electric fleet.

Employment History

ICF, Senior Transportation Specialist, 03/2024 – Present
ICF, Transportation Specialist, 04/2022 – 03/2024

Mahnum Khan, MS

Clean Transportation Specialist



RELEVANT EXPERIENCE

Mahnum is a clean transportation specialist at ICF, driving decarbonization and clean mobility efforts for state and local governments. She leverages advanced quantitative analysis and a strong foundation in energy sustainability to support fleet electrification, infrastructure deployment, clean fuel integration, and greenhouse gas reduction. With expertise in geospatial analysis and emissions modeling, she delivers actionable, data-driven insights to clients.

Education

- Master of Development Practice, University of California, Berkeley, 2023
- Bachelor of Science, Economics and Politics, Lahore University of Management Sciences, 2017

Certifications

- Engineering and Business for Sustainability, 2023
- CITI Human Subjects Research Training, 2021

PROJECT EXPERIENCE

Project Prioritization Toolkit for Emissions Reduction Projects, North Carolina DOT, 05/2025-Present
Analyst. The Project Prioritization Toolkit will aid in the selection of transportation investments that provide carbon emissions reductions alongside a range of co-benefits such as increased safety and transportation access, in line with NCDOT's carbon reduction strategy and other grant funding related requirements. Mahnum is supporting the development of emissions calculation methodologies based on the project type and the toolkit interface itself.

HDOT Greenhouse Gas Emission Reduction Plan, Hawai'i DOT, 05/2024-Present
Analyst. Mahnum is assisting in the development of a scenario modeling tool to estimate the GHG emissions reduction potential and cost-effectiveness of transportation investments toward carbon mitigation, in support of Hawai'i's goal to achieve net-zero emissions by 2045. Currently, Mahnum is developing quantification methodologies for estimating GHG emissions across a range of transportation projects, including electrification, active transportation, and road infrastructure upgrades.

Electric and Shared Mobility Plan, Los Angeles County, 05/2024-Present
Analyst. Mahnum is supporting a countywide effort to reduce GHG emissions from municipal transportation. She provided vehicle replacement recommendations and a retirement schedule for the Sheriff's Department fleet; designed resiliency measures for the County's EV charging infrastructure; and developed a scorecard to evaluate charging technologies and network providers based on County requirements. Currently, Mahnum is assessing opportunities to streamline and consolidate vehicle procurement across manufacturers for faster procurement, cost efficiency, and telemetry compatibility.

San Diego Regional Zero-Emission Vehicle Incentive Program Strategy, SANDAG, 04/2024-01/2025
Consultant. The ZEVIP strategy aims to facilitate the purchase of over 100,000 ZEVs between 2025-2035, with a particular focus on low- and moderate-income (LMI) households and those living in Low-Income and Disadvantaged Communities. Mahnum supported the development of the program design and implementation strategy. Notably, she developed an affordability calculation tool to determine appropriate rebate levels based on household income and the total cost of ZEV ownership, coupled with a rebate delivery plan.

Southern California Zero-Emission Truck Infrastructure (ZETI) Study, Southern California Association of Governments (SCAG), 05/2024-11/2024
Analyst. Mahnum assisted with the development of a tool for siting medium- and heavy-duty zero-emission vehicle infrastructure in the SCAG region. This tool will support local jurisdictions in assessing sites for their suitability and potential for electric charging and hydrogen infrastructure dedicated to zero-emission trucks. Mahnum used geospatial analysis to assign scores to applicable sites based on established siting criteria related to utilization, land use, grid capacity, equity, and environmental considerations.

LAUSD White Fleet Electrification, Los Angeles Unified School District (LAUSD), 08/2024-10/2024
Analyst. Mahnum is assisting with assessing the equity impacts of transitioning LAUSD's white vehicle fleet and power equipment to all-electric. Utilizing geospatial mapping, this analysis identifies disadvantaged communities within LAUSD's service area and their respective pollution profiles to determine the impact of emissions reductions from electrification on these communities.

Clean Transportation Program Evaluation, CARB, Berkeley, CA, 07/2023-06/2024
Researcher. While interning at the Transportation Sustainability Research Center at UC Berkeley, Mahnum assessed the program design effectiveness of 11 California Air Resources Board funded clean transportation programs and proposed improvements in a detailed report shared with the board.

Electric School Bus Initiative, World Resources Institute, Washington D.C., 06/2022-08/2022
Technical Research and Data Analysis Intern. Mahnum analyzed industry data on 12K buses and highlighted discrepancies in pricing and delivery to a steering committee of 13 major US heavy-duty vehicle manufacturers, enhancing overall program equity and service delivery.

Unlocking V2G Potential in Public Fleets, Vote Solar, Oakland, CA, 01/2023-05/2023
Consultant. As a student at UC Berkeley, Mahnum examined the potential impact of mandating bidirectionality in public fleets in line with SB 233 (mandated bidirectionality in EVs) and proposed a tiered implementation plan based on income and vulnerability metrics, aimed at achieving equitable improvements in health and EV affordability.

Market Analysis of Hydrogen Fuel Cell Vehicles, BMW USA, Berkeley, CA, 01/2023-05/2023
Consultant. For her master's capstone at UC Berkeley, Mahnum conducted an in-depth market assessment of BMW's hydrogen fuel cell vehicle line, highlighting opportunities for medium and heavy-duty vehicles, refueling infrastructure buildout, and green hydrogen production.

Life-Cycle Assessment of Fuel Shift in the Bay Area, UC Berkeley, Berkeley, CA, 09/2022-12/2022
Analyst. As a student at UC Berkeley, Mahnum designed an emissions model using energy consumption data from the California Air Resources Board (CARB)'s EMFAC database and the National Renewable Energy Laboratory's Cambium tool to determine emissions reductions from a shift to electric fuel under CA's 100% ZEV policy for 2035.

Employment History

ICF Incorporated LLC. Transportation Electrification Consultant. 2024-Present
Good Energy Collective. Policy Analyst, Nuclear. 2023
World Resources Institute. Technical Research and Data Analysis Intern. 2022
Tabadlab. Policy Analyst. 2021
Gallup International. Research Analyst. 2019

FARINOUSH SHARIFI, PHD



Senior Clean Transportation Specialist

Farinoush Sharifi, PhD, brings more than 9 years of experience in transportation decarbonization, infrastructure planning, and advanced data analytics. Prior to joining ICF, she was a senior data scientist at Overair, where she led data-driven solutions for successful commercialization of electric vertical take-off and landing (eVTOL) aircraft as a rideshare and delivery service. Before that, she was a researcher at the Texas A&M Transportation Institute, focusing on the environmental and economic implications of emerging transportation technologies and infrastructure improvements. She collaborated on developing a cutting-edge modeling pipeline for rapid congestion and emissions assessment at the regional level. She also contributed to the electrification of port drayage fleets by creating a reusable feasibility assessment framework and devising a cost-effective transition model.

Education

PhD, Transportation Engineering, Texas A&M University, 2022
MS, Transportation Engineering, Texas A&M University, 2017
BS, Civil Engineering, Sharif University of Technology, 2014

PROJECT EXPERIENCE

Feasibility Analysis and Infrastructure Requirements of Affordable, Shared, and Electric Mobility—Center for Advancing Research in Transportation Emissions, Energy, and Health (CARTEEH), 2021
Researcher. Farinoush designed and implemented an activity-based travel demand model to predict electric car sharing demand in Houston, TX, strategically deploying a fleet of 20 electric cars to cover 25,000 passenger miles daily across six zones.

Designing a Heavy-Duty Fleet Electrification Framework for Port Drayage Operations—Doctoral Dissertation, 2019–2022
Doctoral Student. Farinoush created a modeling framework to optimize the transition from a diesel, heavy-duty fleet to a mixed-electric fleet for port drayage activities. This model assessed optimal fleet mix, operations schedule, charging sessions, and total cost of ownership. The optimization model ensured a cost-effective shift to electric operations by maximizing electric truck utilization and minimizing charging costs.

She also quantified emissions reductions and energy consumption, introduced a marginal emissions reduction measure, and provided valuable insights into the cost-effectiveness of electrification incentives, such as grants and loans. This model was used to evaluate the electrification cost-effectiveness for Port Houston drayage fleets.

Drayage Truck Electrification Feasibility and Benefit Analysis—CARTEEH, 2019–2020
Researcher. Farinoush led the development of a comprehensive framework to evaluate the operational and economic viability of heavy-duty truck electrification and charging infrastructure for Port Houston drayage fleets, streamlining the decision-making process for stakeholders through establishing key transition metrics.

Employment History

ICF. Senior Clean Transportation Specialist. 2024–Present.
Overair. Senior Data Scientist. 2022–2024.
Texas A&M Transportation Institute. Research Assistant. 2015–2022

Ernie Robertson
Distribution Planner



Ernie is an engineering professional with more than 6 years of professional experience. His early career focused on GIS, where he gained an in-depth understanding of electrical distribution data. Ernie is well versed in Facilities Inventory Maps (FIM), AutoCAD 3D, ESRI ArcGIS, CYME, Windmill, SAP S4/HANA, SpidaCalc, mySQL, VBA, Python, C#, Power Automate, and Census data . He has designed multi-family residential, tract development, EV, Charge Ready, BESS, Cell, and Commercial sites.

Education

- Bachelors, Geography, Virginia Polytechnic Institute and State University, 2011

Certification and Trainings

- Planning Development Program (SCE) 2020

PROJECT EXPERIENCE

Fleet Electrification, Laguna CA, 4/2024–Present
*Lead EV Engineer***.** Ernie worked with the city of Laguna to understand their fleet needs at specific sites. Site visits were conducted to evaluate existing electrical equipment. Existing peak loads were estimated from utility bills and used determine upgrades needed. Ernie engineered conceptual drawings for each site. Drawings were used help the city estimate construction costs as well as understand their existing infrastructure and what upgrades are needed to server the estimated EV fleet.

Distribution Planning, Pennsylvania Power & Light (PPL), PA, 8/2022–Present
*Distribution Planner***.** Ernie processes PPL's Methods of Supply (MOS) and Interconnection Impact Review's (IIR). MOS's are a type of customer service request that includes load from, EV, commercial, industrial, and residential projects. MOS's are modeled and analyzed using CYME to check for violations requiring reinforcements. When reinforcements are required Ernie engineers and prices solutions to strengthen the distribution system. IIR's are customers connecting generation to distribution systems. This includes solar, battery, or wind projects. Site layout and one-line diagrams are used to model projects in CYME where generation is check for islanding, synchronization, and other violations. When reinforcements are required Ernie engineers and prices solutions to strengthen the distribution system.

Statewide EV Assessment, Washington Commerce, 2/2024–9/2024
Lead Utility Data Scientist. Ernie worked with utilities to gather data for analysis. Washington's utility landscape is comprised of roughly 60 utilities. Focusing on the largest utilities we were able to gather utility data for over 1200 circuits which covered over 47% of the state's population. Ernie extracted data from each utilities model and parsed that utility's unique data structure to integrate with ICF's transportation data. Using roughly 300,000 transformers, Ernie was able to calculate the new loads placed on each circuit. That load was then integrated back into the utility's model to analyze for overloads and system failures. Afterwards Ernie used the known utility impacts to project the impacts for the remaining areas of the state, completing the analysis.

EV Site Assessments, National Park Service, 10/2023–9/2024
Lead Field Engineer. Ernie helped develop and present trainings for EV site assessments for both ICF staff as well as National Park staff. Along with training, Ernie also preformed EV site assessments at nearby National Parks. Site assessments are then used to develop conceptual EV drawings, analyze costs, and forcast utility grid upgrades.

Fleet Electrification, Raleigh NC, 8/2023–1/2024
Lead EV Engineer. Ernie worked with the city of Raleigh to understand their fleet needs at specific sites. Each site was analyzed to calculate existing loads and determine upgrades needed. Ernie engineered conceptual drawings for

each site that were used help the city estimate construction costs as well as understand their existing infrastructure and what upgrades are needed to server the estimated EV fleet.

Hosting Capacity 2023, Pennsylvania Power & Light (PPL), PA, 9/2023–4/2023
Distribution Planner and Lead CYME programmer. Ernie worked with a team of engineers to update and refine DER interconnection methodologies. The automation script Ernie wrote on the 2022 Hosting Capacity project was updated to work with CYME 9.3 and 2023 methodologies. The teams worked together to allocate summer and winter load models for over twelve hundred circuits. Ernie then levereaged python to verify data in the allocated load models to find errors before processing. Once verified Ernie's automation script was used to bulk process load models on a server environment. Nodal results were analyzed on a year to year basis to see changes in hosting capacity.

Hobb's EV Site Design, Hobb's Construction, PA, 06/2023–08/2023
EV Planning Lead. Ernie coordinated with Hobb's construction and the local utility company to develop interconnection plans for multiple sites. As-built drawings were used to evaluate existing electrical designs and develop new electrical designs that would support the customers' EV needs. Site designs and one-line diagrams were engineered and stamped to be used in construction..

Tillamook People's Utility Project, Tillamook PUD, OR, 6/2023–9/2023
Distribution Planner. This project consists of evaluating the costs and benefits associated with installing 15MW solar and 10.44MW of Energy Storage Systems. The scope of work includes analyzing distribution models for violations, reinforcements, and protections. Once the existing distribution system was analyzed a preliminary site design was created and used to price equipment.

Hosting Capacity CYME Automation 2022, Pennsylvania Power & Light (PPL), PA, 9/2022–04/2023
Distribution Planner and Lead CYME programmer. Ernie worked with a team of engineers to define Distributed Energy Resource (DER) interconnection methodologies to be used in the CYME program. CYME is coded in C++ and uses a built in Python module called CYMPY to interface with the compiled code. CYME Studies were created for each isolated BUS. Using the stored data Ernie was able to create a script to cross check a folder of studies for accurate load allocation. Studies with verified load allocations were organized into folders and moved to the server for batch processing. Afterwards, the DER Hosting Capacity script Ernie created would analyze the 4 scenarios, record and save the raw data as well as output a summary report and summary table. Planning ahead, Ernie used consistent folder hierarchy and naming conventions to script a data compiler for weekly reporting and organizing a master data set. Leveraging CYME's python module allowed for data validation, continuous data processing, reporting, and data compiling. In turn the Hosting Capacity project was able to be completed in full and on time.

Protection Setting Project – Pennsylvania Power & Light (PPL) July 2022 – December 2022
Lead Programer. Protection relays typically require specific software to code settings for specific relays. Learning as well as using the software can be time consuming. PPL requested an interactive excel file to take specific user inputs and calculate the necessary relay settings. Joe Buran, viper relay setting expert, developed an excel sheet to output the necessary relay setting. Typically, the planner would use the relay software to manually set the relay setting and create an RDB file. Rather than have a planner manually enter the excel outputs into the relay settings program Ernie developed a self-contained program written in C# to allow the planner to select a single relay excel file or a folder of relay excel files to process into formatted RDB files that can be opened with the relays software and input into the relay itself. Automating the relay settings input eliminates human error and is nearly twelve thousand times faster than manual entry.

EMPLOYMENT HISTORY

CMY Solutions, LLC, a subsidiary of ICF Resources, LLC (ICF). Distribution Planner. 2022–2023
Southern California Edison. Distribution Planning Specialist. 2020–2022
Southern California Edison. Technical Specialist. 2019–2020
Department of Commerce, 2020 Census. GIS Specialist. 2018-2019



THOMAS PADDON, PMP
Electromobility Project Manager

Thomas' relevant expertise: Thomas is a seasoned leader in clean transportation, with over six years of experience leading fleet electrification and transition projects and programs across the US. Joining DKS in 2024, he has brought a proven track record, having led more than 30 successful fleet transition projects for government, utility and private clients. His expertise includes advanced modeling, total cost of ownership analyses across diverse fleet and market segments, and the creation of dynamic, interactive dashboards and planning tools customized for each client. Thomas also brings extensive knowledge of diverse vehicle types, classes, and duty cycles.

Education:
Certifications: Project Management Institute # 2770797

Education:
MA. Management, University of Redlands

BA, French/Int'l Business, University of South Florida

Years of experience: 30

SELECT RELEVANT EXPERIENCE

Poway Zero Emissions Vehicle Transition Assessment, CA. Thomas led this assessment by coordinating with City staff and stakeholders, collecting and analyzing fleet data, and developing a ZEV replacement schedule. Thomas coordinated with the engineering teams to assess infrastructure needs, including facility evaluations for charging stations and collaborated with SDG&E on electrical upgrades and funding opportunities. The project will culminate in a phased implementation plan supported by a digital dashboard and presentations to City stakeholders.

Ava (formerly East Bay) Community Energy Fleet Transition Planning Program, Alameda County, CA. Thomas was both the program manager and project manager for each fleet assessment. During the first phase of this project, Thomas led light-duty fleet transition plans for the municipalities and then led assessments for several private fleets. A year later he followed that up with an evaluation of these municipalities' medium- and heavy-duty fleets. Thomas managed the data collection and analysis, developing energy demand profiles and fleet replacement schedules and publishing the findings on interactive digital dashboards. Thomas also managed a digital marketing outreach campaign to obtain leads for the program.

City of Davis Fleet Transition Planning, CA. Thomas managed this project, collected and cleaned the fleet data, developed the fleet energy profile, prepared the TCO analysis, combined the EVSE recommendations from DKS, and then published the results on an interactive digital dashboard.

Elk Grove Infrastructure Plan for Fleet Electrification, CA. Thomas completed the fleet energy analysis and fleet replacement schedule to help the City of Elk Grove plan the electrification of its fleet through new EV charger installations at City-owned facilities to charge fleet, employee, and public EVs.

Orange County Waste & Recycling (OCWR) Clean Fleet Replacement Plan, CA. Thomas led the collection and validation of data on OCWR's current and planned vehicles and facilities. Thomas led the development of a phased fleet replacement plan for fleet electrification through 2035 and published the results on a digital dashboard. The evaluation included anticipated GHG reduction, battery life cycle recommendations, permitting advice, and a final summary presentation.

City of Roseville Fleet Transition Planning, CA. Thomas was the project manager for this project. This assessment included Roseville Utility vehicles that required a comprehensive duty cycle analysis. Thomas prepared the TCO analysis and, with the EVSE recommendations from DKS, created a digital dashboard with interactive visualizations to display the results.

Antioch ZEV Assessment, CA. Thomas led the evaluation of the City of Antioch's fleet and facilities for the transition to electric vehicles. Thomas presented the analysis to the Antioch City Council, which led to the approval to fund Phase 1 of the charger installations.

San Jose EV Fleet Master Plan, CA. Thomas led the development of an EV Fleet and Charging Master Plan for the City of San Jose to guide the electrification of its 2,100-vehicle fleet and the installation of chargers by 2035. The project involves analyzing vehicle replacement needs, assessing infrastructure requirements at various sites, optimizing charging strategies, estimating costs, and identifying funding sources. The plan will include recommendations for future-proofing, regulatory compliance, and resiliency benefits, emphasizing minimizing costs and maximizing benefits for low-income communities. Deliverables include a detailed phased master plan, conceptual site drawings, and interactive data dashboards.

EBMUD Fleet Zero Emission Vehicle Master Plan, CA. Thomas led the development of a comprehensive Master Plan for transitioning the DISTRICT's fleet to zero-emission vehicles (ZEVs) by 2043. The plan will provide a detailed roadmap for replacing internal combustion engine vehicles with battery electric and hydrogen fuel cell alternatives, including the necessary infrastructure upgrades for charging and fueling. It will also address the need for mobile charging solutions and provide a phased approach for future investments. In addition to managing this project, Thomas conducted a thorough assessment of existing conditions, evaluated alternative fuel vehicle options, and presented the results in an interactive digital dashboard.

Union Sanitary District, CA. Thomas led the transition analysis for Union Sanitary District's fleet of 69 vehicles based at their facility. The analysis included charger installation recommendations along with anticipated costs and greenhouse gas reductions.

Inyo County Public Works, Electric Vehicle Charging Infrastructure Network Plan - Planning Services, CA. Thomas is helping develop a master plan to establish an EV charging network in Inyo County, including transitioning the County-owned vehicle fleet to electric. The plan involves strategically locating charging facilities, conducting site analyses, and evaluating hydrogen fueling feasibility. It aims to enhance the EV charging infrastructure on US 395 and throughout the county to benefit travelers and the local economy.

San Joaquin COG Alternative Fuels Vision Plan, CA. Thomas serves as an electric vehicle subject matter expert on this county-wide planning effort to site alternative fueling stations serving light-, medium-, and heavy-duty vehicles. Thomas' role was to assist in developing and implementing siting methodologies, including developing charging and fueling facilities accessible to all users, including traditionally underserved populations.



MIKE USEN, AICP, Electromobility and Resiliency Lead

Mike Usen leads DKS' company-wide electric vehicle charging infrastructure planning and design practice. Mike is a nationally recognized subject matter expert in multiple aspects of charging infrastructure master planning for light-, medium-, and heavy-duty electric vehicles. With support from DKS' rapidly growing electromobility team, Mike assists sustainability directors, fleet and facility managers in planning smart electric vehicle charging infrastructure for transit systems, electric vehicle fleets as well as public, workplace, and residential applications. Clients include vehicle fleets, regional transportation planning agencies, utilities, ports, school districts, universities, and other workplaces. For the past three decades, Mike has worked at the intersection of transportation and sustainability for market-leading consulting firms and large public agencies, including King County Metro Transit, where he developed the agency's award-winning Sustainability Program.

Registrations: American Institute of Certified Planners No. 012577

Education: Master of Urban Planning, University of Washington | BA, Environmental Studies, University of Vermont

Years of experience: 30

Fleet Electrification Projects: Mike has managed or served as an EV charging strategy and technology subject matter expert on more than 40 fleet electrification planning projects. On each of these projects, the energy requirements of the vehicle duty cycle are evaluated to estimate electrical demand for each fleet parking facility and compared with the electrical capacity of the facility. This information is used to determine the optimal charging strategy, determine specific electrical infrastructure upgrades, estimate project capital and operational costs, and recommend implementation timing and phasing. Notable recent examples of his fleet electrification planning experience include the following projects:

- City of Encinitas Electric Vehicle Charging Stations Master Plan, CA
- Poway Zero Emissions Vehicle Transition Assessment, CA
- Ava (formerly) East Bay Community Energy Municipal Fleet Electrification Study, CA
- City of El Segundo EV Charging Master Plan, CA
- Antioch Zero Emission Vehicle Assessment, CA
- Elk Grove Infrastructure Plan for Fleet Electrification Electric Vehicles, CA
- South San Francisco Electric Vehicle Charging Station Master Plan, CA
- Fremont Fleet Electrification Study, CA
- Davis ECA V Charging Infrastructure, CA
- Lawrence Berkeley National Laboratory Fleet Electrification Plan, CA
- Electric Bus Charging Infrastructure for Sonoma and Mendocino Counties, CA
- Port of Long Beach Pier J Zero Emissions Infrastructure Electrification Master Plan, CA
- Redmond Fleet Electrification Assessment, WA
- SeaTac Fleet Electrification Strategy, WA
- Kirkland Fleet Electrification, WA
- City of Bellevue Green Fleet Strategy. WA
- City of Spokane Green Fleet Plan, WA
- Assessment of Electric Vehicle Charging Infrastructure, King County, WA
- City of Tacoma Electric Vehicle Supply Equipment Siting Study, WA
- City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment, WA



KENDALL FLINT
Public Engagement Lead

Kendall is an industry professional with more than 30 years of government experience. She has developed and implemented a broad range of communications efforts for cities, counties, special districts, and regional planning agencies throughout California. She brings extensive experience with outreach in support of transportation and land use planning and overall public information. Kendall specializes in reaching out to underserved populations and managing controversial projects and issues.

Education: English Major, University of California, Los Angeles

Years of experience: 33

SELECT RELEVANT PROJECT EXPERIENCE

Central Coast Zero Emissions Vehicle Strategy Plan, Santa Barbara County Association of Governments (SBCAG), CA. SBCAG and San Luis Obispo Council of Governments are partnering to identify electric charging infrastructure needs in Santa Barbara and San Luis Obispo Counties. DKS is developing a Zero Emissions Vehicle Strategy Plan for California's Central Coast with the goal of better serving future demand for charging electric vehicles, specifically for interregional motorists and regional transit services.

San Joaquin County Council of Governments, Valley Visions San Joaquin County Regional Transportation Plan & Sustainable Communities Strategy, Community Outreach 2014, CA. Kendall assisted the San Joaquin County Council of Governments with its outreach program for its Valley Visions effort. She worked closely with staff to develop meeting structure, materials, and strategies, as well as meeting facilitation.

Madera County Transportation Commission, 2022 Regional Transportation Plan & Sustainable Communities Strategy, Madera County, CA. Kendall is leading MCTC's outreach effort. The County has an exceptionally diverse population and several rural communities with limited access to the Internet, which requires a more creative approach to outreach and engagement.

San Luis Obispo County Council of Governments US 101 Mobility Study / 2035 Regional Transportation Plan & Sustainable Communities Strategy, Community Outreach, CA. One of the most critical elements contributing to quality of life in San Luis Obispo County is how they move people and goods through the County. The first phase of this effort took a closer look at US 101, identifying specific areas that should be improved or enhanced. The outreach effort was largely focused on anecdotal, qualitative views and opinions expressed by the public. This program was managed simultaneously with SLOCOG's RTP/SCS effort.

Kings County Association of Governments, Kings Regional Vision, Regional Transportation Plan & Sustainable Communities Strategy, Community Outreach 2014, 2018, and 2022 Kings Climate Action Plan (Cities of Avenal and Hanford), Community Outreach 2013-2014, CA. Kendall led two separate outreach efforts for KCAG; one for its RTP/SCS effort and the other as part of the agency's coordination of Climate Action Plan development for the cities of Avenal and Hanford. Both projects include

a series of workshops, presentations, collateral development, media relations, website development, and bilingual outreach efforts throughout the County. She is currently managing the 2022 RTP/SCS effort.

Big Bear Lake Community Vision, CA. DKS along with the City of Big Bear Lake are collaboratively working to define a Community Vision. Kendall oversaw the development of the social pinpoint site and was involved with Big Bear Lake focus group activities, surveys, and meetings to gain as much public insight as possible.

El Dorado County Transportation Commission, American River Confluence Study, CA. Kendall managed a unique public engagement program to identify safety, evacuation and traffic issues along SR49 in the Sierras connecting Placer and El Dorado Counties.

Transportation Agency of Monterey County, SR68 Corridor Study, CA. Kendall managed a comprehensive outreach program in support of TAMC's SR68 Scenic Corridor Study. This included evaluating current travel patterns and demands and identifying appropriate solutions to increase safety, protect wildlife, and retain the route's natural beauty.

Humboldt County Association of Governments, Eureka-Broadway Corridor Study, CA. The Humboldt County Association of Governments (HCAOG), the City of Eureka, and the California Department of Transportation (CALTRANS), District developed the Eureka Broadway Comprehensive Multimodal Corridor Plan to improve multimodal options and reduce congestion on the most highly traveled corridor in the City of Eureka. Kendall developed and implemented a comprehensive outreach program for residents, commuters, and visitors to the area of the corridor.



Education: BS, Civil Engineering, University of Nevada, Reno 2019
Years of experience: 6

CRYSTAL CHAVEZ
Transportation Engineering Assistant

Crystal's relevant expertise: Crystal is a bilingual outreach specialist with experience engaging and educating the public on a variety of projects, including Transportation Master Plans, Community Vision Plans, and Vision-Zero Plans. She has also created public-facing materials in English and in Spanish, hosted pop up events, and assisted in developing Social Pin-Point sites.

Mill Valley Housing Outreach, CA. DKS Associates led a workshop with the City of Mill Valley about the 2023-31 Housing Element Update – which will necessitate the creation of 865 new units of housing across all income levels. This third Public Outreach Workshop was held in a virtual Zoom setting and had over 200 unique registrations. The event had approximately 100 participants who were divided into 7 "breakout rooms". Each breakout room was facilitated by either a member of DKS Associates or City of Mill Valley staff and attended by a member of the Mill Valley City Council. Crystal managed a breakout room to gather public opinion about three major strategies to increase housing production identified in the public survey, these being (1) adaptive reuse, (2) rezone schools and churches, and (3) more allowable units. Crystal also reached out to various agencies and jurisdictions to help compile a contact list for stakeholders and their representatives.

Pasco I-182 & Broadmoor Interchange, WA. This project consists of the proposal of pedestrian bridges, dual on and off-ramps along I-182. The project evaluated multiple alternatives that aimed to enhance the pedestrian, bicycle, freight and vehicle safety. The outreach plan included a virtual webinar with over 100 attendees, multiple surveys, social media, stakeholder meetings and interactive social pinpoint site to collect public feedback. DKS wanted to share the plans with the public and clue them into the possible upgrades and how they will benefit the users. Crystal translated the PowerPoint used for the presentation in order for Spanish speaking guest to fully understand the project plans. It is important to always take the time to produce materials in different languages to expand the number of local representatives and participants.

Roth Road Improvement Study, CA. DKS is inquiring for the local companies' and resident input on how to better Roth Road right off of I-5 and hopefully diminish the delays cause by the freight volume constantly traveling through trying to access the train entrance. Crystal called all the businesses along and around Roth Road in order to compile a contact list for potential stakeholders. Crystal attended the first stakeholders' meeting held in February 2022 which had representatives from all the businesses around the project area. This meeting allowed the members to express their concerns about the current status of the corridor. They also expressed their suggestions on how to make Roth Road safer for everyone.

Encinitas Electromobility, CA. The City of Encinitas needed a study to create a Master Plan for electric vehicle (EV) charging. The primary goal of this plan is for Encinitas to determine EV adoption goals and set the baseline for the EV charging master planning efforts by researching and documenting EV ownership rates, charger locations, and potential barriers to increasing EV adoption. Crystal worked alongside the city to create content for informational business cards containing all the websites needed to access project details and public input. Crystal attended the Farmers Market hosting the informational booth and speaking with local shoppers to help obtain more public input and increased turnout at following events, workshops, and meetings. Holding a pop-up event allowed the public to use the physical map to pinpoint the areas of need around the community. The public was also given an FAQ sheet and a project information card to then be able to access the project website and social pinpoint at home.

West Hollywood Target Vision Zero, CA. DKS worked with the City of West Hollywood to achieve its vision of no transportation-related serious injuries or deaths by 2040. The Target Vision Zero approach emphasizes the preventable nature of transportation-related deaths and serious injuries, and aims to make communities safe, healthy, and equitable. Crystal played an important role by serving as the public outreach coordinator. She held two pop up events and developed the materials needed such as business cards with project information and QR codes with the project site. In addition, she developed a survey to help pinpoint the public input to specific locations. Crystal worked on the Social Pinpoint site, an interactive web tool, to gather all the data and presented it to the engineers to help create emphasis areas.

Big Bear Lake Community Vision, CA. DKS along with the City of Big Bear Lake collaboratively worked to define a Community Vision. The previous Community Vision was developed more than two decades ago so we want to ensure that moving ahead, we capture what is important to the community now. Crystal set up the social pinpoint site as well as spent a week in Big Bear Lake to do as many focus group activities, surveys, and meetings to gain as much public insight as possible. Crystal passed out flyers to all of the local shops and gave everyone a short overview of the project and how they could get involved and check for project updates/events. The team rode the trolley and met many locals and noted all their input. The riders were also encouraged to take the survey as they rode the trolley to their destination. The team met with the local library, rotary club and at the Wyatt's dance team.

Re-imagine North Watt Corridor, CA. Sacramento County wanted to improve the safety and mobility needs of the local residents, schools, students, commuters, visitors, and other users of the North Watt Avenue Corridor. This plan was developed as part of the new vision to address safety of travelers on the bikeway and sidewalks, safety enhancements at intersections, transit stop amenities, and other improvements. Historically this corridor has featured high traffic volumes, speeds, collisions involving pedestrians and bicyclists, and a lack of complete street and traffic calming features. The goal of the plan was to re-Imagine North Watt Avenue as multimodal, sustainable, and safe corridor where residents can confidently and conveniently access jobs, retail, schools, open spaces, and dwellings while biking, walking, or riding transit. Students and parents will feel more comfortable getting to

school without the use of a motor vehicle. Future high-capacity bus service will connect the corridor to the regional transit network and key destinations. The Re-Imagined corridor improvements will balance mobility, safety, equity considerations and were developed in partnership with the public. DKS held Corridor Advisory Meetings, Focus Group Meetings, and a Project Open House.

Transportation Authority of Monterey County Regional Vision Zero Action Plan (TAMC RVZAP), CA. Monterey County is working to reduce the number of fatal and serious injury crashes throughout the county. Crystal hosted a series of public workshops and prepared the materials. The workshop had a brief presentation with group discussions and finally an open house component with different stations for the public to walk through.



STEVEN A. PHILLIPS, ELECTROMOBILITY PROJECT MANAGER

Registrations:
California C-10 Electrical License No. 1106478

Security Clearance: Secret Level Security Clearance (2023-present)

Certified Installer: Tesla Tritium, ChargePoint

Education:
MA, Economics and Energy Policy, Johns Hopkins University

BA, International Development, University of California, Irvine (UCI)

Years of experience: 15

Unique Qualifications:

- Led hundreds of EVSE installations across public and private sites
- Proven cross-functional collaboration with diverse teams

Steven's relevant expertise: Steven has had a successful 15-year career in the energy and transportation industry, in which he has focused on low-carbon infrastructure projects in Southern California and across the US. He has developed various tools and processes for selecting, installing, commissioning, and maintaining electric vehicle supply equipment (EVSE). As a licensed electrical contractor, he has overseen the installation of hundreds of EVSE units, including those for municipal and US military fleets. As a project manager, he efficiently collaborates with cross-functional teams and diverse stakeholders to deliver complex projects from conception to implementation. He is also responsible for working closely with local utility and building departments to ensure seamless project execution.

City of El Segundo EV Charging Master Plan, CA.
Steven oversaw the successful completion of this project which focused on benchmarking City-owned facilities for public charging stations. This included utility-supplied and/or solar-powered chargers for use by city residents and visitors at El Segundo's main facilities and in public rights-of-ways, ranking each location for installation. Other project objectives include estimating planning level capital and operating costs for installed chargers and identifying and summarizing potential funding opportunities for charger purchase and deployment.

City of El Segundo Fleet Charging Facility Design, Bid, CA.
Steven is leading DKS' efforts to deliver 100% Plans, Specifications, and Estimates (PS&E) for a design, bid, build project to install six Level 2 chargers at the outdoor parking lot at El Segundo City Hall. The charging facility is for an incoming fleet of six City electric vehicles. The stamped submittal package will be used by the City to obtain competitive bids from contractors. DKS is currently assisting the client on various related topics such as permits, EVSE selection, operations, and maintenance.

APU EV Site Host Feasibility Assessments, Anaheim, CA.
Steven is DKS' Project Manager for the Anaheim Public Utilities (APU) program, which provides free site assessments to potential hosts of public and workplace chargers in the APU service territory. He conducts site visits to various types of properties (commercial, multi-family, and municipal) to assess the technical feasibility of installing Level 2 and/or DC fast chargers, considering the needs of both property owners and the public. Steven is responsible for authoring the reports that are submitted to APU for funding consideration to potential site hosts.

Implementation of Electric Vehicle Charging Infrastructure | King County, WA.
Steven is actively involved in the technical planning, fleet analysis, design, and cost estimating services to support the adoption of electric vehicles and the installation of EV chargers across King County. This project included an assessment of the electrical capacity at ~20 facilities, evaluation of multiple EV charging strategies, and development of a phased

approach to support the transition of light- and medium-duty vehicles stationed at each County facility.

***US Military Base EV Installations, CA.** As Project Manager at TechFlow Inc., Steven oversaw the preconstruction and construction of energy resiliency installations at three US military bases in California (Camp Parks, Camp Pendleton, and Naval Base San Diego). Steven was responsible for sourcing long-lead electrical equipment such as transformers, switchgear, inverters, BESS, and EVSE, and working closely with engineering teams to review design specifications. Steven also led local, state, and federal permitting efforts, which included securing electric utility interconnect agreements, Near-Energy Work Authorizations, and Dig Alert tickets. His role required him to have a Secret US Department of Defense security clearance.

***Bosch Fuel Cell Pilot Project, Sunnyvale, CA.** Steven was Project Manager on behalf of TechFlow Inc. for a significant microgrid pilot project. This project aimed to showcase Bosch's new sulfur-oxide fuel cells and took place at Bosch's office building in Sunnyvale, CA. As the liaison between the technical teams, Steven oversaw the completion of various tasks, including creating single-line diagrams, HazOp study, load profile analysis, city permitting, and the utility interconnection application for Pacific Gas & Electric (PG&E).

***Purolator Fleet Depot, Montreal, Canada.** Steven was Program Manager of Deployment Services at Loop EV Charging Network. He served in the dual role of account manager and technical advisor for Purolator, which is Canada's largest courier network. The project involved installing sixty-four 19.6 kW Loop EV chargers at Purolator's Montreal depot. The purpose of this project was to support Purolator's growing fleet of last-mile delivery e-vans.

***Wyndham Hotel Group EV Site Assessments, USA.** As Program Manager at Loop EV Charging Network, Steven developed tools and guidelines that helped Wyndham franchise owners and corporate managers estimate the cost of installing Loop EV charging stations at their properties without incurring any expenses. The process was designed to simplify the task for non-technical stakeholders, with the help of Loop experts, thus avoiding the need for a costly site assessment by third-party contractors. If the budgetary estimates were acceptable, Loop would connect site hosts with certified installation partners who would provide a bid for the job.

***Villa Annette Apartments EV Charging (Latco), Moreno Valley, CA.** Steven was the primary electrical contractor to provide a comprehensive EV charging solution for a 220-unit multi-family property with 310 parking spaces. Besides helping the client choose and install the appropriate product, Steven also provided assistance with permitting and regulation compliance. The result was convenient, market-rate fast charging for residents, and a new source of income for Latco.

***10938 Palms Blvd Apartment Permitting Work, Los Angeles, CA.** Steven owned and operated Permit Genie and was hired by an electrical contractor to pull a permit for panel upgrades of twelve units at 10938 Palms Blvd in Los Angeles. As the building was rent controlled by the City of Los Angeles, Steven had to obtain additional approvals from the LA Housing Department, in addition to the Build Department. The process required a Tenant Habitability Plan and involved coordination with various stakeholders. Despite the additional steps, Steven expedited the approvals process in less than two months, a task that typically takes six months. Steven went above and beyond the scope of electrical work to ensure that the process was completed efficiently.

Use or disclosure of data contained on this sheet is subject to the restrictions on the title page of this proposal



Steffen Coenen

Electromobility Engineering Associate

Education:
B.Sc. & M.Sc., Physics, 2018 & 2021, RWTH Aachen University, Aachen, Germany

M.Sc., Transportation Engineering, 2023, University of Washington, Seattle

Years of experience: 1

Steffen's relevant expertise: Steffen is a transportation electrification and decarbonization subject matter expert and data scientist. Steffen leads development of DKS' analytical tools for EV charging, specializing in technically challenging electrification use cases such as charging large fleets of heavy-duty specialized EVs with on-site power constraints, developing models for predicting EV adoption, charger utilization and charging site selection prioritization. Originally from Germany with two degrees in physics, he has exceptionally strong quantitative and data analytical skills. He also has a Master's degree in Transportation Engineering from the University of Washington in Seattle where he studied electric vehicle adoption patterns and supported state-level charging infrastructure planning for WSDOT. He is experienced in data analysis, EV charging infrastructure planning, and carbon emission assessments, and is passionate about the overall need to decarbonize the transportation sector and how that challenge intersects with the energy sector.

SELECT RELEVANT EXPERIENCE

Ava (formerly East Bay) Community Energy Municipal Fleet Electrification, Alameda County, CA. DKS is currently tasked with a multi-year fleet electrification project for Ava (formerly East Bay) Community Energy, a Community Choice Aggregator, planning the conversion of private- and public-sector, medium- and heavy-duty vehicle fleets to battery electric operation. The project aims to convert dozens of fleets in alignment with California's Advanced Clean Fleets (ACF) regulation. Steffen supports the CCA's efforts to design rates tailored to the charging needs of medium- and heavy-duty vehicle fleets that balance the need to reflect costs while incentivizing EV adoption by offering the potential for operational cost savings to fleet operators in Ava's service territory.

Anaheim Public Utilities EV Charging Infrastructure Consulting, CA. DKS is currently supporting the identification, assessment, and installation of EV charging stations at commercial, municipal, and multi-family properties in the Anaheim Public Utilities' (APU) service territory. Steffen is assisting the agency in electrifying medium and heavy-duty vehicle fleets comprising school buses, delivery vans, work trucks, and Class-8 refuse haulers by modeling the energy needs of suitable electric vehicles. He has also led the development of charging infrastructure

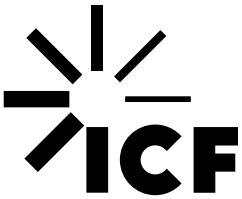
recommendations for the APU's own service yard and the Anaheim Police Department.

City of El Segundo EV Charging Master Plan, CA. This project focused on an in-depth assessment of City-owned sites, including public parking lots, libraries, and community centers, regarding their respective suitability for public EV charging station installation. Steffen supported the prioritization of these sites and conducted a detailed operations and maintenance cost assessment. For that, he quantified anticipated expenses to the City by estimating cost categories such as preventive and corrective maintenance, charging station depreciation, networking and load management fees, and electricity expenses, as well as the potential for the City to offset a portion of these costs by leveraging Low Carbon Fuel Standard (LCFS) credits.

City of San José Fleet Electrification, Workplace, and Public Charging Plan, CA. DKS is currently working with San José on a citywide fleet electrification plan that assesses six fleet domiciles and, in addition, considers up to 15 community sites for public and employee charging. Steffen serves as the task lead to systematically identify the most suitable of these locations based on various prioritization criteria. He also supports the development of an optimized charging strategy for the City's more than 450 fleet assets by evaluating their energy needs and the feasibility of multiple DC fast charging hubs distributed across the City.

Lawrence Berkeley National Laboratory Fleet Electrification, Berkeley, CA. Steffen served as the lead developer of future charging strategies for the electrification of LBNL's fleet of light-, medium-, and heavy-duty EVs and specialized low-speed and off-road EVs. Steffen's role also included developing recommendations for optimizing fleet size, composition, and vehicle utilization to comply with federal guidance and the shared use of vehicles where feasible, helping prepare a comprehensive action plan for fleet and employee charging at LBNL's campus facilities.

City of Elk Grove Fleet Electrification Plan, Elk Grove, CA. Steffen supported the development and delivery of the City's plan to electrify its vehicle fleet. He contributed to this project by developing a project schedule, identifying market-ready and soon-to-be market-ready EVs, providing recommendations for improving fleet data collection and analysis, and reviewing options for backup power and resiliency. Steffen also reviewed the draft and final reports delivered to the City.



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About ICF

ICF (NASDAQ:ICFI) is a global consulting services company with approximately 9,000 full-time and part-time employees, but we are not your typical consultants. At ICF, business analysts and policy specialists work together with digital strategists, data scientists and creatives. We combine unmatched industry expertise with cutting-edge engagement capabilities to help organizations solve their most complex challenges. Since 1969, public and private sector clients have worked with ICF to navigate change and shape the future.

Price Proposal

ICF has prepared the proposed budget on a Time & Materials, Not-to-Exceed basis, as shown in the tables below. The **basic budget** totaling $193,107.84 includes everything listed in the *Technical Approach* section of the proposal, meeting the requirements of the RFP. The **upgraded budget** totaling $309,945.40 includes all tasks in the basic budget plus work outlined in the *Value Added* addendum, including detailed EVSE site drawings and a full RFP procurement process for the needed chargers as well at least two additional popup events (outlined under Task 3). These items would happen as part of the proposed Task 2, with the full RFP process expected to extend past the time when the Final Plan is submitted. ICF's estimate is based on experience in performing similar work for other clients and reflects the results of the detailed analysis of the different activities to be performed under each task and the total estimated number of deliverables (including drafts and final versions) that will be required. This price is what we believe is appropriate to achieve the City's objectives for this study and deliver all the necessary work products. If ICF's proposed price exceeds the available budget for this project, we are open to discussing how our approach could be modified and the price reduced to match the available budget.

Rate Card for 9/1/25 – 8/31/26:

Labor Category	Rate
ICF Incorporated, L.L.C.	
Consultant I	$151.16
Consultant II	$161.41
Senior Consultant	$189.32
Project Manager	$200.42
Project Director	$269.54
DKS	
Principal in Charge	$325.70
Outreach Lead	$320.61
Project Manager	$259.54
Senior Fleet Analyst	$254.45
Outreach Consultant	$198.47

ICF's Proposal Pricing Submittal Form (Basic Budget)

TASK DESCRIPTION	COST OF TASK TO COMPLETION		
	ICF Incorporated, L.L.C.	DKS	TOTAL
Task 1: Existing Conditions	$20,566.08		$20,566.08
Task 2: Analysis	$63,427.80	$36,478.00	$99,905.80
Task 3: Public Outreach	$4,008.40	$39,098.89	$43,107.29
Task 4: Advisory Committee Meetings	$8,517.28		$8,517.28
Task 5: Draft and Final Plan	$20,149.13		$20,149.13
Travel	$556.92	$305.34	$862.26
Total Proposed Time & Materials (Not-to-Exceed)	$117,225.61	$75,882.23	**$193,107.84**

ICF's Proposal Pricing Submittal Form (Upgraded Budget)

TASK DESCRIPTION	COST OF TASK TO COMPLETION		
	ICF Incorporated, L.L.C.	DKS	TOTAL
Task 1: Existing Conditions	$27,207.58		$27,207.58
Task 2: Analysis	$123,288.00	$72,060.43	$195,348.43
Task 3: Public Outreach	$4,008.40	$48,732.36	$52,740.76
Task 4: Advisory Committee Meetings	$8,517.28		$8,517.28
Task 5: Draft and Final Plan	$25,065.53		$25,065.53
Travel	$556.92	$508.90	$1,065.82
Total Proposed Time & Materials (Not-to-Exceed)	$188,643.71	$121,301.69	**$309,945.40**

General Information

Period of Performance

The proposed period of performance September 1, 2025 – August 31, 2026, starting from the date of contract execution.

Contract Type

ICF has prepared this submission on a Time & Material basis.

Validity Period

ICF's proposal remains valid for a period of 90 days from the official due date of the solicitation. ICF retains the right to review its submission and to extend its offer or to revise its proposal at the end of the 90-day period.

Acceptance Criteria

One review cycle will be provided for all deliverables (excluding the final report). Each review cycle will proceed as follows: The designated Contracting Officer's Representative (COR) will review deliverables for accuracy and completeness and provide consolidated comments to ICF within 5 business days after receipt. ICF shall make all necessary changes within 5 business days and resubmit the final deliverables. If no changes and/or comments are received from the COR within the initial specified 5 business days, the deliverables will be deemed accepted.

Invoicing/Payment

ICF will invoice on a monthly basis for hours and costs incurred. The payment term is net 30 days from the date of invoice.

Remittance

ICF requests the following financial institution to be designated for wire receipt of ACH payments.

Electronic Funds Transfer Information Only (not for mailed checks)	
Payee	ICF Incorporated, L.L.C.
Account Name	ICF Consulting Group, Inc. Reston, VA
Bank	PNC Bank 800 17th Street NW Washington, DC 20006
ABA Number	031207607
Account Number	80-2637-4453

Company Information

Company Name	ICF Incorporated, L.L.C.
DUNS Number	07-264-8579
sam.gov UEI Number	QHBLBNKKV4U3
CAGE Code	5M571
EIN	95-2565362
Size Status	Large Business

Price Narrative and Assumptions

ICF's proposal is predicated on the following additional assumptions and clarifications. These items are intended to help the City of Banning understand how ICF's solution, timing, resources, roles, and responsibilities formed the parameters of our estimates. Although these assumptions and clarifications frame our proposal response, it is ICF's practice to partner with our customers and resolve issues promptly, and in a manner that is beneficial to both parties. We welcome the opportunity to work with the City to address any questions or concerns that may arise before, during, or after the delivery of our proposed services.

- ICF assumes this proposal shall be incorporated into a contract resultant from this RFP.
- All project deliverables will be provided in an electronic format, Microsoft Office Suite or PDF, unless agreed upon by the ICF and the City project manager.
- If a delivery date falls on a non-working day, the delivery date will be the following business day.
- All days are presumed to be "business days" unless otherwise specified.
- The City is responsible for assigning a single point of contact, the Contracting Officer's Technical Representative (COTR), who will consolidate and reconcile all the City comments, revisions, and feedback on all deliverables, resolve any conflicts on the deliverables, and transmit the feedback in writing to ICF.
- ICF's allocation of effort by task and labor category reflects our best estimate for completing the scope of work. ICF reserves the right to reallocate the hours across tasks and labor categories as we see fit to complete the scope in the most efficient manner within the overall contract ceiling.

Direct Labor Rates

All fully burdened labor costs are inclusive of salary, 2025 provisional indirect costs, anticipated wage escalation, and fee.

Our subcontractor costs for DKS are inclusive of fully burdened labor rates, and applicable Subcontractor Administrative Cost.

Other Direct Costs (ODCs)

ICF has assumed no ODCs for this proposal. However, should ODCs be required, ICF will bill approved ODCs at cost plus applicable General and Administrative (G&A) expense.

Travel Costs

ICF and DKS have assumed some travel costs for this proposal. We have several LA-based technical and outreach teams who will be able to conduct site visits and meet City staff in their offices. For trips to the City of Banning, ICF will bill approved travel expenses at cost plus applicable G&A. When billing for travel, lodging and subsistance, ICF and its subcontractor shall not exceed the current IRS rates.

Rate Sheet for ICF and DKS for RFP 24-094

Labor Category	Rate
ICF Incorporated, L.L.C.	
Consultant I	$151.16
Consultant II	$161.41
Senior Consultant	$189.32
Project Manager	$200.42
Project Director	$269.54
DKS	
Principal in Charge	$325.70
Outreach Lead	$320.61
Project Manager	$259.54
Senior Fleet Analyst	$254.45
Outreach Consultant	$198.47

Use or disclosure of data contained on this sheet is subject to the restrictions on the title page of this proposal

Sustainable Communities Grants
(State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF BANNING,** hereinafter referred to as **AGENCY**, will commence on **NOVEMBER 4, 2024**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed from **CALTRANS** Contract Manager. This RGA shall expire on **JUNE 30, 2027.**

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

I. **AGENCY** Resolution

II. Scope of Work and Project Cost and Schedule

III. Grant Application Guide

Recitals

Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item **2660-102-0042**, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.

Now, therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item **2660-102-0042**, and **AGENCY** will conduct transportation studies and planning within the regional area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS**' budget and (b) for the purpose of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III**, which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, Resolution (**Attachment I**), Scope of Work and Project Cost and Schedule **(Attachment II)**, and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in the **ZERO-EMISSION VEHICLE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN**, hereinafter the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.
5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

   In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.
7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
State Highway Account (SHA) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	
$309,850.00	$40,150.00	$0.00	$40,150.00	11.47%	$350,000.00

   No in-kind contributions may be made unless the amount and type of the contribution is identified above.
8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.
9. **Notification of Parties**
   a. **AGENCY's** Project Manager for Project is Arturo Vela, avela@banningca.gov, (951) 922-3134.
   b. **AGENCY's** Financial Manager for the Project is Lincoln Bogard, lbogard@banning.ca.gov.
   c. **CALTRANS** Contract Manager is Mark Roberts, mark.roberts@dot.ca.gov, (909) 501-9253.

"Contract Manager" as used herein includes his/her designee.

d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Banning
Attention: Arturo Vela, Director of Public Works/City Engineer
Phone Number: (951) 922-2134
Email: avela@banningca.gov
Address: 99 E. Ramsey Street
Banning, CA 92220

California Department of Transportation
District 8
Attention: Mark Roberts, Contract Manager
Phone Number: (909) 501-9253
Email: mark.roberts@dot.ca.gov
Address: 464 W 4th Street
San Bernardino, CA 92401

10. Period of Performance

a. Reimbursable work under this RGA shall begin no earlier than on **NOVEMBER 4, 2024**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **JUNE 30, 2027.**

b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENCY to CALTRANS no less than ninety (90) days prior to the expiration of this RGA.

12. Cost Limitation

a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$309,850.00**.

b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up

to the date of termination.

b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. If funding for any fiscal year is reduced or deleted by the US Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect the reduced amount.

15. Payment and Invoicing

AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles**, **Paragraph 17d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitation, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of Notice to Proceed letter for this RGA and before Expiration Date but must have also paid for those costs to claim any reimbursement.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the **PROJECT** Cost and Schedule in **Attachment II** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties**, **Item 9c**. One-time lump sum invoices for grant amount is not allowed.

e. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.

f. Incomplete or inaccurate invoices shall be returned to the **AGENCY**, unapproved, for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.

g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.

b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7,** it is grounds for contract termination as identified in **Section III, Paragraph 13**.

17. Quarterly Progress Reporting

AGENCY shall submit written quarterly progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf.

d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.

20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this RGA.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY** contractors, sub-recipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

23. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** agreements with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other **AGENCY** of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:

1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.

2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.

3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.

4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

25. Third-Party Contracts

a. All State-government funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures comply with the local AGENCY's laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the AGENCY endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this Paragraph 25, Third Party Contracts:

1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code

2) State Contracting Manual (SCM), Chapter 5

3) Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10

b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.

c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

d. Prior authorization in writing by **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above**.

e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

26. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a Drug-Free workplace;

3) Any available counseling, rehabilitation, and employee assistance programs; and

4) Penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free Policy Statement, and

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

D. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

28. State-Owned Data

A. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

B. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

C. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

30. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

31. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

32. Project Close Out/Final Product

a. **AGENCY** will provide an electronic version, preferable ADA accessible of the Final Product(s) to the **CALTRANS** Contract Manager.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to **CALTRANS** Contract Manager.

33. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

34. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF BANNING**
By: Robert Carothers	By: Robert Fisher Robert Fisher (Mar 13, 2025 14:51 PDT)
Printed Name: Robert Carothers	Printed Name: Robert Fisher
Title: Contract Officer	Title: Acting City Manager
Date: 04/04/2025	Date: 03/13/2025
	By:
	Printed Name:
	Title:
	Date:
	By:
	Printed Name:
	Title:
	Date:

RESOLUTION 2024-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE PLANNING GRANT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF BANNING ZERO-EMISSION VEHICLE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN

WHEREAS, the City of Banning is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Banning City Council wishes to delegate authorization to execute these forms, agreements and any amendments thereto to the City Manager or his designee.

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

SECTION 1. The City Council hereby authorizes the City Manager, or designee, to make necessary non-substantive changes, and to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

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 8th day of October 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-160, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

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

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

2024-25 Sustainable Transportation Planning Grant Application

SCOPE OF WORK

Project Information	
Grant Category	**Sustainable Communities Competitive Technical**
Grant Fiscal Year	**2024-2025**
Project Title	**Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan**
Organization (Legal name)	**The City of Banning**

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The City of Banning requests $309,850.00 to develop a Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan (Plan) to address electrification of its municipal fleet, including Banning Connect, the city-run transit bus system, which had an estimated ridership of 65,898 residents in the 2022/2023 fiscal year. Banning (population 30,683) is located in Riverside County, approximately 84 miles east of Los Angeles, and spans 23.2 square miles, with 9,950 residents living in disadvantaged census tracts (see Exhibits 1 and 2 for project location). The City proposes to develop a plan assessing both fleet electrification and zero-emission vehicle (ZEV) charging infrastructure to identify needed projects such as constructing ZEV charging locations, choosing vehicles to be transitioned, purchasing appropriate, cost-effective ZEVs, and creating a comprehensive strategy for action. The City's study will serve as a guide for implementing changes in support of California's goal of achieving 100% zero-emission medium and heavy-duty vehicles by 2045, which will reduce greenhouse gases (GHG) created by the City fleet, thereby improving air quality, providing greater transport equity for residents, and ensuring that the City's services can continue to serve the community with efficiency and integrity.

Key project stakeholders include Banning Electric Utility, Banning Unified School District, Southern California Public Power Authority (SCPPA), Western Riverside Council of Governments (WRCOG), Southern California Association of Governments (SCAG), and Caltrans.

Goal: If funded, the Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan will develop a comprehensive plan outlining the following: 1) the City's current needs in vehicle replacement and infrastructure for the City's utility service and transit fleets; 2) recommended strategies to replace vehicles with cost-effective ZEVs in structured phases, alongside necessary charging, storage; and 3) related infrastructural construction. The final Plan will enable Banning to take swift and knowledgeable action in fleet electrification and building momentum towards California's GHG emission reduction goals.

Background: Once a famous and busy stagecoach and railway destination, Banning is now home to many disadvantaged communities subjected to poverty, high concentrations of ozone and diesel particulate matter (due to the City's location adjacent to Interstate 10), and correlated high rates of asthma and cardiovascular disease. With a limited budget and high pollution, the City has numerous obstacles and a high need to meet the Advanced Clean Fleet's (ACF) regulations mandating that 50% of all new medium to heavy-duty vehicle purchases by fleet operators must be ZEVs beginning in 2024, with the goal of 100% of purchases

being ZEVs by 2027. Without aid from grant funding, the City's Department of Public Works is concerned that these milestones will not be met without unfairly financially burdening their already struggling, underserved communities, while public and environmental health conditions stand to worsen if air quality is not addressed.

Demographics: The City of Banning is comprised of a diverse population, with 64% of residents identifying as non-white, including 49.5% Hispanic or Latino, 7.4% African American, and 5.5% Asian, with over 18% of residents being born outside of the USA. According to the Census Bureau's data, 27.6% of the population is over 65 years old, 14.1% of people under 65 live with a disability, and 16.8% of residents have a bachelor's degree or higher.

Disadvantaged Communities: Banning's growing population is diverse, with estimates from 2020's United States Census Bureau's data reporting that 64% of residents identify as non-white, including 49.5% Hispanic or Latino, 7.4% African American, and 5.5% Asian. The City's poverty rate is estimated at 18.9% according to CalEnvrioScreen 4.0 (CES 4.0), with three census tracts identified by California EPA SB 535 as disadvantaged: Census Tract 6065044200 residing in the 90th percentile for poverty, and Census Tracts 6065044101 and 6059021813 residing in the 84th percentile (see Exhibit 3). These census tracts are additionally the most heavily burdened by pollution and correlating health issues, with Census Tract 6059021813 resting along I-10. The remaining Census Tracts within the study area, 6065044103, 6065044102, 6065043812, and 6065044300, are identified as low-income by California Climate Investments Priority Populations (see Exhibit 4).

The proposed plan will not only benefit these underserved communities, but the entire City of Banning, which has an overall average ranking on the HPI of 11.6%, and two census tracts with HPI scores of 7.6 and 2.5 (see Exhibit 5). Developing a comprehensive Plan for the installation of ZEV charging infrastructure and electrifying the City's utility and transit fleets will be an important step towards cleaner air within the city, enabling residents to have access to necessary services without adding to the air pollution from vehicles traveling along I-10.

Planning for Housing and Integrated Planning: Banning City Council approved the Housing Element on January 9, 2024. The Housing element was then sent on to HCD for approval. The City will work with HCD in the coming months for a Finding of Compliance prior to grant award. All required progress reports will additionally be submitted to HCD prior to grant award announcement.

Project Benefits:

1. Reduced GHG Emissions

The City of Banning, located along Interstate 10, is subject to extremely adverse pollution conditions. According to CES 4.0, Banning's two census tracts directly north of the interstate receive 0.416-0.432 tons of diesel particulate matter emissions per year, which is approximately 86-87% more than other census tracts in California. Additionally, the City's collective census tracts rest within the 97th–98th highest percentiles of ozone concentration compared with the rest of the state. These combined air pollution factors are known causes of critical health concerns when exposure is prolonged, including asthma, cardiovascular, cardiopulmonary, and respiratory disease, lung cancer, and increased susceptibility to infection. Reflecting the correlating levels of air pollution, Banning's residents face considerable health concerns, with high rates of asthma and cardiovascular disease. With 13.9% of Banning's adults being without access to medical insurance according to the California HPI, and over a fourth of the population being 65 and older, preventative care in the form of encouraging a healthy environment is a priority of Banning's leadership. This Plan would result in timely ZEV transition, thereby reducing the harmful GHG emissions created by the City's own public fleet.

2. Improved Public Transit

With low active commuting and even lower vehicle access rates according to the HPI, Banning's residents increasingly rely on the City's public transit fleet to access jobs, health care, shopping, and other critical services. Though Banning's bus ridership decreased during and

immediately following the 2020 pandemic, a study conducted for Banning's 2023 Zero-Emission Bus Rollout Plan indicated a gradual increase in ridership in recent years, suggesting the possibility of a return to pre-COVID rates in the future. In order to promote this return to bus ridership, reducing VMT by car-owning residents and providing healthy, efficient transportation means for those who do not, the proposed project will assist the effort by making public transit both more environmentally equitable and attractive to Banning's residents, especially those with sensitive health conditions.

3. Preparation for Future City-Wide Electrification

Electrification of the City fleet will be a critical step towards California's zero-emission goals. The proposed Plan will enable Banning to act with the guidance of a carefully laid out plan, ensuring that all considerations in purchasing, construction, and impacts to resident life have been taken into account. The Plan will allow Banning to move forward confidently while providing the needed experience and knowledge to begin planning for city-wide electrification in the future.

4. Social/Environmental Equity

Knowledge of the benefits of electrification is necessary for paving the way for equitable public EV adoption for successful public and private transitioning to ZEVs. Transitioning to battery or fuel cell powered vehicles may be seen as a burden to many, especially those in disadvantaged communities. Banning's proposed project will include robust community engagement with the goal of both educating residents about the human health and environmental benefits of ZEVs, while gathering concerns, feedback, and suggestions from the community for consideration and implementation into a plan which will provide long lasting improvements to the City's utility services and public well-being.

Related Planning Efforts:

City of Banning General Plan

The proposed project aligns with the City's general goal regarding public works development that public infrastructure be dependable, cost-effective, and conveniently located, with services that meet the functional, social, and economic needs of the entire community.

City of Banning's 2023 Zero-Emissions Bus Rollout Plan

The proposed project aligns with Banning's previous study assessing the current state of Banning Connect Transit Service's (Banning Connect) needs, with the goal of planning to transition their fleet to ZEVs by 2040.

City of Banning's Short Range Transit Plan

The proposed project aligns with Banning's Short Range Transit Plan which assesses service, ridership, funding, and future needs to ensure regulatory compliance as well as operational growth.

Southern California Association of Governments' (SCAG) Connect SoCal Plan (2023)

The proposed project aligns with SCAG's goals, listed below:

1. *Build and maintain a robust transportation network* – Fleet electrification and infrastructure development, especially for Banning's bus fleet, will bolster the City's ability to serve the City's transportation network with efficiency while reducing VMT.
2. *Developing, connecting, and sustaining communities that are livable and thriving* – The Plan will lay out a comprehensive plan for fleet electrification and infrastructure construction which will result in a public utilities fleet better fit to withstand the effects of climate change and improve the City's air quality.
3. *Creating a healthy region for the people of today and tomorrow* – Not only will fleet electrification have immediate benefits for those living in Banning now, but diligent grant management and plan-development will ensure the changes to Banning's fleet will be long lasting, with cost-effective changes and purchases made to endure, and careful considerations given to pricing and timing so that costs to residents remain equitable years to come.

Project Performance Period: The planning effort is proposed to begin November 1, 2024, or upon completion of Grant Agreement, and will conclude by November 1, 2025, ending well before the stipulated end date of June 3, 2027.

Project Stakeholders

If awarded, the Public Works Department will procure an expert Consultant to conduct necessary studies and incorporate information gathered via assessment and community engagement to develop the proposed plan. Stakeholders for the resulting plan will include:

1. Banning Electric Utility
2. Banning Unified School District
3. SCPPA
4. SCAG
5. WRCOG
6. Caltrans District 8

Please see attached letters of support from WRCOG, SCAG, and SCPPA. Additional stakeholders will be recognized and contacted throughout the planning process as needs are identified. All stakeholders, including local businesses and neighborhood organizations which may be affected, will be invited to participate in planning and outreach events, supplying their own technical expertise and recommendations for fleet electrification and EV charging infrastructure development.

Contractor Responsibilities: The City of Banning will take responsibility for all project management and performance, as well as partnering with the Consultant on organizing and conducting community outreach and engagement and other related meetings. The Department of Public Works will select a consulting firm based on their established, non-discriminatory and all-inclusive procurement procedures and competitive prerequisites.

Overall Project Objectives

The City of Banning will develop a comprehensive Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan with the goals of implementing long-lasting improvements in service efficiency, air quality, and social equity. Project objectives include:

- Developing a Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan that:
    - Analyzes existing conditions of Banning's public fleet and capabilities for charging and storage infrastructure;
    - Analyzes the City's current and future fleet needs and creates ZEV transition schedules which provide projections for future charging infrastructure needs and energy load demands;
    - Assesses Banning's current energy load bearing capabilities and the capacity of facilities to support electrical load demand from charging operations, potential grid impacts, and inadequate charging infrastructure limitations;
    - Creates plans for bridging gaps in infrastructure and grid deficiencies while working to meet state-mandated zero-emission milestones;
    - Proposes a projected cost for fleet conversion, infrastructure construction, and identifies financing mechanisms and strategies that could accelerate the transition of publicly owned vehicles to ZEVs; and
    - Finalizes a Phased Master Plan for recommended implementation of fleet electrification and charging strategy, utilizing findings from studies, previous City plans, and input from City staff, partners, and community engagement.
- Encouraging long-term results from the developed plan including decreasing GHG emissions and improving the City's air quality, thereby promoting healthier living conditions for residents; bolstering the resiliency and environmental responsibility of city-wide services and utilities while maintaining their ability to efficiently serve the

community; and set the stage for future ZEV infrastructure development to support privately owned vehicle transition and maintain momentum towards the state's 2050 zero-emissions goal.

- Engaging the community with informational meetings and discussions, and build social equity by educating residents about why ZEV transitioning is important and how the transition will impact their lives for the better. Engagement will ensure residents' voices, especially those in underserved neighborhoods, are heard in regards to questions and concerns, by helping residents take an active part in community development through consideration of their feedback, suggestions, and input.
- Implementing a finalized, all-encompassing Plan informed by best purchasing and constructing practices, along with significant and meaningful input from stakeholders and the community, which will ultimately prepare Banning to take powerful initiative in environmental stewardship and climate action for their public fleet.

Summary of Project Tasks

The project's primary tasks are to first assess all current conditions regarding the Department's fleet and infrastructural preparedness for transition, and then develop a thorough strategy for implementation of necessary purchases, construction, and management. Community outreach and coordination with partnerships and stakeholders will be an integral part of these tasks.

Task 01: Project Administration

Grant Kick-off Meeting with Caltrans
The Project Manager and City staff will plan and conduct a kick-off meeting with Caltrans to review and discuss the grant agreement, implementation expectations and timelines, procurement procedures, reporting and invoicing, and immediate and long-term action items.

Invoicing
The Project Manager in coordination with the City's Finance Director will develop and submit invoices to Caltrans in a timely manner as prescribed in the grant agreement. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

Quarterly and Final Reporting to Caltrans
The Project Manager and Finance Director will work together to develop and submit quarterly reports and the final report to Caltrans in a timely manner as prescribed in the grant agreement. The reports will summarize project progress and obstacles, and will include copies of deliverables.

Task Deliverables – Responsible Party: City of Banning
Kick-off meeting with Caltrans: Meeting notes, attendance sign-in sheet
Quarterly invoices
Quarterly progress reports
Final report

Task 02: Consultant Procurement

Consultant Procurement
The Project Manager will develop and post a Request for Proposal (RFP) in order to procure a Consultant to conduct the study, develop the Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan, and participate in all community and stakeholder engagement events. Consultant procurement will align with Banning's established procedures and qualification requirements by which the City will make its selection, taking into consideration years of directly-related experience and cost-effectiveness. The City will hire a Consultant while abiding by state

and federal requirements, Caltrans Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, the Grant Application Guide, Regional Planning Handbook, and the established grant contract between Caltrans and the City.

Kick-off Meeting with Stakeholders
Once a Consultant is selected, the City will hold a kick-off meeting with the Consultant to review the scope of work, budget, timeline, deliverables, and address planned involvement in community and stakeholder outreach events. City staff, along with the Project Manager, the Consultant, and stakeholder representatives will meet to discuss the broad vision for the Plan, the projects goals and objectives, the tasks and the timeline, immediate and long term action items, expectations between the City, the Consultant, and stakeholders, intended project outcomes, and Caltrans' requirements. The City's Project Manager will lead the discussion with input from supporting City staff. Caltrans will be invited to attend.

Project Monitoring
The Project Manager will organize regularly scheduled meetings—in-person and remote—over the course of the project with the Consultant to monitor project progress, discuss next steps and upcoming tasks, and review emerging implementation barriers and propose solutions. The Project Manager will additionally track the project's budget and timeline, ensuring that project tasks remain on-schedule. All ongoing quality control monitoring of the Consultant will be the Project Manager's responsibility.

Task Deliverables – Responsible Party: City of Banning
Copy of City of Banning's current procurement procedures
Request for Proposal/Qualifications
Contract between Consultant and City of Banning
Amendments to the Consultant contract
Kick-off Meeting: Notes, agenda, and attendee sign-in sheet

Task 1: Existing Conditions

Review Existing Plans and Information
The Consultant will review existing materials including:

- Related elements of Banning's General Plan and Amendments;
- Local plans including Banning's *Zero-Emissions Bus Rollout Plan* and *Short Range Transit Plan*;
- Regional plans including: SCAG's 2023 *Connect SoCal* Plan and WRCOG's *Subregional Climate Action Plan*;
- Literature review of EV infrastructure to identify best practices, obstacles and identified solutions, example scopes of work, cost estimates, etc.;
- Current, completed environmental studies;
- Information regarding demographics and densities of populations in the City, including disadvantaged communities;
- Review transit ridership and user data; and
- Review current transit routes.

Conduct Infrastructure and Fleet Inventory
The Consultant will conduct a thorough audit of the existing public fleet and infrastructure within the city limits. The Consultant will document conditions, land use, housing, assets and needs, status of adjacent infrastructure, listings of relevant transit destinations and access points, via photographs and field notes.

Task Deliverables – Responsible Party: Consultant

List of reviewed documents
Tables/lists summarizing collected data
Inventory of findings, photographs, field notes, etc.
Memo summarizing findings

Task 2: Analysis

Identify Vehicles for Transition
The Consultant will identify vehicles in Banning's existing fleet best suited for immediate transition to ZEVs, as well as those which may be underutilized, oversized, or not optimal for transition due to insufficient alternatives, unreliable technology, excessive cost, or other reasons. Upfront and lifecycle cost differentials among commercially available fuel options, including kilowatt-hour (kWh) costs will be averaged with a cost/benefit analysis for the conversion to electric and fuel cell vehicles for all applicable classes and types within the fleet. From this data, the Consultant will develop recommendations for the best compliance pathway to meet ACF regulations for fleet conversion. The Consultant will identify any possible applications of exemptions, including the ZEV Milestone Option.

Identify Infrastructure Sites
The Consultant will identify the projected number and location profile of electric vehicle charging stations needed citywide to provide charging for the City fleet upon transition, along with drafting a cost analysis study for the ideal sites. Viable locations will be prioritized and selected for implementation in the final Plan with a goal to maximize the total possible number of chargers, along with infrastructure for future chargers, and keeping in mind strategic placement that best supports the current bus routes and needs of residents. Identified sites will be based on elements such as transit and frequented utility service destinations, land-uses, workplaces, electric infrastructure, DACs, etc.

Review of the existing infrastructure will include calculations of the City's capacity to support electrical load demand from charging operations, identify potential grid impacts, inadequate charging infrastructure and locational limitations, such as electric service panel and transformer upgrades, parking configurations, note concerns about reliability and resilience in the event of a grid outage, and review ability to sustain changes for the long-term. Capacity for backup generators or other energy storage methods needed for emergency response, or to lighten the load from the additional impact to the electrical grid during peak system usage will be assessed. Up to three different City facilities will be considered, including City Corporate Yard, Water/Wastewater Yard, and Repplier Park.

Identify Transition Needs and Requirements
For Fleet Conversion: For all light and medium-duty vehicles, the Consultant will develop estimates for the projected cost of replacement with electric vehicles by 2040. Estimates will include costs for vehicle acquisition, procurement lead times, charging and refueling infrastructure costs, existing fleet fuel costs and projected fuel/charging, ongoing maintenance, and all other associated expenses. To budget the ongoing operation costs, the estimated energy usage (MWh) and demand (MW) by vehicle category should be provided as well. For this task, the Consultant will also describe other barriers to transition to an electric vehicle fleet, including but not limited to commercial availability, procurement lead time, operational challenges, emergency response, fleet staff expertise/training, and take-home vehicle charging. The Consultant will include yearly and total costs of ownership for the vehicle and charging infrastructure.

The Consultant will also recommend charge management solutions to ensure vehicles are fully charged by the next duty cycle while ensuring the total energy available is not exceeded.

For vehicles with a Gross Vehicle Weight Rating (GVWR) of 8,500 lbs. or greater, the Consultant will develop estimates for the projected cost of conversion to battery and/or fuel cell electric fleets by

2024 (50%) and by 2027 (100%) or in accordance with the most current ACF regulation requirement.

For Infrastructure Construction: The Consultant will create a Needs Assessment and Gap Analysis, identifying the gap between the existing city infrastructure and forecasted future needs, and provide an estimate cost to bridge the gap. Cost estimates will include but are not limited to: installing charging stations, mobile charge stations, energy storage units, and solar panels for supporting increased electrical load. Upgrades to electrical capacity will be included if needed as part of reviewing backup generator needs, and the Consultant will identify types of chargers recommended for City use. If fuel cell electric vehicles are recommended as a cost-effective alternative, the Consultant will also identify the projected number and location profile of fuel production, storage, and distribution sites.

Finally, the Consultant will identify and analyze financing mechanisms and strategies which could accelerate the transition of publicly owned vehicles to battery and/or fuel cell electric vehicles, including but not limited to:

- Energy or carbon savings performance contracting;
- Utility rebates;
- Revolving loan funds;
- State grant programs (e.g. LCFS Credits);
- State and federal incentives; and
- Leasing.

Develop Initial Rollout Schedule
The Consultant shall draft a phased rollout schedule, including recommendations provided in the City's Zero-Emissions Bus Rollout Plan. The Consultant should also estimate the GHG emission reductions by year, by vehicle category for the alternative fuel vehicles. The plan shall additionally include user-friendly preliminary design plans, illustrations, and talking points to present at community and stakeholder outreach events.

Identify Vendors
The Consultant will compile a list of potential vendors and utility companies to coordinate/partner with for EV infrastructure installation, including but not limited to Banning Electric Utilities and SCPPA.

Identify Funding Sources
The Consultant will research potential funding resources and provide any available information to assist the City in optimizing this project, including information about statewide or other funding programs to facilitate EV charging.

Task Deliverables: Responsible Party: Consultant
Memo summarizing needs and recommendations
Map and lists of sites for future deployment of charging infrastructure
List of optimal vehicles for ZEV transition
List of ideal sites for charging infrastructure
Draft rollout schedule with illustrations and talking points
List of potential vendors and utility companies to consider for coordination/partnership
List of potential funding and implementation resources

Task 3: Public Outreach

Outreach and Engagement Strategy
The Consultant will develop an outreach strategy to engage the community in the development and review of the project. This strategy will involve a schedule of outreach activities including meetings, pop-up booths, and publications, including a timeline for invitations and announcements via local newspaper advertisement, flyer production, social media and website posts, and use of Banning's text and call notification system. The strategy will also consider methods to maximize community participation per each event and be a working document, taking into account successes and obstacles from each effort to adapt for the next. Materials will be aesthetically pleasing with clear presentation of information in both Spanish and English. Priority will be placed on disseminating printed materials in community hubs near disadvantaged neighborhoods.

Online Content
The City, in coordination with the Consultant, will develop a project webpage, hosted on the Department of Public Works' website, which will include project details such as background, goals, schedule, contact information for the project team, and an option to subscribe for email updates. Opportunities for event attendance will be regularly updated on the webpage, along with new documents available for public viewing and call to action to contact the project team with feedback.

Direct Outreach
Multiple methods of direct outreach will be utilized in order to optimize reach to Banning's residents, especially those in disadvantaged neighborhoods. The City, in coordination with the Consultant, will organize outreach methods in four categories:

- Community Meetings – In coordination with the Project Manager, the Consultant will schedule, prepare, and lead at least three public community meetings. These meetings will be held in multiple locations in order to reach all areas of Banning, with an emphasis on spacious gathering spaces within reasonable active commuting distance from disadvantaged neighborhoods, and with disability accessibility. Meeting times will vary, with priority given to weekends and evenings to maximize attendance opportunities for working citizens. At least one meeting will host an online attendance option to enable the homebound to participate.
  The purpose of these meetings will be to raise awareness of the necessity of ZEV fleet transition and infrastructure construction, and discuss the vision, goals, and benefits of the proposed Plan. Results from the Consultant's inventory will be shared, supported by photographs and visual, user-friendly data, along with the initial draft plan for transition and construction. The Consultant will assist the City in developing visual presentations. All material to be displayed and handed out will be in Spanish and English.
  The meetings will help make the public aware not only about how the Plan will affect them, but how they can have an active voice in the development of the Plan, encouraging especially those in disadvantaged communities, families with school children, and the business community to ask questions and provide feedback concerning utility, service, and transit needs, and how electrification and charging station construction can best support them in the future. Attendees will be informed on how they can keep track of project process and how they can continue to contact the project team post-meeting.
- Interactive Flyers – Informational flyers and graphics will be disseminated in both English and Spanish, informing residents about upcoming meetings. Professional designed flyers will convey the necessary information clearly and succinctly, while QR codes will be utilized to direct residents to more online information, surveys, and sign-up sheets.
- Presentations at Existing Events – The Consultant will prepare informational material to be provided via pop-up booths and stands during at least two citywide, community events, such as seasonal festivals. These will serve to support the official meetings and continue to spread awareness about the project's importance, goals, and benefits to residents and the environment.

- Project Survey – This survey will be created by the City for use at events, and will be used to gather feedback from attendees digitally. The survey will also be accessible via email, text notification, and social media and website postings for those who cannot attend.

Task Deliverables – Responsible Party: City of Banning and Consultant
Project webpage on the Department of Public Works' website
Outreach and marketing strategy reports
Advertising materials: Copies of flyers, social media posts, newspaper notices, and bilingual services provided
Meeting agendas and sign-in sheets/attendance data
Meeting presentations (PowerPoints, handouts, etc.)
Photographs of meetings
Survey results
Summary of feedback received per outreach event

Task 4: Advisory Committee Meetings

Recruitment
The City project team will work with the Consultant to identify and recruit stakeholders and partners to serve on an Advisory Committee. Members are most likely to include but not limited to: SCAG, WRCOG, SCPPA, Banning Electric Utility, the Banning Unified School District, and Caltrans. Local neighborhood groups will also be invited, with the goal of ensuring that Banning's DACs and small interest groups are represented. Caltrans District 8 will be invited.

Advisory Committee Meetings
The City of Banning, in coordination with the Consultant, will hold Advisory Committee Meetings to present collected findings throughout the analysis and planning process. These meetings will enable key stakeholders to remain informed on ongoing developments and give them the time to provide relevant feedback and suggestions, and learn about opportunities for involvement in upcoming community engagement activities. The Consultant will also be able to utilize these meetings to collect data from stakeholders concerning existing conditions, barriers and solutions, public input, and feasibility and sustainability feedback.

Task Deliverables – Responsible Party: City of Banning & Consultant
Member roster for the Committee
Compiled meeting agendas, minutes, and sign-in sheets
List of Action Items from each meeting
Comments from presentations

Task 5: Draft and Final Plan

Develop the 80% Complete Draft Plan
The Consultant will develop and finalize the draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan, utilizing all collected data, feedback, and recommendations. The following sample "Table of Contents" provides a general overview of possible contents for illustrative purposes, but the final contents are yet to be determined:

1. Introduction
    1.1 Background and Purpose of Plan
    1.2 Need for the Plan
    1.3 Vision and Goals of Plan

2. Public Engagement Strategy
    2.1 Summary of Stakeholders and Partners
    2.2 Overview of Public Outreach Strategies
    2.3 Results from Public Outreach Events
3. Existing Conditions
    3.1 Methods Used for Data Collection
    3.2 Report on Fleet Conditions
    3.3 Report on Infrastructure Site Conditions
    3.4 Report Current Energy Demand and Limitations
4. Needs Assessment
    4.1 Methods Used for Data Collection
    4.2 Review of Vehicles to be Transitioned to ZEV
    4.3 Review of Sites to be Upgraded with Charging Infrastructure
    4.4 Projected Costs of Transition and Construction
    4.5 Cost and Finance Management Plan
5. Recommendations
    5.1 Conceptual/Preliminary Plan
    5.2 Next Steps
    5.3 Identified Vendors for ZEV purchasing and infrastructure installation
6. Potential Funding Sources
    6.1 Additional Funding
    6.2 Statewide Programs
    6.3 Other Resources
7. Phased Rollout Plan

Draft Plan Presentation
The Consultant will present the draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan to the Committee for feedback. Stakeholders will then be able to make additional recommendations regarding the plan of action and feasibility outcomes, as well as have a chance to ensure that the represented interests of their organizations or groups have been fairly taken into account. All feedback will be compiled and incorporated into the Plan, where applicable. The draft will be reviewed by City staff, the Advisory Committee, and provided to Caltrans for review.

Final Plan Presentation
Once all feedback has been appropriately incorporated into the Plan, the Consultant will present the final draft to the Committee to provide stakeholders one last chance to review contents and provide feedback. Comments given will be incorporated into the final draft accordingly, if applicable, and the document will be sent to the City Council for review and approval.

Task Deliverables – Responsible Party: City of Banning & Consultant
Draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
Compiled list of feedback from review sessions
Finalized Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
Submission of Plan to Caltrans per specifications

Task 6: Board Review/Approval

The Consultant will incorporate feedback received from City staff and the Advisory Committee and will develop the final Plan for review and input from City staff and the Advisory Committee before being sent to the City Council for review and approval. An overview of the Plan pieces, conclusions, and recommendations will be presented by the Consultant in coordination with the Project Manager, and any questions from the City Council will be answered. The finalized

document will be sent to Caltrans. The approved Plan will also be made available on the project's webpage for community access. The Project Manager will provide the final report to Caltrans according to the instructions in the grant agreement as to number and type of copies.
Following Plan approval, the City will hold a project kick-off meeting amongst stakeholders to discuss associated action items. In coordination with regulatory bodies and stakeholders, the City will begin implementing supportive policies and regulations to promote adoption of ZEVs. Leading by example, the City of Banning will establish a robust monitoring and evaluation framework to track the progress and impact of the Action Plan as it unfolds. The effort will involve collecting data on vehicle purchases, charging infrastructure utilization, emission reductions, and other relevant metrics to ensure that the Plan is effectively implemented and achieving its stated goals.

By implementing these next steps, the City will accelerate the transition to ZEVs and contribute to cleaner, more sustainable, and resilient transportation and utility services systems for the Banning community.

Task Deliverables
City Council Agenda, minutes, and sign-in sheet
Presentation Materials
Next Steps Report

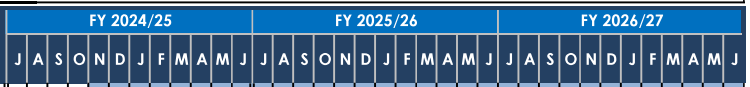
California Department of Transportation

Sustainable Transportation Planning Grant Program

COST AND SCHEDULE

Grant Category	Sustainable Communities Competetive Technical
Grant Fiscal Year	FY 2024-25
Project Title	Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
Organization (Legal name)	City of Banning
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (posted on-line)
Reimbursements/ Invoicing	Does your agency plan to request reimburesement for indirect costs? ☐ Yes ☑ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☑ No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*
01	Project Administration (no more than 5% of total grant funds)	$3,098	$402	$0	$3,500
02	Consultant Procurement	$6,197	$803	$0	$7,000
1	Existing Conditions	$52,232	$6,768	$0	$59,000
2	Analysis	$139,877	$18,123	$0	$158,000
3	Public Outreach	$31,870	$4,130	$0	$36,000
4	Advisory Committee Meetings	$25,673	$3,327	$0	$29,000
5	Draft and Final Plan	$49,576	$6,424	$0	$56,000
6	Board Review/Approval	$1,327	$173	$0	$1,500
	Totals	**$309,850**	**$40,150**	**$0**	**$350,000**





California Department of Transportation
Division of Transportation Planning

Sustainable Transportation Planning Grant Program

Fiscal Year 2024-25

GRANT APPLICATION GUIDE

Sustainable Communities, Climate Adaptation, and Strategic Partnerships

Grant Application Deadline

January 18, 2024

Submit Applications via **Smartsheet Form**

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Updated September 2023

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1. GRANT PROGRAM OVERVIEW

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe and reliable transportation network that serves all people and respects the environment.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017) – The Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the State's multi-modal transportation system. In addition to the $9.5 million in traditional State and federal grants, approximately $25 million in SB 1 funds for Sustainable Communities Grants is available for each grant cycle.

The State-funded Sustainable Communities grants ($29.5 million) are intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies/Alternative Planning Strategies (SCS/APS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

The State-funded Climate Adaptation Planning grants ($31.9 million) enacted with Senate Bill 198 (Committee on Budget and Fiscal Review, Chapter 71, Statutes of 2022), will support local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure.

The federal-funded Strategic Partnerships and Strategic Partnership Transit grants ($4.5 million) support Federal Planning Factors and address State highway/transit issues of regional, interregional, and/or statewide significance, in partnership with Caltrans.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits. The period of grant fund availability spans over three FYs and approximately 32 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 9.2 for details regarding the anticipated grant project start and expiration dates.

1.1 Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Sustainable Communities Competitive	**Budget** RMRA and SHA State funds Approx. $17 million Approx. $3 million set-aside for technical projects Approx. $500,000 set-aside for Native American Tribal Governments Goal: 50% of grants should benefit Underserved Communities*** **Grant Minimum** $50,000 for Underserved Communities, including Native American Tribal Governments and rural communities; $100,000 for all others **Grant Maximum** $700,000	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, address the needs of underserved communities, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	**The following are eligible to apply as a primary applicant:** • MPOs **with sub-applicants** • RTPAs • Transit Agencies; • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports; • Native American Tribal Governments • Other Public Transportation Planning Entities **The following are eligible to apply as a sub-applicant:** • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in cash or an in-kind contribution).
Sustainable Communities Formula	**Budget** RMRA State funds $12.5 million	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	**The following are eligible to apply as a primary applicant:** • MPOs	11.47% minimum* (in cash or an in-kind contribution).

* For local match requirements, refer to Chapter 6.5 of this Guide.
** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).
*** For purposes of this grant program, underserved communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Climate Adaptation Planning	**Budget** State funds Cycle 2: $31.9 million total Up to $3.9 million set-aside for Native American Tribal Governments Goal: 50% of grants should benefit Underserved Communities*** **Grant minimum** $100,000 **Grant maximum** $1.5 million (single organization); above $1.5-$3 million to be considered for partnership applications	Funds local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level climate adaptation planning to identify adaptation projects and strategies for transportation infrastructure.	**The following are eligible to apply as a primary applicant:** • MPOs • RTPAs • Transit Agencies; • Cities and Counties • Native American Tribal Governments • A joint exercise of powers authority established pursuant to Chapter 5 of Division 7 of Title 1, with the consent of a transportation planning agency or a county transportation commission for the jurisdiction in which the transportation project will be developed. • A local transportation authority created or designated pursuant to Division 12.5 or Division 19 of the Public Utilities Code. **The following are eligible to apply as a sub-applicant:** • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in cash or an in-kind contribution); not required for Native American Tribal Governments

* For local match requirements, refer to Chapter 6.5 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

*** For purposes of this grant program, underserved communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	**Budget** FHWA SPR, Part I Federal funds $1.5 million **Grant Minimum** $100,000 **Grant Maximum** $500,000	Funds transportation planning studies in partnership with Caltrans that address the regional, interregional, and statewide needs of the State highway system, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	**The following are eligible to apply as a primary applicant:** • MPOs • RTPAs **The following are eligible to apply as a sub-applicant:** • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	20% minimum* (in non-federal funds or an in-kind contribution).
Strategic Partnerships – Transit	**Budget** FTA Section 5304 Federal funds $3 million **Grant Minimum** $75,000 for rural RTPAs; $100,000 for MPOs **Grant Maximum** $500,000	Funds multi-modal planning studies, with a focus on transit, in partnership with Caltrans, of regional, interregional and statewide significance, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2)	**The following are eligible to apply as a primary applicant:** • MPOs • RTPAs **The following are eligible to apply as a sub-applicant:** • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in non-federal funds or an in-kind contribution).

* For local match requirements, refer to Chapter 6.5 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

1.2 Grant Program Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations. The Grant Specific Objectives identified in Chapters 2.1, 3.1, 4.1 and 5.1 indicate the specific purpose of the Sustainable Communities, Climate Adaptation, and Strategic Partnership transportation planning grants, respectively, and must also be considered when preparing an application.

Grant Program Objectives

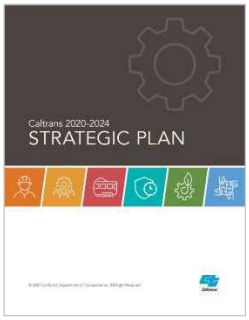
The following Grant Program Objectives are focused on achieving the Caltrans Mission and are intended to inform application development, including:

Objective	Description
Sustainability	Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.
Preservation	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
Accessibility	Increase the accessibility of the system and mobility of people, inclusive of older adults, those with disabilities, and freight.
Safety	Prioritize the elimination of fatal and serious injury crashes and enhance safe use of our roadways through the Safe System approach to realize a vision of zero road fatalities and serious injuries by 2050.
Innovation	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
Economy	Support the economic vitality of the area (i.e., enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprise (DBE), etc.).
Health	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity across the lifespan, inclusive of those with disabilities, especially through transportation means.
Social Equity	Promote transportation solutions that focus on and prioritize the needs of underserved communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging meaningful public involvement in the transportation decision making process.

Grant Program Considerations

The Grant Program supports related State and federal mandated initiatives. The Plans and Programs listed below should be considered in grant application development. Definitions and links to these resources can be found in Appendix A.

Caltrans Strategic Plan



The Strategic Plan is a declaration of the Caltrans vision and mission, core values, strategic imperatives, and six goals to deliver a world-class transportation system for one of the nation's most populous, innovative, and diverse states:

- Safety first
- Cultivate excellence
- Enhance and connect the multimodal transportation network
- Strengthen stewardship and drive efficiency
- Lead climate action
- Advance equity and livability in all communities

This plan guides and informs the development of the Sustainable Transportation Planning Grant Program. Competitive applications will articulate how they will assist in achieving the Caltrans vision and mission, the six strategic goals above.

California Transportation Plan 2050

The California Transportation Plan (CTP) 2050 is a long-range transportation plan, updated every five years pursuant to state and Federal law, and is statutorily required to be fiscally unconstrained:

- Defines a vision for the future transportation system, establishes new statewide priorities, and guides Caltrans and partner agencies in implementing its recommendations
- Identifies strategies and policies that are required to make transparent and transformational transportation decisions
- Recognizes the unique transportation needs and interests of urban, suburban, rural, and Tribal communities
- Guides transportation decision makers at all levels of government, while emphasizing the importance of shared responsibility in meeting our transportation needs



The CTP does not contain projects, but policies and strategies required to close the gap between what the regional transportation plans (RTP) aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050 vision, goals, recommendations, and the modal plans that support it.

Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans listed below, to envision the future system:

- Interregional Transportation Strategic Plan
- California Freight Mobility Plan
- California State Rail Plan
- California State Bicycle and Pedestrian Plan
- Statewide Transit Strategic Plan
- California Aviation System Plan

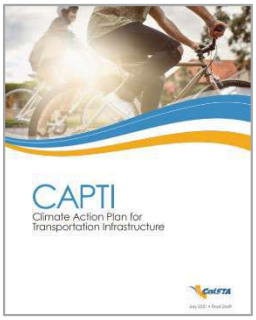
Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability.

Caltrans integrates Title VI as well as environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects, which they continue to feel the consequences from today. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes.

Climate Action Plan for Transportation Infrastructure

The Climate Action Plan for Transportation Infrastructure (CAPTI) details how the state recommends shifting and investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing greenhouse gas (GHG) emissions in transportation, which account for more than 40 percent of all emissions, to reach the state's ambitious climate goals. Competitive grant applications will discuss how proposed projects will assist in implementing the CAPTI Investment Framework, Guiding Principles, and align with the Implementation Strategies and Key Actions.

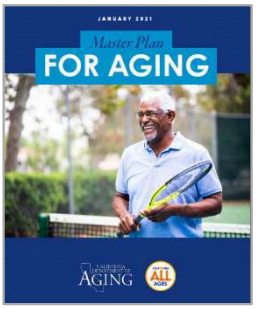


California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the state's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the state's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources. Competitive grant applications will discuss how proposed projects consider climate resilience and align with the California Climate Adaptation Strategy.

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan, not simply a plan for today's older adults. California's over-60 population is projected to diversify and grown faster than any other age group. In response, the Master Plan calls on all California communities to build a California for All Ages: for older Californians currently living through the many different stages of the second half of life; for younger generations who can expect to live longer lives than their elders; for communities of all ages – family, friends, neighbors, coworkers, and caregivers – surrounding older adults. Competitive grant applications will discuss specific connections and help achieve the Master Plan's five goals and twenty-three strategies to build a California for All Ages by 2030.



2. SUSTAINABLE COMMUNITIES COMPETITIVE AND TECHNICAL

Approximately $12 million in State Road Maintenance and Rehabilitation Account (RMRA) funds and $5 million in State Highway Account (SHA) funds, or a combined total of $17 million will be distributed through a competitive program to Metropolitan Planning Organizations (MPOs) with a sub-applicant(s), Regional Transportation Planning Agencies (RTPAs), cities and counties, transit agencies, and Native American Tribal Governments. **MPOs must have a sub-applicant in order to be eligible and apply to the Sustainable Communities Competitive and Technical grants.**

Approximately $3 million will be set-aside for a technical project sub-category. In accordance with the recent release of the guidance documents for the implementation of Senate Bill 743 (SB 743, Chapter 386, Statutes of 2013), there is a current need for improved tools to measure VMT and induced travel and to develop and implement VMT mitigation programs.

Approximately $500,000 will be set-aside for Native American Tribal Governments.

Funding distribution for the competitive program will depend on the quality and number of applications.

2.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities grants is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives, which must be considered when preparing the grant application.

A minimum threshold of 50 percent of Sustainable Communities Competitive and Technical Grants has been identified for projects that benefit underserved communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C. Caltrans/Regional Agency Boundaries Map, which indicates rural areas). For purposes of the grant program, acceptable underserved communities definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined underserved communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Sustainable Communities Competitive and Technical applicants must demonstrate how the project fits every aspect of the following Specific Objectives, as appropriate for the applicant and project type:

- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS/APS (where applicable). For applicants not in an MPO region,

address how the project encourages local and regional multimodal transportation and land use planning that advances sustainability

- Contribute to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines
- Address the needs of underserved communities through robust public engagement
- Assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).

Sustainable Communities Technical project types do not require extensive public engagement due to their technical nature, but they will explain and demonstrate:

- How the public will be involved at later stages of the planning process
- How they will collaborate with and involve appropriate stakeholders with technical expertise to review and validate quantification assumptions and methods
- How stakeholders will be involved in the application and Scope of Work

Technical project applications are scored under the same criteria as all other project types, but they are grouped with other technical projects, and they compete at the same level. Refer to Chapter 2.2 for Example Technical Project Types. Applicants should contact their Caltrans District listed in Appendix D to help decide which grant category is the best fit for their project.

Below is a list of Appendix A. Guidance, Tools, and Resources to assist applicants in preparing a competitive grant application that is consistent with the Grant Program Objectives, Grant Program Considerations, and Specific Objectives.

- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Underserved Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use and Transportation Planning
- Promote the Region's RTP SCS/APS (where applicable) and State Planning Priorities, and Climate Adaptation Goals
- Climate-Ready Transportation

2.2 Example Project Types

The examples below are organized in the following grant project types: Active Transportation; Corridor and Freight; Social Equity; Integrated Housing, Land Use, and Transportation; Multimodal; Safety; Technical; and Transit.

Active Transportation

- Active transportation plans, including bicycle, pedestrian, and trail master plans
- Plans for bike parking facilities
- Rural planning studies or plans that provide rural counties the ability to develop active transportation plans with a rural context-sensitive focus and allow for rural regions to contribute to the State's GHG reduction targets
- Studies or plans that include a temporary built environment demonstration, e.g., tactical urbanism

Corridor and Freight

- Comprehensive Multimodal Corridor Plans
- Corridor enhancement studies
- Studies or plans related to zero emissions vehicle goods movement
- Freight/goods movement plans and studies
- Local or regional corridor plans
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs.
- Studies and plans to mitigate for impacts to the rural transportation system due to increased interregional tourism and visitor traffic
- Modeling improvements that address SB 743 implementation and induced travel (see Sustainable Communities – Technical grant-specific objectives in Chapter 2.1)
- Complete Streets plans that consider last-mile freight
- Curbside freight management plans
- Sustainable freight plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Social Equity

- Community Needs Assessments
- Health and transportation studies, including health equity transportation studies and other plans that incorporate health into transportation planning
- Studies to improve access to social services and other community destinations for underserved communities
- Studies, plans or planning methods that address environmental justice issues in a transportation related context
- Congestion pricing studies including plans that enhance social equity and avoid inequitable cost burdens
- Planning to remove or reduce barriers created by transportation infrastructure such as highways, overpasses and underpasses, that create disconnected communities
- Studies or plans to ensure that infill and transit-oriented development benefits existing residents and businesses, low-income and underserved communities, and minimizes displacement
- Outreach to educate underserved communities on mode shifts to electric forms of transportation, as part of a plan or study as appropriate
- Student internships for rural agencies and/or underserved communities

Integrated Housing, Land Use, and Transportation

- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development

- SCS/APS development
- Studies that promote greater access between affordable housing and job centers
- Station area planning
- Integration of transportation and environmental planning
- First Mile/Last Mile project development planning
- An update to a general plan land use element or zoning code that increases development opportunities around key transportation corridors or nodes
- Creation of a Transit-Oriented Development overlay zone or other special zoning district around key transportation corridors or nodes
- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change

Multimodal

- Complete Streets plans or multimodal transportation plans
- Long range transportation plans for tribal governments
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use
- Context-sensitive streetscapes or town center plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Shared mobility services planning studies
- Community outreach plans for park-and-ride lots

Safety

- Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans
- Community to school studies or safe routes to school plans
- Traffic calming and safety enhancement plans

Technical

- Transportation modeling studies or planning activities that address SB 743 implementation and induced travel, active transportation, emerging technology, public health, VMT and other impacts
- Planning for zero or near zero emission vehicles
- Electric vehicle charging infrastructure network planning
- Transit planning for zero emission bus fleets
- Planning for autonomous vehicles
- Road or parking pricing studies
- Transportation Demand Management studies
- Commute trip reduction studies and plans

- Data collection/data sharing initiatives
- Integration of transit, new emerging technologies, and shared mobility services
- Educational outreach as part of a plan or study as appropriate, e.g., for mode shifts to electric forms of transportation

Transit

- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Transit planning studies related to accessible transit, paratransit, mobility management, etc.
- Studies, plans, or outreach for school public transit, school pool ridesharing
- Strategies to increase transit ridership
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

2.3 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Report writing and the development of associated graphics
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Travel expenses (See Chapter 6.5 for details)
- Up to 30 percent design or conceptual drawings
- Equipment (as defined in 2 CFR Part 200.33)[1] purchases must remain under $5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. *2 CFR Part 200.436*[2] provides the criteria for depreciation.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Virtual outreach activities and on-line meetings

[1] Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33

[2] Govinfo, 2 Code of Federal Regulations, Part 200.436, 20, https://www.govinfo.gov/app/details/CFR-2022-title2-vol1/CFR-2022-title2-vol1-sec200-436

- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds (not applicable to Sustainable Communities Formula)
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP, excluding SCS/APS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items, stipends
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

2.4 Tips for Successful Sustainable Communities Grant Applications

Criteria for Successful Sustainable Communities Grant Applications

Some guidance is provided below however, it is not intended to be all inclusive.

- Integrate Grant Program Considerations (See Chapter 1.2)
- Advance transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and underserved communities, including Native American Tribal Governments and rural communities

- Encourage stakeholder collaboration
- Involve active community engagement
- Coordinate transportation, housing, and land use planning
- Result in funded and programmed multimodal transportation system improvements

General Tips

- Some sections of the grant application may seem redundant when discussing underserved community engagement, overall public engagement, and stakeholder involvement. Although the general public and underserved communities are stakeholders for any project, for application purposes, the strategy, and methods for engaging these groups will be different, as described below.
    - Overall public engagement will describe the general strategy to engage the public at large.
    - Underserved communities engagement will explain how the project will go above and beyond business as usual or what is statutorily required to address the specific needs of underserved communities and use unique methods to involve these groups in the decision-making process. Refer to Appendix A. Active Community Engagement, which includes case studies for examples of equitable community engagement.
    - Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters **and** specifically how supporters will benefit the proposed project will suffice.

Project Description

Concisely describe the project. Explain "What parties are involved, the proposed major milestones, and why the project is necessary."

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address and how the project will address the problem. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.
- Explain how the project affects underserved communities. The tools in Appendix A are intended to help applicants define an underserved community in the project area. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.

- If the applicant is a Native American Tribal Government or a rural area (outside of the urbanized areas with 50,000 in population or greater) of the State, describe population characteristics such as demographics, location, and size.

Grant Specific Objectives

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below; however, it is not intended to be all inclusive. Applications should reference Appendix A for Resources to Advance Sustainable Communities Grant Specific Objectives.

Successful applications should include:

Planning for Housing, Housing Element Compliance, and Prohousing Designation

- To avoid a deduction of 5 points, applicants must demonstrate how they integrate housing planning into their policies, programs, and project, or commit to coordinate housing and transportation in future policies and programs throughout the application (e.g., narrative and scope of work). See Chapter 2.2 for a list of example projects that coordinate housing, land use, and transportation.
- To be eligible for a grant award, city and county primary/sub-grant applicants are required to submit:
    1. A housing element adopted by the local government to the Department of Housing and Community Development (HCD), and HCD must find the adopted housing element in substantial compliance with state housing element law pursuant to Government Code Section 65585.
    2. Annual Progress Reports (APRs) to HCD for at least the previous two years, 2021 and 2022.
- City or county primary/sub-applicants will receive a high recommendation from HCD if they have a Prohousing Designation, which can be earned by adopting local policies that facilitate the planning, approval, and construction of housing. The HCD Prohousing Designation Program provides incentives to cities and counties in the form of additional points or other preference in the scoring of competitive housing, community development, and infrastructure programs. For HCD Prohousing Designation Program information and how to develop a competitive application, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning*.

IMPORTANT TIPS:

- ✓ City and county primary/sub-grant applicants are required to submit:
    1. A housing element adopted by the local government to HCD.
    2. Annual Progress Reports to HCD for at least the previous two years, 2021 and 2022.

Note: Charter cities are not exempt from this specific program requirement and must submit an Annual Progress Report for the calendar years mentioned above.

Community Engagement

- Refer to Appendix A for Community Engagement Best Practices.
- Evidence of additional public outreach measures that promote access to decision-making and program implementation for all segments of the community, including special needs populations, underserved communities, and a variety of socio-economic groups (e.g., households across the income and employment spectrum, ethnically and racially diverse households).
- The application narrative should outline specific outreach strategies that will be utilized, considering the current COVID-19 environment.
- Tailored letters of support with electronic signatures from community-based organizations or public advocacy groups to demonstrate their support or involvement in identifying the issues that the proposed project is attempting to address.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition electronically signed by supporters in a simple table format that indicates specifically how supporters will benefit the proposed project will suffice.

HELPFUL TIPS:

Tailored letters of support from local agencies that not only provide support for the project, but also confirms that the proposed project:

- ✓ Helps to implement the RTP SCS/APS and/or State priorities
- ✓ Involves a coordinated approach to integrating land use and transportation in all phases of project planning and implementation.

Integrated Housing, Land Use, and Transportation Planning

- Application narrative and any relevant supporting or illustrative data should describe how the proposed project integrates and connects land use and transportation, including how transportation and land use agencies or jurisdictions are actively collaborating on the project in all project phases.
- Competitive grant applications should demonstrate how the project furthers this coordinated and integrated approach to planning. For example:
    - Demonstrate how the project will support or align with the region's Regional Early Action Planning (REAP)[3] grant investments or other regional planning or implementation efforts. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. Eligible uses include projects that invest in infrastructure to expand active transportation and fund and implement parking and transportation demand management programs or ordinances.

[3] REAP Website: Programs: Active | California Department of Housing and Community Development

- Describe how the project aligns with state housing policies and goals by serving a community within ½ mile of a transit station or stop that has received a positive Prohousing Designation Program score, certified by HCD.
- Explain how the project is located in an area that has earned a Prohousing Designation and positive scores for Prohousing Enhancement policies from HCD. Jurisdictions supporting integrated housing, land use, and transportation planning may have policies that include Prohousing Enhancement Factors, which represent a multi-faceted approach to planning objectives, are consistent with state priorities, go beyond state law, etc. Competitive applications may also identify a jurisdiction's policies that promote housing development and reduce VMT. For information about the HCD Prohousing Designation Program and how applicants can develop a competitive application with Prohousing Enhancement Factors or VMT reducing policies, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning*. HCD will highly recommend awards for City and county primary/sub-applicants that earn this designation.

Project Management

- **Scope of Work**: Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule**: Refer to the Cost and Schedule Checklist in Appendix B.

3. SUSTAINABLE COMMUNITIES FORMULA

$12.5 million will be distributed to the MPOs on a formula basis. The formula funds for the MPOs will reflect the same formula used to distribute Federal Highway Administration (FHWA) Metropolitan Planning PL funds.

The FHWA PL formula has three components:

1. A base allocation
2. A two-part population component which distributes funds by the proportion of the total population of each MPO based on California Department of Finance estimates each January
3. An Air Quality component based on the proportion of federal Congestion Mitigation Air Quality funds to total programmatic FHWA PL funds

3.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities Formula is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).



The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS/APS (where applicable) and the RTP Guidelines Appendices K and L.

The specific objectives, eligibility requirements, and performance considerations for the Sustainable Communities Formula Grants awarded to MPOs are consistent with the Sustainable Communities Competitive Grants.

The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS/APS (where applicable) and the RTP Guidelines Appendices K and L. In addition, MPOs are strongly encouraged to administer Sustainable Communities Formula funding in a transparent manner and maintain non-profit eligibility, consistent with the legislative intent of SB 1 - The Road Repair and Accountability Act of 2017.

3.2 Guidance and Approval Process

Minimum Eligibility Criteria

MPOs should meet the following minimum eligibility criteria to apply for Sustainable Communities Formula grants:

- Of the Consolidated Planning Grant, FHWA PL carryover is at or below 100 percent of the annual FHWA PL allocation
- Have an RTP SCS/APS that meets the SB 375 GHG reduction targets
- Meet civil rights and environmental justice obligations, as summarized in Section 4.2 of the RTP Guidelines

If an MPO does not meet the minimum eligibility criteria listed above by **April 30, 2024**, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

IMPORTANT NOTE:

✓ If an MPO does not meet the minimum eligibility criteria, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

Annual Draft Overall Work Program (OWP) Development and Approval Process

Sustainable Communities Formula Grants are part of the annual draft Overall Work Program (OWP) development and approval process. The draft OWP process includes meaningful consultation with Caltrans district staff and the Headquarters Office of Regional and Community Planning (ORCP). MPOs are responsible for including a draft Work Element(s) for Sustainable Communities Formula Grant funds in the draft FY 2024-24 OWP and sending a list of activities using the provided template to Caltrans, no later than **March 1, 2024**. Draft OWPs are submitted to the district Regional Planning Liaison who will coordinate with ORCP. The draft Work Element(s) should include an explanation of how the project supports the Sustainable Communities Grant Specific Objectives and provide the same level of detail included in the grant application Scope of Work and Cost and Schedule for the Sustainable Communities Competitive Grants. The Work Element name and number must remain unchanged until the project(s) is completed. If Work Elements do not provide enough detail, MPOs will need to submit the competitive grant application Scope of Work and Cost and Schedule. More information and detailed requirements are outlined in the *SB 1 Guidance for OWPs and Requests for Reimbursements*, available upon request.

3.3 Example Project Types

MPOs have flexibility for how the Formula Grant allocation is administered. For example, MPOs may use these funds for a regional competitive grant program, integrated land use and transportation planning activities related to developing their SCS/APS, carrying out the best practices cited in the RTP Guidelines, or a combination thereof. If an MPO uses Formula Grant funds to administer a regional grant program, the MPO must submit their grant program criteria and list of eligible applicants and sub-applicants to the Caltrans district and ORCP. This step is to ensure the MPO's grant program aligns with the Caltrans Sustainable Communities Competitive Grants, including city and county housing element compliance. MPOs will also submit a list of awarded grants to the Caltrans district and ORCP. MPOs should coordinate the submittal of this information with the Caltrans district and ORCP to avoid delays for releasing the call-for-projects and grant awards. For additional example project types, refer to Chapter 2.2.

3.4 Eligible and Ineligible Activities and Expenses

Refer to Chapter 2.3 for eligible and ineligible activities and expenses.

3.5 Formula Grant Allocation Estimates

The following funding table estimates how formula funds may be distributed to each MPO, contingent upon meeting the minimum eligibility criteria:

Sustainable Communities Formula Grants	
Metropolitan Planning Organization	**Total Formula Grant Allocation**
Tahoe Metropolitan Planning Organization	$160,750
Madera County Transportation Commission	$164,209
Kings County Association of Governments	$162,943
Shasta Regional Transportation Agency	$163,172
Butte County Association of Governments	$180,569
Merced County Association of Governments	$197,424
San Luis Obispo Council of Governments	$195,962
Tulare County Association of Governments	$246,944
Santa Barbara County Association of Governments	$224,579
Stanislaus Council of Governments	$291,053
San Joaquin Council of Governments	$341,671
Kern Council of Governments	$374,899
Association of Monterey Bay Area Governments	$315,267
Fresno Council of Governments	$407,484
Sacramento Area Council of Governments	$774,991
San Diego Association of Governments	$1,021,553
Metropolitan Transportation Commission	$2,106,140
Southern California Association of Governments	$5,170,390
Total	**$12,500,000**

4. CLIMATE ADAPTATION PLANNING

Climate change adaptation aims to anticipate and prepare for climate change impacts to reduce the damage from climate change and extreme weather events. Adaptation is distinct from, but complements, climate change mitigation, which aims to reduce GHG emissions. This funding is intended to advance adaptation planning on California's transportation infrastructure, including but not limited to roads, railways, bikeways, trails, bridges, ports, and airports.

The State-funded Climate Adaptation Planning grants ($31.9 million) will support tribal, local, and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure. Applicants at all stages of adaptation planning efforts including those who have not yet started adaptation work are encouraged to apply.

Climate adaptation planning projects are defined by:

- Identification of transportation system vulnerabilities and climate-related risks to existing transportation infrastructure, including resilience improvement plans.
- Identification of adaptation planning projects that address climate risk impacts to existing transportation infrastructure including sea level rise, storm surge, changes in temperature and precipitation.
- Planning for specific climate projects that can be programmed in existing local or regional transportation plans.

4.1 Purpose and Specific Objectives

California's climate leadership has made the ambitious commitment to reduce greenhouse gas emissions and facilitate a transition to a carbon neutral economy. However, as made clear by the impacts already affecting California and the recent IPCC report, impacts of climate change are occurring sooner than expected and they disproportionately affect the most vulnerable among us (See Appendix A. for IPCC report). Many impacts, such as increased wildfires, droughts, landslides, rising sea levels, floods, severe storms, heat waves, and impacts to wildlife, are already occurring already and are expected to become more frequent and severe.

Climate change is increasingly impacting the State's transportation system. Adaptation efforts will enhance the resiliency of the transportation system to better withstand climate impacts. The overarching goal of this grant program is to support planning actions at local and regional levels that advance climate change adaptation efforts on the transportation system, especially efforts that serve the communities most vulnerable to climate change impacts. Taking steps now to adapt to climate change will protect public health and safety, infrastructure, and the California economy into the future.

Caltrans awarded three cycles of local adaptation planning grants allocated through the passage of SB 1. This program operated from FY 2017-18 through FY 2019-20 and was able to fund innovative tribal, local, and regional adaptation planning grants across California. Examples of the completed projects supported by the SB 1 Climate Adaptation Planning Grant Program can be found on the California Adaptation Clearinghouse's case study[4] page. The current funding in this program aims to build upon the successful SB 1 program to further advance transportation adaptation planning.

[4] Adaptation Clearinghouse's case study website: https://resilientca.org/challenges/

Equity, including regional representation, will be considered when awarding projects. A minimum threshold of 50 percent of the funds has been identified for projects that benefit underserved communities, which includes Tribal, local, regional, and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C. Caltrans/Regional Agency Boundaries Map, which indicates rural areas). For purposes of the grant program, acceptable underserved communities definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined underserved communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Furthermore, up to 10% of the funds ($3.9 remaining) will be set-aside for Native American Tribal Governments.

Climate Adaptation Planning grant applicants must demonstrate how the project fits the Grant Specific Objectives listed below, as appropriate for the applicant and project type. Additional resources (guidance, data sources, etc.) to assist in achieving these objectives can be found in Appendix A:

Applicants are required to demonstrate how the proposed effort will accomplish one or more of the following:

- Identify specific transportation infrastructure vulnerabilities[5] to climate change impacts.
- Identify adaptation strategies and specific actions to remedy identified climate-related vulnerabilities, including short-, medium-, and long-term strategies that will address the overall risk for the entire service life of the asset or capital project using the best available science and guidance.
- Include economic analysis and/or cost-benefit analysis of identified adaptation strategy or strategies when applicable.

Applicants must also demonstrate how the proposed effort will accomplish one or more the following:

- Identify benefit(s) to underserved communities, including transit-dependent populations.
- On-going collaboration and partnerships between sectors and jurisdictions, across levels of government at a regional scale.
- Identify co-benefits of the adaptation work, such as benefits to public health, natural ecosystems, air quality, social equity, the economy, or reductions in greenhouse gas emissions. Projects prioritizing nature-based solutions through natural and green infrastructure planning and adaptation strategies will be prioritized.

[5] Transportation infrastructure includes, but is not limited to, roads, railways, bikeways, trails, bridges, ports, and airports. Vulnerable transportation infrastructure is transportation infrastructure that is susceptible to the impacts of climate change (e.g., a pedestrian-use trail that cuts through a forested area that is expected to see increased fire risk due to climate change).

- Consistency with priorities and goals of the 2021 California State Adaptation Strategy, as well as any applicable local/regional resilience planning, and that the effort will identify ways to incorporate transportation-related climate adaptation needs into existing transportation plans.
- Projects must include a multistakeholder process that provides an opportunity for meaningful community engagement from communities potentially impacted by any projects identified or developed as part of the planning grant.

Competitive applicants will demonstrate one or more of the following:

- Alignment with or augmentation of existing plans, including climate action plans/adaptation plans, hazard mitigation plans, safety elements of general plans, resilience improvement plans, and/or Certified Local Coastal Programs[6], that will lead to the identification and development of capital projects that can be programmed as part of local or regional transportation plans. Projects should follow State Guidance on Adaptation Planning (see Appendix A) or be aligned with local plans.
- Collaboration and partnerships with diverse external stakeholders such as businesses, non-governmental agencies, community-based organizations, Federal, state, or local agencies, and community residents.
- Consideration of the adaptation needs of environmental resources in proximity to the transportation system such as coastal resources including but not limited to tidal marsh or beaches, wildlife connectivity, wetlands, or fish passage needs.
- Consideration of public access and Complete Streets' needs.

4.2 Example Project Types

Caltrans aims to fund a variety of project types from a diverse pool of applicants to respond to these climate impacts. Applicants who have adaptation planning efforts underway, as well as those who have not yet started adaptation planning, are encouraged to apply.

The examples below are provided to illustrate the range of projects that may be appropriate for the grant program, as well as to provide ideas to potential applicants. The project types range from initial vulnerability assessment and broad planning efforts to project-level planning needs, for instance through local studies on natural hazards to inform a future project. Proposed projects are not constrained by the examples below.

- **Climate Vulnerability and Risk Assessments** (identification of climate vulnerabilities and risks to transportation infrastructure)

- **Planning for extreme weather events,** which could include:
  - Evacuation planning.
  - Identifying communities and individuals with inadequate access to transportation options (e.g., survey to determine number and location of transit dependent residents).
  - Planning for increased transportation options (e.g., multimodal) in evacuation corridors.
  - Planning for roadway warning systems for extreme weather events.

[6] More information about Certified Local Coastal Programs and whether a project is located in this area can be found on the Coastal Commission's website and further verified by reaching out to Coastal Commission staff at the applicable Coastal Commission District office. https://coastal.ca.gov/lcps.html

  - Planning and evaluating for decentralized energy storage needs for electric vehicle charging infrastructure to safeguard against loss of power and impacts to electric vehicles due to climate-related grid disruptions.

- **Transportation Infrastructure Adaptation and Resilience Improvement Plans, and/or integration of transportation adaptation planning into existing plans** such as a climate mitigation or adaptation plan, Certified Local Coastal Program, Hazard Mitigation Plan, General Plan (including compliance with Senate Bill 379 requirements (Jackson, Chapter 608, Statutes of 2015)), **or other related planning efforts, including project-level planning for capital projects.** For instance, this can include:
  - Prioritization of adaptation needs and strategies in a given region/location.
  - Project-level planning that can be programmed through an existing local or regional transportation plan, such as evaluating infrastructure resilience to climate impacts, especially projects that integrate natural infrastructure or provide multiple benefits. Specific examples could include: adaptation strategies related to realigning/relocating transportation infrastructure impacted by sea level rise; providing transit shelters with shade, water, or other means of cooling in locations expected to see temperature increases; preparing for increased landslide risk; etc.

- **Natural and green infrastructure planning** (e.g., wetlands restoration along transportation corridors to protect transportation infrastructure from flooding and storm impacts, identifying and removing barriers to habitat and wildlife connectivity.)

- **Technical feasibility studies required to advance project-level adaptation planning,** for instance coastal hazards analysis at a potential adaptation project location, or a precipitation study that incorporates future climate risk.

- **Technical assistance projects for under-resourced and climate vulnerable communities to perform climate adaptation planning.**

- **Development of educational resources, trainings and workshops for local jurisdictions and transportation service providers on any of the above listed adaptation planning activities.**

4.3 Eligible and Ineligible Activities and Expenses.

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Eligible Activities and Expenses

Please consult with Caltrans district staff for clarification regarding specific eligible activities or expenses. Example eligible costs include:

- Staff time
- Consultant time
- Up to 30 percent design or conceptual drawings
- Data and geospatial analysis
- Report writing and the development of associated graphics
- Community surveys, meetings, charrettes, and focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups

- Project-specific staffing
- Web application development and dashboard
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under this grant program. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Projects without a transportation nexus
- Project Initiation Documents
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Regional Transportation Plans (RTP) or updates to the RTP
- Construction projects or capital costs, such as the building of a facility, or maintenance
- Purchasing of office furniture or other capital expenditures
- Decorations (e.g., for public workshop events)
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., "Stuff We All Get" (SWAG), full meals, prizes, freebies, promotional/marketing items, stipends
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

4.4 Tips for a Successful Climate Adaptation Planning Grant Application

Strong applications will integrate all aspects of the grant program's purpose and specific objectives listed above. Additionally, strong applications will support statewide goals and objectives currently being implemented by the State of California, including the Grant Program Considerations (see Chapter 1.2).

Some guidance is provided below; however, it is not intended to be all inclusive.

Criteria for Successful Climate Adaptation Planning Grant Applications

- Clearly demonstrate how the project promotes climate change adaptation planning on the California transportation system and how the project aligns with the grant specific objectives.
- Partner with Caltrans to identify and address statewide, interregional, or regional transportation adaptation needs in the State highway system (or multimodal transportation system for transit-focused and/or active transportation projects.
- Strengthen government-to-government relationships.

- Demonstrate that the proposed planning effort will lead to adaptation project funding proposals and/or programmed system improvements. This can include advancing planning to lead to project development through development of a cost estimate, pursuing a technical feasibility study for adaptation options, and/or developing a conceptual design.
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and underserved communities, including Native American Tribal Governments and rural communities.
- Encourage stakeholder collaboration and include active community engagement.
- Promote the region's RTP SCS (where applicable), State planning priorities (Government Code Section 65041.1), and climate adaptation goals (State Adaptation Strategy).
- Demonstrate that the proposed planning effort will use the best available science for climate change projections.
- For proposed planning efforts in the California Coastal Zone, demonstrate that all analyses and final deliverables will be consistent with the applicable Certified Local Coastal Program, California Coastal Act (for projects in the Coastal Commission's retained jurisdiction), and Coastal Commission guidance documents on sea level rise, environmental justice, and Tribal community engagement.

General Tips

- Refer to existing State guidance on climate adaptation planning to ensure alignment with State direction, State data, and guidance, including the California Adaptation Planning Guide, and resources that can be found on the State Adaptation Clearinghouse.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Provide tailored letters of support and photos of project area as relevant to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.
- Include Caltrans as an active partner in the study, as applicable.
- Some sections of the grant application may seem redundant when discussing underserved community engagement, overall public engagement, and stakeholder involvement. Although the general public and underserved communities are stakeholders for any project, for application purposes, the strategy and methods for engaging these groups will be different, as described below.
    - Overall public engagement will describe the general strategy to engage the public at large;
    - Underserved communities' engagement will explain how the project will go above and beyond business as usual to address the specific needs of underserved communities and use unique methods to involve these groups in the decision-making process; and
    - Stakeholder engagement will explain how partner agencies, businesses, and/or

non-profit community-based organizations will be involved throughout the project.

Project Management

- **Scope of Work**: Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule**: Refer to the Cost and Schedule Checklist in Appendix B.

5. STRATEGIC PARTNERSHIPS

$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and $3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of $4.5 million, will be distributed through a competitive program to MPOs and RTPAs. Funding distribution for the competitive program will depend on the quality and number of applications.

5.1 Purpose and Specific Objectives

Strategic Partnerships are intended to fund planning projects that partner with Caltrans to address needs on or connecting to the State Highway System (SHS), while the transit sub-category will address multimodal planning projects that focus on transit.

The objectives of the Strategic Partnerships and Strategic Partnerships - Transit grants are to:

- Strengthen government-to-government partnerships
- Accomplish the Federal Planning Factors
- Achieve the Caltrans Mission and the Grant Program Objectives

5.2 Federal Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism

5.3 Example Project Types

Example Project Types - Strategic Partnerships

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Comprehensive Multimodal Corridor Plans
- Corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Development of planning activities intended to result in investment in sustainable transportation projects
- Enhanced tools to capture GHG benefits of Operations and System Management projects
- Integration of transportation and economic development
- Planning for sustainable freight
- Planning for transportation safety
- Studies for relinquishment of state routes
- Statewide or interregional research or modeling tools
- Transportation demand management plans
- System investment prioritization plans
- Assessment and integration of new technology
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Example Project Types - Strategic Partnerships Transit

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide transit planning surveys and research
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multi-modal transportation network
- Transit technical planning studies to optimize system performance
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

5.4 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Virtual outreach activities and on-line meetings
- Travel expenses (See Chapter 6.5 for details)
- Up to 30 percent conceptual drawings and design
- Equipment (as defined in 2 CFR Part 200.33)[7] purchases must remain under $5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436[8] provides the criteria for depreciation, at the Govinfo website.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents

[7] Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33

[8] Govinfo, 2 Code of Federal Regulations, Part 200.436, 2022, https://www.govinfo.gov/app/details/CFR-2022-title2-vol1/CFR-2022-title2-vol1-sec200-436

- Program or project implementation
- Repurposing unspent grant funds
- Consultant mark-ups
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items, stipends
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

5.5 Tips for Successful Strategic Partnerships Grant Applications

Criteria for Successful Strategic Partnerships Grant Applications

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State highway system (or multimodal transportation system for transit-focused projects)
- Strengthen government-to-government relationships, and
- Result in programmed system improvements

General Tips

- Refer to Appendix A. Multimodal System Planning guidance documents in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project.
- If applicants/supporters do not have the time/resources to provide tailored letters of

support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.

Project Summary

- Concisely describe the project in less than 150 words. Explain "What parties are involved, the proposed major milestones, and why the project is necessary."

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.

Grant Specific Objective

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule :** Refer to the Cost and Schedule Checklist in Appendix B.

6. GRANT PROJECT ADMINISTRATIVE REQUIREMENTS

The content of this chapter should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

6.1 Coordination with Caltrans

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost and Schedule, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

Caltrans may contact grantees to participate in peer exchange forums to promote information sharing and best practices.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

6.2 Third Party Contracts

The agreements between a grantee and a sub-applicant/recipient, consultant, or sub-consultant are often referred to as "third party contracts." An eligible sub-applicant should be identified by an eligible applicant at the onset of the application. Eligible sub-applicants/recipients may be added to an application after award with prior Caltrans approval. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used.

Grantees may use their agency's procurement procedures as long as they comply with the State Contracting Manual, Chapter 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of the agreement with Caltrans. In addition, work can only be contracted if it has been stated in the applicant's Scope of Work and Cost and Schedule. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters into a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5,[9] the Local Assistance Procedures Manual, Chapter 10,[10] and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained, and copies of

[9] California State Contracting Manual Volume 1, Chapter 5, 2018, https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

[10] Caltrans Local Assistance Procedures Manual, Chapter 10, 2020, https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm

all agreements must be submitted to Caltrans. For more information on third party contracting, visit the State Contracting Manual and the Local Assistance Procedures Manual Websites.

6.3 Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR to Caltrans district staff.

Quarterly Progress Report Timeframes			
Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
July – September	October – December	January – March	April – June

For MPOs and RTPAs, the progress and expenditure of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

6.4 Integrated Climate Adaptation and Resiliency Program (ICARP) Case Studies

Caltrans and the Governor's Office of Planning and Research are sharing the lessons learned from this grant opportunity to inform other existing or new state grant programs. To this end, Climate Adaptation Planning primary grant recipients will prepare a final case study/write-up upon grant completion to be included in the ICARP Clearinghouse (described in Appendix A., Pages 70-71), which was developed to share information, resources, and case studies with local and regional jurisdictions. Previous case studies can be found on the ICARP Case Study website[11]. These case studies will be used to develop guidance for adaptation work in the future. Caltrans will share progress reports with the ICARP Technical Advisory Council at regular intervals.

Climate Adaptation Planning grant recipients are also invited and encouraged to request technical assistance support from the ICARP program, including bringing key challenges or lessons learned to the Technical Advisory Council for their input. Caltrans staff will provide ICARP contact information upon request.

Final Case Study Requirements:

- Include images and GIS files of maps, when applicable
- Emphasize processes or results that can be adapted or replicated for use in multiple jurisdictions or in various parts of the state
- Document the underserved community's involvement throughout the entire process of the proposed project and tools used to capture this information

[11] ICARP Case Study website: https://resilientca.org/case-studies/

6.5 Invoicing and Financial Requirements

Pre-Award Audit

The Sustainable Communities grants are available in amounts up to $700,000, Strategic Partnerships grants are up to $500,000 and Climate Adaptation Planning grants are up to $3,000,000. However, any awarded grant in excess of $250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of State or federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans. If a pre-award audit is needed, the local Caltrans district office will contact the grantee to facilitate the appropriate action.

Accounting Requirements

Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records, and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200. It is the grantee's responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Cost and Schedule. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

Local Match

All grant project tasks/activities require a grant amount and a local match, except a grant amount for administrative Tasks 01, 02 is optional. The local match is a financial requirement that demonstrates the grantee/local agency is vested in the project.

Because the local match is part of the total project cost, the local match can only fund eligible grant activities. Therefore, grant recipients must fund ineligible activities with funds other than the local match.

The local match can be all cash, all third-party in-kind contributions, or a combination of the two. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is identified in the Cost and Schedule at the Task level.

Beginning with FY 2021-22, grantees can provide a tapered local match, which allows grantees to vary the required local match ratio for each task and with every Request for Reimbursement. Applicants must identify if they will utilize the tapered match on the Cost and Schedule. Grantees agree to satisfy the total local match amount by the grant expiration date.

Local Match Sources

- **Sustainable Communities Competitive and Technical**
  Federal toll credits, FHWA PL, and FTA Section 5303, and Sustainable Communities Formula are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.
- **Sustainable Communities Formula**
  Federal toll credits are an ineligible match source; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with federal Consolidated Planning Grant (CPG) funds (i.e., FHWA PL or FTA Section 5303), the work must all be eligible. However, federal approval is required as CPG objectives may differ and must be aligned with Sustainable Communities Formula specific objectives and 23 CFR Part 450 requirements.[12]
- **Climate Adaptation Planning**
  Federal toll credits, FHWA PL, and FTA Section 5303, and Sustainable Communities Formula are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

  Local match is not required for Native American Tribal Governments.
- **Strategic Partnerships and Strategic Partnerships – Transit**
  Any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with Sustainable Communities Formula funds, the objectives for each grant must be in alignment. Caltrans approval is required.

Cash Match

- Staff time from the primary applicant counts as cash match. Staff time charged to a specific project that has been funded and or reimbursed, cannot be used to meet the match requirement for another project.
- Sub-applicant staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
- Revenue sources for local cash match can include local sales tax, special bond measures, private donations, private foundations, etc.

Third-Party In-Kind Match

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency and can be counted towards the minimum local match requirement. Examples of third-party in-kind contributions is the value of donated:

- Public outreach materials
- Interpreter Services
- Facilities
- Equipment
- Advertising
- Student volunteers and other stakeholder staff time
- Other goods and services

[12] Title 23, Code of Federal Regulations, Part 450,

https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/pdf/CFR-2004-title23-vol1-part450.pdf

The Third-Party In-Kind Valuation Plan is required to itemize and place value on donated goods and services. It must be submitted to Caltrans for approval only if the grant application is awarded. The Third-Party In-Kind Valuation Plan Checklist and Template can be found in Appendix B.

In addition:

- The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project.
- Minimum wage standards for student workers or Caltrans pay rates for equal-level volunteers are acceptable base values of volunteer time.
- Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Cost and Schedule, and the project specific Work Element in the OWP (if applicable).

Minimum Local Match Requirements

Applicants/grantees will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans. Once the agreement is executed, any decrease to local match commitments above the minimum required amount will require Caltrans approval through an amendment. The example shown in the following table illustrates the minimum local match requirement based on a grant request of $300,000. Applicants must use the Local Match Calculator[13] to ensure the correct amounts are reflected on the Grant Application Cover Sheet and the Cost and Schedule.

Minimum Local Match Requirements (Percentage of Total Project Cost)			
Grant Program	**Grant Request**	**Local Match**	**Total Project Cost**
Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships –Transit	**88.53%** Example: $300,000	**11.47%*** Example: $38,868	**100%** Example: $338,868
Strategic Partnerships	**80%** Example: $300,000	**20%** Example: $75,000	**100%** Example: $375,000

*Climate Adaptation Planning local match is not required for Native American Tribal Governments.

Indirect and Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a state award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs, also known as facilities and administrative costs or overhead costs.

Indirect Costs are costs that are incurred for a common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective.

[13] Local Match Calculator posted on-line at (will download as MS Excel spreadsheet): https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants

Reproduction costs, computer purchase, and office supplies are considered indirect costs, unless they are tied to a specific task or activity then they are considered direct costs.

Indirect Cost Allocation Plan/Indirect Cost Rate Proposal

If a grantee, including sub-recipients and third-party contractors/consultants, are seeking reimbursement of indirect costs, they must submit an Indirect Cost Allocation Plan (ICAP)or an Indirect Cost Rate Proposal (ICRP) to Caltrans. Submissions should be sent to Caltrans Internal Audits Office (CIAO) or Independent Office of Audits and Investigations (IOAI).

CIAO is responsible for the review and approval of government entities and non-profits ICAP submissions.

IOAI is responsible for the review and approval of for profit (Consultant) ICAP submissions. Consultants submit their ICAPs only when they are initially included in the contract and not on an annual basis.

IMPORTANT NOTE

- ✓ Applications must include the estimated indirect cost rate on the Cost and Schedule.

An ICAP or ICRP must be prepared and submitted yearly in accordance with 2 CFR, Part 200. Indirect costs may be sought for reimbursement only after the grantee has received ICAP/ICRP approval from CIAO. For guidance on the ICAP/ICRP submission process, visit Caltrans Internal Audit Office[14] and the Caltrans LAPM Chapter 5 Accounting/ Invoicing. [15]

Most Common Types of Indirect Cost Rates

The following are the most common types of Indirect Cost Rates:

- Fixed Rate
- Final Rate
- De Minimis Rate
- Safe Harbor Rate

Changes to the De Minimis Rate are outlined in the revised 2 CFR Part 200.414(f)[16] that became effective November 12, 2020.

Applications must include the estimated indirect cost rate on the Cost and Schedule.

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Cost and Schedule. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees). Any request for reimbursement that exceeds the State rates will

[14] Caltrans Internal Audits Office, ICAP/ICRP Submission Process, 2022, https://dot.ca.gov/programs/audits/submission-review-main

[15] Caltrans Local Assistance Procedures Manual Chapter 5, 2020,

https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

[16] Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.414(f), 2020, https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1414&rgn=div8

be denied. The grantee is responsible for paying beyond the State rates and cannot use the local match because it is an ineligible activity.

For more information on eligible travel expenses, visit the Caltrans Travel Guide Website. [17]

Requests for Reimbursements

- Grant payments are made only as reimbursements.
- Grant reimbursements will be based on actual allowable incurred costs.
- Grant costs will be reimbursed if incurred on or after the start date and the issuance of the Notice to Proceed and before the expiration date.
- Request for Reimbursements (RFRs) must be submitted at least quarterly, but no more frequently than monthly.
- A one-time, lump sum invoice or RFR for the entire grant is not allowed.
- Grantees must pay sub-recipients and subcontractors prior to submitting an RFR to Caltrans.
- Incomplete or inaccurate RFRs will be returned for correction.
- An accounting management system generated report must accompany all RFRs.
- Refer to Chapter 9.2 to determine final RFR dates
- When requesting reimbursement of indirect costs, the following items are required as part of the submitted RFR package:
    - An approved ICAP/ICRP rate must be on file for the FY in which the costs occurred.
    - A financial management system report that segregates direct/indirect costs by fund source.
    - ICAP support document spreadsheet that identifies direct charges and rate applied to those charges.

6.6 Non-Discrimination Requirements

Title VI Non-Discrimination Requirement

The FHWA and the FTA each have requirements that recipients of Metropolitan Planning federal funds must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance reflects not only the law but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program. Refer to the Caltrans Title VI website[18] for more information.

Disadvantaged Business Enterprises

Successful grant applicants are expected to market contracting opportunities to all small businesses, including DBEs and Disabled Veteran Business Enterprises.

[17] Caltrans Travel Guide, 2020, https://dot.ca.gov/programs/accounting/travel-guide

[18] Caltrans, Title IV of the Civil Rights Act of 1964, 2020, https://dot.ca.gov/programs/civil-rights/title-vi

Grant recipients of federal funds are required to report any contracting opportunities that may involve DBE participation. DBE reporting is required twice a year: April 1 and October 1. For details about DBE requirements, visit the Office of Regional Planning website.[19]

6.7 Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FHWA, FTA, or Caltrans' financial participation on the cover or title page. An Americans with Disabilities Act of 1994 (ADA)-accessible electronic copy of all final reports shall be forwarded to the Caltrans district office responsible for the administration and oversight of the grant. There are resources to assist with development of ADA compliant documents.[20]

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

Applicants should thoughtfully develop the project title. Once a Caltrans grant agreement is executed, changes to the original grant project title are not allowed. Grantees may use an "Also Known As" (AKA), but both the AKA and the original title must be included in the final product.

Grantees must submit their final product with the final RFR to Caltrans for approval and reimbursement. Grantees will not be reimbursed for activities that are not completed, and the activity budget must be left unexpended.

6.8 Project Close-Out Survey

Once awarded grant projects are completed, grantees will complete a close-out survey to describe the successes and challenges of their project. The survey will give the opportunity to (1) highlight successes and obstacles in project implementation of the concepts identified by the planning process, (2) identify best practices in transportation planning, with an emphasis in public engagement, and (3) identify studies/plans that have been or will be funded for continued project development. Information from the survey will be compiled into a report to illustrate the value of the grant program and inform planning practitioners in their planning efforts. Caltrans' goal is to provide transparency and accountability for the program, as well as to use the survey feedback to better serve future grant applicants.

[19] Office of Regional Planning, Disadvantaged Business Enterprise, https://dot.ca.gov/programs/civil-rights/dbe

[20] State of California Accessibility Website: https://www.ca.gov/accessibility/

California Department of Rehabilitation Accessibility Website: https://www.dor.ca.gov/Home/Accessibility

MS Office Support Video: https://support.office.com/en-us/article/video-check-the-accessibility-of-your-document-9d660cba-1fcd-45ad-a9d1-c4f4b5eb5b7d

6.9 California Public Records Act

All applications are subject to the California Public Records Act of 1968[21]. As such, applicants may be contacted by anyone who requests their grant application. While Caltrans is obligated to share applications at any time, awarded applicants should avoid a potential conflict of interest when contacted by consultants who may inquire about the grant-funded project and not give the consultant an unfair advantage for the consultant procurement process.

[21] Leg info, California Government Code, Sections 6250 - 6270.7, https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.

7. APPLICATION SUBMITTAL PROCESS

The Sustainable Transportation Planning Grant Program is highly competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

7.1 Applicant Eligibility

Primary applicants must have statutory authority to conduct transportation/transit planning for their jurisdiction. Generally, the local and regional agencies have this specific authority. Native American Tribal Governments must be Federally recognized to be eligible. Refer to the public entity's bylaws to find this information.

7.2 Early Coordination and Technical Assistance for Primary Applicants

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate primary applicant to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate primary applicant process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP SCS/APS for the entire MPO region and do not duplicate efforts being applied for or already awarded to the MPO.

Caltrans district staff (See Appendix D) are available during the application period to answer questions and help interested groups complete their applications.

For questions specific to the Grant Application Guide, applicants are also welcomed to contact:

Application Guide Technical Assistance	Contacts
Sustainable Communities and Strategic Partnerships	**Grant Management Branch** Caltrans Division of Transportation Planning Office of Regional and Community Planning Email: Regional.Planning.Grants@dot.ca.gov
Climate Adaptation Planning	**Julia Biggar, Climate Change Branch Chief** Caltrans Division of Transportation Planning Office of Air Quality and Climate Change Email: Julia.Biggar@dot.ca.gov
Questions about Housing Element Compliance for Sustainable Communities Competitive and Technical	**Paul McDougall** Department of Housing and Community Development Email: Paul.McDougall@hcd.ca.gov

7.3 Application Submittal Instructions

The Grant Application Guide, Application forms, and required templates are available on the Caltrans Sustainable Transportation Planning Grant Program website, at: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants

- All grant application packages are required to be submitted via Smartsheet
- Smartsheet features work better with Google Chrome browser
- Smartsheet progress cannot be saved. To avoid issues, follow these instructions:
  1. Complete the Application Cover Sheet in MS Word
  2. Copy and paste the Application Cover Sheet fields into the Smartsheet form
  3. Have the PDF attachment ready to upload into the Smartsheet form
- An agency may only submit one application package per Smartsheet submittal.
- An application cannot be submitted to more than one grant category.
- The required items outlined on the Grant Application Checklist in Appendix B must be submitted as a single PDF document (not to exceed 25MB); if awarded, original formats will be requested.
- All application documents must list the applicant's legal name.
- A confirmation of receipt can be sent via Smartsheet if the applicant checks the box to receive a copy of the submittal.

Submit applications via Smartsheet Form no later than
THURSDAY, JANUARY 18, 2024 BY 5:00 P.M.

Hard copies will not be accepted and late applications will not be reviewed.

Caltrans anticipated award announcements: Summer 2024

Caltrans district staff are available during the application period to answer questions and help interested groups complete their applications. Refer to Appendix D. Caltrans District Contact List for contact information.

Download the latest version of Adobe Reader DC ® to complete the application form. This version of Adobe is available free of charge.

7.4 Application Supplemental Documentation

The following documents **are not required, but enhance the overall application and typically result** in a more competitive application during the evaluation process:

Letters of Support

If submitted, letters of support must be included with the application package. Letters received separate from the application package may not be considered. The letters should be addressed to the applicant. Such letters can come from community-based organizations, local governments, regional governments, Native American Tribal governments, service agencies, and elected officials.

Graphics

Clearly labeled photographs, maps, planning diagrams, land use or design illustrations, or other relevant graphic representations of the proposed project area convey existing conditions and help to further explain the need for the grant and the priority of the proposed planning project with respect to community need. Please ensure that graphics include a text description to provide context.

The following documents are not required, but enhance the overall application and typically result in a more competitive application during the evaluation process:

- Letters of Support
- Graphics
- Safety Data
- Travel Mode Data
- Other Data

Safety Data

Statistical data such as pedestrian-vehicle injuries/crashes or fatalities resulting from lack of safe infrastructure, or other road conditions that contribute to possible injuries. This information may be obtained from police reports, transit agencies, National Highway Traffic Administration, or the Governor's Highway Safety Association.

Travel Mode Data

Data on mode share, commute patterns, accessibility for low-income and underserved populations, access to job centers, or other data to show the need and potential for mode shift to non-auto transportation modes.

Other Data

As applicable, to indicate the need and potential for reducing VMT and GHG, where available.

8. APPLICATION REVIEW PROCESS

8.1 Two-Tiered Application Review Process

This chapter provides a brief overview of the grant application review process. Grant application evaluation is a two-tiered process that consists of:

- Caltrans District Review and Evaluation
- Caltrans Headquarters (HQ) Interagency Review Committees Evaluation

Caltrans district staff conducts the first-level review of all applications for content, submission of proper documentation, overall relationship to regional and local planning efforts, and documents their evaluations. Caltrans district staff scores, prioritizes, and recommends the most highly ranked Sustainable Communities and all Strategic Partnerships applications for the next level of review with the Interagency Review Committees. Grant applications from Native American Tribal Governments, Transit Agencies, and proposed projects spanning multiple Caltrans districts or projects having a statewide significance, may also move on directly from Caltrans districts to HQ for review.

The HQ Interagency Review Committees conduct the second-level review and comprise staff from Caltrans HQ, the Federal Highway Administration, the Federal Transit Administration, the California Department of Housing and Community Development, the California Department of Public Health, the Governor's Office of Planning and Research, the Strategic Growth Council, and the California Air Resources. Caltrans HQ also coordinates with internal specialists, depending on the grant application subject matter, to provide high-level reviews of the proposed project to avoid funding duplicative efforts or efforts that are not supportive of State planning efforts. The committees for each grant category convene to develop funding recommendations that are approved by every level of Caltrans management and the California State Transportation Agency.

8.2 Application Evaluation/Scoring Process

Grant applications that address every aspect of the grant specific objectives will score higher overall. Caltrans has diverse applicants and project types, which makes it difficult to use a one-size fits all scoring rubric that would not unintentionally put some applicant/project types at a disadvantage. Therefore, applications will be scored based on how well they are able to describe the project, justify need, incorporate the grant specific objectives, and develop a Scope of Work and Cost and Schedule, all in accordance with this grant guide, samples and checklists provided, as applicable and appropriate for the applicant and project type. Once the grant review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management and California State Transportation Agency for approval.

8.3 Past Performance Award Considerations

Previous Caltrans transportation planning grantee performance will be considered during the evaluation process. Applicants with a history of inadequate performance and/or unresolved past grant performance issues may be at a competitive disadvantage in the application review process. Past performance issues could include the following:

- Poor grant project management
- Lack of communication/coordination with Caltrans
- Failure to achieve grant project milestones
- Untimely invoice submittals

- Excessive balances and consistently relinquish transportation funds administered by Caltrans Planning
- Unresolved audit issues or findings
- Overall poor quality of the final grant product
- Failure to satisfy the required state and federal planning requirements including submittal and administration of OWPs, RTPs, and Transportation Improvement Programs

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include denial of extenuating circumstance time extension requests and termination of the grant.

9. APPLICATION AWARD PROCESS

9.1 Award and Non-Award

Successful grant applicants will receive an award letter via email. A list of award and non-awarded grants will be posted to the Caltrans Sustainable Transportation Planning Grant Program website.

Caltrans Sustainable Transportation Planning Grant Program Website:

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants

Conditional Award Teleconferences

Each grantee will receive a Conditional Award Letter that outlines the grant project cost, important expiration and final invoice dates.

Caltrans district staff will schedule individual teleconferences to provide the specific and general conditions of grant acceptance that are necessary to accept grant funding, including any revisions to the grant application, Scope of Work and Cost and Schedule. Conditions may include revisions to the project Scope of Work to bolster public participation, consider land use and housing, and to coordinate with local housing and community development departments and health departments. Awardees are required to submit all supporting materials and a signed agreement or risk forfeiting the grant award.

Non-Award Teleconferences

Unsuccessful grant applicants are encouraged to request a debriefing from Caltrans. Applicants typically receive specific comments from the District/Interagency Review Committee on how to improve applications to re-apply in a future grant cycle. If the application advanced to the second-level review, HQ provides the Interagency Review Committee score, as well as how close the application was relative to the cut-off score for available grant funding. Applicants sometimes apply two or three times before they are successful due to the competitiveness of the grant program.

9.2 Contracting with Caltrans

All awarded grant funds must be under an executed agreement with Caltrans during the State FY 2024-25. The project start date depends on the method of contracting with Caltrans.

MPOs and Rural RTPAs

All MPOs/RTPAs with a current Master Fund Transfer Agreement (MFTA) must have the entire grant award and local match programmed in the FY 2024-25 OWP within 90-days of receiving the signed FY 2023-24 reconciliation letter. Due to the competitiveness of this grant program, failure to program funds may result in forfeiture of grant funds. MPOs/RTPAs should include a place-holder Work Element in the Draft FY 2024-25 OWP and satisfy specific grant conditions before the first FY 2024-25 OWP amendment. MPO/RTPAs can anticipate starting their projects in November 2024, after the OWP amendment is processed and Caltrans issues a formal Notice to Proceed.

Non-MPOs/RTPAs

Grantees that do not have a current MFTA with the Caltrans Office of Regional and Community Planning (i.e., cities, counties, transit agencies, Tribal Governments), Caltrans will contract directly with the primary grantees through the Restricted Grant Agreement (RGA) process. For grantees

that undergo the RGA contracting process, work may begin as early as November 2024, assuming the grantee has received a fully executed contract and Caltrans district staff send a formal Notice to Proceed which allows grantees to begin work.

Estimated Project Start/Expiration Dates

It is important for applicants to reflect the estimated project start date in the Scope of Work and Cost and Schedule. Project Timeline constraints for both methods of contracting with Caltrans are provided below. Grantees must consider these dates when developing the Scope of Work and Cost and Schedule:

Master Fund Transfer Agreement Project Timeline (MPOs/RTPAs Only)	
November 2024	• Anticipated start date
June 30, 2027	• Grant project end/expiration date • Reimbursable work must be completed • Grant extensions are only allowed for extenuating circumstances and may require a formal Overall Work Program (OWP) amendment
August 30, 2027	• All Final Request for Reimbursements for must be submitted no later than 60 days after the end of the fiscal year to coincide with the submission of the OWP Final Expenditure Report.
Restricted Grant Agreement Project Timeline (Non-MPO/RTPAs)	
November 2024	• Anticipated start date
June 30, 2027	• Grant project end/expiration date • Reimbursable work must be completed • Grant extensions are only allowed for extenuating circumstances and require a formal amendment.
August 30, 2027	• Final Request for Reimbursements and final products must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Native American Tribal Governments

Native American Tribal Governments have the following options for contracting with Caltrans:

(1) **Contracting with Tribes Directly** – The authority Caltrans uses to contract with tribes directly comes from California Streets and Highways Code section 94. Caltrans requires tribes to provide a limited waiver of sovereign immunity that is very specifically limited in scope and in time to only apply to the grant contract itself (and to any possible audits). The RGA boilerplate template for Native American Tribal Governments is available upon request to help weigh the options for contracting with Caltrans.

(2) **Partnering with a Regional Agency** – Another mechanism for contracting with Caltrans is to collaborate with an MPO or RTPA. Caltrans can pass through grant funding to tribes for

planning projects where options or time are limited. This option uses the three-part contract, MFTA/OWP/OWPA, and is usually the quickest option to allow planning projects to get started.

(3) Transferring Funds Pursuant to 23 U.S.C. 202(a)(9) – Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to the FHWA, funds that have been so apportioned or allocated. This provision, used in conjunction with the authority under 23 U.S.C. 209(a)(9), allows State funds to be transferred to FHWA, which in turn would provide the funds to the specified Tribe.

For more information visit the FHWA website.[22]

Caltrans has successfully used the federal Section 202(a)(9) process to transfer Sustainable Communities grant funds to a Native American Tribal Government. In order to use this transfer process, an agreement would need to be in place with the FHWA or the Bureau of Indian Affairs, the Tribe, and the State that clearly identifies the project and the roles and responsibilities of all parties. Each interagency fund transfer includes 1) a fund transfer template and 2) an addendum lining out the specifics of the terms. This option requires involvement and approval by Caltrans Legal and the funds must be used for the intended purpose of the awarded Sustainable Communities grant.

[22] Federal Highway Administration, Office of Tribal Transportation , 2020 https://flh.fhwa.dot.gov/programs/ttp/documents/Funds-Transfer-Procedures-Pursuant-to-23-U.S.C.202%28a%29%289%29.pdf

APPENDICES

APPENDIX A. GUIDANCE, TOOLS, AND RESOURCES FOR PREPARING A GRANT APPLICATION

Grant Program Considerations

The Grant Application Guide incorporates guidance from many sources. The following links are provided to assist applicants in preparing a competitive grant application consistent with the grant program, specific objectives, and the Grant Program Considerations:

- Caltrans Strategic Plan
- California Transportation Plan (CTP) 2050
- Modal Plans that Support the CTP
    - Interregional Transportation Strategic Plan
    - California Freight Mobility Plan
    - California State Rail Plan
    - California State Bicycle and Pedestrian Plan
    - Statewide Transit Strategic Plan
    - California Aviation System Plan
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Climate Adaptation Strategy
- Master Plan for Aging

Caltrans Strategic Plan

The purpose of the Strategic Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

https://dot.ca.gov/-/media/dot-media/programs/risk-strategic-management/documents/sp-2020-16p-web-a11y.pdf

California Transportation Plan 2050

The CTP 2050 is the State's statutorily fiscally unconstrained long-range transportation roadmap for positive change that:

- Provides a unifying and foundational policy framework for making effective, transparent, and transformational transportation decisions in California
- Addresses the varied transportation needs of urban, suburban, rural, and Tribal communities
- Emphasizes implementation and identifies a timeline, roles, and responsibilities for each plan recommendation.

The CTP does not contain projects, but policies and strategies required to close the gap between what the regional transportation plans (RTP) aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/ctp-2050-v3-a11y.pdf

Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

Interregional Transportation Strategic Plan (ITSP)

A Caltrans document that provides guidance for the identification and prioritization of interregional transportation improvements to be funded in the Interregional Transportation Improvement Program (ITIP). The ITSP analyzes the entire interregional transportation system including highways and rail. While the ITSP informs the ITIP, the purpose of the plan is to be a guiding document for all investment in the interregional transportation system regardless of funding source.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/multi-modal-system-planning

California Freight Mobility Plan

A statewide, long-range plan for California's freight transportation system. Developed in collaboration with our partners, the California Freight Mobility Plan (CFMP) was developed by the California State Transportation Agency (CalSTA) and Caltrans in consultation with the California Freight Advisory Committee.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/strategic-freight-planning

California State Rail Plan

A statewide plan that provides a framework for planning and implementing California's rail network for the next 20 years and beyond. The Rail Plan is a strategic plan with operating and capital investment strategies that will lead to a coordinated, statewide travel system.

https://dot.ca.gov/programs/rail-and-mass-transportation/california-state-rail-plan

California State Bicycle and Pedestrian Plan

"Toward an Active California," California's first statewide plan that lays out the policies and actions that Caltrans and its partner agencies will take to achieve the Department's ambitious statewide goals to double walking and triple bicycling trips by 2020.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/f0020350-activeca-final-plan-2017-05-18-a11y.pdf

Statewide Transit Strategic Plan

The plan allows the State to prepare for the expanding landscape of personal mobility choices and the integration of urban and regional transit systems with the California High Speed Rail project. The Statewide Transit Strategic Plan highlights a sustainable transportation system that supports the outcomes of the CTP, the California State Rail Plan, and the California State Bicycle and Pedestrian Plan.

https://dot.ca.gov/programs/rail-and-mass-transportation/statewide-transit-strategic-plan

California Aviation System Plan

A multi-element plan prepared by Caltrans with the goal of developing and preserving the system of publicly owned, public-use airports and to promote the development of a safe, efficient, and sustainable air transportation system that meets the integrated mobility needs of the state of California.

https://dot.ca.gov/programs/aeronautics/california-aviation-system-plan

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability. Title VI specifically provides the following:

> *No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.*

https://dot.ca.gov/programs/civil-rights/title-vi

The following tools are provided to assist grant applicants with integrating environmental justice in their proposed activities:

EJSCREEN: Environmental Justice Screening and Mapping Tool

EJSCREEN, developed by the United States Environmental Protection Agency, geospatially displays public health and environmental data and allows users to compare local data against state and national averages.

https://www.epa.gov/ejscreen

Environmental Justice Agency Assessment 2020

The California Environmental Justice Alliance completed the fifth Environmental Justice Agency Assessment, the only one in the nation to formally examine how state agencies develop, implement, and monitor environmentally related policies that particularly impact low-income communities and communities of color. The assessments in this report are made in the spirit of holding state agencies and elected officials accountable to the public, and to provide guidance on how they can make their work more equitable.

https://caleja.org/wp-content/uploads/2021/07/CEJA-Agency-Assessment-062021-FINAL-WEB.pdf

Climate Action Plan for Transportation Infrastructure

The Climate Action Plan for Transportation Infrastructure (CAPTI) details how the state recommends investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing greenhouse gas (GHG) emissions in transportation, which account for more than 40 percent of all emissions, to reach the state's ambitious climate goals.

https://calsta.ca.gov/-/media/calsta-media/documents/capti-july-2021-a11y.pdf

California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the state's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the state's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources.

https://www.climateresilience.ca.gov/

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan and outlines five goals and twenty-three strategies to build a California for All Ages by 2030. It also includes a Data Dashboard for Aging to measure progress and a Local Playbook to drive partnerships that will assist in meeting the goals of the Master Plan.

https://mpa.aging.ca.gov/

Resources to Advance Grant Specific Objectives

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The following resources are provided in this section:

- Multimodal System Planning
- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Underserved Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use, and Transportation Planning
- Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals
- Climate Ready Transportation and Climate Adaptation Planning

Multimodal System Planning

The following guidance documents can be used in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.

Comprehensive Multimodal Corridor Plan Guidelines

The California Transportation Commission developed the Comprehensive Multimodal Corridor Plan Guidelines (plan guidelines) to provide guidance to eligible Solutions for Congested Corridors Program applicants regarding the statutory requirements for comprehensive corridor plans utilized by agencies to apply for funding through the Congested Corridors Program. Applicants proposing to develop a comprehensive corridor plan are encouraged to review the plan guidelines to ensure their application and final product would align with and compete well for the Solutions for Congested Corridors Program.

https://catc.ca.gov/programs/sb1/solutions-for-congested-corridors-program/comprehensive-multimodal-corridor-plan-guidelines

Caltrans Corridor Planning Process Guide

The Caltrans Division of Transportation Planning prepared the Corridor Planning Process Guide (Guide) for use in preparing corridor planning documents. This Guide establishes a comprehensive planning approach through desired protocols and procedures to identify and implement multimodal transportation needs. It is neither intended as nor does it establish, a legal standard for these functions.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/corridor-planning-process-guide-april-2022-a11y.pdf

Planning for Operations Strategic Work Plan

The Planning for Operations Strategic Work Plan is a statewide framework for multimodal system management planning, aims to identify the specific steps needed to implement multimodal system management planning at Caltrans and prioritize implementation actions.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/caltrans-p4ops-strategic-work-plan-2018-a11y.pdf

Caltrans Climate Change Emphasis Area Guide for Corridor Planning

Consideration of climate change adaptation and mitigation must be included in the corridor planning process. This guidance was developed to describe how to address climate risk in the context of the Caltrans Corridor Planning Process Guide's 8 steps process.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/cc_ea_guide_for_corridor_planning_march2020_a11y.pdf

Active Transportation Emphasis Area Guidance

Active Transportation is one of several distinct emphasis areas to be considered in corridor plan analysis. Caltrans Active Transportation guidance has one goal – to provide corridor planners with a framework to assess and analyze the variety of Active Transportation issues that can be addressed in Corridor Plans. As the "Eight Step" process will be required to develop Corridor Plans, this Active Transportation Emphasis Area (EA) Guidance is based upon those eight steps.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/active-transportation-complete-streets/20220131active-transportation-emphasis-area-guidance-final-version-v7a11y.pdf

Advance Transportation Related GHG Reduction Project Types/Strategies

CARB 2017 Climate Change Scoping Plan, Appendix C

The California Air Resources Board (CARB) adopted the *2017 Climate Change Scoping Plan Update* which includes *Appendix C, Vibrant Communities and Landscapes – A Vision for California in 2050*, to guide how the State develops communities, preserves and protects its landscapes, and ensures that all Californians have equitable access to housing, health care, jobs, and opportunity. Competitive Sustainable Communities grant applications will demonstrate a linkage to this land use vision.

The CARB 2017 Climate Change Scoping Plan (Appendix C) also includes *Potential State-Level Strategies to Advance Sustainable, Equitable Communities and Reduce Vehicle Miles of Travel (VMT)* which outlines a list of potential additional strategies that the State could pursue to help achieve further VMT reduction, support local and regional actions already underway, and advance multiple additional goals.

While this document is intended to guide State-level actions, many of the strategies can also be implemented at a regional and local level. Sustainable Communities grant applicants are encouraged to explore these strategies and apply them, as appropriate, to proposed planning projects.

CARB 2017 Climate Change Scoping Plan, Appendix C:
https://ww2.arb.ca.gov/sites/default/files/classic//cc/scopingplan/2030sp_appc_vmt_final.pdf

For current CARB activities and future updates on Scoping Plan efforts, visit:
https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan

Senate Bill 375

The Sustainable Communities and Climate Protection Act (SB 375) was signed in 2008. It supports the State's climate goals by helping reduce greenhouse gas emissions through coordinated transportation, housing, and land use planning.

Under the Sustainable Communities Act, the California Air Resources Board (CARB) sets regional targets for greenhouse gas emissions reductions from passenger vehicle use. CARB set targets for 2020 and 2035 for each of the 18 MPO regions.

Each of the MPO regions must prepare a Sustainable Communities Strategy/Alternative Planning Strategy (SCS/APS), as an integral part of its regional transportation plan, that contains land use, housing, and transportation strategies that, if implemented, would allow the region to meet CARB's targets. Once the SCS/APS is adopted by the MPO, CARB must review the adopted SCS/APS to accept or reject the MPO's determination that the SCS/APS, if implemented, would meet the targets.

Sustainable Communities grant applicants, where applicable, should explore their regions Sustainable Communities Strategy/Alternative Planning Strategy, and apply them, as appropriate, to proposed planning projects.

CARB SCS/APS Evaluations: https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plans-evaluations

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Senate Bill 743

Senate Bill (SB) 743 was signed in 2013, with the intent to "more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions." When implemented, "traffic congestion shall not be considered a significant impact on the environment" within California Environmental Quality Act (CEQA) transportation analysis. The CEQA guidelines have since established Vehicle Miles Traveled (VMT) as one of the measures of transportation-related environmental impact, beginning December of 2018. A key element of transportation analysis under the new guidance is forecasting induced vehicular travel.

Applicants who wish to pursue model improvements or develop VMT Mitigation Programs using Sustainable Communities Competitive Technical or Formula grants are encouraged to review available materials relating to forecasting induced travel, including those found on the Caltrans SB 743 implementation website, and refer to the example below. Refer to the Caltrans Traffic Analysis Framework for a detailed list of recommended standards for improved forecasting of induced vehicular travel.

Examples include:

- Integration of land use modeling into travel demand models, improving long-term induced travel modeling capability
- Incorporation of impacts to trip-making behaviors as a result of network improvements
- Improved congestion feed-back into existing models, or pre- and post-processing procedures
- Induced travel case studies

SB 743: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743

Caltrans SB 743 Implementation: https://dot.ca.gov/programs/sustainability/sb-743

Addressing the Needs of Underserved Communities

Caltrans encourages eligible applicants to apply for Sustainable Communities Competitive Grants to address transportation needs and deficiencies in underserved communities. Supporting planning projects that benefit a underserved community is a priority; therefore, a minimum threshold of 50 percent of Sustainable Communities Competitive Grants has been identified for projects that benefit underserved communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; see map in Appendix C which indicates rural areas). In sum, acceptable underserved communities definitions include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined underserved communities
- At or below 80% Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of an underserved community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

The following tools, related to income level, environmental burden, and health inequities, are intended to help applicants identify the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens. These tools must be cited in the grant application, as well as how the project area is compared to the statewide thresholds that are established in each tool.

IMPORTANT INFORMATION:

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of underserved communities and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

Regionally and/or Locally Defined Underserved Communities

Regionally and/or locally defined underserved communities may be acceptable as long as statewide thresholds for the tools below are not circumvented. Applicants that use a regional or local definition should also provide data for their project, using the statewide tools below. Caltrans may not accept the regional/local definition if it is inadequately supported in the justification section of the grant application.

Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016)

AB 1550 further enhanced the Greenhouse Gas Reduction Fund statutory requirements to invest a minimum of twenty-five percent in underserved communities and another ten percent in low-income households or communities. AB 1550 provides definitions for low-income households and low-income communities that may be considered in application development:

(1) "Low-income households" are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.

(2) "Low-income communities" are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.

AB 1550: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

California Department of Education, Free or Reduced Priced Meals (FRMP) Data

The California Department of Education maintains the complete data files pertaining to students who are eligible for FRMP. FRPM data are collected annually and can also be used to assist Sustainable Communities applicants to define their underserved community. Per SB 99 (Chapter 359, Statutes of 2013), the State's Active Transportation Program disadvantaged community's definition includes low-income schools, where at least 75 percent of students are eligible to receive free or reduced meals under the National School Lunch Program.

FRMP data files: https://www.cde.ca.gov/ds/sd/sd/filessp.asp

SB 99: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB99

CalEnviroScreen Version 4.0

CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. CalEnviroScreen uses environmental, health, and socioeconomic information to produce a numerical score for each census tract in the state. For purposes of SB 535 (De León, Statutes of 2012), disadvantaged communities are defined as the top 25 percent scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and vulnerable populations.

https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40

California Healthy Places Index (HPI)



The California Healthy Places Index (HPI) is an interactive data and mapping tool that provides a detailed snapshot of the social determinants of health across California, mapped down to the Census tract level. HPI provides comparison rankings of Census tracts statewide and an accompanying policy action guide. Therefore, the HPI can be a useful tool in prioritizing areas with high levels of social and economic disadvantage for funding, policy, and planning interventions.HPI was developed by the Public Health Alliance of Southern California in collaboration with health departments and data experts across the state. Because the HPI focuses on the social and environmental conditions that contribute to health, policy makers and local agencies can use it to identify actionable policies that would improve health in their community, such as improving transportation access, housing affordability and quality, or access to parks and open space, HPI also incorporates "decision support layers" that can be overlaid to show additional indicators such as the California Department of Public Health's (CDPH) climate change and health vulnerability indicators (see Appendix A. under Public Health Resources, **CDPH Climate Change and Health Vulnerability Indicators** for more information.).

https://healthyplacesindex.org/

Understanding the HPI Score

The HPI includes a composite score for each Census tract in the State. The higher the score, the healthier the community conditions. Each Census tract's score is converted to a percentile, which allows it to be compared to other California Census tracts. For example, an HPI percentile of 79 indicates that a Census tract has healthier community conditions than 79 percent of the Census tracts in California. HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Thus, lower scores can be used to demonstrate a community, or project/service area, is underserved for purposes of qualifying for the minimum threshold of 50 percent for underserved communities in this program.

In addition to the composite score and percentile ranking, applicants can review the individual domain scores or indicators themselves and explain how their project will improve one or more of these public health challenges. The numeric value and percentile ranking for these component indicators can be found either by using the live map or by accessing the data directly. See the following table for HPI examples.

These HPI tools can be accessed at:

Live Map: https://map.healthyplacesindex.org/

HPI Learning Center: https://www.healthyplacesindex.org/learning-center

HPI Examples		
Indicator	**HDI Percentile**	**How will the project improve this health challenge?**
Policy Action Area (Composite) Scores		
Neighborhood	Percentile ranking of all neighborhood-related indicators	Demonstrate how this plan will address health and transportation challenges related to neighborhood indicators (park access, supermarket access, retail density, alcohol availability and tree canopy)
Transportation	Percentile ranking of all transportation indicators	Demonstrate how this plan will address health and transportation challenges related automobile access and active commuting
Individual Indicators		
Automobile Access	XX percent	Describe how plan will increase and improve transportation access to vital destinations, goods and services for those without auto access.
Active Commuting	XX percent	Describe how the plan will improve transportation options for those without a car, specifically regarding active commuting by foot, bike, and transit in the project area.
Park Access	XX percent	Demonstrate how project will improve transportation access to parks/ open space.

For more information on the HPI, including how to calculate a score for your project area and suggested project types for improving public health, visit https://healthyplacesindex.org/.

Senate Bill 1000 (Leyva, Chapter 587, Statutes of 2016)

SB 1000 requires local jurisdictions to develop environmental justice elements in their next General Plan updates. Specifically, the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, must be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. Grant applicants are encouraged to describe efforts to comply with this new general plan requirement.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000

California Environmental Justice Alliance SB 1000 Toolkit

The California Environmental Justice Alliance SB 1000 Toolkit may help applicants describe their efforts to include the Environmental Justice element in their general plan updates.

https://caleja.org/2017/09/sb-1000-toolkit-release/

Governor's Office of Planning and Research (OPR) General Plan Guidelines Senate Bill 1000 Technical Advisory

The OPR General Plan Guidelines for Senate Bill 1000 provides guidance for determining whether an Environmental Justice element or equivalent is required in a local jurisdiction, including

identifying the location of disadvantaged communities (as defined in Gov. Code, § 65302, subdivision (h)(4)(A))[23] as well as the nature of their environmental burdens, health risks, and needs. It also provides guidance for community engagement when addressing Environmental Justice disadvantaged communities; and goals, policies, and programs that address the unique and compounded health risks in disadvantaged communities and prioritize improvements and programs that meet the needs of disadvantaged communities.

https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf

Displacement/Gentrification

Transportation improvements, especially new rail lines and stations to low-income communities, can increase access to opportunities. But they can also result in much higher property values and an increase in the cost of owning and renting property, inadvertently displacing existing residents and businesses. Being forced to leave a home is a stressful, costly and traumatic life event, especially when affordable housing is so limited. There is a growing recognition of tools and strategies that can be implemented alongside community investments to reduce displacement.

Grant applicants are encouraged to reference the *2017 RTP Guidelines, Appendices K and L,* for best practices in addressing displacement of low income and underserved communities.

Transformative Climate Communities Program

The State's Transformative Climate Communities Program provides a framework for applicants to avoid displacement and may assist Sustainable Communities grant applicants in addressing displacement.

https://sgc.ca.gov/meetings/council/2022/docs/20220428-Item5a_TCC_Guidelines_Round%204_Technical%20Amendment_Clean.pdf

Implementing Senate Bill 350 (De Leon, Chapter 547, Statues of 2015) and Community Needs Assessments

Caltrans supports implementation of SB 350, the Clean Energy and Pollution Reduction Act of 2015, which establishes the State priority to reduce GHG emissions through the promotion of various clean energy policies, including widespread transportation electrification, for the benefit of all Californians. Transforming the State's transportation sector to support widespread electrification requires increasing access for all Californians, including low-income residents and those living in underserved communities, across a broad spectrum of clean transportation and mobility options to address community specific transportation needs. Caltrans is leading efforts to identify low-income residents and underserved communities' transportation and mobility needs through ongoing and potential future statewide planning processes.

In support of this State goal, Sustainable Communities applicants are encouraged to conduct local Community Needs Assessments of low-income resident and underserved communities' transportation and mobility needs to ensure feedback is incorporated in transportation planning. Community Needs Assessments include an evaluation of the following categories of transportation barriers and opportunities at the community level: (1) Access and Reliability; (2) Convenience; (3) Safety; (4) Demographic Characteristics and Community Setting; and, (5) Planning, Infrastructure and Investments.

SB 350: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB350

23 https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=5.

Final Guidance Document, Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents

In February 2018, the California Air Resources Board released the Final Guidance Document, *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. This Guidance Document provides background for SB 350 and may assist Sustainable Communities applicants with developing Community Needs Assessments as a standalone project or as part of a proposed project.

https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document

Public Health Resources

The following tools can be used to further describe the community's climate change and health vulnerability, and other needs, including helping to create qualitative descriptions of existing community health risks and vulnerabilities and how the proposal will address them.

Community Health Needs Assessments

Community Health Needs Assessments (CHNA) and implementation strategies are regularly conducted by county public health departments and are newly required of tax-exempt hospitals as a result of the Patient Protection and Affordable Care Act. These assessments and strategies create an important opportunity to improve the health of communities. They ensure that hospitals have the information they need to provide community benefits that meet the needs of their communities. They also provide an opportunity to improve coordination of hospital community benefits with other efforts to improve community health. By federal statute, the CHNAs must take into account input from "persons who represent the broad interests of the community served by the hospital facility, including those with special knowledge of or expertise in public health." To avoid duplicative efforts, grant applicants are encouraged to contact and coordinate with local health departments/non-profit hospitals to take advantage of information that may have been collected as part of CHNA efforts, such as low-income resident and underserved communities' transportation and mobility needs. It is important for grant applicants to connect with these public health entities for both partnership building on transportation needs for under-resourced communities, but also to not over-burden those communities with multiple assessments or efforts asking similar questions.

CDPH Climate Change and Health Vulnerability Indicators (CCHVIs)

CDPH developed the Climate Change and Health Vulnerability indicators, narratives, and data to provide local health departments and partners the tools to better understand the people and places in their jurisdictions that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality. The assessment data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.

The CCHVIs can be viewed on "CCHVIz", CDPH's interactive data visualization platform: https://discovery.cdph.ca.gov/ohe/CCHVIz/. The CCHVIs have also been incorporated into the HPI as decision support layers, to better integrate addressing health outcomes associated with climate change and various social determinants of health. See above for more information on the HPI.

https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx

CDPH Climate Change and Health Profile Reports (CHPRs)

The CDPH Climate Change and Health Profile Reports are designed to help counties in California prepare for the health impacts related to climate change through adaptation planning. The reports present projections for county and regional climate impacts, the climate-related health

risks, and local populations that could be vulnerable to climate effects. The information is based on available science compiled from previously published, state-sponsored research and plans.

https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx

CDPH Healthy Communities Data and Indicators Project (HCI)

The goal of the HCI is to enhance public health by providing a standardized set of statistical measures, data, and tools that a broad array of sectors can use for planning healthy communities and evaluating the impact of plans, projects, policy, and environmental changes on community health. The Healthy Community Framework identifies 20 key attributes (i.e., "aspirational goals", such as "Safe, sustainable, and affordable transportation options" or "Access to affordable and safe opportunities for physical activity") of a healthy community through all stages of life, clustered in five broad categories (i.e., "domains", such as "Meets the Basic Needs of All" or "Quality and Sustainability of Environment"). HCI data indicators, narratives, and visualizations are found here.

https://www.cdph.ca.gov/Programs/OHE/Pages/HCI-Search.aspx

Integrated Transport and Health Impact Model (ITHIM)

The California version of the Integrated Transport and Health Impact Model (ITHIM) is a planning tool that answers the question of "How much benefit or harm to human health can we expect by changing the mix of active and motorized travel across a county, region, or the entire State of California?" ITHIM contrasts one travel pattern that serves as a reference with an alternative that has a different profile of fine particulate air pollution from vehicle exhaust, physical activity from walking and cycling, and injuries from traffic collisions. ITHIM calculates the change in deaths, years of life shortening and disability, and costs due to these changes in air pollution, physical activity, and traffic injuries. Grant applicants are encouraged to reference and utilize ITHIM to assess the health impacts their projects and programs.

https://skylab.cdph.ca.gov/HealthyMobilityOptionTool-ITHIM/

Health In All Policies (HiAP) Approach

The California Health in All Policies (HiAP) initiative is a collaborative approach designed to improve the health of Californians by incorporating health, equity, and sustainability considerations into policymaking across sectors. The approach recognizes that chronic illness, climate change, health inequities, and increasing health care costs are interrelated and influenced by policies, programs, and investments across sectors. The initiative provides access to tools, resources and journal articles highlighting Health in All Policies approaches, techniques, and concepts from California and beyond.

https://sgc.ca.gov/programs/healthandequity/hiap/approach.html

Active Community Engagement

Sustainable Communities Competitive Grant applications must include an explanation of how local residents and community-based organizations will be meaningfully engaged in developing the final product, especially those from underserved and low-income communities, and how the final product will address community-identified needs. Applicants are encouraged to implement, as applicable and appropriate the tips, best practices, and tools listed below:

Community Engagement Best Practices

- Refer to the following case studies that meaningfully demonstrate the expectations of equitable community engagement:
    - The community driven Carsharing and Mobility Hubs in Affordable Housing Pilots[24] offer a strong example of equitable community engagement. The equity-based project incorporated community input from start to finish through community partnership building.
    - The Mobility Equity Framework[25] should be used to assess and compare multimodal transportation options and centers community needs and shifts decision making power to the public. For successful implementation examples, refer to: (1) California Air Resources Board (CARB) Clean Mobility Options Program[26], (2) City of Portland, Oregon, Pricing Options for Equitable Mobility Project[27], and North Carolina's Transit Equity Campaign[28].
- Refer to Greenlining Institute's Six Standards for Equitable Investment[29] to implement qualitative measures of equity. These standards feature a list of approaches, ranging from the minimum to transformative approach, depending on how much time, resources, and effort are generally required because equity approaches differ in each community context and conditions.
- Refer to Greenlining Institute's Making Equity Real in Mobility[30], a toolkit of clear strategies and best practices to put equity in action
- Clarify the type of engagement will be utilized, as seen in the Public Participation Spectrum[31]. Agencies and communities need to understand where engagement level falls from the "inform" to "empower" model.
- Utilize a Participatory Budgeting (PB) planning process, as appropriate. PB is a democratic approach to public spending that meaningfully and deeply engages people in government

[24] Carsharing and Mobility Hubs in Affordable Housing Pilots: https://greenlining.org/publications/reports/2021/clean-mobility-transportation-equity-report/

[25] Mobility Equity Framework: https://greenlining.org/publications/2018/mobility-equity-framework/

[26] CARB Clean Mobility Options Program: https://cleanmobilityoptions.org/about/

[27] Portland, Oregon, Pricing Options for Equitable Mobility Project: https://www.portland.gov/transportation/planning/pricing-options-equitable-mobility-poem

[28] North Carolina Transit Equity Campaign: https://bikedurham.org/transit

[29] Greenlining Institute's Six Standards for Equitable Investment: https://greenlining.org/wp-content/uploads/2021/03/Clean-Mobility-Equity-A-Playbook-Greenlining-Report-2021.pdf

[30] Greenlining Institute's Making Equity Real in Mobility: https://greenlining.org/wp-content/uploads/2019/08/Toolkit_Making-Equity-Real-in-Mobility-Pilot-Projects_Final-1.pdf

[31] Public Participation Spectrum: https://sustainingcommunity.wordpress.com/2017/02/14/spectrum-of-public-participation/

and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities.

- Seek existing community-based organizations or agencies that organize vulnerable populations, to be able to reach out and form collaborative relationships.
- Involve local health departments which can assist in reaching community-based organizations and underserved and vulnerable community members.
- Collaborate with underserved and vulnerable communities to design and implement programs, plans and policies. Robust engagement of underserved and vulnerable communities in significant agency decisions brings about better decisions through increased input from different perspectives, increases buy-in and acceptance of decisions and support for their implementation.
- Make opportunities for input accessible in terms of formats (pop-up workshops, temporary built-environment demonstrations, online, in public meetings, one on one, by mail, etc.), venues (at school and community events, community centers, libraries, transit hubs, etc.), hours (evening or weekend), and language (accessible to lay people and translated into the principal languages of the relevant communities, including accessible media such as caption videos).
- Develop a written collaboration agreement or memorandum of understanding that defines respective roles, expectations, desired outcomes, and agreements for how to work together.
- Establish an advisory group of representatives of vulnerable communities, including community leaders and give them worthwhile roles to design the public engagement process, so that community capacity is built during the collaboration process.
- Conduct targeted outreach to community groups representing special needs populations, underserved communities and a variety of socio-economic groups through various methods.
- Use a variety of outreach methods to optimize participation, such as creating and marketing user-friendly survey websites for public feedback, conducting surveys in multiple languages to collect input on local citizens' priorities, and carrying out meetings at accessible times and meeting locations (e.g., using community group buildings, hosting pop-up workshops at public venues, etc.).

Note: The applicant should increase efforts beyond basic public noticing and public hearings. Options for demonstrating additional public outreach could include, but not limited to all the above.

Additional Public Engagement Best Practices and Strategies

Public engagement has adapted to the COVID-19 pandemic with surprising results . Applicants will need to consider how to conduct public outreach and engagement during these times. Below are some resources to help applicants evaluate and develop the best strategy for public engagement.

- **Caltrans Planning Horizons, "Digital Public Engagement and Transportation: Getting It Right – Theory, Techniques and Best Practices.":** Digital engagement can greatly increase the reach of public education and involvement; many public agencies have been surprised by the positive results and substantial increase in participants.

  https://youtu.be/85t9ibR2U7Q

- **The Great Pivot - Public Engagement in the Wake of COVID-19:** Celia McAdam and Natalie Porter of AIM Consulting hosted a WTS seminar where they provided examples and strategies

for public outreach, including diverse and underserved communities, during the COVID-19 pandemic.

https://youtu.be/k2dPVqhlwvc

- **Digital Environmental Engagement Resource Catalogue:** The California Natural Resources Agency and the California Environmental Protection Agency developed a resource catalogue of online sessions on community engagement and equity. This resource catalogue comes from the "Online Environmental Engagement: Building Our Skills Together" conference. From June 2nd to 4th 2020, forty-nine panelists and approximately 1,500 registrants from California and across the nation gathered together online to discuss their successes, challenges and practical tips for online environmental engagement.

  https://resources.ca.gov/Outreach/Digital-Environmental-Engagement-Resource-Catalogue

- **Tips ad Tools to Engage Your Community in a Digital Environment:** Ensuring inclusive public participation is more challenging than ever because of physical distancing requirements, the digital divide, language access challenges and technology learning curves. With those challenges in mind, ILG offered a helpful webinar in July 2020, that featured innovative strategies for using high-tech and low-tech virtual platforms to engage residents on a variety of topics without meeting face-to face.
  https://www.ca-ilg.org/digitalengagement

- **Broadening Participation Using Online Engagement Tools:** This document provides examples and guidance to local governments interested in enhancing public participation outcomes with online engagement tools.
  https://www.ca-ilg.org/sites/main/files/file-attachments/broadening_participation_via_online_tools_final_draft_1.pdf

- **The Guide to Remote Community Engagement:** A collection of resources designed to support cities that wish to create and maintain strong, institutionalized practices of community engagement during periods of remote working and in an increasingly digital world. Refer to the article, *5 Methods for Non-Internet Based Remote Community Engagement*, for ideas on how to supplement traditional online public engagement efforts to be inclusive of residents lacking high-speed broadband internet access.
  https://medium.com/the-guide-to-remote-community-engagement

- **Virtual Public Involvement:** The U.S. Department of Transportation, Federal Highway Administration, developed this innovation spotlight to provide an overview of virtual public involvement tools that enhance and broaden the reach of public engagement efforts by making participation more convenient, affordable, and enjoyable for greater numbers of people.
  https://www.fhwa.dot.gov/planning/public_involvement/vpi/

- **Designing Parks Using Community-Based Planning:** This document inspires meaningful community engagement for future public projects. It shares methods learned through California's Statewide Park Development and Community Revitalization Program. These methods have been proven effective in urban, rural, and suburban settings.
  https://www.parksforcalifornia.org/planning_guide

Integrated Housing, Land Use, and Transportation Planning

Development patterns directly impact GHG emissions, including those from transportation between jobs, services, and housing. Improved coordination between housing and transportation can reduce commute times, increase transit ridership, lower vehicle miles traveled, lower pollution and GHG, provide greater economic opportunity, and other positive outcomes.

Housing Element Compliance

To support planning for housing California's growing population, the State Department of Housing and Community Development (HCD) reviews each local government's housing element of its general plan.

- The housing element must plan to meet the local government's existing and regional housing needs allocation and quantify and analyze the specific needs and resources available to address the housing needs.
- A housing element can also provide a mechanism to adopt efficient land-use strategies, including those that address climate change and reduce vehicle miles traveled. For example, strategies could include the promotion of affordable higher density, infill development, mixed-use development, or transit-oriented development near transit stations or transit corridors.
- Local governments are required to annually submit progress reports on the implementation of the housing element and provide a detail of production toward their projected housing needs.

For more information on:

- Housing element requirements, see the HCD Building Blocks website at https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks
- Adopted housing element requirements, see the "Housing Element Process" section at https://www.hcd.ca.gov/planning-and-community-development/housing-elements
- A local government's housing element compliance, see https://www.hcd.ca.gov/planning-and-community-development/housing-open-data-tools/housing-element-review-and-compliance-report
- Annual Progress Reports, see https://www.hcd.ca.gov/planning-and-community-development/annual-progress-reports

Prohousing Designation Program

The State 2019-20 Budget Act, Assembly Bill 101 enacted the Prohousing Designation Program (Program), which enables HCD to designate local jurisdictions as Prohousing when they demonstrate policies and planning that accelerate the production of housing. To receive the Prohousing Designation, local jurisdictions must meet basic threshold requirements related to compliance with the Housing Element Law and other state housing laws and demonstrate actions worth at least 30 points spread across each of four categories of Prohousing policies: favorable zoning and land use, acceleration of housing production timeframes, reduction of construction and development costs, and providing financial subsidies. The benefit to local jurisdictions receiving the Prohousing Designation includes being given an advantage such as priority processing or additional points when applying for several competitive funding programs, including:

- Affordable Housing and Sustainable Communities
- Infill Infrastructure Grant
- Transformative Climate Communities
- Transit and Intercity Rail Capital Program

Vehicle Miles Traveled (VMT) reducing policies and the Prohousing Enhancement Factors below help indicate that a project is within a jurisdiction supporting integrated housing, land use, and transportation planning. These policies show that a jurisdictions further supports state housing priorities in promoting affordable housing, reducing development barriers, and reducing vehicle miles travelled.

Prohousing Enhancement Factors include policies that:

- Represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.
- Go beyond state law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

VMT reducing policies may include projects located in jurisdictions that are/have:

- Permitting missing middle housing uses (e.g., triplexes and fourplexes) by right in existing low-density, single-family residential zones.
- With density bonus programs which exceed statutory requirements by 10 percent or more.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot). These policies shall be separate from any qualifying policies under category (ii) above.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p).
- Zoning to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.
- Modifying development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits; minimum lot or unit sizes; setbacks; and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (ii) above.
- Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.
- Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower-Income allocation in the current housing element cycle.
- Priority permit processing or reduced plan check times for Accessory Dwelling Units (ADUs)/Junior Accessory Dwelling Units (JADUs), multifamily housing, or homes affordable to Lower- or Moderate-Income households.
- Adopted ordinances or implemented other mechanisms that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not

limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.

- Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs.
- Established pre-approved or prototype plans for missing middle housing types (e.g., triplexes and fourplexes) in low-density, single-family residential areas.
- Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, sections 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, section 65457; Cal Code Regs., tit. 14, sections 15303, 15332; Pub. Resources Code, sections 21094.5, 21099, 21155.2, 21159.28).
- Policies that represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

For more information on the Prohousing Designation Program, email HCD at ProhousingPolicies@hcd.ca.gov or visit the following HCD websites:

Program Website

https://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program

Prohousing Designation Application Status List
https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/Prohousing-Public-Application-Tracker.xlsx

Prohousing Designation Program FAQs

hcd.ca.gov/community-development/prohousing/docs/ProhousingFAQ.pdf

Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals

SB 1 - The Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017)

The intent of additional Sustainable Communities grant funding, pursuant to SB 1 - The Road Repair and Accountability Act of 2017, is to encourage local and regional planning that furthers state goals, including but not limited to, the goals and best practices cited in the RTP Guidelines. Competitive applications will incorporate these cutting-edge planning practices into their proposed planning projects.

SB 1: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB1

2017 RTP Guidelines (Appendix K, Page 273; Appendix L, Page 309)

The California Transportation Commission adopted the 2017 RTP Guidelines for RTPAs and 2017 RTP Guidelines for MPOs which includes Appendix K – Promoting Health and Health Equity in MPO RTPs and Appendix L – Planning Practice Examples. These appendices highlight planning practices that are undertaken by large, medium, and small MPOs in both rural and urban areas throughout the State.

https://catc.ca.gov/-/media/ctc-media/documents/rtp-2017-guidelines-mpos-011817-a11y.pdf

SB 375 (Steinberg, Chapter 728, Statutes of 2008)

Caltrans supports SB 375 RTP SCS/APS efforts. Successful applications must be compatible with an existing adopted SCS/APS, where applicable, that meets the region's GHG targets, and must strongly support and aim to implement regional SCS/APS efforts. The SCS/APS planning process is intended to help communities reduce transportation related GHG emissions, coordinate land use and transportation planning, and assist local and regional governments in creating sustainable communities for residents throughout the State.

Although most rural areas of the State are not subject to SB 375 SCS/APS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State and efforts to match GHG reduction targets and other goals embodied in SCS/APSs under SB 375. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities Competitive Grants.

Information on SB 375-related planning efforts:

https://ww2.arb.ca.gov/our-work/topics/sustainable-communities

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Complete Streets and Smart Mobility Framework

In recognition that walking, biking, transit, and passenger rail are integral to our vision of delivering a brighter future for all through a world-class transportation network, Caltrans also supports Complete Streets and the Smart Mobility Framework (SMF). In locations with current and/or future pedestrian, bicycle, or transit needs, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of Complete Streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/active-transportation-and-complete-streets

Smart Mobility Framework

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/active-transportation-and-complete-streets/smart-mobility-framework

Climate Ready Transportation and Climate Adaptation Planning

Through the Grant Program, Caltrans supports the State's broader efforts to help ensure our transportation infrastructure is climate-ready. In order to prioritize these investments, Governor Gavin Newsom signed Executive Order (EO) N-19-19 on September 20, 2019 to redouble the state's "efforts to reduce greenhouse gas emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy." The EO lists California's ambitious and essential climate goals to transition to a healthier, more sustainable and more inclusive economy, including:

- Reducing greenhouse gas emissions 40 percent below 1990 levels by 2030
- Providing 100 percent of the State's electricity from clean energy sources by 2045
- Reducing methane emissions and hydrofluorocarbon gases by 40 percent
- Adding five million zero-emission vehicles to the State's roads by 2030

To help achieve these goals, the EO directs the California State Transportation Agency to leverage over $5 billion in annual state transportation spending toward transportation construction, operations, and maintenance to lower fuel consumption and greenhouse gas emissions from transportation. This includes strategies for lowering vehicle miles traveled, such as supporting housing development near available jobs, and supporting active modes of transportation such as biking and walking that also benefit public health. The EO specifically requires that the State Transportation Agency also work to mitigate increased transportation costs for low-income communities.

https://www.gov.ca.gov/wp-content/uploads/2019/09/9.20.19-Climate-EO-N-19-19.pdf

Integrated Climate Adaptation and Resiliency Program

Senate Bill 246 (Wieckowski, Chapter 606, Statutes of 2015) established the Integrated Climate Adaptation and Resiliency Program (ICARP) within the Governor's Office of Planning and Research to coordinate regional and local efforts with State climate adaptation strategies (Public Resources Code Section 71354). Grant applicants may refer to the ICARP website to explore the State Adaptation Clearinghouse, a centralized source of information and resources to assist decision makers at the state, regional, and local levels when planning for and implementing climate

adaptation projects to promote resiliency across California. Caltrans is coordinating with ICARP staff on the OPR Climate Adaptation Planning Grant Program.

ICARP Website: https://opr.ca.gov/climate/icarp/

SB 246: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB246

Adaptation Planning Grants: https://www.opr.ca.gov/climate/icarp/grants/adaptation-planning-grant.html

California Adaptation Clearinghouse

The Adaptation Clearinghouse serves as a centralized source of information that provides the resources necessary to guide decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency to climate change in California.

https://resilientca.org/

ResilientCA Adaptation Planning Map (RAP-Map)

The Integrated Climate Adaptation and Resiliency Program (ICARP)—supported through the Governor's Office of Planning & Research—contains a statewide inventory of local government adaptation and resiliency planning efforts. It is an open data tool, to inventory local government climate risk, adaptation, and resiliency planning efforts across the state and track progress towards statewide adaptation planning goals.

https://resilientca.org/rap-map/

Community Climate Resiliency

Grant applicants are encouraged to consider if the surrounding community is experiencing any specific climate vulnerabilities and how the proposed planning project aims to address specific concerns. Grant applicants should also describe how potential climate impacts are taken into consideration in the proposed planning project, such as the incorporation of natural infrastructure, and, if applicable, how the project conforms with the local implementation of SB 379 (Jackson, Statutes of 2015), Government Code Section 65302(g)(4), where cities and counties are required to address climate adaptation and resiliency strategies in the safety element of their general plan.

Defining Vulnerable Communities in an Adaptation Context, OPR Resource Guide

The Governor's Office of Planning and Research, with input from the Integrated Climate Action and Resiliency Program (ICARP) Technical Advisory Council, developed a resource guide for practitioners to use when first considering how to define vulnerable communities in an adaptation context. The document includes: (1) The ICARP Technical Advisory Council's definition of climate-vulnerable communities, (2) A summary of existing statewide assessment tools that can be used to identify vulnerable communities in a climate adaptation context, including a crosswalk with the indicators that are required elements of an SB 1000 (Leyva, Statutes of 2016) analysis; (3) Additional indicators that could be used to assess underlying vulnerability on a case-by-case basis; (4) A list of process guides that can serve to aid agencies undertaking efforts to define vulnerable communities.

https://opr.ca.gov/climate/icarp/vulnerable-communities.html

State Guidance for Adaptation Planning

2017 General Plan Guidelines, Safety Element (Ch. 4)

The General Plan Guidelines set out each statutory requirement in detail, provides OPR recommended policy language, and includes online links to city and county general plans that have adopted similar policies. The guidelines include information on how to consider climate change during general plan development/updates. In accordance with Senate Bill 379, general plans must address climate adaptation and resilience within the Safety element. Local governments are required to include a climate change vulnerability assessment, measures to address vulnerabilities, and a comprehensive hazard mitigation and emergency response strategy.

https://opr.ca.gov/docs/OPR_COMPLETE_7.31.17.pdf

California Climate Adaptation Planning Guide – local/regional agency guidance

The Adaptation Planning Guide provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It provides a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development.

https://resilientca.org/apg/

Planning and Investing for a Resilient California – State Agency guidance

Introduces a four-step process for building resilience and a set of resilient decision-making principles for state agencies when considering climate-informed infrastructure investments. These steps include identifying how climate change could affect a project or plan, conducting an analysis of climate risks, making a climate-informed decision, and tracking and monitoring progress.

https://www.opr.ca.gov/docs/20180313-Building_a_Resilient_CA.pdf

Ocean Protection Council Sea-Level Rise Guidance

The State of California Sea-Level Rise Guidance reflects advances in sea-level rise science and addresses the needs of state agencies and local governments as they incorporate sea-level rise into their planning, permitting, and investment decisions.

http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf

California Coastal Commission Sea Level Rise Policy Guidance

This guide provides an overview of the best available science on sea level rise for California and recommended methodology for addressing sea level rise in Coastal Commission planning and regulatory actions.

https://documents.coastal.ca.gov/assets/slr/guidance/2018/0_Full_2018AdoptedSLRGuidanceUpdate.pdf

Coastal Adaptation Planning Guidance for Critical Infrastructure

This guidance from the California Coastal Commission addresses two main types of infrastructure – transportation and water – and presents six key considerations for successful adaptation planning. These considerations are accompanied by recommendations for stakeholders on how to plan effectively for the impacts of sea level rise on coastal infrastructure, a description of the regulatory framework that applies to adaptation planning for infrastructure.

https://documents.coastal.ca.gov/assets/slr/SLR%20Guidance_Critical%20Infrastructure_12.6.2021.pdf

Coastal Adaptation Planning Guidance and Environmental Justice Considerations

The Environmental Justice Policy is the Coastal Commission's framework for identifying and analyzing project impacts on underserved and disadvantaged communities. The policy is designed to achieve more meaningful engagement, equitable process, effective communication and stronger coastal protection benefits for all Californians.

https://documents.coastal.ca.gov/assets/env-justice/CCC_EJ_Policy_FINAL.pdf

Coastal Adaptation Planning Guidance and Tribal Consultation

The Coastal Commission adopted a Tribal Consultation Policy, which is intended to guide outreach and collaboration. It also helps to inform permit applicants how the Commission will review coastal development permit applications to ensure adequate Tribal consultation occurs.

https://documents.coastal.ca.gov/assets/env-justice/tribal-consultation/CCC%20Tribal%20Consultation%20Policy%20Adopted%208.8.2018.pdf

Climate Data Sources and Adaptation Plans

Cal-Adapt

Cal-Adapt is the repository for State-endorsed climate change projections, developed through the State's Climate Change Assessment efforts. Cal-Adapt offers free public access to peer-reviewed data that show climate change impacts on state infrastructure, communities, and natural resources. Find tools, data, and resources to conduct research, develop adaptation plans and build applications.

https://cal-adapt.org/

Climate Action Plans

Many California cities and counties are developing Climate Action Plans to reduce their GHG emissions. Agencies may have existing plans that include strategies or insight on potential approaches to implementing climate change considerations on the transportation network. CARB has created a webmap that can be used to identify plans created, GHG inventory information, GHG reduction targets, local strategies planned to meet these targets, and more. The second website provides a host of resources, including example Climate Action Plans and templates. This information can also be found on the Adaptation Clearinghouse.

https://webmaps.arb.ca.gov/capmap/
http://www.ca-ilg.org/climate-action-plans

Caltrans Vulnerability Assessments

To ensure the resiliency of the State Highway System, Caltrans conducted vulnerability assessments statewide. These Summary Reports and associated Technical Reports describe climate change effects in each of Caltrans' 12 districts.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/air-quality-and-climate-change/2019-climate-change-vulnerability-assessments.

Local Vulnerability Assessments

If local vulnerability assessments have been developed along a corridor, their data may be interwoven with Cal-Adapt data, Caltrans Climate Change Vulnerability Assessments, and/or other vulnerability information for more granular analysis of specific local areas, particularly those in more densely populated areas or with a high density of affected transportation assets. Many of these assessments and case studies can be found on the Integrated Climate Action and Resiliency Program (ICARP) Case Studies and Examples search page (https://resilientca.org). Some transit

and rail providers in California have also developed vulnerability assessments for their 21 networks as well, which may contain detailed analysis that could be useful.

Caltrans Climate Change Adaptation Strategy Report

Through this report, Caltrans is aiming to adopt a leadership role in the process of climate change adaptation through developing a "how to" guide for integrating climate change adaptation into agency activities and decision-making. This Adaptation Strategy Report initially outlines an overall "pathway" for adopting recommendations on how Caltrans should mainstream adaptation strategies throughout functional areas and develop an approach to coordinate with partner agencies. Recognizing the important role of transit and active transportation facilities and routes, this report will develop solutions for all modes of transportation. This report also has a section focused on the incorporation of climate change considerations into System Planning documents.

https://transplanning.onramp.dot.ca.gov/downloads/transplanning/files/suscommplan/Climate%20Adaptation%20Report_May_2020.pdf

Other Relevant Datasets for Climate Planning

Protecting Californians from Extreme Heat: A State Action Plan to Build Community Resilience

A plan that outlines a strategic and comprehensive set of state actions to address extreme heat.

https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Climate-Resilience/2022-Final-Extreme-Heat-Action-Plan.pdf

California Water Action Plan

A roadmap for the first five years of the state's journey toward sustainable water management.

http://resources.ca.gov/docs/california_water_action_plan/Final_California_Water_Action_Plan.pdf

CALFIRE Fire Hazard Severity Zones

CALFIRE has mapped areas of significant fire hazards based on fuels, terrain, weather, and other factors, forming wildfire severity zones. There are three levels of hazard in the State Responsibility Areas: moderate, high, and very high. This analysis can provide further understanding of wildfire risk at the potential project location.

https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/

California Department of Conservation – Landslide Hazards

The California Landslide Inventory is an ongoing project to make the California Geological Survey landslide information publicly accessible.

http://www.conservation.ca.gov/cgs/geologic_hazards/landslides

State Wildlife Action Plan

The State Wildlife Action Plan includes conservation actions that respond to current and future challenges with objectives and goals that are specific, measurable, and time bound.

https://www.wildlife.ca.gov/SWAP/Final

CDFW Regional Conservation Investment Strategies

This program encourages a voluntary, non-regulatory regional planning process intended to result in higher-quality conservation outcomes and includes an advance mitigation tool. The Program

uses a science-based approach to identify conservation and enhancement opportunities that, if implemented, will help California's declining and vulnerable species by protecting, creating, restoring, and reconnecting habitat and may contribute to species recovery and adaptation to climate change and resiliency.

https://www.wildlife.ca.gov/conservation/planning/regional-conservation

CDFW Natural Communities Conservation Plans

A Natural Communities Conservation Plan identifies and provides for the regional protection of plants, animals, and their habitats, while allowing compatible and appropriate economic activity.

https://www.wildlife.ca.gov/conservation/planning/nccp

California Sustainable Freight Action Plan

In July 2015, Governor Edmund G. Brown Jr. issued Executive Order B-32-15, which provides a vision for California's transition to a more efficient transport system. This transition of California's freight transport system is essential to supporting the State's economic development in coming decades while reducing harmful pollution affecting many California communities. As a key first step, the Governor's Executive Order directs the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development to develop a California Sustainable Freight Action Plan (Action Plan), by July 2016. This Action Plan is an unprecedented effort, intended to integrate investments, policies, and programs across several State agencies to help realize a singular vision for California's freight transport system. The Action Plan provides a recommendation on a high-level vision and broad direction to the Governor to consider for State agencies to utilize when developing specific investments, policies, and programs related to the freight transport system that serves our state transportation, environmental, and economic interests. Competitive grant applications will highlight how their planning effort will support this Action Plan.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/strategic-freight-planning

APPENDIX B. SAMPLE APPLICATION PACKAGE

The Grant Application Guide and all fillable application documents can be found on the Sustainable Transportation Planning Grant website.

- Application Checklist, Cover Sheet, and Signature Page
- Application Narratives for Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships
- Scope of Work and Checklist
- Cost and Schedule and Checklist
- Third-Party In-Kind Valuation Plan and Checklist
- Local Resolution and Checklist

Application Checklist

The following documents are required and must be submitted via Smartsheet in one single PDF document, not to exceed 25 MB. The Signature Page may be submitted separately if there are issues combining with the single PDF document. Keep the file name brief, as files are corrupted when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats. The original file formats will be required upon grant award.

Required Application Documents	
(✓)	**Ensure these items are completed prior to submitting to Caltrans via Smartsheet**
	Application Cover Sheet (complete in Smartsheet and submit with single PDF document)
	Signature Page (Electronic signatures accepted; may submit as a separate file if there are issues with combining with single PDF document)
	Application Narrative
	Scope of Work
	Cost and Schedule
	Third Party In-Kind Valuation Plan (if applicable, required upon award)
	Map of Project Area
Supplemental Documentation (not required)	
	Graphics of Project Area (when applicable)
	Letter(s) of support
	Data

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2024-25

Grant Category (select only one)

Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)

	11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)

Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)		**Strategic Partnerships** (MPOs and RTPAs only)	
	Sustainable Communities Competitive (11.47% Local Match requirement)		Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
	Sustainable Communities Competitive Technical (11.47% Local Match requirement)		Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type (more than one may be selected)

New		**Prior Phases**		**Re-Submittal**	
	New Application		Continuation of a prior project. If so, list the Grant FY and project title below.		Re-submittal from a prior grant cycle.
					How many times has an application been submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location

Project Title			
Project Location (City)		Project Location (County)	

Funding Information

1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator

   ☐ Minimum Local Match ☐ Over-Match

2. What is the source of Local Match funds being used?
   (MPOs – Federal Toll Credits, PL, and FTA 5303 cannot be used to match Sustainable Communities Competitive or Adaptation Planning grants)

   ☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures
   ☐ Other, specify:

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$	$	$	$		$

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART B. PROJECT INFORMATION (CONTINUED)

Project Description (3-5 Sentences Max.)

Insert Application Narrative: 1. Project Description	

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.

- ☐ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☐ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☐ General Plan-Related (Circulation Element, Land Use Element, Specific Plan)
- ☐ Multimodal (Motorized and Active Transportation)
- ☐ Safety (Vision Zero, Safe Routes to Schools)
- ☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

Underserved Community Definitions

If applicable to the project, what tools were used to identify the underserved communities in the project area? Choose all that apply.

- ☐ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☐ Regionally/Locally Defined Underserved Communities
- ☐ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☐ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☐ At/Above 75% CalEnviroScreen Version 4.0
- ☐ At/Below 25% California Healthy Places Index

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATON*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)			
Dept./Division			
Street Address			
City			
Zip Code			
Phone Number			
Executive Director Name			
Title			
Executive Director E-mail			
Financial Manager Name			
Title			
Financial Manager E-mail			
Contact Person Name			
Title			
Contact Phone Number			
Contact E-mail			

*Use additional pages if necessary.

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:		
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2021 and 2022?		

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program. If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:			
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:			

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: http://findyourrep.legislature.ca.gov/

State Senator(s)		Assembly Member(s)	
District	Name	District	Name

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant.

Name/Agency	Name/Agency

Sustainable Transportation Planning Grant Program
GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name			
Title			
Signature		Date	
Sub-Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE	FY 2024-25

Project Information	
Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. **Project Description (10 points)**
   Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **3-5 sentences maximum; Do not exceed the space provided.**

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

2B. Underserved Communities Justification (5 points)

The tools in Grant Application Guide, Appendix A, are intended to help applicants define an underserved community.

- Explain how the project area or portions of the project area are defined as an underserved community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the underserved community
- Describe how underserved communities will benefit from the proposed planning project
- Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool
- **Do not exceed the space provided**

2C. Underserved Communities Engagement (5 points)

See Grant Application Guide, Appendix A, for best practices in community engagement

- Describe how the proposed effort would engage underserved communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.
- **Do not exceed the space provided**

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordinationwith future employment and residential land use, etc.)
- **Do not exceed the space provided**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
  - State Planning Priorities (Government Code Section 65041.1)
  - Climate Adaptation Goals (State Adaptation Strategy)
  - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L.
- **Do not exceed the space provided**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement
  - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
  - Explain how stakeholders will be involved throughout the project
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3E. Grant Specific Objectives (5 points)

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort
- **Do not exceed the space provided**

3F. Grant Specific Objectives (5 points)

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)
  - Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable
- **Do not exceed the space provided**

3G. Grant Specific Objectives (5 points)

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort
- **Do not exceed the space provided**

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants

4A. Scope of Work (15 points)

4B. Cost and Schedule (15 points)

Sustainable Transportation Planning Grant Program
CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

PART G. APPLICATION NARRATIVE | **FY 2024-25**

Project Information	
Organization (legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates):	

Application Narrative

1. Project Description (5 points)

Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, desired outcomes, parties involved, and alignment with relevant local, regional, and/or State planning efforts. **3-5 sentences maximum; Do not exceed the space provided.**

2A. Project Justification (10 points)

- Describe the problem or deficiencies the project is attempting to address, including the climate adaptation need and any other priority needs, as well as how the project will address the identified problems or deficiencies
- Describe the impact of not funding the project
- Describe the public benefits
- **Do not exceed the space provided**

2B. Underserved Communities Justification (5 points)

The tools in the Grant Application Guide, Appendix A, are intended to help applicants define an underserved community.

- Explain how the project area or portions of the project area benefit underserved communities, including Tribal, local, regional, and rural communities as applicable
- Explain how the proposed project addresses the needs of the communities and how they will benefit from the proposed project, including if the communities informed the scope of the project
- Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

2C. Underserved Communities Engagement (5 points)

See Grant Application Guide, Appendix A. for best practices in community engagement

- Describe how the proposed project will engage underserved communities and how the effort was informed by engagement with underserved communities, including Tribal, local, regional, and rural communities as applicable
    - Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engages during the next phases after the proposed planning project is complete, including implementation
- **Do not exceed the space provided**

3. Grant Specific Objectives (Total 40 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-D below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives; climate risk and adaptation (15 points)

- Explain how the project identifies and assesses climate change impact risks to multimodal transportation infrastructure vulnerabilities to climate change impacts in the project area
- Explain how the project will identify adaptation strategies and specific actions to remedy identified climate related vulnerabilities. Projects and plans should describe short-, medium-, and long-term strategies that will address the overall risk for the entire service life of the asset or capital project using the best available science and guidance.
- Articulate how the project will advance the planning of specific climate adaptation projects, such as developing a cost estimate, pursuing a technical feasibility study for adaptation options, or developing a conceptual design (up to 30%)
- When applicable, explain how the project includes economic analysis and/or cost-benefit analysis of identified adaptation strategy or strategies
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

3B. Grant Specific Objectives; co-benefits (10 points)

- Identify co-benefits of the adaptation work, such as benefits to public health, natural ecosystems, air quality, social equity, the economy, or reductions in greenhouse gas (GHG) emissions.
    - If reductions in GHG emissions are identified as a co-benefit, explain how the project advances transportation related GHG emission reductions specifically through different project types/strategies (e.g., mode shift, demand management, accessibility, etc.)
- Describe if and how nature-based solutions will be integrated into the proposed project
- Describe how adaptation needs of environmental resources in proximity to the transportation system such as coastal resources like tidal marsh or beaches, wildlife connectivity, wetlands, or fish passage needs are considered in the proposed project (if applicable)
- **Do not exceed the space provided**

3C. Grant Specific Objectives; partnerships and stakeholder process (10 points)

- Explain how the project demonstrates on-going collaboration and partnerships between sectors and jurisdictions, and across levels of government at a regional scale
- Explain if the project also includes collaboration and partnerships with diverse external stakeholders such as businesses, non-governmental agencies, federal, state, or local agencies, community-based organizations, and community residents
- Explain how the project includes a multistakeholder process that provides an opportunity for meaningful community engagement from communities potentially impacted by any project identified or developed as part of the planning grant

Do not exceed the space provided

3D. Grant Specific Objectives; alignment with other plans and State Goals (10 points)

- Explain how the project is consistent with priorities, goals, and actions of the California State Adaptation Strategy, follows State guidance on adaptation planning, and is consistent with any applicable local/regional resilience planning.
- Articulate if the project will identify ways to incorporate transportation-related climate adaptation needs into existing transportation plans, specifically how the project will lead to the identification and development of capital projects that can be programmed as part of local or regional plans
- Explain how the project is in alignment with or augments existing plans, including climate action/adaptation plans, hazard mitigation plans, safety elements of general plans, resilience improvement plans, and/or Coastal Act/Certified Local Coastal Program plans
- Explain how the proposed project addresses public access and Complete Streets needs
- **Do not exceed the space provided**

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants

Sustainable Transportation Planning Grant Program
CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

4A. Scope of Work **(15 points)**
4B. Cost and Schedule **(15 points)**

Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE | FY 2024-25

Project Information	
Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. **Project Description (10 points)**
   Briefly summarize the project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **3-5 sentences maximum; Do not exceed the space provided.**

2. **Project Justification (30 points)**
   - Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
   - Describe the ramifications and impact of not funding this project
   - Clearly define the existing issues surrounding the project (e.g., transportation issues, in-adequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
   - Competitive applications support the need for the project with empirical data
   - Describe how this project addresses issues raised
   - **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

3. Grant Specific Objectives (Total 20 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-3D below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP) 2050
- Modal Plans that Support the CTP 2050
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives (5 points)

- List and explain how the proposal would accomplish the Federal Planning Factors (Grant Application Guide, Chapter 5.2), achieve the Caltrans Mission and the Grant Program Objectives (Grant Application Guide, Chapter 1.2.)
- **Do not exceed the space provided**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal partners with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects)
- Clearly define how Caltrans will be a partner in the proposed project, as appropriate for the project
- **Do not exceed the space provided**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal strengthens government-to-government relationships
- Outline the entities involved with the proposed project and how partnerships will be strengthened as a result
- **Do not exceed the space provided**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal results in programmed system improvements
- Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort
- **Do not exceed the space provided**

Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

4. Project Management (Total 40 points) See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website, https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants
4A. Scope of Work (20 points)
4B. Cost and Schedule (20 points)

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2024-25 template provided
	Include the activities discussed in the grant application
	List all tasks using the same title as stated in the Project Cost and Schedule
	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
	Exclude sub-task numbers; only include sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the underserved community involved with the project, if applicable
	Include a thorough and accurate narrative description of each task
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for the procurement of a consultant (if needed). This task is for the grantee and sub-recipient(s) only.
	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), excluding technical projects
	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
	Include a summary of next steps your agency will take towards implementing the project in the Final Product
	List achievable project deliverables for each Task
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	
Grant Fiscal Year	
Project Title	
Organization (Legal name)	

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

[Provide a detailed summary of the grant project. Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the underserved community involved with the project, if applicable]

Project Stakeholders

[Provide a detailed summary of who the Project Stakeholders are. Will a consultant be working on the project? If so, what activities/tasks will they be involved with?]

Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives]

Summary of Project Tasks

[Project Management activities must be identified within the task they are occur and not as standalone tasks.]

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[The following are the only allowable deliverables for this Task. This Task is not for the management of the consultant or meetings between the grantee and the consultant]

Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Task 02: Consultant Procurement

[Provide a detailed narrative of activities to be completed in this Task]

Grantee will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
[List achievable deliverables for this Task]
Examples: Grantees current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Existing Conditions

Task 3: Analysis

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Analysis

Task 4: Public Outreach

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]

Examples: PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals)

Task 5: Advisory Committee Meetings

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Agendas, meeting notes, list of attendees, list of action items

Task 6: Draft and Final Plan

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 7: Board Review/Approval

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Board Agenda, presentation materials, meeting minutes with board acceptance/approval.

Cost and Schedule Checklist

The Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Cost and Schedule Checklist	
(✓)	**Ensure these items are completed prior to submitting to Caltrans**
	Use the Fiscal Year 2024-25 template provided (do not alter the template)
	List all tasks with the same title as stated in the Scope of Work
	Include task numbers in proper sequencing, consistent with the Scope of Work
	Exclude sub-task numbers and sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee and recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the grantee and sub-recipient(s) only.
	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided
	Use the Local Match Calculator to ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
	Include a grant amount for each Task (excluding Tasks 01 and 02)
	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2023-24 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
	Include a best estimate of the amount of time needed to complete each task
	State a realistic total cost for each task based on the work that will be completed
	Use only whole dollars in the financial information fields. No rounding up or down and no cents.
	Start the timeframe at the beginning of the grant period (November 2024)
	Extend the timeframe to the end of the grant period (June 2027)

California Department of Transportation

Sustainable Transportation Planning Grant Program

COST AND SCHEDULE

Grant Category	
Grant Fiscal Year	FY 2024-25
Project Title	
Organization (Legal name)	
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator
Reimbursements/ Invoicing	Does your agency plan to request reimburesement for indirect costs? ☐ Yes ☐ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☐ No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2024/25												FY 2025/26												FY 2026/27											
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
01	Project Administration (no more than 5% of total grant funds)	$0	$2,500	$0	$2,500																																				
02	Consultant Procurement	$4,427	$574	$0	$5,000																																				
1	Existing Conditions	$11,509	$1,491	$0	$13,000																																				
2	Analysis	$30,986	$4,015	$0	$32,500																																				
3	Public Outreach	$39,839	$5,162	$0	$45,000																																				
4	Advisory Committee Meetings	$13,280	$1,721	$0	$15,000																																				
5	Draft and Final Plan	$72,595	$6,577	$0	$82,000																																				
6	Board Review/Approval	$4,424	$900	$0	$5,000																																				
	Totals	**$177,060**	**$22,940**	**$0**	**$200,000**																																				

City of Banning
Agreement Number 74A1708
Attachment III
Page 106 of 115

Third Party In-Kind Valuation Plan Checklist

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be donated. The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Cost and Schedule and Grant Application Cover Sheet. This document is required upon grant award as a condition of grant acceptance. Refer to Grant Application Guide, Chapter 6.5 for a Third-Party In-Kind description and examples.

Third-Party In-Kind Valuation Plan Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2024-25 template provided (do not alter the template).
	Name the third party in-kind local match provider; this cannot be the Grantee
	Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
	Describe the fair market value of third party in-kind contributions and how the values were determined.
	Include an itemized breakdown by task, consistent with the Cost and Schedule.
	Ensure the in-kind local match amount is consistent with the Grant Application Cover Sheet and Cost and Schedule.

California Department of Transportation

Sustainable Transportation Planning Grant Program

THIRD-PARTY IN-KIND VALUATION PLAN

Grant Category
Grant Fiscal Year
Project Title
Organization
(Legal name)

Task #	Task Title	Third-Party In-Kind Contribution	Name of Third-Party In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number or Hours	Estimated Cost
						Total In-kind Match:	**$0**

Explain how the third party in-kind match will be documented for accounting purposes:	

City of Banning
Agreement Number 74A1708
Attachment III
Page 108 of 115

Local Resolution Checklist

A Local Resolution is NOT required at the grant application stage; however, it is required upon award as a condition of grant acceptance.

Local Resolution Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	State the title of the project (1)
	State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant (2)
	NOT be more than a year old, or it will not be accepted (3)
	Signed by the grant applicant's governing board (4)

Sample Local Resolution

CITY OF CAN DO RESOLUTION
NO. 009-2012

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE

CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF CAN DO COMPLETE STREET PLAN

1

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of December 2023.

3

4

John Doe,
Chair

ATTEST:

Eileen Wright, Executive Director

APPENDIX C. CALTRANS/REGIONAL AGENCY BOUNDARIES MAP



APPENDIX D. CALTRANS DISTRICT CONTACT LIST

Caltrans Sustainable Transportation Planning Grants District Lead Contact and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERCAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Tatiana Ahlstrand (707) 684-6884 Email: Tatiana.Ahlstrand@dot.ca.gov	Kathleen Sartorius (707) 601-7978 Email: Kathleen.Sartorius@dot.ca.gov	Del Norte LTC Humboldt CAOG Lake CCAPC Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah Office:(530) 229-0517 Cell: (530) 782-3152 Email: Kathy.Grah@dot.ca.gov	Kendee Vance (530) 225-3574 Email: Kendee.Vance@dot.ca.gov	• Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	**El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties** Sukhi Johal (530) 565-3885 Email: Sukhi.Johal@dot.ca.gov **Butte, Colusa, Lake Tahoe Basin, Glenn, Nevada, and Sierra Counties** Kevin Yount (530) 513-0584 Email: Kevin.Yount@dot.ca.gov	Angelina Healy (530) 720-9449 Email: Angelina.Healy@dot.ca.gov	• Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Becky Frank (510) 960-0883 Email: Becky.Frank@dot.ca.gov Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov	Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov	• Metropolitan Transportation Commission
DISTRICT 5 50 Higuera Street San Luis Obispo, CA 93401-5415	Jenna Schudson (805) 835-6432 Email: Jenna.Schudson@dot.ca.gov	John Olejnik (805) 748-1787 Email: John.Olejnik@dot.ca.gov	• Monterey TAMC • Santa Cruz CCRTC • San Benito COG • Assoc. of Monterey Co. Bay Area Govts • Santa Barbara CAG • San Luis Obispo COG
DISTRICT 6 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Lorena Mendibles (559) 840-6066 Email:Lorena.Mendibles@dot.ca.gov Edgar Hernandez (559) 981-7436 Email:Edgar.Hernandez@dot.ca.gov	Lorena Mendibles (559) 840-6066 Email: Lorena.Mendibles@dot.ca.gov	• Fresno COG • Tulare CAG • Kern COG • Kings CAG • Madera CTC

Caltrans Sustainable Transportation Planning Grants District Lead Contact and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERCAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 7 100 S. Main Street Los Angeles, CA 90012	James Santiago (213) 310-2804 Email: James.Santiago@dot.ca.gov	Not applicable	• Southern California Association of Governments
DISTRICT 8 464 W. 4th Street Mail Station 722 San Bernardino, CA 92401	Ricky Rivers (909) 806-3298 Email: Ricky.Rivers@dot.ca.gov Stephanie Gallegos (909) 383-4057 Email: Stephanie.Gallegos@dot.ca.gov	Lorna Foster (909) 501-5759 Email: Lorna.Foster@dot.ca.gov	• Southern California Association of Governments
DISTRICT 9 500 S. Main Street Bishop, CA 93514	Catherine Carr (707) 874-8318 Email: Catherine.Carr@dot.ca.gov	Emilee Mullen (707) 784-4260 Email: Emilee.Mullen@dot.ca.gov	• Inyo LTC • Mono LTC • Eastern Kern (COG)
DISTRICT 10 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	**Mountain Counties** Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov **Merced, San Joaquin, Stanislaus Counties** Tom Dumas (209) 941-1921 Email: Tom.Dumas@dot.ca.gov	Paul Bauldry (209) 948-7647 Email: Paul.Bauldry@dot.ca.gov Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov	• Alpine County LTC • Amador CTC • Calaveras COG • Mariposa LTC • Merced CAG • Tuolumne CTC • San Joaquin COG • Stanislaus COG
DISTRICT 11 4050 Taylor Street Mail Station 240 San Diego, CA 92110	Omar Flores (619) 985-2124 Email: Omar.Flores@dot.ca.gov	Rafael Reyes (619) 208-1104 Email: Rafael.Reyes@dot.ca.gov	• San Diego Association of Governments • Southern California Association of Governments
DISTRICT 12 1750 E. 4th Street Santa Ana, CA 92705	Eric Chau (657) 328-6268 Email: Eric.E.Chau@dot.ca.gov	Not applicable	• Southern California Association of Governments

California Department of Transportation
Division of Transportation Planning
1120 N Street
Sacramento, CA 95814
https://dot.ca.gov/programs/transportation-planning

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Shah Nawaz, Deputy Water/Wastewater Director**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-151, Authorizing the Department of Water Resources Urban and Multibenefit Grant Amendment No. 2, Acceptance, and Execution for the Meadow Lark Lane Water Improvements for Drought Relief Project.**

RECOMMENDATION:

Adopt Resolution 2025-151

BACKGROUND:

In October 2021, following the passage of the State Budget Act of 2021 and Trailer Bill AB 148, the California Department of Water Resources (DWR) launched the Urban and Multibenefit Drought Relief Grant Program for Fiscal Year 2022. The competitive program made $200 million available for drought-relief projects exceeding $2 million, with no local match requirement, and prioritized projects that could be rapidly implemented to address immediate drought impacts. Eligible projects included new groundwater production wells, well rehabilitation, system interties, and other water system improvements that enhance drought resilience, with special consideration given to disadvantaged communities such as the City of Banning.

In December 2021, the City was awarded $2,475,000 in grant funding under this program ((Agreement # 4600014457, attached) for the reconstruction of Well M-12A, replacing the original Well M-12, which had collapsed and ceased producing water; thus, creating an urgent water supply concern during ongoing drought conditions. Furthermore, in 2022, an Amendment No. 1 (attached) to the Grant Agreement was issued by DWR which split the Well M-12A project into two (2) phases; drilling and equipping respectively.

To date, DWR has reimbursed the City for all but $247,500 (representing 10% retention) of the total grant amount. Completion of Well M-12A has been delayed to mid-2026 due to material procurement challenges, including long lead times associated with the electrical switchgear and motor control center.

The original grant agreement required completion of Well M-12A by December 31, 2025. Because delays made that deadline unattainable, the remaining retention would have been subject to forfeiture. However, DWR staff informed the City that the retention could still be reimbursed if the City completed an alternative drought-relief project with a clear nexus to the original grant intent.

City staff evaluated potential candidate projects and DWR approved the Meadow Lark Lane Water Improvements Project, which includes replacement of approximately 675 linear feet of aging, leak-prone small-diameter water main and associated service laterals. The engineer's estimate for this project is approximately $235,000, which is anticipated to be fully funded by the remaining retention of $247,500.

JUSTIFICATION:

Since DWR has agreed to amend (Draft Amendment No. 2, attached) the original grant agreement to allow an alternate project in lieu of forfeiting the remaining $247,500 retention, it is both operationally and fiscally prudent for the City to utilize these funds for the Meadow Lark Lane Water Improvements Project. Replacing the aging and leak-prone pipeline along Meadow Lark Lane, between N. Alessandro Street and N. Durward Street, will improve water system reliability, reduce future water loss and emergency repair costs, and ensure the City maximizes the full value of the State's drought-relief funding.

FISCAL IMPACT:

This alternate project is expected to be fully reimbursable, as the current engineer's estimate is below the available $247,500 grant retention amount. If the lowest responsive and responsible bid exceeds the retention amount, City staff will adjust the project scope as needed to ensure total costs remain within the available grant funding.

ALTERNATIVES:

Do not approve as recommended and provide an alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution No. 2025-151.docx
2. Grant Agreement # 4600014457 - Draft Amendment 2.pdf
3. Grant Agreement # 4600014457 - Amendment 1.pdf
4. Original Grant Agreement # 4600014457.pdf

RESOLUTION 2025-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT NO. 2 TO THE DEPARTMENT OF WATER RESOURCES URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT TO AUTHORIZE IMPLEMENTATION OF THE MEADOW LARK LANE WATER IMPROVEMENTS FOR DROUGHT RELIEF PROJECT.

WHEREAS, the City of Banning previously received grant funding from the California Department of Water Resources (DWR) Urban and Multibenefit Drought Relief Program in the amount of $2,475,000 for the Critical Well Relocation (Well M-12A) Project; and

WHEREAS, Well M-12A was intended to address urgent drought-related water supply needs by restoring groundwater production capacity; and

WHEREAS, due to unforeseen material procurement delays, completion of Well M-12A by the original December 31, 2025 grant deadline is no longer feasible, resulting in the potential forfeiture of the remaining 10% retention (approximately $247,500) of the approved grant award; and

WHEREAS, DWR has provided the City an opportunity to retain and utilize this funding by amending the original grant agreement to include an alternate drought-relief project with a clear nexus to water system reliability; and

WHEREAS, City staff has identified the Meadow Lark Lane Water Improvements Project, which replaces approximately 675 linear feet of aging, leak-prone potable water pipeline and associated service laterals between N. Alessandro Street and N. Durward Street, thereby improving system reliability, reducing water loss, and supporting drought resilience in a disadvantaged community; and

WHEREAS, the Meadow Lark Lane Water Improvements Project has been reviewed and approved by DWR as an eligible alternate project under the Urban and Multibenefit Drought Relief Grant Program

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

SECTION 1. The City Council The City Council hereby approves Amendment No. 2 to the DWR Urban and Multibenefit Drought Relief Grant to authorize implementation of the Meadow Lark Lane Water Improvements Project.

SECTION 2. The City Council authorizes the City Manager, or designee, as hereby authorized and directed to execute the funding agreement with DWR and any amendments thereto.

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 28th day of October, 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 Calderone, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-151, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of October, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

CITY OF BANNING

AGREEMENT NUMBER 4600014457

URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

Amendment 2

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the City of Banning, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on December 22, 2021 and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by February 28 , 2026 , in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31 2026.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $2,475,000. Any additional costs are the responsibility of the Grantee.

4) BASIC CONDITIONS.

A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation ($0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan”.

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

b) Documents that satisfy the CEQA process are received by the State, and

c) The Grantee receives written notification from the State of concurrence with the Lead Agency’s CEQA documents (s) and State’s notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after December 21, 2021 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources for ongoing programs.

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

7) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

   A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.

   B. If the Grantee is requesting the advanced payment, the request(s) shall include:

      i. Descriptive information of each project with an update on project status

      ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced

      iii. The names of the entities that will receive the funding for each project

      iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

      v. Any other information that DWR may deem necessary

   C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

   D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

      i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

      ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

      iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

      iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
         1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel

hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.

2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment for Reimbursement."

9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 4.

F. Failure to routinely invoice the State pursuant to Paragraph 7.

G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

H. Declare the funding be immediately repaid.

I. Terminate any obligation to make future payments to the Grantee.

J. Terminate the Grant Agreement.

K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: https://sgma.water.ca.gov/portal/.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given writt

approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	City of Banning
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 653-4736 Email: Arthur.Hinojosa@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey St. Banning, CA 92220 Phone: (951) 922-3130 Email: avela@banningca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	City of Banning
Marisol Reynoso Environmental Scientist Financial Assistance Branch, DRA P.O. Box 942836 Sacramento CA 94236 Phone: (916) 326-9178 Marisol.Reynoso@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey St. Banning, CA 92220 Phone: (951) 922-3130 Email: avela@banningca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

_____

Arthur Hinojosa
Manager, Division of Regional Assistance

Date_____

CITY OF BANNING

_____

Arturo Vela
Public Works Director

Date_____

Approved as to Legal Form and Sufficiency

_____

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

EXHIBIT A

WORK PLAN

PROJECT 1-Banning Critical Well Relocation (M-12A) for Drought Relief

IMPLEMENTING AGENCY: City of Banning

PROJECT DESCRIPTION: The Project will drill a new municipal well (M-12A) to replace a well (M-12) that failed and was consequently abandoned. This Project will supply approximately 1,100 gallons per minute (GPM) of quality drinking water for the service area. The new municipal well (M-12A) will help sustain and fortify water supplies for the Banning system with a maximum safe yield of approximately 1.4 million gallons per day (MGD), equating to 1,568 acre feet per year of reliable, local groundwater, which will be realized in the Summer 2026 and funded by the Grantee

Budget Category (a): Project Administration

Task 1: Agreement Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 2: Reporting
Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after Project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Report(Detailing portion of Project completed Under this agreement)
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase - Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

A Well Siting Feasibility Report will be completed.

Deliverables:

- Relevant Feasibility Studies.

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this Project:, Drinking Water Source Assessment, Building Permit, and Well Drilling Permit.

Deliverables:

- Permits as required

Task 7: Design

Complete Phase 1: Well Drilling design and Phase 2: Well Equipping and Site Improvement design, and plans and specifications for both phases. The final plans and specifications for each phase will be developed through the design process and will contain all information needed to construct each phase. Test results from Phase 1 (such as water quality and production capacity) are required to complete the Phase 2 design (e.g. well pump design, treatment, etc.).

Deliverables:

- 100% Design Plans and Specifications for Phase 1 and Phase 2
- If applicable, Proof of 60% Design Plans and Specifications submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board.

Task 8:Project Monitoring PlanDevelop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents (Phase 1 and Phase 2)
- Proof of Advertisement (Phase 1 and Phase 2)
- Award of Contract (Phase 1 and Phase 2)
- Notice to Proceed (Phase 1 and Phase 2).

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of Phase 1 to document daily construction activities, observe drill cuttings during drilling activities, and oversee water

quality sampling during pump testing. Phase 1 and Phase 2 will include construction observation of pre-construction conditions, compilation of periodic construction diary, facilitating safety meetings, preparing change orders, addressing questions of contractors on site, reviewing/updating Project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable. Upon completing the Project, the DWR Certificate of Project Completion (Phase 1) and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion (Phase 1)
-

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization for Drilling. This includes the drill rig, baker tanks, hoses, and a construction meter. No sound barriers are anticipated since this Project will be located in a remote location (Phase 1).

11(b): Site preparation: The proposed Project will drill the replacement M-12A well on the same City- owned property as the abandoned M-12 well; hydrogeologic design and inspection services will be used during well drilling and testing (Phase 1). T he final well design will be based on the water quality results from depth-dependent testing (spinner test) and geophysical well logging from Phase 1; much of the existing infrastructure, including piping and electrical equipment can be reused (Phase 2); .

11(c): The estimated capacity for this new well is approximately 1,100 GPM or 1.4 MGD of quality drinking water. After drilling and testing, Engineering services will be used to finish the Well Equipping design and specification which includes the new pump, motor, well building, installation of electrical connections and Supervisory control and data acquisition system (SCADA), and underground piping connections for Phase 2. The sizing of equipment is dependent upon the final production capacity of the well which is determined after the casing and gravel pack are installed, well development, and step draw-down testing is completed.

11(d): Mobilization and Demobilization for Equipping. Due to the length of the Project, a construction trailer and portable toilets will likely be needed during mobilization and for the duration of the Project (Phase 1 and Phase 2).

11(e): Below-ground piping and conduit runs will be constructed first, followed by the building foundation.

11(f): Well Building will be built, with provisions for bringing in equipment later by having a removable roof (Phase 2).

11(g): Installation of pump, discharge header, electric motor, and electrical runs.

Deliverables:

- Photographic Documentation of Progress (Phase 1 and Phase 2)
- Well Completion Report (Phase 1)

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PROJECT 2: Meadow Lark Ln. Water Improvements

IMPLEMENTING AGENCY: City of Banning

Project Description: The Meadow Lark Lane Water Improvements Project, a $235,125 capital investment to replace approximately 675 linear feet of aging 4- and 6-inch steel water main with new 8-inch ductile iron pipe (DIP). The existing pipelines have required 19 emergency repairs in recent years, each resulting in an estimated 43,000 gallons of water loss, nearly 3 acre-feet in total. The project scope also includes installation of nine new residential service laterals, construction of one new fire hydrant, and full trench and asphalt restoration. By eliminating frequent leaks and associated water loss, this project will enhance system reliability, reduce operational costs, and strengthen local drought resiliency. The project is categorically exempt under CEQA and can be implemented quickly using California Uniform Public Construction Cost Accounting Act (CUPCCAA) bidding procedures. Project benefit includes approximately 1 acre foo per year of water supply savings.

Budget Category (a): Project Administration

Task 1: Agreement Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 2: Reporting
Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after Project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report/Grant Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase - Not Applicable

Task 4: Feasibility Studies – Not Applicable

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting –Not Applicable

Task 7: Design: Complete the final design of Meadow Lark Ln. Water Improvements

Deliverables:

- 100% Design Plan

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Task 9: Project 2-Contract Services
This task must comply with the Standard Condition D.11 – Informal Competitive Bidding and Procurements using CUPCCAA requirements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid proposal, prepare informal advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Pre-Bid Meeting and Job-Walk
- Informal Bids using CUPCCAA requirements
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. The City's water operations staff will observe and monitor daily construction activities.

Deliverables:

- DWR Certificate of Project Completion

Task 11:Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization. Mobilize construction equipment e.g., mini excavator, back-hoe and street sweeper etc., for pipeline installation and demobilize when construction is complete.

11(b): Site Preparation and Watermain installation: Saw-cut trench limits, remove and dispose asphalt cuttings and any excess spoils at a Grantee provided facility. Prep pipe (watermain) bedding using shading-sand, replace approximately 675 linear feet of aging 4- and 6-inch steel water main with new 8-inch ductile iron pipe and backfill per applicable City Standards. Perform pressure test for leakage, disinfect the interior of pipe and

appurtenances and flush the pipeline (de-chlorinate prior to discharge). Tie-in existing water meters to the new service lateral off the new watermain and abandon existing watermain in-place.

11(c): Trench Asphalt Restoration: Perform permanent trench-asphalt repairs per applicable Grantee Standard Drawing.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	All Other Cost	Total Cost
	Project 1-Banning Critical Well Relocation (M-12A) for Drought Relief	$2,227,500	$55,000	$2,282,500
	GRAND TOTAL	**$2,227,500**	**$55,000**	**$2,282,500**

	PROJECTS	Grant Amount	All Other Cost	Total Cost
	Project 2-Meadow Lark Ln. Water Improvements	$247,500	$0	$247,500
	GRAND TOTAL	**$2,475,000**	**$55,000**	**$2,530,000**

Project 1-Banning Critical Well Relocation (M-12A) for Drought Relief

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	$0	$30,000	$30,000
(b)	Land Purchase / Easement	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$180,000	$0	$180,000
(d)	Construction / Implementation	$2,047,500	$25,000	$2,072,500
	TOTAL COSTS	$2,227,500	$55,000	$2,282,500

NOTES:

*Banning Water Enterprise Fund will provide a cost share amount of $30,000 for staff time to manage the Project. Banning Water Enterprise Fund will provide $25,000 to cover any contingencies or cost escalation that is difficult to forecast given current economic conditions.

Project 2-Meadow Lark Ln. Water Improvements

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	$0	$0	$0
(b)	Land Purchase / Easement	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$0	$0
(d)	Construction / Implementation	$247,500	$0	$247,500
	TOTAL COSTS	$247,500	$0	$247,500

EXHIBIT C

SCHEDULE

Project 1-Banning Critical Well Relocation (M-12A) for Drought Relief

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	1/4/2022	9/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/17/2023	8/26/2024
d	Construction / Implementation	11/01/2023	9/26/2025

Project 2-Meadow Lark Ln. Water Improvements

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	10/1/2025	2/28/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	10/1/2025	12/31/2025
d	Construction / Implementation	10/1/2025	1/31/2026

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be

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submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.
Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement,

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including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

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D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    i. The dangers of drug abuse in the workplace,
    ii. Grantee's policy of maintaining a drug-free workplace,
    iii. Any available counseling, rehabilitation, and employee assistance programs, and
    iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
    i. Will receive a copy of Grantee's drug-free policy statement, and
    ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

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D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this

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Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

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D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.

D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

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D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11, "Default Provisions."

D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.

D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

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- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Banning Critical Well Relocation (M-12A) for Drought Relief

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street

Project Location: Banning, California (33.553727000000002, -116.55729599999999)

Sponsored Project: Project 2: Meadow Lark Ln. Water Improvements

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street

Project Location: Banning, California (33.94422, -116.87245)

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements,

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access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
    b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

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c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
    - Generic markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate let…

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

CITY OF BANNING

AGREEMENT NUMBER 4600014457

URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

Amendment 1

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the City of Banning, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on December 22, 2021 and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2025 , in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31 2026.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $2,475,000. Any additional costs are the responsibility of the Grantee.

4) BASIC CONDITIONS.

A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation ($0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

b) Documents that satisfy the CEQA process are received by the State, and

c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documen

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and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after December 21, 2021 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources for ongoing programs.

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

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7) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

   i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

   ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

   iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

   iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

   v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

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8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:

i. Descriptive information of each project with an update on project status

ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced

iii. The names of the entities that will receive the funding for each project

iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

v. Any other information that DWR may deem necessary

C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:

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1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment for Reimbursement."

9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 4.

F. Failure to routinely invoice the State pursuant to Paragraph 7.

G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

H. Declare the funding be immediately repaid.

I. Terminate any obligation to make future payments to the Grantee.

J. Terminate the Grant Agreement.

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K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: https://sgma.water.ca.gov/portal/.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

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Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

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15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	City of Banning
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 653-4736 Email: Arthur.Hinojosa@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey St. Banning, CA 92220 Phone: (951) 922-3130 Email: avela@banningca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	City of Banning
Marisol Reynoso Environmental Scientist Financial Assistance Branch, DRA P.O. Box 942836 Sacramento CA 94236 Phone: (916) 326-9178 Marisol.Reynoso@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey St. Banning, CA 92220 Phone: (951) 922-3130 Email: avela@banningca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

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IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 9/16/2024

CITY OF BANNING

Arturo Vela
Public Works Director

Date 9/16/2024

Approved as to Legal Form and Sufficiency

James Herink For
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 9/16/2024

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EXHIBIT A

WORK PLAN

Banning Critical Well Relocation (M-12A) for Drought Relief (Project)

IMPLEMENTING AGENCY: City of Banning

PROJECT DESCRIPTION: The Project will drill a new municipal well (M-12A) to replace a well (M-12) that failed and was consequently abandoned. This Project will supply approximately 1,100 gallons per minute (GPM) of quality drinking water for the service area. The new municipal well (M-12A) will help sustain and fortify water supplies for the Banning system with a maximum safe yield of approximately 1.4 million gallons per day (MGD), equating to 1,568 acre feet per year of reliable, local groundwater.

Budget Category (a): Project Administration

Task 1: Agreement Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after Project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report/Grant Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase - Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

A Well Siting Feasibility Report will be completed.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this Project: permit from the Division of Drinking Water (DDW) in the form of an Amendment to the existing Domestic Water Supply Permit, Drinking Water Source Assessment, Building Permit, and Well Drilling Permit.

Deliverables:

- Permits as required

Task 7: Design

Complete Phase 1: Well Drilling design and Phase 2: Well Equipping and Site Improvement design, and plans and specifications for both phases. The final plans and specifications for each phase will be developed through the design process and will contain all information needed to construct each phase. Test results from Phase 1 (such as water quality and production capacity) are required to complete the Phase 2 design (e.g. well pump design, treatment, etc.).

Deliverables:

- 100% Design Plans and Specifications for Phase 1 and Phase 2
- If applicable, Proof of 60% Design Plans and Specifications submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board.

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents (Phase 1 and Phase 2)
- Proof of Advertisement (Phase 1 and Phase 2)
- Award of Contract (Phase 1 and Phase 2)
- Notice to Proceed (Phase 1 and Phase 2)

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of Phase 1 to document daily construction activities, observe drill cuttings during drilling activities, and oversee water quality sampling during pump testing. Phase 1 and Phase 2 will include construction observation of pre-construction conditions, compilation of periodic construction diary, facilitating safety meetings, preparing change orders, addressing questions of contractors on site, reviewing/updating Project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable. Upon completing the Project, the DWR Certificate of Project Completion (Phase 1) and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion (Phase 1)
- Record Drawings (Phase 1 and Phase 2)
- If applicable, Proof of Record Drawings submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board. (Phase 1)

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization for Drilling. This includes the drill rig, baker tanks, hoses, and a construction meter. No sound barriers are anticipated since this Project will be located in a remote location (Phase 1).

11(b): Site preparation: The proposed Project will drill the replacement M-12A well on the same City- owned property as the abandoned M-12 well; hydrogeologic design and inspection services will be used during well drilling and testing (Phase 1). T he final well design will be based on the water quality results from depth-dependent testing (spinner test) and geophysical well logging from Phase 1; much of the existing infrastructure, including piping and electrical equipment can be reused (Phase 2); .

11(c): The estimated capacity for this new well is approximately 1,100 GPM or 1.4 MGD of quality drinking water. After drilling and testing, Engineering services will be used to finish the Well Equipping design and specification which includes the new pump, motor, well building, installation of electrical connections and Supervisory control and data acquisition system (SCADA), and underground piping connections for Phase 2. The sizing of equipment is dependent upon the final production capacity of the well which is determined after the casing and gravel pack are installed, well development, and step draw-down testing is completed.

11(d): Mobilization and Demobilization for Equipping. Due to the length of the Project, a construction trailer and portable toilets will likely be needed during mobilization and for the duration of the Project (Phase 1 and Phase 2).

11(e): Below-ground piping and conduit runs will be constructed first, followed by the building foundation.

11(f): Well Building will be built, with provisions for bringing in equipment later by having a removable roof (Phase 2).

11(g): Installation of pump, discharge header, electric motor, electrical runs and instrumentation. It is anticipated that the electrical and SCADA panels can remain at their current locations, but it may be that the design engineer recommends bringing some of that equipment inside the building (Phase 2).

11(h): Submittal of all as-built drawings and equipment manuals. Startup and acceptance testing.

Deliverables:

- Photographic Documentation of Progress (Phase 1 and Phase 2)
- Well Completion Report (Phase 1)
- User Manuals (Phase 2)

EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	All Other Cost	Total Cost
	Banning Critical Well Relocation (M-12A) for Drought Relief	$2,475,000	$55,000	$2,530,000
	GRAND TOTAL	**$2,475,000**	**$55,000**	**$2,530,000**

Banning Critical Well Relocation (M-12A) for Drought Relief

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	$0	$30,000	$30,000
(b)	Land Purchase / Easement	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$200,000	$0	$200,000
(d)	Construction / Implementation	$2,275,000	$25,000	$2,300,000
	TOTAL COSTS	$2,475,000	$55,000	$2,530,000

NOTES:

*Banning Water Enterprise Fund will provide a cost share amount of $30,000 for staff time to manage the Project. Banning Water Enterprise Fund will provide $25,000 to cover any contingencies or cost escalation that is difficult to forecast given current economic conditions.

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EXHIBIT C

SCHEDULE

Banning Critical Well Relocation (M-12A) for Drought Relief

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	1/4/2022	12/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/17/2023	8/26/2024
d	Construction / Implementation	11/01/2023	9/26/2025

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in

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Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.
Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations

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regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of

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1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

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F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with

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respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

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D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.

D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11, “Default Provisions.”

D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days’ advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred

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up to the date of termination.

D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.

D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION 2021-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE DEPARTMENT OF WATER RESOURCES URBAN AND MULTIBENEFIT GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE CRITICAL WELL RELOCATION (M-12A) FOR DROUGHT RELIEF PROJECT

WHEREAS, the City of Banning proposes to implement the Critical Well Relocation (M-12A) for Drought Relief Project;

WHEREAS, the Critical Well Relocation (M-12A) for Drought Relief Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; and/or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the City of Banning has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Banning intends to apply for grant funding from the California Department of Water Resources for the Critical Well Relocation (M-12A) for Drought Relief Project;

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

SECTION 1. That pursuant and subject to all the terms and provisions of Budget Act of 2021, the City of Banning Public Works Director or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.

SECTION 2. The City of Banning Public Works Director or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

SECTION 3. The City of Banning Public Works Director or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

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PASSED, APPROVED AND ADOPTED this 14th day of December 2021.

Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

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CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-114, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of December 2021 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Sanchez, Wallace, and Mayor Pingree.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

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- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Banning Critical Well Relocation (M-12A) for Drought Relief

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street

Project Location: Banning, California (33.553727000000002, -116.55729599999999)

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements,

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access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
    b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

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c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
    - Generic markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

CITY OF BANNING

AGREEMENT NUMBER 4600014457

URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the City of Banning, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on December 22, 2021, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by October 01, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after January 01, 2025.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $2,475,000. Any additional costs are the responsibility of the Grantee.

4) BASIC CONDITIONS.

A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan”.

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved Project as listed in Exhibit A of this Grant Agreement.

2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

b) Documents that satisfy the CEQA process are received by the State, and

c) The Grantee receives written notification from the State of concurrence with the Lead Agency’s CEQA documents (s) and State’s notice of verification of environmental permit submittal.

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The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the Project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and Project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after December 21, 2021 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a Project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources for ongoing programs.

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a Project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded Project (i.e., costs that are not directly related to the funded Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-Project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and

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maintaining non-Project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

7) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a Project during the period identified in the particular invoice for the implementation of a Project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless

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required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A Project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

   A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.

   B. If the Grantee is requesting the advanced payment, the request(s) shall include:

      i. Descriptive information of each Project with an update on Project status

      ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced

      iii. The names of the entities that will receive the funding for each Project

      iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each Project clearly showing the portion of advanced payment and reimbursement funds.

      v. Any other information that DWR may deem necessary

   C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the Project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the Project's ongoing compliance with the Advanced Payment requirements and the Project's cash flow needs.

   D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each Project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

      i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

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ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
   1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
   2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
   3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
   4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment."

9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a Project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations.

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

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D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 4.

F. Failure to routinely invoice the State pursuant to Paragraph 7.

G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

H. Declare the funding be immediately repaid.

I. Terminate any obligation to make future payments to the Grantee.

J. Terminate the Grant Agreement.

K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 12 of the 2021 Guidelines and Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2021 Guidelines and Proposal Solicitation Package.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines and Proposal Solicitation Package.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: https://sgma.water.ca.gov/portal/.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for

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technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such Project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each Project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final Project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable Project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the Project begins operation.

13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation Projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the Projects in accordance

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with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”

14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”

15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a Project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction Projects only: Final inspection of the completed work on a Project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State’s Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	City of Banning
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey St. Banning, CA 92220 Phone: (951) 922-3130 Email: avela@banningca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	City of Banning
Monia Holleman Environmental Scientist Financial Assistance Branch, DRA P.O. Box 942836 Sacramento CA 94236 Phone: (916) 902-7527 Email: Monia.Holleman@water.ca.gov	Luis Cardenas Senior Civil Engineer 99 E Ramsey St. Banning, CA 92220 Phone: (951) 922-3143 Email: lcardenas@banningca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

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Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 4/26/2022

CITY OF BANNING

Arturo Vela
Director of Public Works

Date 4/26/2022

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer
Assistant General Counsel, Office of General Counsel

Date 4/26/2022

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EXHIBIT A

WORK PLAN

Banning Critical Well Relocation (M-12A) for Drought Relief (Project)

IMPLEMENTING AGENCY: City of Banning

PROJECT DESCRIPTION: The Project will drill a new municipal well (M-12A) to replace a well (M-12) that failed and was consequently abandoned. This Project will supply approximately 1,100 gallons per minute (GPM) of quality drinking water for the service area. The new municipal well (M-12A) will help sustain and fortify water supplies for the Banning system with a maximum safe yield of approximately 1.4 million gallons per day (MGD), equating to 1,568 acre feet per year of reliable, local groundwater.

Budget Category (a): Project Administration

Task 1: Agreement Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after Project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report/Grant Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase - Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

A Well Siting Feasibility Report will be completed.

Deliverables:

- Relevant Feasibility Studies

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Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this Project: permit from the Division of Drinking Water (DDW) in the form of an Amendment to the existing Domestic Water Supply Permit, Drinking Water Source Assessment, Building Permit, and Well Drilling Permit.

Deliverables:

- Permits as required

Task 7: Design

Complete preliminary well design, final well design, and plans and specifications. The final plans and specifications will be developed through the design process and will contain all information needed to construct the well. Certain aspects of the design depend on test results after well has been drilled, to know the final water quality and production capacity of the well.

Deliverables:

- 100% Design Plans and Specifications for Well Equipping
- If applicable, Proof of 60% Design Plans and Specifications submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board.

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

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Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the Project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, facilitating safety meetings, documenting drill cuttings during drilling activities, overseeing water quality sampling during pump testing, preparing change orders, addressing questions of contractors on site, reviewing/ updating Project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the Project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings
- If applicable, Proof of Record Drawings submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board.

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization for Drilling. This includes the drill rig, baker tanks, hoses, and a construction meter. No sound barriers are anticipated since this Project will be located in a remote location.

11(b): Site preparation: The proposed Project will drill the replacement M-12A well on the same City-owned property as the abandoned M-12 well. Much of the existing infrastructure, including piping and electrical equipment can be reused. Hydrogeologic design and inspection services will be used during well drilling and testing. The final well design will be based on the water quality results from depth-dependent testing (spinner test) and geophysical well logging.

11(c): The estimated capacity for this new well is approximately 1,100 GPM or 1.4 MGD of quality drinking water. After drilling and testing, Engineering services will be used to finish the Well Equipping design and specification which includes the new pump, motor, well building, installation of electrical connections and Supervisory control and data acquisition system (SCADA), and underground piping connections. The sizing of equipment is dependent upon the final production capacity of the well which is determined after the casing and gravel pack are installed, well development, and step draw-down testing is completed.

11(d) Mobilization and Demobilization for Equipping. Due to the length of the Project, a construction trailer and portable toilets will likely be needed during mobilization and for the duration of the Project.

11(e) Below-ground piping and conduit runs will be constructed first, followed by the building foundation.

11(f) Well Building will be built, with provisions for bringing in equipment later by having a removable roof.

11(g) Installation of pump, discharge header, electric motor, electrical runs and instrumentation. It is anticipated that the electrical and SCADA panels can remain at their current locations, but it may be that the design engineer recommends bringing some of that equipment inside the building.

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11(h) Submittal of all as-built drawings and equipment manuals. Startup and acceptance testing.

Deliverables:

- Photographic Documentation of Progress
- Well Completion Report
- User Manuals

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EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	All Other Cost	Total Cost
	Banning Critical Well Relocation (M-12A) for Drought Relief	$2,475,000	$55,000	$2,530,000
	GRAND TOTAL	**$2,475,000**	**$55,000**	**$2,530,000**

Banning Critical Well Relocation (M-12A) for Drought Relief

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	$0	$30,000	$30,000
(b)	Land Purchase / Easement	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$200,000	$0	$200,000
(d)	Construction / Implementation	$2,275,000	$25,000	$2,300,000
	TOTAL COSTS	$2,475,000	$55,000	$2,530,000

NOTES:

*Banning Water Enterprise Fund will provide a cost share amount of $30,000 for staff time to manage the Project. Banning Water Enterprise Fund will provide $25,000 to cover any contingencies or cost escalation that is difficult to forecast given current economic conditions.

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EXHIBIT C

SCHEDULE

Banning Critical Well Relocation (M-12A) for Drought Relief

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	1/4/2022	10/1/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	6/1/2022	6/1/2023
d	Construction / Implementation	7/1/2023	7/1/2024

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this Project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source

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process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

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G. Be solely responsible for design, construction, and operation and maintenance of Projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the

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Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

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D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each Project, until the Project is complete, and a Final Project Report is approved and accepted by DWR. If a Project has multiple Components (within a Project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.

D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, “Default Provisions.”

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D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the Project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.

D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION 2021-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE DEPARTMENT OF WATER RESOURCES URBAN AND MULTIBENEFIT GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE CRITICAL WELL RELOCATION (M-12A) FOR DROUGHT RELIEF PROJECT

WHEREAS, the City of Banning proposes to implement the Critical Well Relocation (M-12A) for Drought Relief Project;

WHEREAS, the Critical Well Relocation (M-12A) for Drought Relief Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; and/or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the City of Banning has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Banning intends to apply for grant funding from the California Department of Water Resources for the Critical Well Relocation (M-12A) for Drought Relief Project;

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

SECTION 1. That pursuant and subject to all the terms and provisions of Budget Act of 2021, the City of Banning Public Works Director or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.

SECTION 2. The City of Banning Public Works Director or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

SECTION 3. The City of Banning Public Works Director or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

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PASSED, APPROVED AND ADOPTED this 14th day of December 2021.

Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

Resolution 2021-114
Page **2** of **3**

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CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-114, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of December 2021 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Sanchez, Wallace, and Mayor Pingree.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each Project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each Project, discuss the following at the Project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget Projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each Project after completion.

Executive Summary

The Executive Summary should include a brief summary of Project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation Projects includes the following:

- Record drawings
- Final geodetic survey information

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- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of Project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the Project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the Project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various Projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual Projects.
- Brief discussion whether the level, type, or magnitude of benefits of each Project are comparable to the original Project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each Project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the Projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each Project is performing compared to its expected performance; whether the Project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

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- Project Description Summary
- Discussion of the Project benefits
- An assessment of any differences between the expected versus actual Project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the Project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the Project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in Project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a Project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each Project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in Project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded Project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.

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2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each Project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual Project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

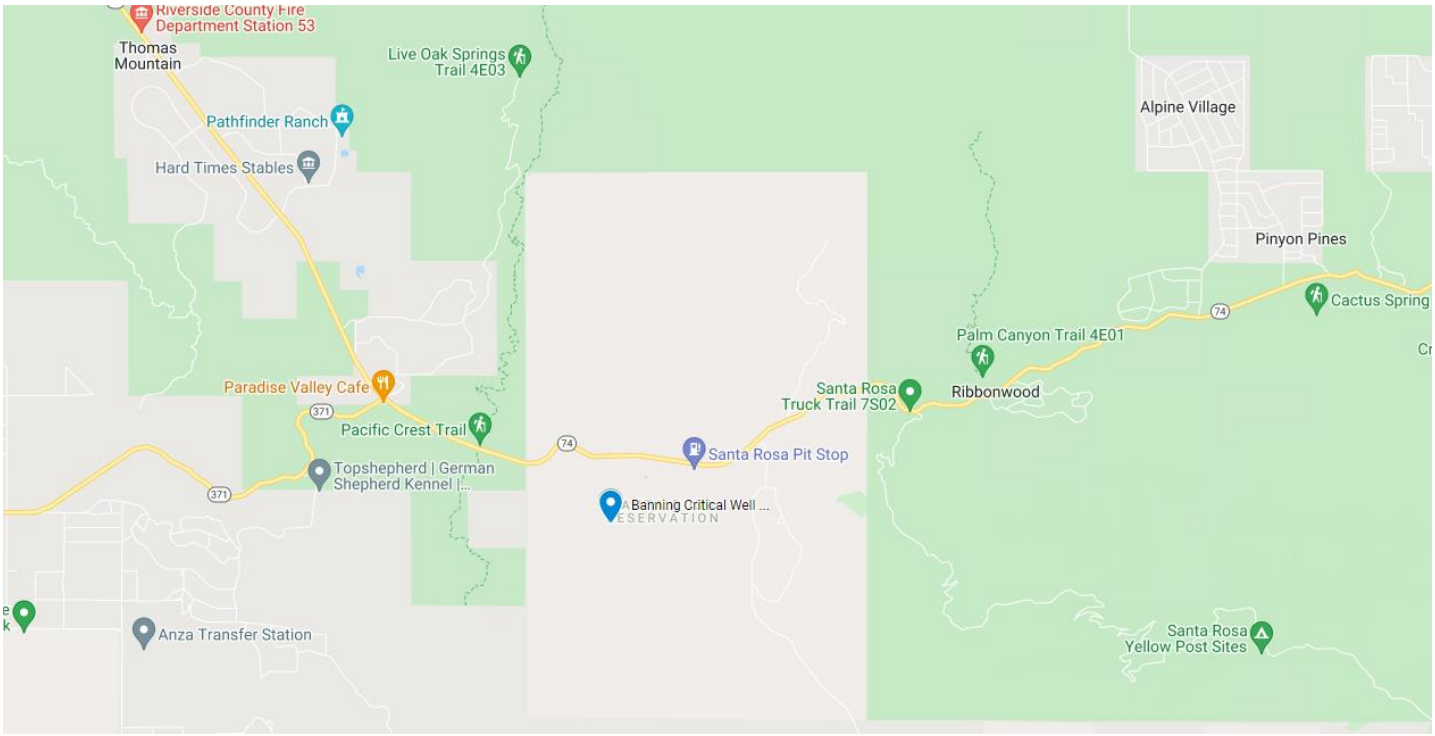
Local Project Sponsor Agency Designation

Sponsored Project: Banning Critical Well Relocation (M-12A) for Drought Relief

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street

Project Location: Banning, California (33.553727000000002, -116.55729599999999)



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EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements,

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access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-Project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

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b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each Project contained in Exhibit A, please include a brief description of the Project (maximum ~150 words) including Project location, implementation elements, need for the Project (what problem will the Project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated Project physical benefits?
- What are the corresponding numeric targets for each Project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon Project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the Project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the Project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the Project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-Project specific personnel and accounting services performed within the Grantee or an LPS’ organization
    - Generic markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

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:	**October 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-152 Approving a Professional Services Agreement with DTA for Development Impact Fee Auditing Services Related to Developer Credits for $250,000 for a 5-Year Term**

RECOMMENDATION:

Adopt Resolution 2025-152

BACKGROUND:

The City of Banning has adopted Development Impact Fees to identify and provide funding for the construction of public infrastructure and facilities throughout the City of Banning. The impact fees that are overseen by the Public Works Department are the Water Facilities, Wastewater Facilities, and Traffic impact fees. The fees are set based on a nexus study that identifies capital needs and specific capital projects necessary to accommodate the development of the City in accordance with the General Plan, and then distributes the costs based on the potential development throughout the City. Fees are assessed on new development within the City and collected in restricted funds for use in delivering capital projects included within the individual fee components.

Additionally, the Mitigation Fee Act does contain provisions that allow for developers to construct facilities identified in the nexus studies in lieu of paying fees to the City. This is accomplished through various methods, including Development Agreements, Reimbursement Agreements, and Credit Agreements. In order for the private developer to receive credit for the improvements, certain requirements must be met. These include compliance with State labor laws (prevailing wage), bidding and contracting, and local requirements and agreements.

To achieve this verification and compliance, City staff prepared a RFP for a municipal financial services company who would be able to review the agreements, state law, contracts, invoices, and other documents to make a determination of what developer incurred costs are eligible for credit and/or reimbursement. RFP-25-109 was opened on the City's OpenGov Procurement portal on August 8, 2025 and closed on September 17, 2025. Only one firm proposed on the work. An evaluation of the single proposal was completed by an evaluation panel and determined that the proposer met the expectations of the RFP and would be able to provide the requested services to the City of Banning.

JUSTIFICATION:

City staff has determined that a specialized financial service consultant with relevant experience in reviewing similar type requests in other jurisdictions would ensure that potential credits are completed in compliance with local agreements and state labor and contracting law.

FISCAL IMPACT:

Staff will charge a plan review fee of applicants who are requesting development impact fee credits. The service will be awarded on a 'per task' basis, where City staff will provide information of the request to the vendor, obtain a fixed fee quote to perform the service, collect a fee from the entity requesting the credit, and complete the work with the vendor. This will be a pass through cost to the City of Banning and a net-zero impact on the General Fund.

Staff is requesting a 2-year contract (with up to 3 additional 1-year terms) with an amount not to exceed $250,000 to cover anticipated projects where a review if necessary. Staff anticipates that the amount requested would be sufficient to cover costs of projects that have been completed or are in the works that are eligible for Development Impact Fee credits.

ALTERNATIVES:

Do not adopt Resolution 2025-152 and provide alternative direction to staff. The City currently does not have the staff resources in Finance Department to complete these tasks.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-152 I.docx
2. Exhibit A PSA - DTL Financial.pdf
3. DTL Proposal - DIF Auditing.pdf

RESOLUTION 2025-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DTA FOR DEVELOPMENT IMPACT FEE AUDITING SERVICES FOR DEVELOPER CREDITS FOR $250,000 FOR A 5-YEAR TERM

WHEREAS, the City of Banning has established Development Impact Fees imposed on new developments throughout the City including for Water Facilities, Wastewater Facilities, and Traffic that are overseen by the Public Works Department; and

WHEREAS, under the Mitigation Fee Act, developers may elect to build infrastructure included within the Development Impact Fee program and receive credit and/or reimbursement for those costs in lieu of paying impact fees; and

WHEREAS, the City of Banning has entered into development agreement, reimbursement agreements, and credit agreement with private developers who install infrastructure included in the Development Impact Fee Program; and

WHEREAS, developers are looking to obtain credit and/or reimbursement for work that has been completed, and the City must verify that supplied incurred costs are consistent with the Development Impact Fee programs, development agreement, reimbursement agreements, credit agreements, state labor law, and other applicable rules and regulations; and

WHEREAS, City staff determined that review required would be best served by a financial services consultant and solicited an RFP through the City's procurement portal as an open bid, evaluated the proposal submitted by the bidder, and selected the proposer based on their qualifications; and

WHEREAS, the Public Works Department will collect a user fee from the private developer to cover the costs of the financial services contract on a task by task basis.

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

SECTION 1. The City Council approves the Professional Services Agreement with DTA for the Development Impact Fee Auditing Services for Developer Credits for a 2-year term in an amount of $250,000 and subsequent amendments to extend the Agreement for up to 3 additional 1-year terms upon satisfactory performance, with a total not-to-exceed amount of $250,000 over five (5) years.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with DTA on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 28th day of October, 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 2025-152, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th 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
Professional Services Agreement

(Attach Agreement Document)

AGREEMENT FOR PROFESSIONAL SERVICES (C01214) FOR DEVELOPMENT IMPACT FEE AUDITING BY AND BETWEEN CITY OF BANNING AND DTA PUBLIC FINANCE, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and DTA Public Finance, Inc., a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance a request for a proposal (RFP#25-109) for the performance of the services for the Development Impact Fee Auditing Services and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Kelly Wright	Chief Executive Officer

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.15 Debarment or Suspension.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Two Hundred Fifty Thousand Dollars ($250,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through October 31, 2027, with three (3) one-year option to extend the Agreement unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising

from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All

sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the

provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other

relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Nathan Smith Deputy Public Works Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: nsmith@banningca.gov
With a courtesy copy to:	John Pinkney, Acting City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com

If to Consultant: Attn: Kelly Wright, CEO
DTA Public Finance, Inc.
11801 Pierce Street Suite 200
Riverside, CA 92505
Email: kelly@financeDTA.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Art Vela Date
Interim City Manager

ATTEST:

Sandra Calderon Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

John O. Pinkney Date
Acting City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Development Impact Fee Auditing prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

A STATEMENT OF UNDERSTANDING AND APPROACH

DTA is pleased to submit this proposal to the City of Banning (the "City"). It is our understanding that the City is seeking a consultant to provide DIF auditing services, including the review of submitted materials for fee credit and/or reimbursement based on the adopted fee studies, CIPs, development agreements, and reimbursement agreements for consistency with those documents and applicable requirements. The City currently collects DIFs for Traffic Control, Water Facilities, and Wastewater Facilities.

1 Project Approach

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served. DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.

We have assembled an experienced and accomplished team with expertise in all the requirements of the municipal financial services requested by the City. DTA staff complete all the tasks of the project within the agreed-upon budget and schedule. Time and time again, we have proven our ability to adhere to contract agreements, understand the importance of good project management, and have never failed to meet a deadline.

DTA staff will be available to assist the City throughout the duration of the contract term. The firm is dedicated to providing public infrastructure financing and financial analysis services. From unique deadlines to potentially shifting priorities that may arise during the process, DTA is ready to serve as an extension of City staff upon project kickoff.

Our multidisciplinary team members come from diverse backgrounds and we put people first. Our staff understands the complexities and local sensitivities when navigating highly complex or potentially controversial situations, especially around the issues related to land use and urban planning. Our multidisciplinary team members come from diverse backgrounds and we put people first. We pride ourselves on developing strong relationships with our clients and working closely with them to understand their individual needs. **At DTA, we understand that public finance mechanisms, such as ADs, LLDs, and CFDs, ensure that communities can thrive and sustain municipal growth goals** .

2 Quality Control Procedures

We have assembled an experienced and accomplished team with expertise in all the requirements of the municipal financial services requested by the City. DTA staff complete all the tasks of the project within the agreed-upon budget and schedule. Time and time again, we have proven our ability to adhere to contract agreements, understand the importance of good project management, and have never failed to meet a deadline.

Several cost-saving strategies employed for DTA's clients are listed below.

- Setting up standing conference calls (i.e., bi-weekly), in addition to scheduled meetings with City staff to stay on track with tasks and deliverables and discuss critical project elements; and
- Preparing internal report drafts for City staff review and discussion on conference call(s).

DTA utilizes the software application BQE CORE to track project expenditures. This program is always available to DTA's employees and provides detailed project information ranging from the execution of the contract to completion of the project, including any supplementary as-needed services requested by our clients. To manage this contract effectively in terms of team performance, schedule compliance, and budget adherence, Ms. Roess will utilize these tools:

- Bi-weekly assignment checklists throughout the life of the contract to ensure each task remains on schedule by proper staffing assignments.
- Consistent communication with City staff via e-mail, telephone, and in-person meetings, as needed.
- Weekly budget review to ensure no budget overruns occur. DTA's customized accounting system will enable us to track the expenditures to date each week and ensure budget compliance.
- Regular meetings with City staff to discuss progress and any issues and receive guidance.
- Project tracking reports that document the status of submittals or assignments on a weekly basis.

3 Proposed Scope of Work

It is our understanding that City is seeking a qualified consultant to review submitted projects from developers to determine if the project or portion of a project is eligible for DIF credit and/or reimbursement in accordance with applicable State law, City of Banning Municipal Code, City of Banning DIF studies, development agreements, and reimbursement agreements. DTA will be able to assist the City engineering staff and/or the City finance staff in the review process. We shall also review submitted invoices and backup materials to determine if invoices were paid in accordance with prevailing wage requirements and meet the requirements and obligations, as set forth in the City of Banning DIF studies, development agreements, and reimbursement agreements. DTA shall perform the tasks listed below.

Task 1 – Submittal Checklist

DTA will provide a checklist to assist the developer in assembling their submittal packages in order to provide a complete and accurate DIF credit or reimbursement submittal.

Task 2 – Submittal Format

DTA will provide formatting and organization guidelines to ensure that each submittal is consistent and complete. The submittal packages shall be in electronic format and/or as a hard copy in a three-ring binder.

Task 3 – Conformance with Reimbursement Agreements

DTA shall complete the following subtasks:

- Review the submittal contents in accordance with the requirements of the submittal sections of the Reimbursement Agreements, including invoices, proof of payment, prevailing wage documentation, notices of completion and certifications;
- Review the various DIF categories to ensure that they are eligible for reimbursement as spelled out in the Agreements;
- Check relevant fund balances to ensure that funds are available for reimbursement;
- Review the-validation of facility purchase price; and
- Provide the status of bond balances available for reimbursement.

Task 4 – Submittal Tracker

DTA will create and maintain a project tracking report that also doubles as a repository of historical submittal packages.

Task 5 – Periodic Meetings with City Staff

DTA will conduct periodic meetings at intervals determined by City staff, to verify on a submittal-by-submittal basis, that the funding process is complete, the status of submittals that are in review, to identify and resolve issues, and to identify submittals expected to arrive in the near future.

Task 6 – Resolution of Applicable Issues

DTA shall work with City staff to resolve issues related to submittal completeness, cost allocation, mathematical accuracy, and reimbursement agreement requirements.

Task 7 – Validation Letter

Once issues have been resolved and the validation process is complete, DTA will provide a validation letter which includes the following:

- Brief background of the facilities for which reimbursement is requested;
- Contracts, agreements and assignments, if applicable, upon which the request is based;
- Status of facilities, including notices of completion and statements by the City Engineer regarding substantial completion;
- Explanation of the review process and related documents; and
- Tables, if appropriate, that show facility categories and allocated costs, as well as base and supplemental requests.

Task 8 – Field Review, Where Needed

If needed, DTA will provide a representative during construction to represent the City in matters of reimbursement eligibility, review, and assistance with change order approval where related to eventual DIF reimbursement or credit.

4 Required Tasks for City Staff

DTA does not require the use of any City-owned facilities or property in connection with the services to be performed. DTA also does not require any City involvement in review of submittal packages outside of the above-mentioned periodic meetings.

5 Tentative Schedule

DTA has an enviable reputation for producing high-quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. The tentative timeline for each project will be based on the respective acquisition agreement. Upon receipt of all required information, DTA shall complete a reimbursement review for each project within 4 weeks. **Notably, the firm shall provide ongoing communication, education, and outreach throughout the duration of the project . DTA will be able to begin work with minimal notice.**

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the tasks ("Tasks") at the Consultant's billing rates for all personnel as attached as part of Exhibit C included herein.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

www.FinanceDTA.com

PRICE PROPOSAL

Fees for services shall be charged on an hourly basis according to the rates set forth in the **fee schedule** below, with invoices being submitted to the City on a monthly basis. All work will be performed on a time and materials basis and billed at the labor rates listed in Table 1, not to exceed **$16,000 per submittal**, including out-of-pocket expenses. Further work at that point would require additional fees to be billed at the hourly rates listed in Table 1. Please note that as all work will be billed on a time and materials basis, fewer hours may be expended for a given project based on the complexity of such analysis required.

Table 1: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	$325/Hour
Senior Vice President	$300/Hour
Vice President	$275/Hour
Senior Manager	$230/Hour
Manager	$215/Hour
Senior Associate	$195/Hour
Associate III	$185/Hour
Associate II	$175/Hour
Associate I	$160/Hour
Research Associate II	$150/Hour
Research Associate I	$135/Hour

Any additional tasks not listed in the Scope of Work that have been assigned by the City shall be charged at the hourly rates listed above.

Out-of-pocket and administrative expenses are included in the maximum budget per submittal noted above and shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments. All hourly rates for services apply through June 30, 2026, and are subject to a cost-of-living increase. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to City an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Each invoice submitted for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining. Invoices shall be paid by City within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

A Disclaimer

While DTA has a fiduciary responsibility as a licensed Municipal Advisor, DTA is not, unless otherwise stipulated, acting as the City's Municipal Advisor. The services discussed herein do not constitute any financial advice or fall under the category of municipal advisory services as defined by the SEC.

B Limitations

Additional work requested by the City beyond the tasks identified within the Scope of Work shall be considered out of scope and will be billed on a time and materials basis at the hourly rates identified in Table 1. Additional budget may be required if:

- Project data is not provided in accordance with DTA's checklist;
- All necessary information is not provided by the developer (or another consultant) in a timely manner;
- Project is extremely large and an extensive amount of invoice review is required;
- Extensive coordination with a developer (or another consultant) is required;
- The validation process is delayed due to issues beyond the control of DTA; and/or
- Delays and additional coordination required to resolve issues related to facility eligibility.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with City's task requirements.

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**

PROPOSAL

DEVELOPMENT IMPACT FEE AUDITING - VERIFICATION OF ELIGIBLE DEVELOPER CREDITS

September 17, 2025

RFP-25-109



CITY OF BANNING

SUBMITTED BY:

Andrea Roess
Managing Director

11801 Pierce Street, Suite 200
Riverside, CA 92505
(800) 969-4382
Andrea@FinanceDTA.com

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11801 Pierce Street, Suite 220
Riverside, CA 92505

CITY OF BANNING

RFP-25-109

DEVELOPMENT IMPACT FEE AUDITING – VERIFICATION OF ELIGIBLE DEVELOPER CREDITS

PROPOSAL SUBMISSION DEADLINE:

SEPTEMBER 17, 2025, AT 4:00 P.M.

Prepared for:

City of Banning
99 East Ramsey Street
Banning, CA 92220
Attention: Barbara Mason, Chief Procurement Officer

Project Contact :

Andrea Roess
Managing Director, DTA
11801 Pierce Street, Suite 200
Riverside, CA 92505
Phone: (800) 969-4DTA x208

www.FinanceDTA.com

11801 Pierce Street, Suite 220
Riverside, CA 92505

Ms. Barbara Mason
Chief Procurement Officer
City of Banning
99 E. Ramsey Street
Banning, CA 92220
E-mail: BMason@BanningCA.gov

September 17, 2025

RE: Request for Proposal ("RFP") No. RFP-25-109 for Development Impact Fee Auditing – Verification of Eligible Developer Credits

Dear Ms. Mason:

DTA Public Finance, Inc. ("DTA"), formerly David Taussig & Associates, is pleased to submit this proposal to the City of Banning (the "City"). It is our understanding that the City is seeking a consultant to provide Development Impact Fee ("DIF") auditing services, including the review of submitted materials for fee credit and/or reimbursement based on the adopted fee studies, Capital Improvement Plans ("CIPs"), development agreements, and reimbursement agreements for consistency with those documents and applicable requirements. The City currently collects DIFs for Traffic Control, Water Facilities, and Wastewater Facilities.

Notably, DTA has provided similar services to numerous municipalities in the State including but not limited to the City of Chino, City of Fontana, and Tejon Ranch Public Facilities Financing Authority. In fact, DTA was hired by the City of Chino in 2019, and rehired in 2022 and 2025, to provide CFD and Development Impact Fee ("DIF") program reimbursement engineering services including validation of requests for reimbursement or fee credits, assistance in resolution of related issues, and other related services. Since 2019, DTA has reviewed and validated numerous CFD reimbursement requests, Redevelopment Agency ("RDA") requests, and DIF credit requests on behalf of the City. The validation process has included the review of eligibility and compliance with the terms of reimbursement agreements. DTA field representatives have also attended periodic coordination meetings with the contractor, as well as status meetings with City staff (both in-person and virtual). DTA has worked seamlessly with the City and served as an extension of City staff. Throughout DTA's extensive experience working with the City, it has developed a streamlined, efficient process of services.

Headquartered in Irvine, DTA is a public finance and urban economics consulting firm specializing in infrastructure and public services finance with offices in Irvine, San Francisco, San Jose, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. DTA has completed consulting assignments for over 3,000 clients in 26 states. **During this period, the firm has been involved in the formation of over 2,000 public finance districts, with total bond authorizations exceeding $75 billion** . In addition to the planning and formation of a variety of types of special districts, DTA has provided annual administration services since its formation for special districts and municipalities nationwide to levy special assessments, special taxes, and various rates and charges on property tax bills. We have also been involved in fiscal and economic analyses of land development impacts, project feasibility studies, and economic development studies. DTA has prepared approximately 700 fee justification studies for a variety of public improvements, including water, sewer, and flood control facilities, fire and police stations, parks, libraries, transportation, and other types of infrastructure.



Given our extensive experience in special district formation and administration, we believe our firm is well qualified to provide consulting services for this project. DTA's high level of experience in providing financial and administrative services related to assessments and taxes has positioned us as a leader within the municipal finance industry. In fact, our assessment/special tax formulas have generated revenues to support hundreds of bond issues over the past 40 years, all of which have withstood the test of time. **The result of this experience and expertise is that DTA has never once been sued.** During this period, we have developed a number of assessment/special tax methodologies that have become the standards of our industry. **In addition, DTA is a registered Municipal Advisor with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board (MSRB ID #K0961).**

Our proposal has been prepared to establish the following:

- **DTA's experience/qualifications** . DTA's level of experience with levying assessments and the formation and issuance of bonds for special financing districts is unequaled as our firm is the State of California's leading Special Tax Consultant and Assessment Engineer, having prepared assessment or special tax formulas on behalf of public agencies for the establishment of over 1,500 special financing districts. We take a hands-on, detail-oriented approach with an emphasis on accuracy, efficiency, and reliability. Automation via our proprietary software, MuniAnalytics, is a key component of our services as it aids in the elimination of errors, documentation of procedures, and development of audit trails. These capabilities are frequently combined with our infrastructure finance consulting services to develop public infrastructure and services financing strategies and plans. Additional information on DTA is available on our website (www.FinanceDTA.com).
- **DTA's commitment to providing superior service to the City** . DTA's staff members, all of whom are directly involved solely in public finance, come from backgrounds in a number of fields, including civil engineering, land development, public administration, investment banking, economic consulting, redevelopment, law, and land use planning. This diversity of experience and expertise allows DTA to meet a wide variety of challenges related to both the actual work product and client management. DTA has earned the trust of public agencies, bond investors, and other industry participants. Our name is synonymous with quality, accuracy, and responsiveness. DTA's clients understand there is a quantifiable difference to our consulting services that gives us a clear edge over the competition. We are committed to excellence and innovation, which allows us to attract and retain the most experienced and knowledgeable personnel in the industry. Let us show you how our dedication to our clients' needs and expectations is unsurpassed.
- **DTA's high-level support** . Perhaps DTA's most outstanding qualification is the dedication and loyalty of the senior employees in our firm, many of whom have worked with us for 20 years or more, enabling our clients to count on the same personnel year after year on the job. As a result, DTA is able to offer a level of management expertise that is unequalled throughout the fields of assessment engineering and special tax consulting.

DTA has assembled a project team for the City with the breadth of experience required to provide municipal financial services in a professional and timely manner. **This project would be handled out of DTA's Riverside office located at 11801 Pierce Street, Suite 200, Riverside,**

www.FinanceDTA.com

11801 Pierce Street, Suite 220
Riverside, CA 92505

CA 92505, with support from our Irvine office at 18201 Von Karman Avenue, Suite 220, Irvine, CA 92612. Andrea Roess, a Managing Director at DTA, would serve as the Principal-in-Charge and have the City's primary account responsibility. Ms. Roess would be assisted by Steve Runk, P.E., Vice President of Engineering Services at DTA. Brief resumes for each of our senior team members are included in Section C of this proposal. All proposed project team members may be reached by phone at (800) 969-4DTA.

DTA confirms that our firm is able to perform the requested services and that all elements of the RFP have been reviewed and understood. DTA is able and willing to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement.

If you have any questions regarding DTA, our team members, or the enclosed statement of qualifications, please contact Andrea Roess at (800) 969-4DTA x208 or by e-mail at Andrea@FinanceDTA.com during the proposal evaluation period. Thank you for the opportunity to work with the City on this engagement.

Best Regards,



Kelly Wright
Chief Executive Officer
Phone: (800) 969-DTA
Kelly@FinanceDTA.com

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A STATEMENT OF UNDERSTANDING AND APPROACH

DTA is pleased to submit this proposal to the City of Banning (the "City"). It is our understanding that the City is seeking a consultant to provide DIF auditing services, including the review of submitted materials for fee credit and/or reimbursement based on the adopted fee studies, CIPs, development agreements, and reimbursement agreements for consistency with those documents and applicable requirements. The City currently collects DIFs for Traffic Control, Water Facilities, and Wastewater Facilities.

1 Project Approach

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served. DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.

We have assembled an experienced and accomplished team with expertise in all the requirements of the municipal financial services requested by the City. DTA staff complete all the tasks of the project within the agreed-upon budget and schedule. Time and time again, we have proven our ability to adhere to contract agreements, understand the importance of good project management, and have never failed to meet a deadline.

DTA staff will be available to assist the City throughout the duration of the contract term. The firm is dedicated to providing public infrastructure financing and financial analysis services. From unique deadlines to potentially shifting priorities that may arise during the process, DTA is ready to serve as an extension of City staff upon project kickoff.

Our multidisciplinary team members come from diverse backgrounds and we put people first. Our staff understands the complexities and local sensitivities when navigating highly complex or potentially controversial situations, especially around the issues related to land use and urban planning. Our multidisciplinary team members come from diverse backgrounds and we put people first. We pride ourselves on developing strong relationships with our clients and working closely with them to understand their individual needs. **At DTA, we understand that public finance mechanisms, such as ADs, LLDs, and CFDs, ensure that communities can thrive and sustain municipal growth goals** .

2 Quality Control Procedures

We have assembled an experienced and accomplished team with expertise in all the requirements of the municipal financial services requested by the City. DTA staff complete all the tasks of the project within the agreed-upon budget and schedule. Time and time again, we have proven our ability to adhere to contract agreements, understand the importance of good project management, and have never failed to meet a deadline.

Several cost-saving strategies employed for DTA's clients are listed below.

- Setting up standing conference calls (i.e., bi-weekly), in addition to scheduled meetings with City staff to stay on track with tasks and deliverables and discuss critical project elements; and
- Preparing internal report drafts for City staff review and discussion on conference call(s).

DTA utilizes the software application BQE CORE to track project expenditures. This program is always available to DTA's employees and provides detailed project information ranging from the execution of the contract to completion of the project, including any supplementary as-needed services requested by our clients. To manage this contract effectively in terms of team performance, schedule compliance, and budget adherence, Ms. Roess will utilize these tools:

- Bi-weekly assignment checklists throughout the life of the contract to ensure each task remains on schedule by proper staffing assignments.
- Consistent communication with City staff via e-mail, telephone, and in-person meetings, as needed.
- Weekly budget review to ensure no budget overruns occur. DTA's customized accounting system will enable us to track the expenditures to date each week and ensure budget compliance.
- Regular meetings with City staff to discuss progress and any issues and receive guidance.
- Project tracking reports that document the status of submittals or assignments on a weekly basis.

3 Proposed Scope of Work

It is our understanding that City is seeking a qualified consultant to review submitted projects from developers to determine if the project or portion of a project is eligible for DIF credit and/or reimbursement in accordance with applicable State law, City of Banning Municipal Code, City of Banning DIF studies, development agreements, and reimbursement agreements. DTA will be able to assist the City engineering staff and/or the City finance staff in the review process. We shall also review submitted invoices and backup materials to determine if invoices were paid in accordance with prevailing wage requirements and meet the requirements and obligations, as set forth in the City of Banning DIF studies, development agreements, and reimbursement agreements. DTA shall perform the tasks listed below.

Task 1 – Submittal Checklist

DTA will provide a checklist to assist the developer in assembling their submittal packages in order to provide a complete and accurate DIF credit or reimbursement submittal.

Task 2 – Submittal Format

DTA will provide formatting and organization guidelines to ensure that each submittal is consistent and complete. The submittal packages shall be in electronic format and/or as a hard copy in a three-ring binder.

Task 3 – Conformance with Reimbursement Agreements

DTA shall complete the following subtasks:

- Review the submittal contents in accordance with the requirements of the submittal sections of the Reimbursement Agreements, including invoices, proof of payment, prevailing wage documentation, notices of completion and certifications;
- Review the various DIF categories to ensure that they are eligible for reimbursement as spelled out in the Agreements;
- Check relevant fund balances to ensure that funds are available for reimbursement;
- Review the-validation of facility purchase price; and
- Provide the status of bond balances available for reimbursement.

Task 4 – Submittal Tracker

DTA will create and maintain a project tracking report that also doubles as a repository of historical submittal packages.

Task 5 – Periodic Meetings with City Staff

DTA will conduct periodic meetings at intervals determined by City staff, to verify on a submittal-by-submittal basis, that the funding process is complete, the status of submittals that are in review, to identify and resolve issues, and to identify submittals expected to arrive in the near future.

Task 6 – Resolution of Applicable Issues

DTA shall work with City staff to resolve issues related to submittal completeness, cost allocation, mathematical accuracy, and reimbursement agreement requirements.

Task 7 – Validation Letter

Once issues have been resolved and the validation process is complete, DTA will provide a validation letter which includes the following:

- Brief background of the facilities for which reimbursement is requested;
- Contracts, agreements and assignments, if applicable, upon which the request is based;
- Status of facilities, including notices of completion and statements by the City Engineer regarding substantial completion;
- Explanation of the review process and related documents; and
- Tables, if appropriate, that show facility categories and allocated costs, as well as base and supplemental requests.

Task 8 – Field Review, Where Needed

If needed, DTA will provide a representative during construction to represent the City in matters of reimbursement eligibility, review, and assistance with change order approval where related to eventual DIF reimbursement or credit.

4 Required Tasks for City Staff

DTA does not require the use of any City-owned facilities or property in connection with the services to be performed. DTA also does not require any City involvement in review of submittal packages outside of the above-mentioned periodic meetings.

5 Tentative Schedule

DTA has an enviable reputation for producing high-quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. The tentative timeline for each project will be based on the respective acquisition agreement. Upon receipt of all required information, DTA shall complete a reimbursement review for each project within 4 weeks. **Notably, the firm shall provide ongoing communication, education, and outreach throughout the duration of the project . DTA will be able to begin work with minimal notice.**

B COMPANY INFORMATION

DTA is a public finance and urban economics consulting firm specializing in infrastructure and public services finance. Our firm, which provides public finance consulting services to clients nationwide, has offices in Irvine, San Francisco, San Jose, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its formation in 1985, DTA has assisted over 3,000 clients in meeting their infrastructure and public services goals. **DTA has been licensed and registered with the SEC and MSRB as a Municipal Advisor (No. 867-01160) and follows all the fiduciary requirements associated with this designation** .

DTA, a corporation, was incorporated in the State of California on May 15, 1986 (Entity No. 1374460), and has been providing public finance consulting services for over 39 years. The firm's headquarters are located at 18201 Von Karman Avenue, Suite 220, Irvine, CA 92612. The corporation has two officers, specifically David Taussig, Chairman/Managing Director, and Cecily Burke, Secretary, both of whom are authorized to bind the firm. DTA does not hold controlling or financial interests in any other organization and is not owned or controlled by another person or organization. DTA's management personnel consists of four principals identified as David Taussig, Chairman/Managing Director, Kelly Wright, Chief Executive Officer, Andrea Roess, Managing Director, and Kuda Wekwete, Managing Director.

DTA is registered with Dun & Bradstreet ("DUNS"), an agency focused only on business credit that is one of the top three credit rating agencies . The firm's DUNS Number is 197812571. Throughout our 40 years of business, DTA has never relied on a line of credit from a financial institution to remain solvent. In addition, DTA has never been the subject of any defaults, bankruptcy filings, litigation, mediation, or arbitration relating to our business and/or our work product in the past 5 years, nor in the firm's history.

DTA currently has a staff of approximately 50 employees, all of whom are directly involved solely in public finance. Staff members come from backgrounds in a number of fields, including land development, public administration, civil engineering, investment banking, economic consulting, redevelopment, law, and land use planning. This diversity of experience and expertise allows DTA to meet a wide variety of challenges related to both the actual work product and client management. Each of DTA's staff members has considerable experience in computer-based financial analyses and modeling, which is a key component of the firm's consulting services.

We have assembled an experienced and accomplished team with expertise in all the requirements of the municipal financial services requested by the City. This project would be handled out of **DTA's Riverside office located at 11801 Pierce Street, Suite 200, Riverside, CA 92505, with support from our Irvine office at 18201 Von Karman Avenue, Suite 220, Irvine, CA 92612**. Andrea Roess, a Managing Director at DTA, would serve as the Principal-in-Charge and have the City's primary account responsibility. Ms. Roess would be assisted by Steve Runk, P.E., Vice President of Engineering Services at DTA. All proposed project team members may be reached by phone at (800) 969-4DTA.

Since its establishment, DTA has completed consulting assignments for more than 3,000 clients in 26 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total authorized bonded indebtedness in excess of $75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as Assessment Districts ("ADs"), CFDs, Certificates of Participation, Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Landscaping and Lighting Districts ("LLDs"), Enhanced Infrastructure Financing Districts ("EIFDs"), Integrated Financing Districts, and various types of fee programs. DTA has served as the Special Tax Consultant and/or Assessment Engineer for numerous cities, counties, water districts, and school districts.

DTA's consulting services include:

- **Annual administration of special districts;**
- **Special tax and assessment engineering;**
- Public infrastructure and public services financing strategies;
- Proposition ("Prop") 218 and Assembly Bill ("AB") 1600 compliance studies;
- Fiscal and economic impact analyses;
- Property Assessed Clean Energy ("PACE") financing;
- Federal and state grant and loan applications;
- Economic development and revitalization studies; and
- Public improvement construction management services.

On a national basis, DTA has planned and implemented Public Facilities Financing Plans ("PFFPs") that have ranged from the quantitative analysis of a single financing mechanism for an individual facility to the preparation of a comprehensive public financing plan covering multiple facilities and public services through a series of financing mechanisms. Our financial analyses provide public officials, landowners, and other interested parties with the level of information necessary to make fully informed decisions regarding land use, infrastructure, and public services financing issues. Furthermore, DTA staff has extensive experience working with various stakeholder groups, including public agencies, local residents and businesses, property owner associations, land developers, public finance professionals, local Chambers of Commerce, and other interested parties.

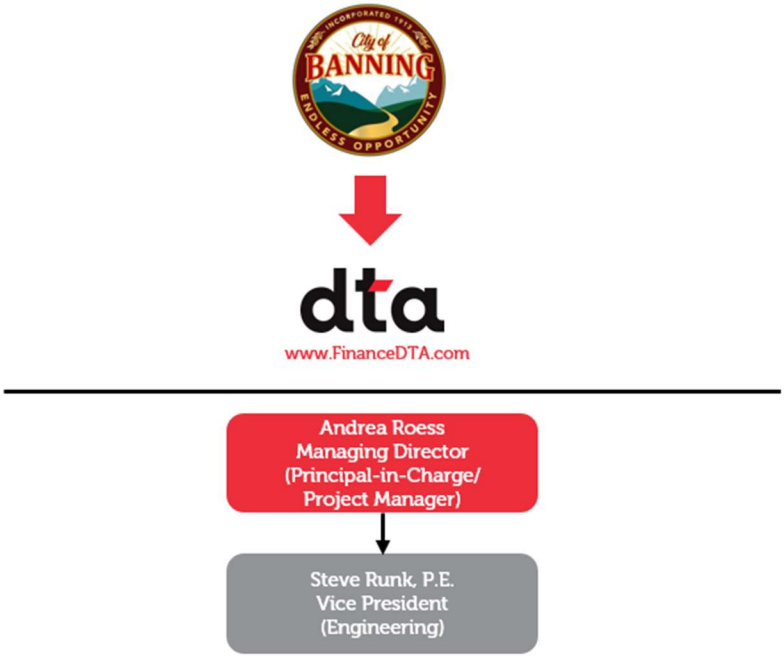
DTA's special tax and assessment formulas are based on a variety of methodologies that have withstood the test of time and legal scrutiny. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of and has contributed to the most innovative and creative concepts in land-secured public financing.

DTA has provided public finance consulting services to virtually every major city and urban county in the State of California. Our city clients are too numerous to list individually but include the Cities of Anaheim, Fresno, Long Beach, Los Angeles, Oceanside, Sacramento, San Diego, San Francisco, and San Jose. Our county clients have included the Counties of Alameda, Butte, Contra Costa, Fresno, Imperial, Los Angeles, Madera, Marin, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, Santa Barbara, Shasta, Sutter, Stanislaus, and Yuba. DTA has also provided public finance consulting services to over 325 school districts, water districts, and fire protection districts throughout California.

C COMPANY PERSONNEL

DTA has assigned personnel to this project who bring experience and technical expertise to each unique element of this engagement. Our team organization is illustrated below. All assigned key professional staff are properly licensed to practice in California. Project roles of our key team members are described below and followed by professional biographies. All personnel will be available full-time (100%) for the duration of the project. **DTA does not anticipate employing subconsultants for any portion of this engagement** .

Figure 1: Team Organization Chart



DTA has assembled a project team for the City with the breadth of experience required to provide municipal financial services in a professional and timely manner. **This project would be primarily handled out of DTA's Riverside office, with support from our Irvine office.** Andrea Roess, a Managing Director at DTA, would serve as the Principal-in-Charge of DTA's project team and handle primary account responsibilities for this engagement. Ms. Roess will attend meetings as necessary and supervise all project staff.

Ms. Roess will also serve as the Project Manager for the DTA team and be the City's primary point of contact throughout this engagement. She will oversee all day-to-day activities and attend all meetings. This will include scheduled meetings with City staff at which she will provide regular updates regarding progress and any problems that have arisen. In addition, Ms. Roess will be setting up conference calls with City staff and other interested parties whenever necessary. She may schedule these conference calls once per month on a date in between any scheduled meetings with City staff.

Ms. Roess will handle the ongoing execution and completion of the entire Scope of Work and match DTA's work and deliverables with the City's needs and objectives. She will also manage the work of DTA's project team, including leading data collection efforts, providing senior-level analysis, reviewing progress and work products with City staff and stakeholders, and presenting findings at project meetings. Ms. Roess will be assisted in these tasks by support staff, as needed.

Steve Runk, P.E., the Vice President of Engineering Services, will review submittal packages for CFD reimbursements, in addition to expediting field construction change orders.

Key personnel will be available to the extent proposed, or designated by the City, for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City . In addition, DTA is not behind schedule or past the completion date for any active projects and has a long history of delivering projects on a timely basis and adhering to agreements.

According to the SEC, as of September 12, 2017 (due to a new regulatory requirement), representatives of Municipal Advisor firms must have earned the Series 50 license to engage in municipal advisory activities. **DTA managers at the Vice President level and above are Series 50 licensed and therefore duly authorized by the SEC/MSRB to engage in municipal advisory activities**.

1 DTA Team Resumes

Andrea Roess
Managing Director | Andrea@FinanceDTA.com
Project Role – Principal-in-Charge/Project Manager



Since joining DTA in 1992, Ms. Roess has participated in all aspects of the formation and implementation of special finance districts to fund infrastructure and services. She has managed the formation and annual administration of more than 300 land-secured financing districts, including several PACE programs. In addition, Ms. Roess established and manages DTA's water and sewer practice and is a leader in the development of PACE programs.

Ms. Roess has utilized her computer skills to develop numerous state-of-the art computer models that evaluate cash flows related to funding infrastructure and public services. This ability has enabled her to develop sophisticated bond structuring concepts for CFDs and ADs, as well as complex fiscal impact and fee impact models. She has also prepared hundreds of Engineer's Reports for ADs and been involved in the development of escrow release formulas and bond pool financing structures. In addition, Ms. Roess has experience in the preparation of PFFPs, Water/Sewer Revenue Bond analyses, and tax increment analyses. She is also the Project Manager in charge of annual special tax administration for more than 120 financing districts throughout California, Florida, Hawaii, Missouri, and Nevada.

Since 2019, Ms. Roess has provided CFD and DIF program reimbursement engineering and related services to the City of Chino and served as the Project Manager for this effort. DTA has reviewed and approved numerous CFD reimbursement requests, RDA requests, and DIF credit requests on behalf of the City. DTA field representatives have also attended periodic coordination meetings with the contractor, as well as status meetings with City staff (both in-person and

virtual).

In addition, Ms. Roess has become an influential voice in the world of CFDs and public finance through an intimate understanding of CFD subject matter that is unrivaled in the industry. Her direct and innovative approach to solving problems has led to a variety of innovative and successful solutions for her clients. This success has not gone unnoticed in the CFD circle. For years, industry professionals have sought her guidance and insights on a wide variety of issues that they faced. She is regularly asked to participate at speaking engagements and conferences to share her experiences and knowledge related to CFD structuring and other public finance topics.

For your reference, listed below is a sampling of current clients to whom Ms. Roess provides both district formation and annual administration consulting services.

- Borrego Water District
- City of Anaheim;
- City of Blythe;
- City of Brawley;
- City of Calexico;
- City of Cathedral City;
- City of Los Angeles;
- City of Oceanside;
- County of Imperial;
- County of Imperial;
- County of Los Angeles;
- County of Orange;
- County of San Bernardino;
- County of Santa Barbara;
- Laguna Beach Unified School District;
- Riverside Unified School District;
- San Diego County Fire Protection District; and
- Upland Unified School District.

Ms. Roess holds an M.B.A. degree with a concentration in finance from San Francisco State University and a B.A. in psychology/public policy analysis from Pomona College.

Ms. Roess is active in industry groups, including CSMFO, the Association of Women in Water, Energy, and Environment ("AWWEE"), and many others. In addition, Ms. Roess has been elected the Director of Mentorship of the Women in Public Finance Los Angeles Chapter Board and has participated on numerous panels and workshops related to public financing. **She also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010**.

Steve Runk, P.E.
Vice President, Engineering Services | Steve@FinanceDTA.com
Project Role – Engineer (State License Number C23473 – California Registered Civil Engineer)



Mr. Runk has over 45 years of experience in the design and construction management of major civil engineering projects, including roadways, bridges, sewer and water improvements, and flood control facilities, grading for public works projects, and construction of commercial and industrial buildings. Mr. Runk's specific responsibilities have included design, quality control, specifications, estimates, construction bid packages, construction coordination and management, cost analyses and cost control, scheduling, manpower forecasting, staffing, and marketing. He has also assisted public agencies and developers in the procurement of funding from the California Department of Transportation ("Caltrans") and other federal and state agencies.

Mr. Runk has a proven track record of meeting schedules and adhering to budgets. Since joining

DTA in 2000, he has worked with local agencies to resolve community issues and negotiate scope changes with contractors to ensure the timely and satisfactory completion of construction projects. He has also acted as the Project Manager for the establishment of ADs and preparation of numerous AB 1600 DIF justification studies. Mr. Runk specializes in preparing assessment apportionment formulas and fee studies for roads, storm drains, and water and wastewater facilities.

Since 2019, Mr. Runk has provided CFD and DIF program reimbursement engineering and related services to the City of Chino. DTA has reviewed and approved numerous CFD reimbursement requests, RDA requests, and DIF credit requests on behalf of the City. DTA field representatives have also attended periodic coordination meetings with the contractor, as well as status meetings with City staff (both in-person and virtual).

Prior to joining DTA, Mr. Runk, as the Senior Construction Manager for Holmes & Narver, Inc., successfully completed the construction of the SR-41 Freeway in Fresno County, which was the County's first Measure "C" sales tax-funded freeway. Prior to this project, Mr. Runk successfully completed the construction of the SR-71 Freeway in Chino/Chino Hills, California. This $98 million project was the first Measure "M" sales tax-funded project for the San Bernardino Associated Governments ("SANBAG"). Mr. Runk's responsibilities on both projects included contract management, quality control, public relations, cash flow analyses, project closeout, and compliance with federal and State funding requirements.

Previously, Mr. Runk held positions with various public and private engineering entities in which he delivered projects requiring a wide variety of engineering expertise. He holds a B.S. in engineering from the University of California at Los Angeles and an M.S. in civil engineering from California State University at Long Beach. Mr. Runk is a registered Civil Engineer in the State of California.

D DISCLOSURE

DTA confirms that it does not have any past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

E EXPERIENCE AND REFERENCES

1 Related Experience

DTA has served as the financial consultant for numerous cities, counties, school districts, water districts, and fire protection districts. In addition to being the State's leading special tax and assessment engineering consultant for the formation of special districts, DTA has also been a State leader in the enrollment and collection of special taxes and assessments for 40 years. Therefore, unlike many consulting firms, we bring a depth of experience that is only achieved by providing consulting services on both the formation and administration of special districts. Furthermore, DTA's ability to retain the vast majority of its senior employees enables our firm to provide management expertise that is without peer in the special tax and assessment engineering consulting field. The fact that DTA, unlike other firms, encourages its employees to work on both the formation and administration of special districts has provided our staff with a much more comprehensive understanding of the details involved in implementing a successful district.

DTA is currently administering over 800 special districts annually. Our staff is extremely knowledgeable with respect to the relevant law governing the enrollment of special taxes and assessments. DTA has also helped establish the industry's practices through our participation in various trade groups, such as CASTOFF, and speaking engagements at different forums, including those held by the University of California, Los Angeles ("UCLA"), Land Use Research Foundation, and Urban Land Institute ("ULI"). We are also intimately familiar with County Auditor-Controller, Assessor, Treasurer-Tax Collector, and Recorder practices, which is critical for the successful administration of special districts. DTA fully utilizes all internet resources and our staff regularly accesses Assessor and title company files as necessary to establish overlapping debt information and perform other due diligence functions related to special district formation and annual administration.

DTA also has considerable experience assisting public agencies in their negotiations with landowners regarding entitlement and Development Agreement mitigation requirements for public improvements, as well as the structuring of public financing programs. Our experience dates back to the mid-1980s when DTA began providing financial consulting services that included the development of "fair share" methods of apportioning costs among multiple landowners participating in a bond financing, thereby gaining the landowners' cooperation and increasing the bond financing capacity of the public agency.

DTA's special tax and assessment formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time and legal scrutiny. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of and has contributed to the most innovative and creative concepts in land-secured public financing. This knowledge and experience have allowed DTA to maximize the capacity of land-secured financing programs while minimizing burdens on homebuyers and other property owners.

DTA's special district experience takes many forms, as illustrated in the discussion below.

- **Broad-Based Experience** : DTA has considerable experience with virtually every CFD/AD scenario imaginable. We have participated in districts with single and multiple property owners, improvement areas or zones, single and multiple series of bonds, escrowed bonds, fixed and variable rate and capital appreciation bonds, and residential and non-residential land uses. DTA has developed apportionment methodologies for the financing of Master Plan capital improvements, local subdivision improvements, public services, and even the undergrounding of existing overhead utilities. We have participated in the formation of land-secured districts containing fewer than 20 dwelling units and those with more than 38,000 dwelling units. Our staff has participated in numerous refundings and restructurings as well. This experience gives us the ability to analyze our clients' needs and match those needs with the financing mechanism that will maximize the capacity of the financing program while minimizing burdens on homebuyers and other property owners. Furthermore, the variety of financing structures for which we have provided these services have given us a perspective and level of skill that is unmatched. DTA's financial consulting services and work products reflect the scrutiny and refinement that can only come through such extensive experience. This proficiency can be crucial in identifying and resolving issues and helping our clients avoid the pitfalls that we have seen cause problems for other municipalities.

  DTA's assessment apportionment methodologies and special tax formulas have been utilized for the sale of hundreds of bond issues and provided the firm with considerable experience working with property owners, public agencies, underwriters, bond counsels, and financial advisors to provide benefit apportionment methods satisfactory to all parties. In the process, DTA has also worked frequently with institutional bond purchasers, all of whom are familiar with the firm and its expertise in the field of assessment engineering and special tax consulting.

- **Legal Knowledge** : Our senior professional staff is not only intimately familiar with the Mello-Roos Community Facilities Act of 1982, Municipal Improvement Act of 1911, Municipal Improvement Act of 1913, Improvement Bond Act of 1915, Landscaping and Lighting Act of 1972, Benefit Assessment Act of 1982, and Prop 218, but also has extensive real-world experience with each of their respective applications. This means that our advice and consulting services are grounded in a true understanding of each law and not merely restatements of industry practices.

- **Adaptability** : Each member of DTA's professional staff has considerable experience in computer-based financial analyses and modeling. This experience gives DTA the ability to adapt and create new models to meet any of the City's changing needs.

- **High-Level Support** : DTA's clients receive high levels of personal attention from senior staff, with a Principal, Senior Vice President, or Vice President always available to meet with public agency staff and other groups. Due to the loyalty of DTA's senior staff, many of whom have worked with us for 20 years or more, DTA is able to offer a level of management expertise that is unequalled throughout the field of assessment/special tax consulting.

Listed below in Table 1 are public agency clients for whom DTA reviewed and approved the developer reimbursement packages. DTA served as the lead consultant for each of the efforts noted below and key personnel included the proposed project team members, along with other DTA staff.

Table 1: List of Relevant Project Experience

Public Agency Client	Project	Project Dates	Reference
City of Chino	CFD Program Management and Related Services	June 2019-Present	Sylvia Ramos, Management Analyst Phone: (909) 334-3418
Tejon Ranch Public Facilities Financing Authority	CFD No. 2000-1 (Tejon Industrial Complex)	June 2002-Present	Hugh McMahon, Director of Financial Analysis Phone: (661) 663-4229
City of Fontana	CFD Program Management and Related Services	2004-Present	Justin Marietta, Accountant II, (909) 350-6608

2 References

DTA has provided public finance consulting services to virtually every major city and county in the State of California. Our city clients include but are not limited to the Cities of Anaheim, Fresno, Long Beach, Los Angeles, Sacramento, San Diego, San Francisco, and San Jose. Our county clients have included the Counties of Alameda, Butte, Contra Costa, Fresno, Imperial, Los Angeles, Madera, Marin, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, Santa Barbara, Shasta, Sutter, Stanislaus, and Yuba. DTA has also provided public finance consulting services for over 325 school districts, water districts, and fire protection districts throughout California.

Listed below are three (3) references for three of our Southern California clients. DTA prides itself on the high level of service that we provide to our clients. We encourage you to contact our references to learn firsthand how well DTA staff meets the needs of our clients.

2.a City of Chino

Table 2: Reference Information

Contact Name	Sylvia Ramos
Title	Management Analyst
Address	13220 Central Avenue, Chino, CA 91710
Phone Number	(909) 334-3418
E-mail Address	SRamos@CityofChino.org
Project Dates	2019-Present

DTA was hired by the City of Chino in 2019, and rehired in 2022 and 2025, to provide CFD and DIF program reimbursement engineering services including the approval of reimbursement requests, assistance in resolution of related issues, and other related services. Since 2019, DTA has reviewed and approved validated numerous CFD reimbursement requests, RDA requests, and DIF credit requests on behalf of the City. The validation process has included the review of eligibility and compliance with the terms

of reimbursement agreements. DTA field representatives have also attended periodic coordination meetings with the contractor, as well as status meetings with City staff (both in-person and virtual).

DTA has developed basic management tools to ensure a timely and consistent review process, including standard check lists for both CFD and DIF requests, project trackers that capture the status of submittals on a weekly basis, and a general format for validation letter deliverables based on an extensive library of prior validations throughout the City. DTA has worked seamlessly with the City and served as an extension of City staff. Throughout DTA's extensive experience working with the City, it has developed a streamlined, efficient process of services.

2.b Tejon Ranch Public Facilities Financing Authority

Table 3: Reference Information

Contact Name	Hugh McMahon
Title	Executive Vice President, Real Estate
Address	P.O. Box 1000, Tejon Ranch, CA 93243
Phone Number	(661) 248-3000
E-mail Address	HMcMahon@tTejonRanch.com
Project Dates	June 2002-Present

DTA assisted with the formation of two **CFDs** in 2000 and 2008 for the Tejon Ranch Public Facilities Financing Authority ("Authority") that will pay for the costs of public improvements, including street and highway improvements, water and sewer improvements, and public safety facilities. In 2014, DTA assisted the City with the sale of $81.2 million in refunding bonds for the CFD. DTA also assisted the Authority with the sale of $22.5 million in refunding bonds in 2012 for CFD No. 2000-1 and $15 million in new money bonds in 2015 for CFD No. 2008-1.

DTA has also assisted the Authority since the formation of both CFDs with annual administration tasks. **For fiscal year 2025-26, DTA enrolled over $7.57 million in taxes for the Authority's CFDs** .

Lastly, DTA performs a review of reimbursement packages submitted by Tejon Industrial Corporation ("TIC") for the reimbursement of planning, design, and construction costs for the Tejon Industrial Complex. As part of our role, DTA verifies that the submittal package is complete and accurate and consistent with the Acquisition Agreement, including proof of payment, evidence of satisfactory completion, invoice documentation, consistency with signed contracts and change orders, lien releases where appropriate, and mathematical accuracy. DTA then provides direction to the Authority for the reimbursement, if applicable.

2.c City of Fontana

Table 4: Reference Information

Contact Name	Justin Marietta
Title	Accountant II
Address	8583 Sierra Avenue, Fontana, CA 92335
Phone Number	(909) 350-6608
E-mail Address	JMarietta@FontanaCA.gov
Project Dates	2004-Present

DTA has served as the City's Special Tax Consultant for over 20 years and we have considerable experience in assisting the City with CFD formations that have financed public infrastructure. In addition, for fiscal year 2024-25, we submitted over $42 million in special taxes on over 48,000 parcels located in the City's existing CFDs. Our firm has provided special tax consulting services relating to all 11 of the City's CFDs that have issued bonds, including the original formation of each district and issuance of special tax bonds (and refunding bonds for eligible districts). DTA has also provided consulting services related to the restructuring and successful issuance of refunding bonds to cure the bond defaults of CFD No. 90-3 (now encumbered by CFD No. 22). DTA routinely works actively with the City's finance team in determining the letter of credit requirements for certain CFDs and on implementing the provisions of applicable rate and methods for certain CFDs during annual CFD administration. **In addition, DTA was most recently hired by the City in 2025 to provide CFD reimbursement engineering services and related services.**



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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: **October 28, 2025**

SUBJECT: **Consideration of Resolution 2025-153, Amending the Classification and Compensation Plan, Position Title Change**

RECOMMENDATION:

Adopt Resolution 2025-153

BACKGROUND:

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

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

JUSTIFICATION:

Proposed changes to the Classification and Compensation plan include:

Finance Department-Purchasing
Title change for the Chief Procurement Officer (CPO) (Job Code 2058) to Purchasing Manager (Job Code 2047) Range T85. The city would like to revert the Chief Procurement Officer title back to Purchasing Manager. The Purchasing Manager title aligns closer with the duties of controlling costs and the transactional aspects of buying and focusing on processing purchase orders, receiving goods, and arranging payments.

The city will so correct the Municipal Code 3.24 and B-30 Procurement Policy which makes mention to a the "Purchasing Officer" throughout the Code and Policy, back to "Purchasing Manager."

Staff is requesting Council to approve the title change to Purchasing Manager.

FISCAL IMPACT:

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Based Wage Difference
Purchasing Manager/T85	$ 149,622.07	$ 0.00	$ 149,622.07

Chief Procurement Officer/T85	$ 0.00	$ 149,622.07	$ -149,622.07
Total Annual Fiscal Impact			**$ 0**

ALTERNATIVES:

Do not adopt Resolution 2025-153 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Purchasing Manager_10282025.pdf
2. Resolution_2025-153__Consideration_of_Classification___Compensation_Changes.docx

JOB DESCRIPTION

TITLE: Purchasing Manager	**JOB CODE: 2047**
DEPARTMENT: Fiscal Services	**FLSA STATUS: Exempt**
REPORTS TO: FINANCE DIRECTOR	**UNION STATUS: Represented**
SUPERVISES: Purchasing Division	**EFFECTIVE DATE: 03/08/2005**
SALARY RANGE: T85 ($113,416.28 - $153,438.33)	**REVISED DATE: 10/28/2025**

JOB PURPOSE/SUMMARY

Under general supervision of the Finance Director, this position is responsible for the supervision and organization of the City's centralized purchasing activities and related work as assigned. Serves as a technical procurement resource for City's management, employees, and the public.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development are 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

*This is a single position class that functions as a division head and is accountable for managing and supervising the day-to-day operations and activities of procurement for the City. 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.*

- Supervise the City's centralized purchasing activities. Plan, coordinate, prioritize, monitor and participate in the purchasing of commonly used materials, supplies, equipment and services by the City.
- Participate in the development and implementation of goals, objectives, policies, and priorities for the Purchasing Division; identify resource needs, recommend and implement policies, procedures, rules, regulations and ordinances. Assist in the development of City policies and procedures involving the acquisition of supplies or services.
- Administer applicable contracts; review and approve purchase requests for completeness, accuracy and compliance with purchasing and budgetary policies and procedures, and issue purchase orders accordingly.
- Direct, coordinate and review the work plan for the Purchasing Division; meet with staff to identify and resolve problems; assign work activities and projects; monitor workflow; review and evaluate work products, methods and procedures.
- Supervise and train division personnel; assume responsibility for motivating and evaluating assigned personnel and initiating disciplinary procedures as appropriate.
- Maintain appropriate work records and documents which may include purchase orders, purchase reports, proposals and other documentation; prepare statistical and/or analytical reports on operations as necessary.
- Research, analyze and develop diversified and reliable sources of supplies. Establish and maintain contracts and negotiate with vendors; keep informed of new products; and evaluate vendor performance.
- Develop and implement formal and informal bidding policies; develop bid documents and competitive solicitations; conduct public bid openings; analyze bids against specifications and prepare bid analysis; compose and prepare staff reports; recommend award of contracts and/or purchase orders in accordance with all laws, City ordinances, and policies; develop other documents as necessary.
- Stay abreast of current and long-range trends in the field of purchasing and supply; attend seminar and professional meetings as necessary.
- Develop and administer the budget for the Purchasing Division; monitor and approve expenditures; recommend adjustments as necessary.
- Coordinate purchasing services with other City departments, divisions, and outside agencies. Serve as a technical resource to other departments; assist departments with budget estimates for the purchase of materials and equipment. Assume responsibility as liaison between vendors and City departments relative to procurement activities.

KNOWLEDGE OF:

- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative policies and other operational guidelines and directives for purchasing for a municipality.
- Modern and complex principles and practices of governmental purchasing, and methods and techniques of statistics.
- Methods and techniques for report preparation, writing, and record keeping.
- Principles of supervision, training, and performance evaluation.
- Principles of contract negotiation and administration.
- Safe driving principles and practices.
- Modern office practices, methods, and computer equipment.

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.
- Manage and coordinate the work of technical and administrative support personnel.
- Select, train, supervise, and evaluate staff.

- Effectively handle a variety of assignment simultaneously.
- Analyze and evaluate data and prepare comprehensive reports and studies.
- Communicate clearly and concisely.
- Plan, organize, and coordinate the City's purchasing operations.
- Prepare oral presentations and written reports.
- Work independently.
- Establish and maintain effective working relationships.

SKILL TO:
- Operate a computer and applicable software.
- Effectively operate a motor vehicle on city streets.
- Monitor market conditions, current prices, trade names, and brands related to purchasing for a municipality.

MINIMUM QUALIFICATIONS:
- A Bachelor's degree in Business Administration, Marketing, Accounting or a related field from a regionally accredited college or university.
- Three (3) years of professional purchasing experience including one (1) year in a supervisory capacity.
- A valid California Class C Driver License (If currently in possession of a valid driver's license from another state, a valid California Class C Driver License must be obtained within 30 days of employment).

PREFERRED QUALIFICATIONS:
- Possession of a Certified Professional Purchasing Manager (CPPM) certification or a Certified Purchasing Professional (CPP) certification.
- Professional work experience in purchasing within a municipality or related public agency.

WORKING ENVIRONMENT:
Indoor office environment with moderate noise level and subject to constant interruptions. Work may need to be performed outside of traditional work hours and attendance at meetings held in the evening may occasionally be required.

PHYSICAL DEMANDS:
This position requires prolonged sitting, standing, walking, reaching, twisting, and turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing documents and reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer, and acute hearing is required when providing phone service and communicating in person.

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.

Former title: Chief Procurement Official

RESOLUTION 2025-153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING

WHEREAS, it is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects the nature of work, organizational structure, or otherwise; and

WHEREAS, the proposed title change of the Chief Procurement Officer to a Purchasing Manager; and

WHEREAS, changes to job descriptions, job titles, and/or pay ranges require City Council approval.

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

SECTION 1. The City Council approves the following updated position control for Fiscal Year 2025-26:. Title change of the Chief Procurement Officer (T85) to a Purchasing Manager.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of October 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 2025-153, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th 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
Purchasing Manager Job Description

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-154, a Resolution of the City Council of the City of Banning Approving a License Agreement between the City of Banning and Kids Cures Foundation for the Use of the Art Welch Community Center located at 2041 Nicolet Street in Banning, California.**

RECOMMENDATION:

Adopt Resolution 2025-154

BACKGROUND:

The City of Banning owns the Art Welch Community Center, formally named the Armory Building located at 2041 Nicolet Street. The property was leased to the State of California until January of 2020. The Art Welch Community Center currently is used for a number of activities: 1) The Parks and Recreation Department one of the rooms to store equipment and supplies and the department offers some recreation programming in the facility; 2) The facility houses a local HAM radio club, through a similar license agreement in one of the small office rooms; and 3) The Kids Cures feeding program uses the facility for food storage and to offer their monthly food distribution program.

At the December 14, 2021 meeting of the City Council, the Council adopted Resolution 2021-127 approving a license agreement with Kids Cures Foundation, allowing them to use one large storage room, located on the northwest corner of the building and an adjacent space, approximately 22' x 40' on the main warehouse floor for Kids Cures to adequately store their food and supplies and to offer their monthly food distribution program. The initial license agreement was for a three-year term, with the ability to extend the agreement if mutually agreed upon. The agreement expired in December of 2024 and there was a belief that an extension had been agreed upon, and completed and approved extension was not completed. Kids Cures has continued to use the site and complied with all requirements of the agreement after the expiration including maintaining and providing insurance for use of the facility, paying an annual rental fee of $1 and a monthly utility fee of $100.

As part of a Climate Resiliency grant that was awarded to the city, a consultant has been brought on to develop a long-range plan for the Art Welch Community Center facility. The grant scope has plans for the facility to be a long-term option to house the City's EOC when activated and operate as a Community Center/Resiliency Center to provide needed services for the community. The creation of the plan is expected to last a year to a year and a half, after which depending on funding, the availability for housing a program like this may change. For that reason, this new draft license agreement has a one-year term with options to extend subsequent years as direction and facility availability warrant.

The agreement requires Kids Cures Foundation to indemnify the City of Banning and continue to maintain in full force the required insurance for use of the premises and their operations. Kids Cures

Foundation is a nonprofit 501(c)(3) corporation and the annual rent for the license will be $1.00. Additionally, Kids Cures shall pay a portion of the electricity costs for the building of $100.00 per month. Based on electric consumption in the building over the last twelve months and taking into consideration the Banning Electric utilities recently adopted rate changes, the average monthly electricity charges are estimated to be $220.00 to $300.00. The license agreement allows for a change to the monthly electric fee if the City enters into subsequent license agreements for use of the shared building space during the term of the agreement.

JUSTIFICATION:

The facility is used for storage and programming as possible but at this time, the space being used by the Kids Cures Foundation does not have another planned use. The Kids Cures Foundation has been serving the City of Banning for many years with monthly food distribution events taking place in the Community Center Parking Lot prior to the original license agreement for use of the Art Welch Community Center. The food distributions generally occur on the 4th Saturday of the month with up to 300 families in need are provided with food and supplies each month.

FISCAL IMPACT:

In the near term, there are no formalized planned uses of the building that are in conflict with this license agreement. However, the agreement has a term of one-year and does allow for a 60-day termination without cause if the City decides there is a more effective use of this space. As part of the license agreement, Kids Cures Foundation will pay for a share of the electric costs in the building.

ALTERNATIVES:

Do not adopt Resolution 2025-154 and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2025-154.docx
2. Draft License Agreement_KidsCures Foundation_Oct 2025.pdf

RESOLUTION 2025-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING THE LICENSE AGREEMENT BETWEEN KIDS CURES FOUNDATION AND THE CITY OF BANNING FOR USE OF THE ART WELCH COMMUNITY CENTER LOCATED AT 2041 NICOLET STREET IN BANNING CA

WHEREAS, the "Art Welch Community Center," located at 2041 Nicolet Street in Banning CA, is owned by the City of Banning; and

WHEREAS, Kids Cures Foundation, is a nonprofit corporation that runs a feeding program that significantly benefits Banning residents in need as well as the San Gorgonio Pass area as a whole; and

WHEREAS, the City Council of the City of Banning adopted Resolution 2021-127 at their December 14, 2021 regular meeting, approving a license agreement between the City of Banning and Kids Cures Foundation to store their food supplies and hosting monthly food distributions at the Art Welch Community Center; and

WHEREAS, although the license agreement expired in December 2024**,** the Kids Cures Foundation continues to use the facility as per the parameters set forth in the license agreement; and

WHEREAS, the Kids Cures Foundation has abided by the terms of the license agreement and has made annual lease fees of $1 and monthly utility fees of $100; and

WHEREAS, both the City of Banning and Kids Cures Foundation want to enter into a new license agreement for use of the property; and

WHEREAS, the approval of this agreement will ensure Kids Cures Foundation's continued operation as a valuable nonprofit that supports the City of Banning and its residents.

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

SECTION 1. The City Council approves the license agreement with Kids Cures Foundation for the license agreement for use of the Art Welch Community Center for a one-year term in an amount of $1 annually and $100 a month for utilities and subsequent amendments to extend the Agreement for additional one-year terms upon satisfactory performance.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the license agreement and to execute the license agreement with Kids Cures Foundation on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 28th day of October 2025.

Sheri Flynn
Mayor City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk, City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John O. Pinkney, City Attorney
SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-154, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of October 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

LICENSE AGREEMENT FOR USE OF REAL PROPERTY BETWEEN THE CITY OF BANNING AND KIDS CURES FOUNDATION

This LICENSE AGREEMENT FOR USE OF REAL PROPERTY BETWEEN THE CITY OF BANNING AND KIDS CURES FOUNDATION ("Agreement"), is dated as of the 28th day of October 2025 and is entered into by and between the City of Banning (the "City"), and the Kids Cures Foundation, a California non-profit 501(c)(3) corporation (Licensee) for property described herein.

RECITALS

A. The City is the owner of certain real property located in the City of Banning, County of Riverside, State of California, on which is located the Art Welch Community Center formerly called the Armory Building, located at 2041 Nicolet Street, and more particularly described on Exhibit " A" ("Property").

B. The property was leased to the State of California until January of 2020.

C. In December 2021, the City entered a three (3) year license agreement with Licensee for use of the space in the Armory building for the feeding program. After the expiration of the license agreement, Licensee has continued to use the facility, paid the established monthly and yearly fee, and provided all insurance as required.

D. The City is agreeable to enter into a new license agreement with Licensee to allow Licensee to use a portion of the interior space within the building (the Premises), as specified and depicted on Exhibit A, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum listed below, the mutual terms and covenants hereinafter set forth, and other consideration, the sufficiency of which is hereby acknowledged, City and Licensee hereby agree as follows:

1. LICENSE USE.

A. A portion of the interior building on the premises, including the northwestern room and an approximately 22' x 40' section of the central warehouse floor adjacent to the northwestern room of the building on the property are hereby permitted to be used by the Licensee for administration and storage purposes. These permitted areas of the building shall be referred to herein as the "Premises" or "licensed Premises."

B. The Premises shall not be used for any other purpose without first obtaining written consent of City, which consent shall not be unreasonably withheld.

C. The Licensee shall have access to the building through the main doorways and roll-up door as well as the parking lot and gate access of the Property.

D. The Licensee will be provided two sets of keys to each of the locks on the building in which the Premises are located as well as an active alarm code if applicable.

E. Schedule of activities: The Licensee shall store food and product in the Premises covered in this license Agreement, is allowed to receive deliveries to the Premises and have staff and volunteers access the Premises for the purpose of inventorying, receiving, and delivering food for their clients.

F. The Licensee shall annually complete a Facility Use Application (FUA) to provide an accurate schedule of all the activities and monthly distribution events to the City including dates and times for the scheduled events.

G. Other than scheduled monthly distribution events, the Licensee shall not be allowed to have clients on the Property or within the licensed Premises.

2. GRANT OF LICENSE: TERM.

A. Term: This License Agreement shall be for a period of one (1) year, commencing on the date of execution of this Agreement

B. Rent: Licensee shall pay the sum of one dollar annually to City as a license fee for use of the Premises. The license fee shall be paid by June 1st annually for the Term of the License.

C. Utilities: Licensee shall pay the sum of $100.00 per month to the City as payment for electricity charges unless amended per Section Three (3) of this Agreement.

D. Extensions: The Agreement may be extended for additional one (1) year terms, with the mutual consent of both parties.

E. Option to terminate: Either party to this License Agreement may terminate this Agreement and the License with or without cause by giving the other party sixty (60) days advanced written notice. Licensee shall have twenty (20), working days from the termination date of the License to remove all personal property from the Premises and the Property.

F. If the Licensee continues to occupy the Premises or Property after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement. Licensee hereby waives any and all rights to assert hardship as a defense to any unlawful detainer or similar proceeding by City for possession.

G. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, the Licensee's rights in the Property are limited to the rights created by this Agreement, which create only a license in the Property, which is revocable only as set forth expressly herein. The City and Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Property.

H. This License Agreement is specific to the Licensee and may not be transferred or assigned in any manner, without the prior written approval of the City in its sole and absolute discretion. Additionally, Licensee shall not enter into any "sublicenses" without the prior written approval of City in its sole and absolute discretion.

PERMITS AND FEES.

I. Licensee shall secure and maintain, at its own expense, all necessary permits it may be required to obtain and/or hold, and Licensee shall pay for all fees and taxes levied by an authorized public entity.

3. UTILITIES.

A. Licensee is responsible for paying a monthly electric charge of $100.00 during the term of this Agreement.

B. In the event the City enters into a license agreement with another entity within the same building on the Property or significant changes to the Premises occur that result in significant increases in electric consumption, upon mutual consent of the parties, this section may be amended, and the monthly sum may be adjusted.

4. CONSTRUCTION AND MAINTENANCE.

A. Licensee shall keep the Premises used by it in good, clean and safe condition, free of waste and debris, at all times.

B. The Licensee shall not permit any liens to be placed or remain on the Property by virtue of use or activities under this Agreement.

C. On Site Improvements by Licensee.

a. The Licensee may install security fencing within the building on the Property around the approximate 22' x 40' section of the main warehouse floor to secure their product.

b. The Licensee shall not remove, damage or alter in any way any existing improvements or personal property of the City within the Property, or construct any additional improvements, without City's prior written approval in the City's sole and absolute discretion.

c. The Licensee shall promptly repair any damage to City's property to the same condition that existed before the damage, reasonable wear and tear excepted.

d. Any alterations, improvements or installation of fixtures to be undertaken by Licensee shall have the prior written consent of City after Licensee has

submitted proposed plans for such alterations, improvements or fixtures to City in writing.

e. All alterations and improvements to be made, and fixtures installed, or caused to be made and installed by Licensee shall become the property of City with the exception of trade fixtures as such term is used in section 1019 of the California Civil Code.

f. At or prior to the expiration of this License, Licensee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Licensee shall restore the Premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, City may, at its election, either: (1) remove and store such fixtures and restore the Premises for the account of Licensee, and in such event, Licensee shall within thirty (30) days after billing and accounting therefore reimburse City for the costs so incurred, or (2) take and hold such fixtures as its sole property.

5. SIGNS. Licensee shall not erect, maintain or display any signs or other forms of advertising upon the Premises without first obtaining the written approval of City, which approval shall not be unreasonably withheld.

6. HAZARDOUS MATERIALS. Licensee shall not use, store, transport or release any Hazardous Substance in, on or near the Property. The term "Hazardous Substance" shall mean any and all of the any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.;the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C.§25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, etseq., all as they may from time to time be amended; any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code,

rule, regulation, order or decree due to its hazardous, toxic or dangerous nature; any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

7. INDEMNIFICATION. The Licensee shall indemnify, hold harmless and defend the City and each of its councilmembers, officers, employees, agents and volunteers from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by the City, the Licensee or any other person (including attorney's fe.es and litigation expenses), arising or alleged to have arisen directly or indirectly out of: (a) the occupancy, maintenance and use of the Property by Licensee or its contractors, or invitees and/or; (b) the breach or performance of this Agreement by Licensee or its contractors or invitees. The Licensee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

Should the Licensee contract any work on the Property or subcontract any of its obligations under this License, the Licensee shall first notify City in writing and shall require each consultant, contractor and subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This requirement shall survive termination or expiration of this Agreement.

8. INSURANCE. Throughout the term of this Agreement, the Licensee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

   i. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury" and "property damage", including premises and operation, completed operations and contractual liability (including, without limitation, indemnity obligations under this Lease) with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage.

   ii. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto

Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property.

iii. WORKERS' COMPENSATION insurance as required under the California Labor Code.

iv. PROPERTY insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

In the event the Licensee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

The Licensee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) the Licensee shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City, its officers, officials, employees, agents or volunteers be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Licensee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this Agreement, the Licensee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability insurance policy shall be written on an occurrence form and shall name the City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Licensees' insurance shall be primary and no contribution shall be required of the City, its officers, officials, employees, agents or volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Should the Licensee maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by the Licensee. Any Workers' Compensation

insurance policy shall contain a waiver of subrogation as to Landlord and its officers, officials, employees, agents and volunteers. The Property insurance policy shall name the City as a loss payee.

Upon request of the City, the Licensee shall immediately furnish the City with a complete copy of any insurance policy required under this License, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by the Licensee shall not be deemed to release or diminish the liability of the Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Licensee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Licensee, its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

The Licensee and its insurers hereby waive all rights of recovery against the City and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Licensee or its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them, or its property or the property of others under its care, custody and control. The Licensee shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive termination or expiration of this Agreement.

If the Licensee should contract any work on the Property or subcontract any of its obligations under this Agreement. the Licensee shall require each consultant, contractor and subcontractor to provide insurance protection in favor of the City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', contractors' or subcontractors' certificates and endorsements shall be on file with the Licensee and the City prior to the commencement of any work by the consultant, contractor or subcontractor.

9. DAMAGE OR DESTRUCTION. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property, except for loss or damage as is caused by the gross negligence or willful misconduct of City or its officers, employees or agents. The Licensee may insure all fixtures, equipment or other personal property for its own protection if it so desires.

10. SURRENDER OF POSSESSION. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Property and exercise the privileges and rights granted

under this Agreement shall cease, and it shall surrender and leave the Property in good condition, normal wear and tear and casualty not caused by Licensee excepted. Upon the expiration or earlier termination of this Agreement, Licensee shall immediately remove all personal property, and if Licensee fails to do so, City may retain or dispose of the same in any manner without liability to Licensee, and Licensee hereby waives all laws and statutes to the contrary.

11. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

A. The Licensee represents and warrants to the City that: (i) Licensee and its authorized signatory, have full right, power and authority to execute this Agreement; and (ii) Licensee's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the Licensee.

B. The Licensee has studied and inspected the Property and accepts the same "AS IS" without any express or implied warranties of any kind (including any warranties or representations by City as to title or its condition or fitness for any use) and subject to all matters of record.

12. NOTICES. Except as otherwise provided, all notices required or permitted to be given under this License must be in writing and addressed to the parties at their respective notice addresses set forth below. Notices must be given by reputable overnight messenger or by first-class certified mail, postage prepaid. Notices will be deemed effectively given in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service as certified mail, or one (1) business day after delivery to a reputable overnight messenger service for overnight delivery. The notice addresses of the parties are as follows:

If to City: City of Banning
789 N. San Gorgonio Ave
Banning, California 92220
Attention: Parks and Recreation Director

If to Licensee: Kids Cures Foundation
906 Beaumont Ave.
Beaumont, CA 92223
Attention: Shannon Smith

13. SEVERABILITY. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.

14. POSSESSORY INTEREST TAXES. The Licensee acknowledges that this License may create a possessory interest subject to taxation and that the Licensee may be subject to payment of any and all taxes levied on that possessory interest.

15. RULES AND REGULATIONS. The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to City, upon request, any permits, licenses or other evidence of compliance with the law.

16. RIGHT OF ENTRY RESERVED. The City may, at any time, enter the Property for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Property. Exercise of any of the foregoing rights by the City or others pursuant to City's rights shall not constitute an eviction of the Licensee, nor be made the grounds for any abatement of rent or any claim for damages.

17. TIME OF ESSENCE. Time is of the essence of every provision hereof in which time is a factor.

CITY OF BANNING

By: _____
Art Vela,
Interim City Manager

Attest:

_____
Sandra Calderon,
Acting Deputy City Clerk

Approved as to Form:

By: _____
John O. Pinkney
City Attorney

KIDS CURES FOUNDATION, a non-profit 501 (c)(3) corporation

By: _____
Shannon Smith
Executive Director

EXHIBIT "A"

DESCRIPTION OF "PROPERTY" AND THE LICENSED "PREMISES" WITHIN THE BUILDING ON THE PROPERTY

A. PROPERTY

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

The lot (s) of property that together comprise all property located at 2041 Nicolet Street, Banning, California, 92220 and which are within APN 538-082-013.

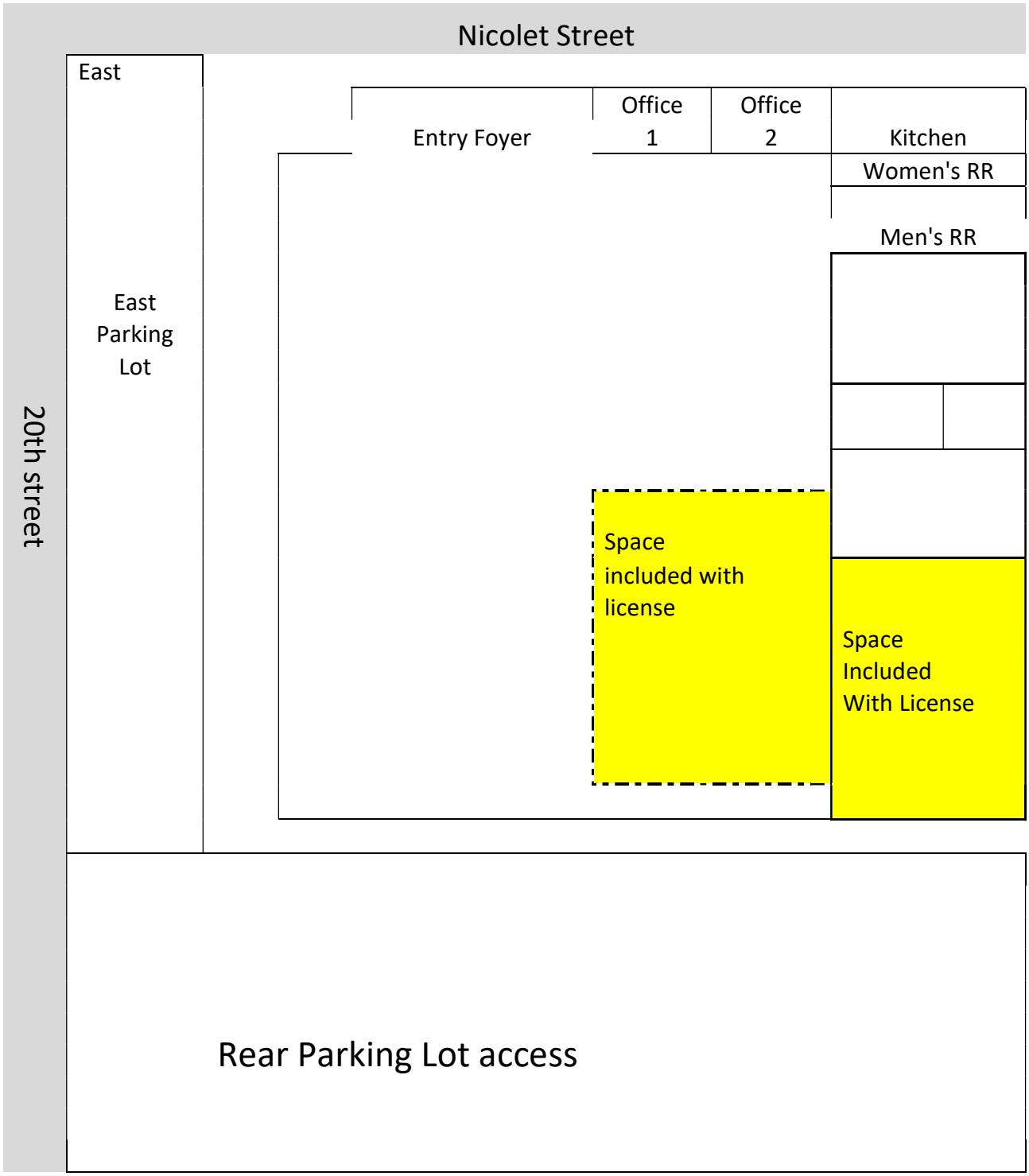
B. PREMISES

The square footage within Art Welch Community Center located on the Property at 2041 Nicolet Street, Banning, CA 92220, as described below:

The northwestern room in the Art Welch Community Center Approximately 24' x 36' and includes two existing access doors.

A section of the warehouse floor directly adjacent to the northwestern room in the building approximately 22' x 40'. (Diagram of building floorplan on next page)

Art Welch Community Center
Building Floorplan
(Not to scale)



CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Mary Yaryan, Associate Planner**
David Newell, Community Development Director

MEETING DATE: **October 28, 2025**

SUBJECT: **Consideration of Resolution 2025-150, Approving a Tentative Tract Map Application (Case No. TTM 38408 / PLN 24-0148), Submitted by Tilak Chopra to Subdivide Two Parcels Totaling 2.83 Acres into Eleven Residential Lots Located South of George Street and West of Cherry Street in the Low Density Residential (LDR) Zone.**

RECOMMENDATION:

Adopt Resolution 2025-150.

BACKGROUND:

Property Owner: Tilak Chopra

3270 W. Lincoln, LLC

19871 Yorba Linda Blvd, Ste 102

Yorba Linda, CA 92886

Representative: Angel Cesar

Blue Engineering

9320 Baseline Rd, Ste D

Rancho Cucamonga , CA 91701

Planning Commission Recommendation:

At the duly noticed public hearing on September 3, 2025, the Planning Commission considered the subject Tentative Tract Map application, Case No. 38408 (PLN 24-0148). After receiving the staff presentation, reviewing the project materials, and taking public testimony, the Planning Commission voted 5-0 to adopt Resolution 2025-07, recommending that the City Council approve Case No. TTM 38408 (PLN 24-0148), subject to the conditions of approval contained in Exhibit A.

Project Summary:

This is a request to allow the subdivision of two vacant parcels (APNs: 541-082-017 and 541-082-021), totaling approximately 2.83 acres, into eleven single-family residential lots and one lettered lot for a stormwater basin. The property extends from George Street to the north, Nicolet Street to the south, and is approximately 300 feet west of Cherry Street. Each proposed lot will meet or exceed the minimum 7,000-square-foot lot size requirement of the Low Density Residential (LDR) zoning district.

The subdivision will include internal local street access, utility connections, and drainage improvements designed in conformance with City standards. The lettered lot will be privately maintained and used for stormwater retention. Public Works improvements, including the construction of full-width streets improvements with curb, gutter, and sidewalk, will be required as part of the final map and improvement plan process.

Applications Filed:

Tentative Tract Map application, TTM 38408 (PLN 24-0148) for the subdivision of the 2.83-acre site into eleven (11) lots for development purposes ranging in size from 7,000 sq. ft. to 11,698 sq. ft. and one lettered lot for stormwater retention. The City Council shall review the Tentative Tract Map application for conformance with Section 66474 of the Subdivision Map Act and Banning Municipal Code Title 16.

Related Actions:

- On October 4, 2023, the Planning Commission continued the project to allow additional time to address concerns with the design of the half cul-de-sac. The Commission voted to continue the item to the regular Planning Commission meeting of December 6, 2023.
- On December 6, 2023, the Planning Commission voted to continue the item off calendar with no further discussion.
- On March 6, 2024, the Planning Commission discussed the project and continued the item to allow additional time for staff to work with the applicant to address comments and direction.
- On September 3, 2025, the Planning Commission voted 5-0 to recommend approval of the application, subject to conditions.

DESCRIPTION:

Existing Conditions:

The project site is vacant and previously disturbed for weed control. No structures currently exist on the property. Surrounding land uses include Low Density Residential (LDR) residential neighborhoods to the south, east, and west, and Roosevelt Williams Park to the north.

Existing Street Improvement Conditions			
Street Name	*Travel Lanes*	*Curb & Gutter*	*Sidewalk*
East George Street	Partial	N	N
East Nicolet Street	Partial	N	N

Surrounding Property	*Existing Land Use Per Chapter 17*	*Existing General Plan Designation*	*Existing Zoning Designation*
Subject Property	Vacant	Low Density Residential	Low Density Residential
North	Roosevelt - Williams Park	Open Space - Parks	Open Space - Parks
South	Single Family Homes, Existing	Low Density Residential	Low Density Residential
East	Single Family Homes, Existing	Low Density Residential	Low Density Residential
West	Single Family Homes, Existing	Low Density Residential	Low Density Residential

Project Compliance with Standards:

Pursuant to BZO Section 17.08.030, the following development standards apply:

Low Density Residential Standard	**Required/Allowed**
Max. Density (Units/Ac.)	0-5
Min. Lot Size	7,000
Min. Lot Width (Feet)	70
Min. Lot Depth (Feet)	90
Min. Setbacks • Front • Rear • Side	 20 15 10
Max. Bldg. Coverage	40%
Min. Private Outdoor Space (SF)	N/A
Min. Common Outdoor Space (SF)	N/A
Max. Building Height	2 Stories, 35 Feet
Perimeter Wall Height • North • South • East • West	 6 Feet 6 Feet 6 Feet 6 Feet
Floor Area Ratio (FAR) • One-story home • Two-story home	 .35 .60

Site Plan:

The subdivision design establishes an internal local street extending south from East George Street, terminating in a cul-de-sac that provides access to 9 of the 11 residential lots. The nine single-family residential lots are arranged along both sides of the internal street, and two residential lots with access from East Nicolet Street. The residential lot sizes range from 7,000 sq. ft. to 11,698 sq. ft., consistent with the Low Density Residential (LDR) zone. Vehicular access is provided from East George Street to nine lots and East Nicolet Street to two lots. Final design of frontage improvements, including curb, gutter, and sidewalk, will be reviewed and required by the City Engineer through the Public Works conditions of approval. Utilities and storm drain improvements will be constructed within the dedicated right of way.

The subdivision also includes Lot A (Lettered Lot), located in the southern area of the tract, south of the end of the proposed cul-de-sac, to serve as a privately maintained stormwater basin. This lot is designed to retain and manage on-site drainage in compliance with City stormwater standards.

Mass and Scale:

No homes are proposed at this time. The subdivision will establish lots that are consistent in size and pattern with adjacent single-family residential neighborhoods. Any future home construction will require separate Design Review approval prior to building permit issuance to ensure compatibility with surrounding development and compliance with LDR standards.

Buffers and Open Space:

The subdivision orients lots toward the new local street, providing a transition from E George St and to surrounding single-family homes. Perimeter fencing and landscaped side yards along E George St will be required as conditions of approval to ensure compatibility.

Grading and Topography:

The project site is generally flat with a gentle north to south downhill grade and minor contour variations. Based on the applicant's submittal and to staff's knowledge, no significant grading is proposed with the tentative tract map. Limited earthwork will occur only as necessary for weed control and routine site maintenance and will not substantially alter site topography or drainage patterns. Precise grading plans and permits will be required prior to the issuance of building permits for any new home. Stormwater runoff will be directed toward Lot A, the stormwater basin, in accordance with City standards.

JUSTIFICATION:

FINDINGS:

Tentative Tract/Parcel Map:

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 38408 (PLN 24-0148) below. The Planning Commission included these findings in its recommendation for approval to the City Council:

Finding A: The proposed Tentative Tract Map or Tentative Parcel Map is consistent with the General Plan.

Finding of Fact: The General Plan designates the site as Low Density Residential (0–5 du/ac). The proposed subdivision of two parcels into eleven residential lots and one lettered lot that each exceeds the 7,000 sq. ft. minimum lot size and maintains a density within the General Plan range. The design is compatible with surrounding neighborhoods and furthers the General Plan's policies on neighborhood character and land use compatibility.

Finding B: The design and improvements of the proposed Tentative Tract Map or Tentative Parcel Map are consistent with the zoning district in which the property is located.

Finding of Fact: The project meets Low Density Residential (LDR) zoning standards and City design requirements per BMC 17.08, providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: The site is physically suited for this type of development.

Finding of Fact: The 2.83-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into twelve lots that will be compatible in size to other surrounding properties.

Finding D: The subject site is physically suitable for the proposed density of development.

Finding of Fact: The proposed density complies with the Low-Density Residential designation (0–5 du/ac) and the proposed twelve lots is less intensive than the maximum allowed fourteen lots and is appropriate for the site's size, configuration, and surroundings.

Finding E: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Finding of Fact: The site is surrounded by existing residential uses and a City park, contains no significant vegetation or habitat, and is not identified in the MSHCP as supporting sensitive species.

Finding F: The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Finding of Fact: The subdivision design and future home construction will comply with all applicable City codes, California Building Code requirements, and adopted standards for stormwater management, street improvements, and safety.

Finding G: The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.

Finding of Fact: No public access easements exist on the site. The project includes the development of a local street and an access easement to be recorded with the Final Map, ensuring emergency and resident access without impacting surrounding neighborhood.

ENVIRONMENTAL DETERMINATION:

The proposed project is categorically exempt under CEQA Guidelines Section 15332 (Class 32 – Infill Development Projects). The project is consistent with the General Plan and Zoning Ordinance, is located within the City limits on a site less than five acres in size, is substantially surrounded by existing urban uses, and is served by all required utilities and public services. The project would not result in significant impacts related to traffic, noise, air quality, or water quality. The project is screened out from Traffic

Impact Analysis (TIA) requirements under the City's adopted TIA Guidelines, as it does not exceed applicable screening thresholds related to Vehicle Miles Traveled (VMT), trip generation, or potential safety concerns. These findings support the determination that the project qualifies for a categorical exemption under CEQA, and a Notice of Exemption (NOE) will be filed in accordance with CEQA requirements.

PUBLIC COMMUNICATION:

On October 17, 2025, a notice of public hearing was mailed to property owners within 300 feet of the project site, notifying the public that the subject application would be considered by the City Council at its regular meeting of October 28, 2025. The notice was also published in the *Record Gazette*, a newspaper of general circulation within the City of Banning, on October 17, 2025. As of the preparation of this staff report, no public comments have been received either in support of or in opposition to the project.

FISCAL IMPACT:

Approval of Tentative Tract Map No. 38408 (PLN 24-0148) will not result in a direct fiscal impact to the City's General Fund. The applicant is responsible for all costs associated with the subdivision, including design, construction, and installation of required public improvements. Processing costs have been recovered through application fees. Future development of the site will generate property tax revenue and development impact fees, which will offset the cost of providing municipal services to the new residential lots.

ALTERNATIVES:

1. Adopt the Resolution 2025-150 with Modifications. Approve the Tentative Tract Map but direct staff to modify or add conditions of approval as determined by the City Council.
2. Continue the Public Hearing. Continue the item to a date certain or a future meeting to allow time for additional information, analysis, or project modifications.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. PLN_24-0148_CC_RESOLUTION_2025-150.pdf
2. PLN 24-0148 Conditions of Approval CC.pdf
3. 2025 09 03 Regular PC Meeting Minutes Final.pdf
4. PLN 24-0148 TTM 38408 Plans.pdf
5. PLN 24-0148 GIS Exhibits.pdf
6. PLN 24-0148 NOE.pdf
7. PLN 24-0148_affidavit.pdf

RESOLUTION 2025-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 38408 (PLN 24-0148), TO ALLOW FOR THE SUBDIVISION OF TWO PARCELS TOTALING 2.83 ACRES INTO ELEVEN RESIDENTIAL LOTS WITH A MINIMUM LOT SIZE OF 7,000 SQUARE FEET AND ONE LETTERED LOT (BASIN) WITHIN THE LOW DENSITY RESIDENTIAL (LDR) ZONING DISTRICT (APN 541-082-017 AND -021)

WHEREAS, Angel Cesear ("Applicant"), on behalf of Tilak Chopra ("Owner"), has applied for Tentative Tract Map No. 38408, Case No. PLN 24-0148, to allow for the subdivision of two parcels totaling 2.83 acres (APN 541-082-017 and -021) into eleven residential lots with a minimum lot size of 7,000 square feet and one lettered lot (basin) within the Low Density Residential (LDR) zoning district; and

WHEREAS, the Planning Commission has the authority, pursuant to the Subdivision Map Act (Government Code Section 66410 et seq.) and Title 16 (Subdivisions) of the Banning Municipal Code, to make a recommendation to the City Council on Tentative Tract Map applications; and

WHEREAS, on September 3, 2025, the Planning Commission held a duly noticed public hearing on Tentative Tract Map No. 38408, received a staff report, public testimony, and project materials, and voted 5-0 to adopt Resolution 2025-07 recommending the City Council approve the Tentative Tract Map subject to conditions of approval; and

WHEREAS, public notice for the October 28, 2025 City Council meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

WHEREAS, the City Council has reviewed the staff report, Planning Commission recommendation, environmental documentation, proposed tentative tract map, supporting materials, and public testimony and finds the project in conformance with the requirements of the Subdivision Map Act, the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

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

SECTION 1. ENVIRONMENTAL DETERMINATION

The proposed project is subject to environmental review under the California Environmental Quality Act (CEQA). Based on a review of the project scope, site conditions, and supporting documentation, staff has determined that the project qualifies for a Categorical Exemption under CEQA Guidelines Section 15332 (Class 32 – Infill Development Projects). The project is consistent with the General Plan and zoning designations, is located within City limits on a site less than five acres in size, is substantially surrounded by existing urban uses, and has no value as habitat for endangered, rare, or threatened species.

Furthermore, the project does not trigger any exceptions under CEQA Guidelines Section 15300.2, such as cumulative impacts, unusual circumstances, or effects on sensitive

environmental resources. The subdivision will be served by existing utilities and public services and will not result in significant impacts related to traffic, noise, air quality, or water quality.

Multiple Species Habitat Conservation Plan (MSHCP)

The project site is not located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) area. Therefore, no review under the MSHCP is required.

SECTION 2. REQUIRED FINDINGS FOR TENTATIVE TRACT MAP PLN 24-0148

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 38408 (PLN 24-0148) below:

Finding A: The proposed Tentative Tract Map or Tentative Parcel Map is consistent with the General Plan.
Finding of Fact: The General Plan designates the site as Low Density Residential (0–5 du/ac). The proposed subdivision of two parcels into eleven residential and one letter lots exceeds 7,000 sq. ft. minimum lot size and maintains a density within the General Plan range. The design is compatible with surrounding neighborhoods and furthers the General Plan's policies on neighborhood character and land use compatibility.

Finding B: The design and improvements of the proposed Tentative Tract Map or Tentative Parcel Map is consistent with the zoning district in which the property is located.
Finding of Fact: The project meets Low Density Residential (LDR) zoning standards and City design requirements per BMC 17.08, providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: The site is physically suited for this type of development.
Finding of Fact: The 2.83-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into twelve lots that will be compatible in size to other surrounding properties.

Finding D: The subject site is physically suitable for the proposed density of development.
Finding of Fact: The proposed density complies with the Low-Density Residential designation (0–5 du/ac) and the proposed twelve lots is less intensive than the maximum allowed fourteen lots and is appropriate for the site's size, configuration, and surroundings.

Finding E: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
Finding of Fact: The site is surrounded by existing residential uses and a City park, contains no significant vegetation or habitat, and is not identified in the MSHCP as supporting sensitive species.

Finding F: The design of the subdivision or type of improvements is not likely to cause serious public health problems.
Finding of Fact: The subdivision design and future home construction will comply with all applicable City codes, California Building Code requirements, and adopted standards for stormwater management, street improvements, and safety.

Finding G: The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.
Finding of Fact: No public access easements exist on the site. The project includes the development of a local street and an access easement to be recorded with the Final Map, ensuring emergency and resident access without impacting surrounding neighborhood.

SECTION 3. APPROVAL

The City Council hereby approves Tentative Tract Map No. 38408 (PLN 24-0148), subject to the Conditions of Approval attached hereto as Exhibit A.

SECTION 4. CERTIFICATION

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 28th day of October, 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 2025-150, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th 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
Conditions of Approval

City of Banning
Community Development Department
Conditions of Approval

PROJECT: Tentative Tract Map No. 38408 - PLN 24-0148
SUBJECT: Conditions of Approval (City Council Resolution 2025-150)
APPLICANT: Angel Cesear ("Applicant") & Tilak Chopra ("Owner")
LOCATION: APNs: 541-082-017 & 541-082-021

EXHIBIT A

To City Council Resolution 2025-150

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

Community Development

The Department of Community Development 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 Planning Division at (951) 922-3125 for compliance with the following conditions.

Planning Division

COA #	Condition of Approval	Completion Milestone	Status
PLN.GENERAL.01	The project shall always comply with all federal, state, County and City laws, codes, regulations, and standards.	Informational	
PLN.GENERAL.02	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,	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	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.		
PLN.GENERAL.03	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.	Informational	
PLN.GENERAL.04	The Project permitted under PLN 24-0148 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. Upon granting of an extension, the Community Development Director shall ensure that the Tentative Tract Map complies with all current provisions of BMC Title 16 and Subdivision Map Act.	Informational	
PLN.GENERAL.05	A copy of the signed Resolution of Approval or Community Development Director's letter of approval, along with all conditions of approval and any applicable mitigation measures imposed on Tentative Tract Map No.38408, PLN 24-0148, shall be reproduced in legible form on all grading, building, construction, improvement, landscape, and irrigation plans submitted for review and approval as required by the reviewing department.	Informational	
PLN.GENERAL.06	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.	Informational	
PLN.GENERAL.07	The subject property shall be operated and maintained in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable regulations within the BMC.	Informational	
PLN.GENERAL.08	The Applicant shall submit a perimeter landscape plan for review and approval by the Community Development Department. Landscaping shall be used to soften the visual impact of fencing and integrate the project with surrounding properties, consistent with BMC 17.12.140(B). All required	Prior to Issuance of Building Permits	

COA #	Condition of Approval	Completion Milestone	Status
	landscaping shall be installed prior to final occupancy of any dwelling unit within the subdivision.		
PLN. GENERAL.09	The Applicant shall submit a detailed perimeter fencing plan for review and approval by the Community Development Department. Fencing shall be designed in a manner that is compatible with adjacent properties and consistent with BMC 17.12.130(C). All required fencing shall be installed prior to final occupancy of any dwelling unit within the subdivision.	Prior to Issuance of Building Permits	
PLN.GENERAL.10	The project TTM PLN 24-0148 shall comply with all Conditions of Approval approved by City Council Resolution No. 2025-150.	Informational	
PLN.GENERAL.11	Applicant shall pay all development fees adopted by the City in effect at the time of issuance of any building permits, which shall include but not be limited to: TUMF, MSHCP, police and fire safety developer fees, water and sewer fees, park land dedication fees, park facilities fee, impact fees and electric meter installation fees etc. Project proponent shall provide written evidence to the City that school mitigation fees have been paid or other arrangements acceptable to the Banning Unified School District have been met.	Informational	
PLN.TTM.01	The subdivision shall be developed in substantial conformance with the approved Tentative Tract Map, the associated exhibits, and these Conditions of Approval.	Final Map	
PLN.TTM.02	All lots shall meet or exceed the minimum lot size, width, depth, and other dimensional requirements of the Banning Municipal Code at the time of Final Map recordation.	Prior to Final Map	
PLN.TTM.03	Any common open space, entry features, or landscape areas shown on the Tentative Map shall be landscaped per an approved plan prior to occupancy of the first dwelling unit.	Prior to Occupancy	
PLN.TTM.04	If common areas, open space, or private streets are proposed, the applicant shall establish a Homeowners' Association (HOA) or other mechanism acceptable to the City to ensure ongoing maintenance.	Informational	
PLN.TTM.05	Covenants, Conditions, and Restrictions (CC&Rs) shall be submitted to the Planning Division for review to ensure they address maintenance of any common areas, landscaping, and private improvements.	Informational	
PLN.TTM.06	The applicant shall coordinate with the City's Community Development Department for the addressing of all lots prior to recordation of the Final Map.	Prior to Final Map	

City of Banning
Community Development Department
Conditions of Approval

Office of the Fire Marshal

COA #	Condition of Approval	Status
Fire.01	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 the Fire Department 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. Reference CFC as amended. A. Will Serve Letters from the responsible water purveyor are required prior to a map recordation. 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 the CFC Appendix C. Fire hydrants shall be located no more than 600 feet from all portions of the exterior of the building along an approved route from a fire apparatus access road. 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 1000 feet along streets for transportation hazards. The size and number of outlets required for the approved fire hydrants are 4 x 2 . Final fire hydrant locations shall be determined during the fire water plan review. Reference CFC as amended.	
Fire.02	Tract Water Plans - If fire hydrants are required to be installed, applicant/developer shall furnish the water system fire hydrant plans to 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.	
Fire.03	Fire Department Access - Fire apparatus access roads shall be provided within 300 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 shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road is 53 feet outside 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.	
Fire.04	Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Riverside County Fire Department Standards.	
Fire.05	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. Parallel parking around the perimeter of the bulb is acceptable, provided the bulb outside turning radius is increased by 8 feet for a total of 53 feet outside radius. Reference CFC as amended and Riverside	

COA #	Condition of Approval	Status
	County Fire Department Policies and Standards. Fire access plan to include signage and or curbing shall be required.	
Fire.06	Fire and Life Safety Requirements - Final fire and life safety conditions will be addressed when the Fire Department reviews any subsequent submittals. These conditions will be based on the California Fire Code (CFC), California Building Code (CBC), and related codes/standards adopted and amended at the time of construction plan submittal.	
Fire.07	Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and be approved prior to installation. Reference CRC.	
Fire.08	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.	
Fire.09	Hazardous Vegetation and Fuel Management Plan Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and State Responsibility Area, Very High, High and Moderate Fire Hazard Severity Zones shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. A preliminary plan shall be approved by the Fire Department prior to any new parcel map recordation. Reference CFC as amended.	
Fire.10	Materials and Construction Methods for Exterior Wildfire Exposure - Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and State Responsibility Area, Very High, High and Moderate Fire Hazard Severity Zones shall comply with Chapter 3, R337 of the California Residential Code and California Code of Regulations Title 14 Fire Safety Regulations. Reference CFC as amended.	

Banning Electric Utility

The Department of Banning Electric Utility 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 Banning Electric Division at (951) 922-3160 for compliance with the following conditions.

Electric Engineering Division

COA #	Condition of Approval	Completion Milestone	Status
BEU.ENG.01	Provide electrical single line drawing and electrical calculation. Complete and submit BEU New Service Questionnaire for review and to properly size BEU facility.	Final Map	
BEU.ENG.02	The City of Banning Electric Utility (BEU) will require adequate easements needed to service the project. An	Final Map	

COA #	Condition of Approval	Completion Milestone	Status
	easement area behind sidewalk will be required along the corridor adjacent to the George St, Nicolet St and on (N) unnamed N/S road in the tract for vaults, conduits, streetlights and pad mounted transformers and switches. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to include the installation of electric distribution facilities within all common areas.		
BEU.ENG.03	Streetlight infrastructure is to be installed by the developer and are assumed to be publicly owned and maintained by the BEU.	Final Map	
BEU.ENG.04	Prior to constructing BEUs electric distribution system, the developer shall submit a detailed engineering plan showing design, location, and schematics for the utility system to be approved by BEU. It will also be required that the developer follow the Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project. Design conditions and requirements to serve the project with electricity shall be discussed and reviewed following approval of TTM No. 38408.	Final Map	
BEU.ENG.05	The Developer shall execute one or more line extension agreements with the BEU providing for the installation, construction, improvement, and dedication of the utility system following approval of tentative tract map, if needed.	Final Map	
BEU.ENG.06	All electric utility equipment will require to have adequate working clearances per local and state requirements, because of this some items such as trees and bushes may be eliminated. This equipment includes substructures, transformers, pad mounted switch gear and meter locations.	Final Map	

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

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.GENERAL.01	The subject property shall substantially conform to the approved PLN 24-0148, TTM 38408. 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	Revisions to the approved TTM 38408 during plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).	Informational	
PW.GENERAL.03	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.04	The applicant shall comply with the approved site plan, the preliminary grading plan, the preliminary WQMP (pWQMP), preliminary Drainage Study, 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	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
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	
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 weather vehicular access shall be maintained at all times to all parts of the proposed subdivision, where construction work is in progress, for emergency vehicles.	Informational	
PW.GENERAL.11	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.12	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	

Plans and Clearances

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.

City of Banning
Community Development Department
Conditions of 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	Rough Grading Plan	1" = 40'	
	Precise Grading Plan	1" = 20'	
	Retaining Walls (if any)	1" = 40'	May be included with any grading plan
	Erosion and Sediment Control	1" = 40'	Shall be included with any grading plan
Improvement	Street Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	
Plans	Signing and Striping Plan	1" = 40'	May be included with SIP
	Traffic Control Plan	1" = 40'	May be included with SIP
	Storm Drain Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Potable Water Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Sewer Plan	1" = 40' Horiz/ 1" = 4' Vertical	
Final Maps	Final Map	1" = 40'	
	Easement Dedications		if any, outside map boundary
	Corner Records		
	Records of Survey		if required
Technical	Geotechnical Report		
Studies	Compaction Report		
	Hydrologic and Hydraulic Report		
	Water Quality Management Plan (WQMP)		

Permits and	Permission to Grade		
Agreements	Construction Agreements		
	Encroachment Permits		
	BMP Agreement		
	Landscape Maintenance Agreement		
	Subdivision/Improvement Agreement		
	Performance Bonds		
	Labor and Material Bond		
	Maintenance Bond		
	Non-Interference Letter		
Certifications	Grading Certifications		
	Pad Certifications		

Final Map

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.01	The submittal, approval, and recordation of the Final Map shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.	Informational	
PW.Map.02	The Final Map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.	Informational	
PW.Map.03	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	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Map.04	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	
PW.Map.05	All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer and/or other agency maintaining public facilities. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.	Informational	
PW.Map.06	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.07	A map of the proposed subdivision drawn at 1”=200’ showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.	Informational	
PW.Map.08	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.09	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	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Map.10	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 Final Map Recordation	
PW.Map.11	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 Final Map Recordation	
PW.Map.12	The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.	Prior to Final Map Recordation	
PW.Map.13	The applicant shall offer to dedicate to the City of Banning additional Right of Way as described below: George Street - 33' Half Width Right of Way Nicolet Street - 33' Half Width Right of Way All offers of dedication shall include the corner cut-back at all intersections.	Prior to Final Map Recordation	
PW.Map.14	Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows: Faithful Performance Bond 100% of estimated cost Labor and Material Bond 100% of estimated cost Monumentation Bond - In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.	Prior to Final Map Recordation	
PW.Map.15	The City and the applicant are to enter into a Subdivision Improvement Agreement/Public Improvement Agreement to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans.	Prior to Final Map Recordation	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Map.16	The applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house number system shall be in accordance with Section 12.32 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal.	Prior to Final Map Recordation	
PW.Map.17	The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside.	Prior to Issuance of Building Permit	
PW.Map.18	Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period.	Prior to Release of Surety	
PW.Map.19	The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when: • Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor. • Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.	Prior to Release of Surety	
PW.Map.20	Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.	Prior to Release of Surety	

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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	Rough grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.	Informational	
PW.Grade.06	Impacts to jurisdictional streams, creeks and drainages shall be reviewed and approved by the appropriate regulatory agencies with jurisdiction in this area and will require the appropriate required permits issued. Long term regular maintenance and operation of drainage improvements, such as detention basins, shall be included in the initial regulatory permitting applications.	Informational	
PW.Grade.07	A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.	Prior to Recordation of a Final Map	
PW.Grade.08	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.09	Within park areas or areas accessible to the public, detention/retention basins will be protected from public entry as required.	Prior to Issuance of a Grading Permit	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.10	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	
PW.Grade.11	A grading permit shall be obtained from the Public Works Department prior to the commencement of any grading work.	Prior to Issuance of a Grading Permit	
PW.Grade.12	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	

COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.13	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.14	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 Building Permit	
PW.Grade.15	The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.	Prior to Issuance of a Building Permit	
PW.Grade.16	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, drainage 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	The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded,	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	additional drainage facilities shall be designed and constructed.		
PW.Storm.03	The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site detention basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to retain the 100 year 3 hour storm. Detention facilities shall have a maximum draw down time of 72 hours.	Informational	
PW.Storm.04	Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Drainage facilities shall be in accordance with the approved tentative map and specific plan. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD.	Informational	
PW.Storm.05	If the site is located in a Flood Area as identified in Flood Insurance Rate Map dated August 28, 2008 the applicant is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.	Informational	
PW.Storm.06	The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Prior to issuance of any grading permits, FEMA may require a hydrologic and hydraulic analysis to be submitted and approved that demonstrates that the development will not cause any rise in base flood levels.	Informational	
PW.Storm.07	Trash Capture Devices are designed to keep trash, sediment, and debris from entering the City's storm sewer system including its' curb and gutters. If the project is located in a "Priority Land Use" area on the City's Trash Amendment Map (defined as: High-Density residential areas, Mobile Home Parks, Industrial areas (Airport Industrial, manufacturers, storage warehouses, distribution centers, junkyards), Commercial areas (Business Park, Professional Offices, Mobile Home Park, Highway Serving Commercial), Mixed-use areas, and Public Transportation areas with runoff that drains to or from bus stops), the developer shall install, operate and maintain a "Full Capture" trash treatment control device for all storm drain systems (catch basins, inlets,	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	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 trash treatment control device shall be designed and 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 device and an annual self-inspection report shall be submitted to the Engineering Division.		
PW.Storm.08	The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in the Final Water Quality Management Plan (WQMP).	Prior to the Recordation of a Final Map	
PW.Storm.09	The applicant shall prepare a Final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify if the project meets the criteria of a Priority Development Project and identify project Site Design BMP's and Treatment Control BMP's as applicable. The WQMP shall be reviewed and approved by the City Engineer.	Prior to the Issuance of a Grading Permit	
PW.Storm.10	The applicant shall complete and record a BMP agreement as part of the review of the WQMP.	Prior to the Issuance of a Grading Permit	

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	All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections.	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Street.03	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.04	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.05	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.06	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.07	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.08	A minimum of 36' of asphalt pavement are required for all new roadways. For LOCAL, COLLECTOR, DIVIDED COLLECTOR, and SECONDARY HIGHWAYS, applicant shall provide additional pavement opposite the street centerline of the project to meet the 36' pavement requirement.	Informational	
PW.Street.09	A minimum width of 20 feet for a paved or all weather emergency access.	Informational	
PW.Street.10	Applicant shall provide horizontal and vertical site distance calculations for review and approval by the City Engineer. Safe horizontal traffic sight distances and vertical curve sight distances shall be maintained regardless of street intersection angles, street grades, landscaping, or the lot configuration shown on the approved tentative tract map, as follows: • All vertical curve sight line design shall be per the Caltrans Design Manual (Figures 201-latest, Topic 405-latest, et al). The vertical curve design speed along with the requisite vertical curve geometric data shall be shown on the improvement-drawing sheet where the curve occurs. • All horizontal curve sight line design shall be per Riverside County Standards (Plates 114, 821, et al). Horizontal curve design speeds along with the related geometric data shall be tabulated on the improvement drawing sheets where the curves occur. • Horizontal and vertical sight distances shall be maintained even if such compliance results in reconfigured lots and/or a reduction in the lot count shown on the approved tentative map. City of Banning Ordinances shall be met while achieving the required safety requirements.	Informational	
PW.Street.11	In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	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.).		
PW.Street.12	The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance with City of Banning standard drawings at a scale of 1"=5' or larger if necessary.	Informational	
PW.Street.13	ADA Ramps shall comply with City of Banning Standards and PROWAG guidelines, whichever is stricter.	Informational	
PW.Street.14	All streets shall have a maximum grade of 15 percent. Wherever feasible street grades should be kept to 10 percent or less.	Informational	
PW.Street.15	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.16	Residential driveway grades shall not exceed ten percent unless approved by the City Engineer.	Informational	
PW.Street.17	Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raies pavement markers at fire hydrants), and street name signs.	Informational	
PW.Street.18	All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution, telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500.	Informational	
PW.Street.19	**George Street**: Construct half width street improvements for COLLECTOR roadway per City of Banning Standard ST-100, (33' half width R/W, 22' offset to C&G, 14' AC opposite project frontage) including the following: Curb and Gutter, AC Pavement, Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.	Informational	
PW.Street.20	**Nicolet Street**: Construct half width street improvements for COLLECTOR roadway per City of Banning Standard ST-100, (33' half width R/W, 22' offset to C&G, 14' AC opposite project frontage) including the following: Curb and Gutter, AC Pavement, Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.	Informational	
PW.Street.21	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	Prior to Grading Permit	

COA #	Condition of Approval	Completion Milestone	Status
	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.		
PW.Street.22	The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.	Prior to Recordation of Final Map	
PW.Street.23	Street lights shall be installed in accordance with the City of Banning Electric Department Standards. A detailed lighting plan shall be submitted for review and approval by the City's Electric Department and City Engineer prior to recordation of TR 38408. The plan shall indicate style, illumination, location, height and length of mast arm.	Prior to Encroachment Permit	
PW.Street.24	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.25	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.26	Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer and Public Works Director.	Prior to Certificate of Occupancy	
PW.Street.27	Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets.	Prior to Release of Surety	

Landscaping

COA #	Condition of Approval	Completion Milestone	Status
PW.LS.01	Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Street cut permits may be denied and alternate methods may be required for any construction within a street that was accepted by the City within the prior five years.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.LS.03	The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public rights-of-way, and median islands constructed in connection with the project in accordance with applicable City standards until maintenance of such area is turned over to an HOA or to individual property owners. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal.	Informational	
PW.LS.04	Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer.	Informational	
PW.LS.05	All landscape improvements within public right of way shall be compliant with the City of Banning MWELO guidelines.	Informational	
PW.LS.06	A homeowners' association shall be established and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer at the time set forth in the DA providing for maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, onsite private parking/roadway, any debris basins, BMPs referenced in the approved WQMP, and median island landscaping. The developer shall appoint the initial members of the Board of Directors of the homeowners' association or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.	Prior to Recordation of Final Map	
PW.LS.07	The conditions, covenants, and restrictions shall contain provisions which prohibit dissolution of the homeowners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the homeowners' association. The conditions, covenants and restrictions shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these Conditions of Approval.	Prior to Recordation of Final Map	

COA #	Condition of Approval	Completion Milestone	Status
PW.LS.08	An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.	Prior to Occupancy	
PW.LS.09	Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval.	Prior to Surety Release	

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 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.Wat.05	A water improvement plan shall be submitted, separate from grading or site plans, 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	

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.06	All water lines and fittings shall be a minimum of 8-inch in diameter and shall be DIP. Water line easements shall be a minimum width of 20 feet if installed outside of right-of-way or public utility easement.	Informational	
PW.Wat.07	Fire hydrants shall be installed within and on the tract boundaries as per approved plans, at a 300-foot maximum spacing.	Informational	
PW.Wat.08	The fire service with require 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.09	Detailed water demand calculations shall be submitted to justify meter sizing and to determine annual water demands, both for indoor and outdoor use.	Informational	
PW.Wat.10	A backflow device must be installed 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.11	All water mains shall be looped whenever feasible, and dead-end water mains shall be provided with fire hydrants and auto-flush systems.	Informational	
PW.Wat.12	All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles.	Prior to Building Permit	

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	Each residential unit shall have its own sewer lateral and shall be PVC SDR 26.	Informational	
PW.Sew.04	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.05	Any pad with an elevation lower than the nearest upstream manhole rim elevation shall require a backwater valve.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Sew.06	Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer.	Prior to Recordation of Final Map	
PW.Sew.07	The applicant shall inspect with CCTV all new public sewer mains and submit to the City for review and approval prior to surety release and acceptance of sewer improvements.	Prior to Release of Surety	

Refuse

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.02	Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.	Informational	
PW.Refuse.03	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.04	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.05	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.06	Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Solid Waste Program Coordinator (SWPC) prior to commencement of construction or demolition. Contact the SWPC at refuse@banningca.gov or 951.922.3193 for further details and to obtain a plan template.	Prior to Demolition AND/OR Prior to Building Permit	
PW.Refuse.07	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	

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.08	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	

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.05	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.06	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.07	Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accorcande with the fee schedule in effect at that time.	Prior to Installation	
PW.Fees.08	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.09	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.10	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

Minutes

PLANNING COMMISSION - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

September 3, 2025
5:30 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

1. CALL TO ORDER – 5:30 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	

Assistant City Attorney, Robert Patterson reviewed provisions from the Manual for Procedural Guidelines after the start of the Planning Commission meeting. He highlighted rules on decorum and order and concluded by reminding that all remarks should be directed to the presiding officer.

2. PUBLIC COMMENTS

No public comments.

3. CONSENT AGENDA

3.1 Approval of the meeting minutes for the August 6, 2025, Special Planning Commission meeting.

Chair open public comments.
No public comments.

Chair closed comments.

Chair Dale requested that a statement of the report be stricken from the record on page 2, as the statement could not be verified and was probably not material to the discussion. Dale received concurrence from the other Commissioners.

ACTION: Motion/Second (Phelps/Rodriguez) to approve the minutes of August 6, with revisions.

Motion carried unanimously 5-0.

4. PUBLIC HEARING

4.1 Tentative Tract Map No. 38408 (TTM 38408 / PLN 24-0148), submitted by property owner

Tilak Chopra, to subdivide two parcels (APN: 541-082 -017 and 541- 082-021) located in the Low Density Residential (LDR) zoning district, totaling approximately 2.83 acres, into eleven residential lots with a minimum size of 7,000 square feet and one letter lot (basin).

Recommendation:

Adopt Resolution 2025-07, recommending the City Council approve Tentative Tract Map No.

38408 (PLN 24-0148), subject to conditions of approval.

Mary Yaryan, Associate Planner provided the staff report.

Nate Smith, Deputy Director of Public Works/ City Engineer explained that an earlier design was not ready to proceed due to issues with a cul-de-sac, fire and trash truck access, and right-of-way or easement requirements. The applicant subsequently redesigned the projects to provide a full turnaround per city standards.

Staff clarified that subdivision approval does not include single-family residential design, but any project with more than four homes will trigger design review. MS-4 permit requirements for subdivision of 10+lots, noting that centralized basins are generally more efficient and manageable than individual lot-based system.

Staff confirmed an easement would be required through Lot 4 to ensure legal access, and the condition will be addressed on the final map.

Questions were asked about home prices, but staff noted none are planned yet. An HOA or other similar private maintenance instrument will be required to maintain the retention basin. The idea of making the basin a public amenity was considered but dismissed. Landscaping will follow city code. Staff explained current utility policy doesn't support extra service laterals for ADU's. A future study session on ADU infrastructure was suggested.

Staff confirmed the final map must be submitted and approved within two years under municipal code. Landscaping and fencing plans will be reviewed with building permits and installed before occupancy. Perimeter fencing will depend on whether homes are built in phases or individually.

Angel Cesar, P.E. QSD, Blue Engineering answered questions from the Commission.

Questions were asked about responsibility for maintaining the retention basin; the applicant said they would work with staff. The city attorney explained CC&Rs could require all lot owners to share costs, even before homes are built. The applicant said the lots may be sold to a single builder for custom homes, with pricing intended to be consistent with the surrounding area, but specific costs are not yet known.

Chair Dale opened Public Hearing at 6:08 p.m.
No Public Comments.

Chair Dale closed Public Hearing at 6:08 p.m.

Staff noted that questions about housing design and ADUs would be addressed when homes are proposed.

ACTION: Motion/Second (Marshall/Phelps) recommending the City Council approve Tentative Tract Map No.38408 (PLN 24-0148), subject to conditions of approval. Motion carried unanimously 5-0.

4.2 Conditional Use Permit PLN 24-0103 and Design Review PLN 24-0117 submitted by property owner, Snipe Equipment, LLC, to install and operate 40 dual-band satellite spherical gateway antennas on a 0.38 acre portion of a 2.12 acre site located in the Industrial (I) zoning district (APN 532-130-020).

Recommendation:

Adopt Resolution 2025-08, Approving the Conditional Use Permit PLN 24-0103 and Design Review PLN 24-0117, subject to conditions of approval.

Mary Yaryan, Associate Planner provided the staff report.

Staff answered clarifying questions regarding project conditions, including:

- Surveys for burrowing owls and nesting birds (to be completed by a biologist)
- Landscaping maintenance, airport lighting and glare compliance (addressed by Planning Department Conditions and ALUC review)
- CEQA Section 15301 – new construction or small structures applies to this project
- Fencing, access, and emergency signage discussed; Fire department raised no concerns.
- Landscaping applies only to fenced SpaceX site, SpaceX responsible for maintenance.
- Antenna, structures: exterior domes painted with protective coating; internal components addressed. Urban wildlands interface policies mostly not applicable.

Jillianne, Newcomer, Director at Network Connect provided a presentation.

- Overview of Starlink gateway project, including layout, antennas, equipment, and connectivity.
- Antennas broadcast to satellites; 40 antennas in 4 quadrants; fenced site with protective domes.
- Security handled via fencing with periodic site checks, and alert system, no on-site lighting at night.
- Maintenance scheduled quarterly by SpaceX personnel; no backup generators.
- No future expansion planned; this is the only gateway farm in the Inland Empire.
- Electrical infrastructure discussed: 200 kW capable power feeds; underground vault may be installed; coordination with electric department required.
- Noise level minimal; lighting and environmental impacts addressed.

Chair Dale opened Public Hearing at 6:54 p.m.
No Public Comments.

Chair Dale closed Public Hearing at 6:54 p.m.

Landscaping condition were discussed; Commissioners agreed that due to isolation and lack of water, landscaping could be waived. WEKA fencing would provide screening.

ACTION: Motion/Second (Marshall/Castorena) Approving Conditional Use Permit PLN 24-0103 and Design Review PLN 24-0117 to install and operate 40 dual-band satellite spherical gateway antennas on a 0.38 acre portion of a 2.12 acre site located in the Industrial (I) zoning district (APN 532-130-020) with revisions to MSHCP conditions and elimination of landscaping requirements.
Motion carried unanimously 5-0.

Decision is final unless appealed within 15 days (by September 18) in accordance with Zoning Code; appeals must be filed in writing with the City Clerk.

5. DISCUSSION ITEMS

None

6. ANNOUNCEMENTS AND REPORTS

6.1 DIRECTOR'S REPORT

Next meeting on September 10 for Sunset Crossroads project and related General Plan Amendment/Zone Change. Additional items scheduled for October; details still being finalized.

6.2 COMMISSIONER REPORTS

None

7. ITEMS FOR FUTURE AGENDAS

8. ADJOURNMENT

A motion to Adjourn the meeting was made by Commissioner Phelps, seconded by Commissioner Marshall.
Motion carried unanimously 5-0, and the meeting was adjourned at 7:02 pm.

Minutes prepared by:

Sandra Calderon

Sandra B. Calderon
Recording 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/229?view_id=1&redirect=true

All documents related to this meeting are available here:
https://d3n9y02raazwpg.cloudfront.net/banningca/6d92cb01-76d8-11ef-9b71-005056a89546-38305488-93fe-4918-9dd7-c67857e7b6c7-1756428246.pdf

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

TENTATIVE TRACT MAP NO. 38408

APN: 541-082-017, -021
1130 GEORGE ST
BANNING, CA 92220

LEGAL DESCRIPTION
PARCEL 1:
THE EAST TWO-FIFTHS OF THE NORTH ONE-HALF OF BLOCK 158 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 186, OF MAPS, RECORDS OF RIVERSIDE COUNTY, AND BOOK 3, PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, IN THE COUNTY RECORDER OF SAID COUNTY.
PARCEL 2:
THE WEST HALF OF THE EAST 264 FEET MORE OR LESS OF THE SOUTH HALF OF BLOCK 158 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 186, OF MAPS, RECORDS OF RIVERSIDE COUNTY, AND BOOK 3, PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, IN THE COUNTY RECORDER OF SAID COUNTY.
APN: 541-082-017, 541-082-021

ENGINEER
BLUE ENGINEERING AND CONSULTING, INC
ANGEL CESAR, P.E.
10535 FOOTHILL BLVD. SUITE 440
RANCHO CUCAMONGA, CA 91730
909-248-6557
ANGEL@BLUECIVILENG.COM

OWNER/DEVELOPER
3270 W. LINCOLN, LLC
TALIK CHOPGRA
19871 YORBA LINDA BLVD #102
YORBA LINDA, CA 92886

UTILITY PROVIDERS

WATER
CITY OF BANNING
PUBLIC WORKS
176 E LINCOLN STREET
BANNING, CA 92220

SEWER
CITY OF BANNING
PUBLIC WORKS
176 E LINCOLN STREET
BANNING, CA 92220

NATURAL GAS
SOUTHERN CALIFORNIA GAS COMPANY
P.O. BOX 3003
REDLANDS, CA

ELECTRICITY
BANNING ELECTRIC UTILITY
PO BOX 998 E. LINCOLN STREET
BANNING, CA 92220

TELEPHONE
VERIZON
150 S. JUANNITA STREET
HEMET, CA 92543

CABLE TELEVISION
TIME WARNER CABLE
4077 WEST STETSON AVE.
HEMET, CA 92454

LEGEND

- EX. RIGHT OF WAY LINE
- PR. RIGHT OF WAY LINE
- EASEMENT LINE
- LOT LINE
- TENTATIVE TRACT MAP BOUNDARY
- CENTERLINE

ABBREVIATIONS

AC	ASPHALT CONCRETE
ADA	AMERICAN DISABILITY ACT
BW	BACK OF WALK
BCR	BEGIN CURB RETURN
CL	CENTER LINE
ECR	END CURB RETURN
EG	EXISTING GROUND
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
FF	FINISH FLOOR
FG	FINISH GROUND
FL	FLOWLINE
FS	FINISH SURFACE
GB	GRADE BREAK
HDPE	HIGH-DENSITY POLYTHEYLENE
HP	HIGH POINT
HZ	HORIZONTAL CONTROL
INV	INVERT
LP	LOW POINT
PA	PLANTER AREA
PVMT	PAVEMENT
PCC	PORTLAND CEMENT CONCRETE
P/L	PROPERTY LINE
R/W	RIGHT OF WAY
SD	STORM DRAIN
SERV	SERVICE
SF	SQUARE FEET
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
TC	TOP OF CURB

EARTHWORK VOLUMES

	CUT(CY)	FILL(CY)
ROUGH GRADING	3,321	3,473
SHRINKAGE FROM OVEREX (10%)	0	+332
SUBTOTAL PROJECT EARTHWORK QUANTITIES	3,321CY	3,804CY
NET PROJECT EARTHWORK QUANTITIES		483CY <EXPORT>

NOTE

ABOVE QUANTITIES ARE ENGINEERS ESTIMATES ONLY. CONTRACTOR TO VERIFY ALL QUANTITIES FOR BID SUBMITTAL.

BENCHMARK

CITY B.M.
PP#37170 SE CORNER

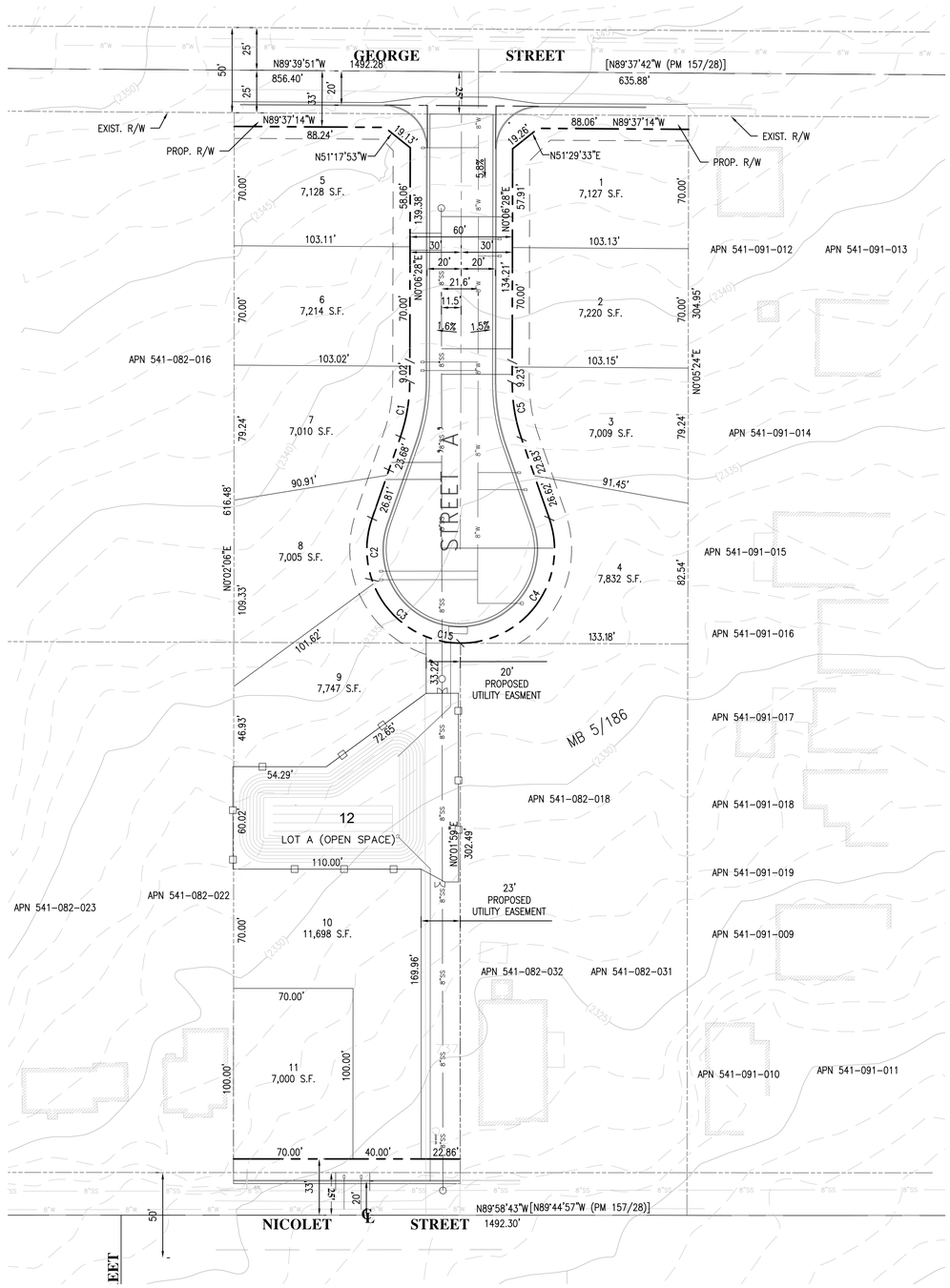
ELEVATION: 2339.93'

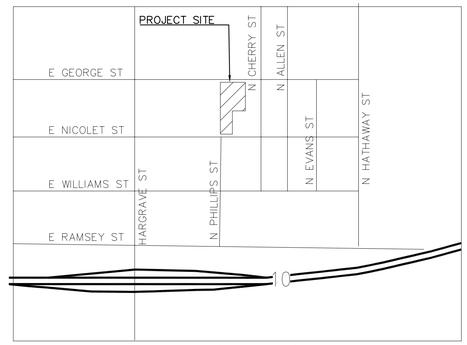
BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN N.G.S. CONTROL STATION NO. DX5197 AND STATION NO. DX5214 BEING N25°41'55" W PER RECORDS ON FILE IN NATIONAL GEODETIC SURVEY.

FEMA FLOOD ZONE

ZONE X
CITY OF BANNING 060246
FLOOD MAP 06065C0836G
EFF. 8/28/2008





VICINITY MAP
N.T.S.

GENERAL NOTES:

1. APN 541-082-017, -021
2. EXISTING & PROPOSED LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL.
3. EXISTING & PROPOSED ZONING: LOW DENSITY RESIDENTIAL
4. THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR RIVERSIDE COUNTY, CALIFORNIA COMMUNITY PANEL NUMBER 06065C1465G EFFECTIVE DATE OF AUGUST 28, 2008, INDICATED A "ZONE X" BASED UPON AN APPROXIMATE SITE LOCATION.
5. THOMAS GUIDE: RIVERSIDE COUNTY (2006 ED.) PAGE 634, F2 & F2
6. THE TENTATIVE TRACT MAP CONTAINS ENTIRE CONTIGUOUS OWNERSHIP OF LAND DIVIDER.
8. TOPOGRAPHIC SURVEY SOURCE: GEOCULUS SPATIAL INSIGHT
13. PROJECT IS NOT SUBJECT TO LIQUEFACTION HAZARDS.
14. NET ACREAGE 2.84 AC (123,794 SF)
    GROSS ACREAGE 2.84 AC (123,794 SF)
    DENSITY 4.23 DU/AC
15. ADJACENT LAND USES:
    NORTH- OPEN SPACE - PARKS
    SOUTH- LOW DENSITY RESIDENTIAL (0-5 DU/AC)
    EAST- LOW DENSITY RESIDENTIAL (0-5 DU/AC)
    WEST- LOW DENSITY RESIDENTIAL (0-5 DU/AC)

NOTE:
ALL NUMBERED AND LETTER LOTS TO BE PRIVATELY MAINTAINED.

SITE SUMMARY:

NUMBER OF LOTS: 11

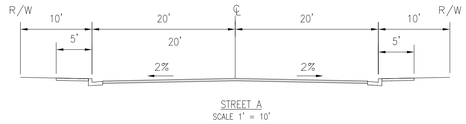
NUMBER OF LETTERED LOTS: 1

LOT AREAS TOTAL: 2.50 AC.

OPEN SPACE AREA: 0.34 AC.

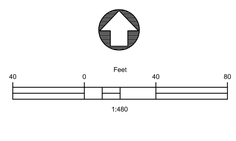
LOCAL STREET AND SIDEWALK AREA: 0.44 AC.

GROSS ACREAGE: 2.84 AC.



STREET A
SCALE 1" = 10'

CURVE DATA			
CURVE #	RADIUS	LENGTH	DELTA
C1	99.23'	33.25'	19°12'08"
C2	58.60'	39.11'	38°14'08"
C3	52.29'	45.15'	49°28'42"
C4	54.95'	104.92'	109°23'42"
C5	101.95'	33.62'	18°53'48"
C15	55.00'	20.57'	21°25'40"



REGISTERED PROFESSIONAL ENGINEER ANGEL CESAR No. 87222 CIVIL STATE OF CALIFORNIA

BLUE ENGINEERING
10535 FOOTHILL BLVD SUITE 440
RANCHO CUCAMONGA, CA 91730
YOUR LAND DEVELOPMENT CONSULTANTS
INFO@BLUECIVILENG.COM - 909-970-5654

Know what's below. Call before you dig.
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

SUBMITTED BY :

FRANCIS K. LIN, PLS
PLS No. 9645 EXP: 12-31-25
DATE

CITY OF BANNING

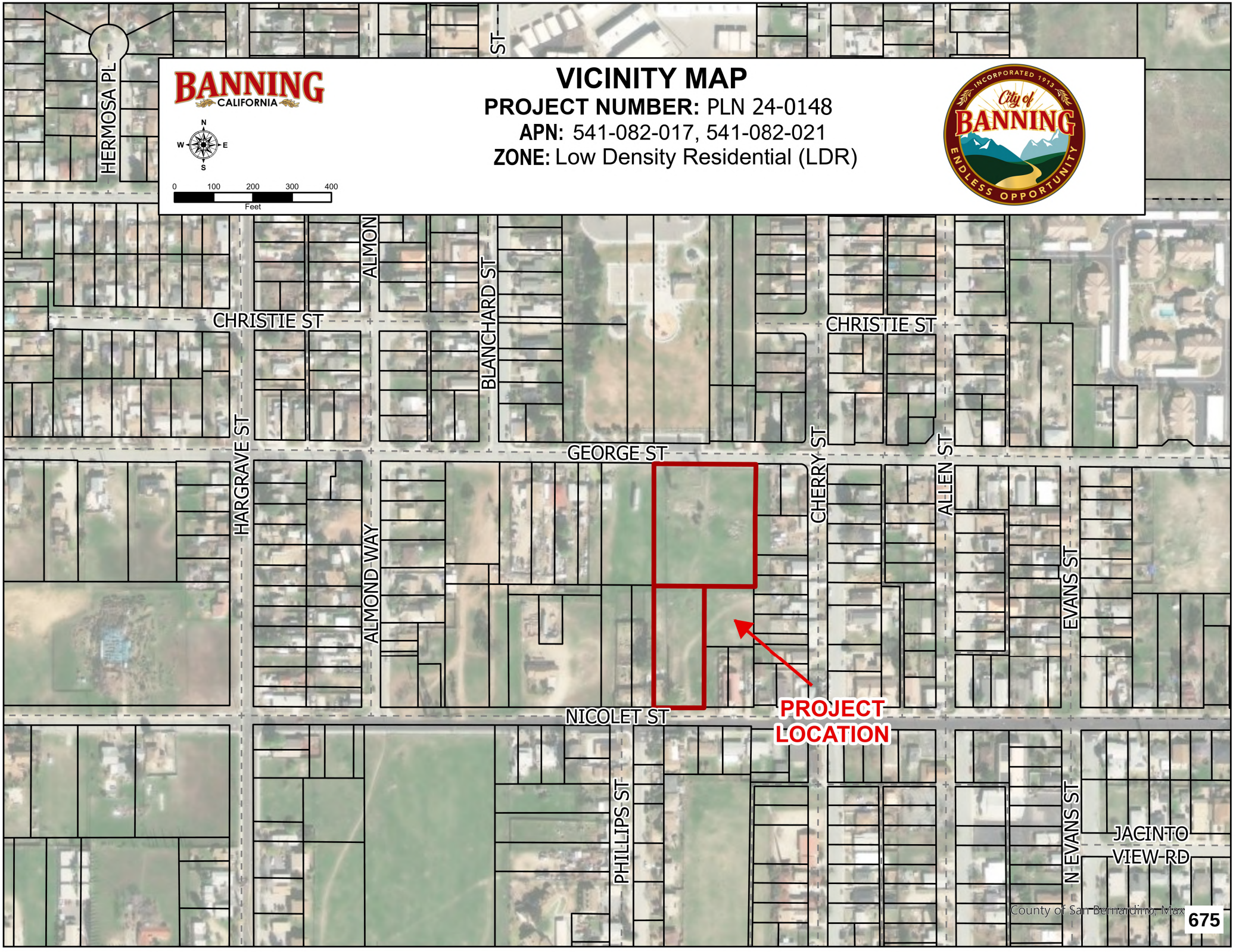
RECOMMENDED BY:_____ DATE:_____
EXP.
SENIOR CIVIL ENGINEER

ACCEPTED BY:_____ DATE:_____
NATHAN C. SMITH, P.E., R.C.E. No. 74754 EXP. 12/31/25
DEPUTY DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

TENTATIVE TRACT MAP
TENTATIVE TRACT MAP NO. 38408
APN: 541-082-017, -021
TENTATIVE TRACT MAP NO. 38408

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 1

Z:\Shared\Blue\2022143 - George and Nicolet TTM - Banning_Sheet Set_Entitlement\2022143 - TTM.dwg Last Saved:Mon Jul 28, 2025 - 5:27pm


BANNING
CALIFORNIA
VICINITY MAP
PROJECT NUMBER: PLN 24-0148
APN: 541-082-017, 541-082-021
ZONE: Low Density Residential (LDR)
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
N
W
E
S
0 100 200 300 400
Feet
HERMOSA PL
ST
ALMON
BLANCHARD ST
CHRISTIE ST
CHRISTIE ST
HARGRAVE ST
GEORGE ST
CHERRY ST
ALLEN ST
ALMOND WAY
EVANS ST
PROJECT LOCATION
NICOLET ST
PHILLIPS ST
N EVANS ST
JACINTO VIEW RD
County of San Bernardino, Maxar


BANNING
CALIFORNIA
GENERAL PLAN/ZONING MAP
PROJECT NUMBER: PLN 24-0148
APN: 541-082-017, 541-082-021
ZONE: Low Density Residential (LDR)
N
W
E
S
0 50 100 150 200
Feet
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
High Density Residential
Low Density Residential
Open Space - Parks
PROJECT LOCATION
541-082-017
Low Density Residential
Low Density Residential
541-082-021
Professional Office
Low Density Residential
County of San Bernardino, Max
676


BANNING
CALIFORNIA
AERIAL BASE MAP
PROJECT NUMBER: PLN 24-0148
APN: 541-082-017, 541-082-021
ZONE: Low Density Residential (LDR)
N
W
E
S
0 50 100 150 200
Feet
INCORPORATED 1913
City of
BANNING
ENDLESS OPPORTUNITY
CHRISTIE ST
CHRISTIE ST
BLANCHA
GEORGE ST
HARGRAVE ST
ALMOND WAY
CHERRY ST
ALLEN ST
EVANS ST
NICOLET ST
PROJECT
LOCATION
PHILLIPS ST
N EVANS ST
JACINTO VIEW RD
WILLIAMS ST
County of San Bernardino, Ma
677

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: Tentative Tract Map No. 38408 (TTM 38408, PLN 24-0148)

Project Applicant: Tilak Chopra

Project Location - Specific:

APNs: 541-082-017 and 541-082-021

Project Location - City: Banning Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Subdivision of approximately 2.83 acres into eleven single-family residential lots and one lettered lot for stormwater retention within the Low Density Residential zoning district.

Name of Public Agency Approving Project: City of Banning

Name of Person or Agency Carrying Out Project: City of Banning

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15332 (In- Fill Development Projects)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project qualifies for a Categorical Exemption under CEQA Guidelines Section 15332 (Class 32 – Infill Development Projects). The subdivision is consistent with the General Plan and zoning, is located within City limits on a site less than five acres, is substantially surrounded by existing urban uses, and has no value as habitat for endangered, rare, or threatened species. The project will not result in significant effects related to traffic, noise, air quality, or water quality. Adequate utilities and services are available to serve the site, and none of the exceptions in CEQA Guidelines Section 15300.2 apply.

Lead Agency
Contact Person: Mary Yaryan 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.)

PHN PLN 24-0148

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Oct 17, 2025

Executed on: October 17th 2025

At City of Banning, California

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

Kaila Seaman
Signature

CITY OF BANNING

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL

TENTATIVE TRACT MAP (TTM)
TTM 38408 PLN 24-0148
APN: 541-082-017, 541-082-021

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its regular meeting on October 28, 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 Tentative Tract Map application (TTM 38408 / PLN 24-0148), submitted by the property owner Tilak Chopra, to subdivide two parcels (APN: 541-082-017 and 541-082-021) located in the Low Density Residential (LDR) zoning district, totaling approximately 2.83 acres, into eleven residential lots with a minimum size of 7,000 square feet and one letter lot (basin).

The Planning Commission reviewed the subject project at its meeting of September 3, 2025, and voted 5 to 0 to adopt Resolution 2025-07, recommending that the City Council approve the Tentative Tract Map application (TTM 38408 / PLN 24-0148), subject to the Conditions of Approval.

ENVIRONMENTAL DETERMINATION: Pursuant to the California Environmental Quality Act (CEQA), the project qualifies for a Categorical Exemption under CEQA Guidelines Section 15332 – In-Fill Development Projects.

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 tele-

phone 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	Dated: October 14th, 2025
Community Development Director	Publish: October 17th, 2025

Published
Record Gazette
October 17, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Consideration of Introduction and First Reading of Ordinance 1613: Adopting Amendments to the Banning Municipal Code, Chapters 8 and 15, to Incorporate the 2025 California Building Standards Codes with Local Amendments and the 2025 California Fire Code with Local Amendments**

RECOMMENDATION:

Waive full reading, direct the City Clerk to read by title only, introduce Ordinance 1613:
"An ordinance of the City Council of the City of Banning, California, approving the adoption of the 2025 edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 1, 2, 2.5, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 with amendments and amending portions of Title 15 “Building and Construction,” repeal Chapter 8.16 (Fire Protection Code) and replace in Chapter 15.10 (Fire Code) with amendments, and adding Chapter 15.11 (Wildland-Urban Interface), and repealing Chapter 15.28 (Fire Districts) of the Banning Municipal Code.”

BACKGROUND:

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

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

- Removed excerpts from Chapter 1 related to specific URM requirements which are no longer valid.

These were based on Uniform Building Code (UBC) requirements; the California Building Code is now based on the International Building Code (IBC).
- Removed planning specific language which doesn't belong in this chapter.
- Added Fire Code alterations, requirements for electric vehicle charging permitting, grading regulations and alterations, requirements for businesses to provide public and employee restrooms, code adoption language which did not previously exist, requirements for application documentation.
- Specific language was added to require haul permits.
- Language was altered about fee schedules to allow for changes to fees at any point in time to be adopted.
- Addition to Appendix P of the code (Emergency housing) to allow for sleeping cabins used by Municipal Code Enforcement. Design criteria section was altered to allow for lot specific evaluation made by the ASCE Hazard Tool. New language regarding Unreinforced Masonry structures.
- Appendix J was altered to specifically prohibit cross lot drainage and to require the preparation of plans by certified design professionals and licensed engineers.
- The language regarding fire severity zones to match Office of the State Fire Mashal specific language.

JUSTIFICATION:

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

ENVIRONMENTAL DETERMINATION:

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

FISCAL IMPACT:

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

ALTERNATIVES:

Provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Ordinance 1613
2. Ordinance 1613 - Exhibit A Amending Title 15
3. Ordinance 1613 - Exhibit B Repealing Chapter 8.16.pdf
4. Adopt New and Revised Building Standards_affidavit.pdf

ORDINANCE NO. 1613

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Sheri Flynn, Mayor

City of Banning

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

Approved as to form:

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

Title 15
BUILDINGS AND CONSTRUCTION

Chapters:

Chapter 15.04 GENERAL PROVISIONS

15.04.010 Short title.

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

15.04.020 Authority.

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

15.04.030 Definitions—Construction Code controlling.

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

15.04.35 Purpose.

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

15.04.040 Gender defined.

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

15.04.050 Misdemeanor.

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

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

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

15.04.060 Issuance of citations by chief building official.

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

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

15.04.070 Enforcement

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

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

Chapter 15.08 CONSTRUCTION CODES

15.08.010 Incorporation by reference.

A. Except as otherwise provided in this chapter, for the purposes of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of building and structures, the following construction codes are hereby adopted by reference and incorporated as if fully set out herein, and the provisions thereof shall be controlling within the limits of the city.

1. California Fire Code, 2025 Title 24, Part 9 with specific Code amendments as specified by the California Office of the State Fire Marshall.
2. California Administrative Code, 2025, Title 24, Part 1
3. California Building Code, 2025, Title 24, Part 2, Volume 1 and 2, and all related Appendices including Appendices A-P
4. California Residential Code, 2025, Title 24, Part 2.5
5. California Electrical Code, 2025, Title 24, Part 3
6. California Mechanical Code, 2025, Title 24, Part 4

7. California Plumbing Code, 2025, Title 24, Part 5, and all related Appendices including A-M
8. California Energy Code, 2025, Title 24, Part 6
9. California Historic Building Code, 2025, Title 24, Part 8
10. Wildland-Urban Interface Code, 2025
11. California Existing Building Code, 2025, Title 24, Part 10
12. California Green Building Code, 2025, Title 24, Part 11
13. California Referenced Standards Code, Title 24, Part 12
14. National Fuel Gas Code
15. National Petroleum Gas Code
16. The International Property Maintenance Code

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

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

15.08.015 Building Official

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

15.08.020 Amendments to Construction Codes.

A. Notwithstanding the provisions of Section 15.08.010, Appendix P "Emergency Housing" of the California Building Code, 2025 Edition, is hereby amended to read as follows:

"P101.1 Scope.

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

B. Notwithstanding the provisions of Section 15.08.010, the definition of "Emergency Housing" in Section P102.1 of Appendix P of the California Building Code, 2025 Edition, is hereby amended to read as follows:

"P102.1 General.

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

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

C. Notwithstanding the provisions of Section 15.08.010, Section P103.3 of Appendix P of the California Building Code, 2025 Edition, is hereby amended to read as follows:

"P103.3 Occupant load.

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

Exceptions:

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

D. Notwithstanding the provisions of Section 15.08.010, Section P104.1 and P104.4.1 of Appendix P of the California Building Code, 2025 Edition, is hereby amended to read as follows:

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

"P104.4.1 Egress window or hatch.

The bottom of the clear opening of the egress window or hatch shall not be more than 44 inches (1118 mm) above the floor. The egress window or hatch shall have a minimum net clear opening height of 24 inches (610 mm), and a minimum net clear opening width of 20 inches (508 mm). The egress window or hatch shall have a minimum net clear opening area of 5 square feet (0.465 $m^{2)}$." E. Notwithstanding the provisions of Section 15.08.010, item 2 under "Building" of Subsection R105.2 ("Work Exempt from Permit") of Section R105 ("Permits") of Division II ("Administration") of Chapter 1 ("Scope and Application") of the California Residential Code, 2025 Edition, is hereby amended to read as follows:

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

F. Notwithstanding the provisions of Section 15.08.010, Section 115922 of Appendix AX ("Swimming Pool Safety Act") of the California Residential Code, 2025 Edition, is hereby amended to read as follows:

"115922.

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

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

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

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

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

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

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

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

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

G. Notwithstanding the provisions of section 15.08.010, Section AZ101.1 of Appendix AZ of the California Residential Code, 2025 Edition, is hereby amended to read as follows:

"AZ101.1 Scope.

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

H. Notwithstanding the provisions of section 15.08.010, the definition of "Emergency Housing" in Section AZ102.1 of Appendix AZ of the California Residential Code, 2025 Edition, is hereby amended to read as follows:

"AZ102.1 General.

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

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

I. Notwithstanding the provisions of section 15.08.010, Section AZ103.3 of Appendix AZ of the California Residential Code, 2025 Edition, is hereby amended to read as follows:

"AZ103.3 Occupant load.

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

building/structure, the required floor area shall be increased at a rate of 30 square feet (2.8 m^2) for each occupant in excess of one.

Exceptions:

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

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

"AZ104.4.1 Egress window or hatch.

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

K. Notwithstanding the provisions of section 15.08.010, footnote a. is hereby added to Figure 100.1-A ("California Climate Zones: Climate Zones for Residential and Nonresidential Occupancies") of Section 100.1 ("Definitions and Rules of Construction") of Subchapter 1 ("All Occupancies—General Provisions") of the California Energy Code, 2025 Edition, to read as follows:

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

15.08.025 Specific Revisions

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

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

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

15.08.030 Interpretation of the Banning Municipal Code and zoning code regarding references to the amended construction codes.

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

15.08.035 Design Criteria

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

15.08.040 Additional penalties.

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

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

Chapter 15.10

FIRE CODE (TITLE 24-PART 9)

Sections:

15.10.010 Application and adoption of the California Fire Code

15.10.020 Amendments to the 2025 California Fire Code

15.10.010 - Application and adoption of the California Fire Code.

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

15.10.020 - Amendments to California Fire Code.

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

A. SCOPE AND GENERAL REQUIREMENTS

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

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

B. APPLICABILITY

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

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

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

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

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

C. DUTIES AND POWERS OF THE FIRE CODE OFFICIAL

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

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

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

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

2.1. The prevention of fires.

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

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

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

2.5. The maintenance and regulation of fire escapes.

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

2.7. The maintenance of means of egress.

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

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

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

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

3.3. The Riverside County Sheriff and any deputy sheriff.

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

3.5. Officers of the California Highway Patrol.

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

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

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

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

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

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

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

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

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

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

D. FEES

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

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

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

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

E. MEANS OF APPEALS

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

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

F. VIOLATIONS

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

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

G. DEFINITIONS

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

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

H. OPEN FLAMES

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

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

I. FIRE APPARATUS ACCESS ROADS

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

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

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

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in

accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

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

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

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

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

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

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

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

J. FIRE PROTECTION WATER SUPPLIES

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

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

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

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

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

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

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

K. FIRE COMMAND CENTER

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

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

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

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

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

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

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

L. FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS

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

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

M. MECHANICAL REFRIGERATION

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

   ***608.11.1.2 Manual operation*.** When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located

in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

N. AUTOMATIC SPRINKLER SYSTEMS

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

***903.2 Where required*.**

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

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

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

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

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the California Building Code or not less than 2-hour horizontal assemblies

constructed in accordance with Section 711 of the California Building Code, or both.

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

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

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

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

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

O. COMMERCIAL HOOD AND DUCT SYSTEMS

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

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

P. GENERAL FIRE PROTECTION AND LIFE SAFETY FEATURES

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

***3206.4.2 Minimum requirements for client leased or occupant owned warehouses*.** Designs of an automatic sprinkler system for client leased or occupant owned buildings

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

Q. MOBILE FOOD PREPARATION VEHICLES

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

   4107 MOBILE FOOD PREPARATION VEHICLES.

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

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

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

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

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

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

R. FIREWORKS DISPLAYS

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

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

S. APPENDIX B

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

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

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

TABLE B105.2

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

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

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

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

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

T. APPENDIX C

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

***C103.1 Hydrant spacing*.** Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall

be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections."

Chapter 15.11

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

Sections:

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

15.11.020 Amendments to California Wildland-Urban Interface Code

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

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

15.11.020 Amendments to California Wildland-Urban Interface.

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

A. APPLICABILITY.

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

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

B. DUTIES AND POWERS OF THE CODE OFFICIAL.

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

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

1. The Fire Chief, Chief Deputy, or their designee is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Riverside County Board of Supervisors.

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

   2.1. The prevention of fires.

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

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

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

   2.5. The maintenance and regulation of fire escapes.

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

   2.7. The maintenance of means of egress.

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

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

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

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

   3.3. The Riverside County Sheriff and any deputy sheriff.

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

   3.5. Officers of the California Highway Patrol.

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

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

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

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

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

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

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

3. Shall be enforceable as part of this code.

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

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

C. PERMITS.

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

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

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

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

1. Automobile wrecking yard.

2. Candles and open flames in assembly areas.

3. Explosives or blasting agents.

4. Fireworks.

5. Flammable or combustible liquids.

6. Hazardous materials.

7. Liquefied petroleum gases.

8. Landscape and fuel modification zones.

9. Lumberyards.

10. Motor vehicle fuel-dispensing stations.

11. Open burning.

12. Pallet Yards.

13. Pyrotechnical special effects material.

14. Tents, canopies and temporary membrane structures.

15. Tire storage.

16. Welding and cutting operations.

D. FEES.

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

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

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

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

E. INSPECTION AND ENFORCEMENT

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

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

F. DEFINITIONS.

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

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

G. WILDLAND-URBAN INTERFACE AREA DESIGNATIONS.

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

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

H. SPECIAL BUILDING CONSTRUCTION REGULATIONS

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

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

Exceptions:

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

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

I. FIRE PROTECTION PLANS.

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

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

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

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

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

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

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

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

   1.1 The plant life-form;

   1.2 The scientific and common name; and

   1.3 The expected height and width for mature growth.

2. Identification of irrigated and non-irrigated zones.

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

4. Identification of existing vegetation proposed to remain.

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

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

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

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

J. VEGETATION PLAN.

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

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

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

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

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

603.3.1 Contents. Landscape plans shall contain the following:

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

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

3. Identification of irrigated areas.

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

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

J. MAINTENANCE OF DEFENSIBLE SPACE.

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

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

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

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

1. Public Resources Code, Section 4291.

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

3. California Government Code, Section 51182.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zone 0 is the horizontal area within the first five (5) feet around the structure, including stairs, balconies, attached or adjacent decks, and outbuildings. Zone 0 is measured from the edge of a structure, attached or adjacent decks, patio covers, balconies, and floor

projections above-grade. Zone 0 also includes the area on the roof of a building, and underneath and on top of attached decks, patio covers, balconies, and stair landings.

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

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

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

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

1. Fire Department Clearance for a New Building or addition to an Existing Building.

2. Building permit for a New Building or addition to an Existing Building.

3. Landscape plans submitted for Riverside County Fire Department review.

4. Replacement of landscape when landscape plans are not required.

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

604.8.2.2 Additional requirements in Zone 0.

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

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

2. Landscaped roofs are prohibited.

3. Vegetation underneath decks is prohibited.

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

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

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

7. Combustible mulch and wood chips are prohibited.

8. Firewood is prohibited.

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

14. Section 604.8.2.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3 Zone 0 requirements for Existing Buildings.

15. Section 604.8.2.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3.1 Zone 0 restrictions. The following requirements apply within Zone 0 for all Existing Buildings with landscape installed prior to January 1, 2026:

1. No combustible landscape mulch or wood chips.

2. No firewood.

3. No vegetation underneath decks.

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

5. Roofs and gutters on Buildings shall be maintained free of any leaves, needles, or other vegetative Combustible Materials.

6. The vertical clearance distance for trees and vegetation above any roof shall be not less than 3 feet.

7. A minimum 3-foot clearance of trees and vegetation shall be provided to the side and above any eave or roof projection from the exterior wall of a Building. A minimum 3-foot clearance of trees and vegetation shall be provided below any eave or roof projection. This requirement also applies to any patio cover or other Building projections.

8. New trees are not allowed.

9. New or replacement landscaping shall comply with Chapter 15.11, Sections 604.8.1, 604.8.2.1, and 604.8.2.2.

16. Section 604.8.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3 Zone 1 purpose and location. Zone 1 reduces the likelihood of fire burning directly to the structure. This is accomplished by modifying Fuels and creating a discontinuity between planting groups that limits the pathways for fire to burn to the structure and reduces the potential for near-to-building ember generation and radiant heat exposures. An additional purpose of this zone is to provide a defendable area for fire personnel to stage and take direct action.

Zone 1 is the area within 5-30 feet of structures and decks, with slopes not greater than 20 percent; 5-50 feet from Buildings and decks, when slopes are greater than 20 percent.

17. Section 604.8.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3.1 Requirements and allowable items. This is a minimal planting zone which includes very limited trees of a fire-smart type with additional spacing provided. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

18. Section 604.8.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4 Zone 2 purpose and location. Zone 2 is designed to reduce the potential behavior of an oncoming fire in such a way as to drop an approaching fire from the crown of trees to the ground, reducing the flame heights, and the potential for ember generation and radiant heat exposure to structures. Additional benefits of Zone 2 include facilitating direct defense actions and improving the function of Zones 0 and 1.

Zone 2 is the area from the outer edge of Zone 1 to 100 feet from structures and decks.

19. Section 604.8.4.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.1 Requirements and allowable items. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

20. Section 604.8.4.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.2 Spacing. Spacing of vegetation and trees at the outer edge of Zone 2 shall be based upon the height of the vegetation within Zone 2 or the adjacent area beyond the 100-foot zone, whichever provides for the greater spacing. This may require clearance outside the 100-foot zone or setting back vegetation and trees within Zone 2 away from the 100-foot line.

21. Section 604.8.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5 General requirements for Zone 0, 1, and 2.

22. Section 604.8.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.1 Dead and dying vegetation. All dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and tree needles shall be removed.

23. Section 604.8.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.2 Mulch and wood chips within Zones 1 and 2. Use of combustible Mulch and wood chips shall be in accordance with the requirements Riverside County Fire Department Guidelines.

24. Section 604.8.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.3 Firewood. See Chapter 15.11, Section 607.

25. Section 604.8.5.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.4 Clearance from chimney, stovepipe. Any portion of a tree or shrub that extends within 10 feet horizontally or vertically of a chimney outlet or stovepipe outlet shall be removed.

26. Section 604.8.5.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5 Trees. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any combustible structure.

27. Section 604.8.5.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.1 Tree spacing. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 20 feet in Zone 1 and not less than 10 feet in Zone 2. Separation distance may be increased for slopes exceeding 20 percent. Required spacing is measured between trees at maturity.

28. Section 604.8.5.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.2 Ground clearance of trees. Trees exceeding 6 feet in height shall be limbed up from the ground 6 feet or 1/3 the height of the tree, whichever is less.

Exception: Fruit trees when approved by the Fire Code Official.

29. Section 604.8.5.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.3 Ground cover under tree canopy. When approved ground cover and shrubs are located underneath trees, the vertical clearance to the lowest branch of the tree

canopy shall not be less than three times the height of the ground cover or shrub under or adjacent to the tree. The horizontal clearance shall be 3 feet from the trunk of the tree.

30. Section 604.8.5.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6 Continuous tree canopies.

31. Section 604.8.5.6.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.1 New Structures. Continuous tree canopies are not allowed. Tree spacing shall be in accordance with Riverside County Fire Department.

32. Section 604.8.5.6.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.2 Existing Structures. Continuous tree canopies may be allowed as determined by the Fire Code Official but will require the complete removal of any understory and smaller trees to meet requirements for a shaded fuel zone. Any remaining trees shall be limbed up a minimum of 12 feet from the ground or 1/3 the tree height, whichever is less. The intent is to not allow a crown (canopy) fire to spread unchecked to a structure and to bring any crown fire down to the ground level prior to Zone 1.

33. Section 604.8.5.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.7 Grasses. Natural or annual grasses shall be mowed to a maximum height of 4-inch stubble with clippings removed.

34. Section 604.9 is added to the California Wildland-Urban Interface Code to read as follows:

604.9 Fire protection equipment and utilities. The clearance requirements of Chapter 15.11, Sections 604.7 and 604.8 shall apply to communication site towers and their support Buildings; required fire protection water supplies, including water tanks, water supply pumps, and pump houses; and any other utility Structure as required by the Fire Code Official. The Fire Code Official may consider a reduced distance, not less than 30 feet, for communication site towers, water tanks, and Structures with no interior space, based upon a site risk assessment. Also see Chapter 15.11, Appendix A.

35. Section 604.10 is added to the California Wildland-Urban Interface Code to read as follows:

604.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, will grow within 10 feet of the energized conductors.

36. Section 604.11 is added to the California Wildland-Urban Interface Code to read as follows:

604.11 Fencing.

37. Section 604.11.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.1 Scope. This section only applies to fences, including gates within the fencing, within 5 feet of Building(s), including Decks, (Zone 0) that are in an applicable Fire Hazard Severity Zone req by Chapter 6 of this code.

38. Section 604.11.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.2 New fencing. New fencing and gates shall be constructed of a non-combustible material.

39. Section 604.11.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.3 Existing fencing. Fencing installed prior to January 1, 2026, may remain.

> **Exception:** The entire fencing not parallel and within 5 feet of the Building, including gates within the fencing, shall be constructed of a non-combustible material when any portion of the existing fencing within 5 feet is being replaced. Fencing beyond 5 feet from the Building is not required to be replaced with non-combustible material.

K. STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS.

1. Section 607.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1 General. Firewood and combustible materials shall not be stored in unenclosed spaces beneath Buildings or Structures, or on Decks or under eaves, canopies, or other projections or overhangs. Firewood piles shall be located 30 feet (9144 mm) or more from structures unless completely covered by a fire-resistant material. Exposed wood piles located within the defensible space shall have a minimum clearance of 10 feet (3048 mm) down to bare mineral soil in all directions. Firewood shall not be stored within Zone 0.

2. Section 607.1.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1.1 Combustible Materials. Combustible Materials, other than vegetation, stored within Zones 1 and 2 shall not be stored so as to pose a hazard to any Building. Piles shall not exceed 100 square feet of area and a maximum height of 10 feet. Piles shall be separated by a minimum of 20-foot clear area.

3. Section 607.2 of the California Wildland-Urban Interface Code is amended to read as follows:

607.2 Storage for off-site use. Firewood and Combustible Materials not for consumption on the premises shall not be stored within Zones 0, 1, and 2. See Section 3, Appendix A for storage requirements.

L. BUILDING SITING AND SETBACKS

1. Section 608.1.1 is added to the California Wildland-Urban Interface Code to read as follows:

608.1.1 Restricted development setbacks. New Structures and additions to existing Structures shall not be constructed less than 100 feet from any protected habitat, whether on the same or adjacent Parcels, where the 100-foot Defensible Space required under Chapter 15.11, Section 604.7 cannot be provided, unless an alternate method of construction and protection is provided that can ensure the safety of the Structure and emergency responders as approved by the Fire Code Official. Protected habitat includes lands restricted from brush clearance or modification due to Federal or State listed endangered species. Protected habitat does not include sensitive habitat areas.

2. Section 608.2 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2 General. All parcels shall provide a minimum 30-foot (9144 mm) setback for all buildings from property lines and the center of a road, except as provided for in Chapter 15.11, Section 608.2.1. [CCR T14 §1276.00(a)] This section applies to new Tract and Parcel maps, new Buildings, and additions to Existing Buildings.

3. Section 608.2.1 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2.1 Setback reduction. A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size; topographic limitations; Development density requirements or other Development patterns that promote low-carbon emission outcomes; sensitive habitat or other site constraints, and shall provide for an alternative method to reduce structure-to-structure ignition by incorporating a combination of features such as, but not limited to:

1. Non-combustible block walls or fences; or

2. Non-combustible material extending 5 feet (1524 mm) horizontally from the furthest extent of the building; or

3. Hardscape landscaping; or

4. A reduction of exposed windows on the side of the structure with setback less than 30 feet (9144 mm). [CCR T14 §1276.01]

M. RIDGELINES, FUEL BREAKS, AND GREENBELTS.

1. Section 609.2.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.1 Greenbelts. Subdivisions and other developments, which propose Greenbelts as a part of the development plan, shall locate the Greenbelts strategically, as a separation between wildland fuels and Structures. The locations shall be approved by the inspection authority.

2. Section 609.2.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.2 Access to Greenbelts. A minimum of one (1) access point shall be provided to new Greenbelts at an approved location to allow for on-going maintenance and firefighter access. Additional access points shall be provided when required by the Fire Code Official.

N. APPENDIX A

1. Section A102.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A102.1 General. Vegetation control shall comply with Chapter 15.11, Sections A102.2 through A102.4 and with Chapter 15.11, Chapter 6.

2. Section A105.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.1 General. In addition to the requirements of the California Fire Code, Chapter 15.10 and Chapter 15.11, Chapter 6, storage and use of the materials shall be in accordance with Chapter 15.11, Sections A105.2 through A105.4.2.

3. Section A105.4 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.4 Combustible Materials. Outside storage of Combustible Materials such as, but not limited to, wood, rubber tires, building materials, or paper products shall comply with the other applicable sections of this Ordinance and this section. Storage of pallets shall be in accordance with Chapter 15.10, Section 2810. Storage and processing of wood chips, hogged materials, fines, Compost, Compostable Material, Mulch, solid biomass, raw product, and combustible yard waste and recycle material shall be in accordance with Chapter 15.10, Section 2808.

Chapter 15.12 PERMITS

15.12.010 Permits required.

It is unlawful for any person, partnership, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert, demolish, equip, occupy or maintain any building or structure or cause or permit the same to be done without first obtaining a building permit as provided in this chapter. Notwithstanding the foregoing, no building permit fees shall be required for any construction, alteration, repair, or demolition of city-owned buildings.

15.12.020 Application for permit.

The building permit application shall be in writing or in digital format on a form provided by the city. Each permit application shall:

A. Identify and describe the work to be covered by the permit for which application is made;

B. Describe the land on which the proposed work is to be done by legal description, street address or such other description as will readily identify and locate the proposed building or parcel;

C. Indicate the use or occupancy for which the proposed work is intended;

D. Be accompanied by plans, diagrams, computations and specifications and such other data as required by section 15.12.040 of this chapter;

E. State the accurate valuation of any new building or structure or any addition, remodeling or alteration to an existing building;

F. Be signed by the applicant or his authorized agent. The city may require evidence of authority before accepting an application from an authorized agent;

G. Give any other data or information as may be required by the city manager or his designee, at his discretion.

H. Provide expressed authority in writing from a landlord (if applicable) to a tenant or leasing agent for permits to be obtained by a tenant or leasing agent to perform work on their property.

15.12.030 Permit fees.

Each application for a building permit shall be accompanied by a permit fee to be prescribed from time to time by resolution of the city council. Failure to accompany the application with the permit fee shall render the application null and void for all purposes. The purpose of this fee is to help defray the cost of reviewing the application and the cost of enforcing this chapter.

15.12.35 Reinspection fees.

A fee will be charged for additional inspections of an item or items once it has been inspected and failed an inspection more than two times. The permit holder must pay for additional inspections at an hourly rate to be determined by City's adopted fee schedule.

15.12.040 Plans and specifications.

A. Plans, engineering calculations, diagrams and other data shall be submitted in one or more sets with each application for a permit. Plans and specifications shall be drawn to scale on paper or cloth and shall be of sufficient clarity to show the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this chapter and all other applicable laws.

B. The plans, computations and specifications should be prepared and designed by a duly licensed engineer or architect, except that the city manager or his designee may waive this requirement if he deems it unnecessary. The city manager or his designee may also waive the submission of any plans if the nature of the work applied for is such that reviewing of plans is unnecessary to obtain compliance with this chapter. A waiver shall be written, signed and entered in the files of the building department.

C. Plans for buildings more than two stories in height of other than Groups R, Division 3 and U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained where a penetration will be made for electrical, mechanical, plumbing or communication conduits, pipes or similar systems.

15.12.45 – Letter of Authorization

Applicants will provide a Letter of Authorization when acting as an agent, contractor or tenant on behalf of the property owner. This document shall be signed and notarized and submitted to the City staff at the time of application.

15.12.050 Permit issuance.

A. The application, plans and specifications filed by the building permit applicant shall be reviewed by the Building Official or his designee when accompanied by the fee specified in section 15.12.030. The Building Official or his designee shall review the application, plans and specifications to verify compliance with this chapter and other applicable laws, provided that the permittee shall be totally liable for the construction being performed and shall assume total responsibility for compliance with this chapter and other applicable laws.

B. When the Building Official or his designee determines that the application, plans and specifications meet the requirements of this chapter and other applicable laws, and when the fee specified in section 15.12.030 has been paid, he shall issue the building permit. The city manager's or his designee's determination shall be conclusive except as provided in Chapter 15.44 of this title.

15.12.060 Suspension or revocation of permit.

A. The Building Official or his designee may, after written notice to the permittee, suspend or revoke any permit issued under this chapter whenever it appears that the application contained false, inaccurate or misleading information or when it appears that issuance of the permit was in violation of this chapter or any other ordinance or law in force in the city, including state law.

15.12.070 Liability.

A. The Building Official or his designee charged with enforcement of this chapter shall not render himself personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his duties.

B. This chapter shall not be construed to relieve or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the city or any agency thereof be held as assuming any such liability by reason of inspections or any certificates of inspection issued under this chapter.

15.12.080 Removal of building debris.

Within fourteen days of the completion of any erection, construction, enlargement, alteration, repair, movement, conversion, demolition or equipping of any building or structure, the person having the required permit or who should have obtained the required permit shall remove from the premises and properly dispose of all debris, earth, rock, concrete, foundation, building materials or any other combustible or waste materials so that the premises shall be left in a well-graded and orderly condition.

15.12.085 – Summary Abatement

In addition to the remedies provided in the Building Code, any condition caused or permitted to exist in violation of any provisions of this title or the codes adopted by reference therein, which present an immediate threat to public health or safety, shall be deemed a public nuisance, and may be summarily abated by the City

15.12.100 Permitting procedures for small rooftop solar energy systems.

The purpose of the section is to provide an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, amending California Civil Code section 714 and

California Government Code section 65850.5) in order to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This section encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. This section allows the city to achieve these goals while protecting public health and safety.

A. Definitions as used in this section.

"Solar energy system" means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

"Small residential rooftop solar energy system" means all of the following:

1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or thirty kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, and all state and city health and safety standards.

3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

"Electronic submittal" means the utilization of electronic e-mail, facsimile, or submittal via the internet.

"Specific, adverse impact" means a significant, quantifiable, direct, unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

"Reasonable Restrictions on a Solar Energy System" are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

"Restrictions That Do Not Significantly Increase the Cost of the System or Decrease its Efficiency or Specified Performance" means:

1. For Water Heater Systems or Solar Swimming Pool Heating Systems: An amount exceeding ten percent of the cost of the system, but in no case more than one thousand dollars, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

2. For Photovoltaic Systems: An amount not to exceed one thousand dollars over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent as originally specified and proposed.

B. Applicability. This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.

C. Effective Date, Maintenance. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance [codified in this chapter] are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that

materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting.

D. Historic Resources. A use permit and/or design review may be required for properties on the city's list of historic resources as deemed necessary by the community development director, prior to the installation of a solar system on a building classified as historic.

E. Solar Energy System Requirements.

1. All solar energy systems shall meet applicable state and city health and safety standards and requirements, including the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, and California Fire Code, which are incorporated by reference into the Banning Municipal Code by sections 15.08.010 and 8.16.010. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

2. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

F. Applications and Documents.

1. All documents required for the submission of an expedited solar energy system application shall be made available on the city's website. Electronic submittal of the required permit application and documents by e-mail, facsimile, or via the internet shall be made available to all small residential rooftop solar energy system permit applicants. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

2. The city's building and safety division shall adopt a standard plan(s) and checklist(s) of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

3. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

G. Permit Review and Inspection Requirements.

1. The director of the Banning Community Development Department shall implement an administrative, nondiscretionary review process for the building division to expedite approval of small residential rooftop solar energy systems. The building and safety division shall issue a building permit, the issuance of which is nondiscretionary, within one to three business days for electronic applications upon receipt of a complete application that meets the requirements of the approved checklist(s) and standard plan(s). The chief building official may require an applicant to apply for a conditional use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the planning commission pursuant to the appeal procedures in chapter 17.68 of the Banning Municipal Code.

2. Review of the application shall be limited to the chief building official and his or her designee's review of whether the application meets local, state, and federal health and safety requirements, including the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, and California Fire Code, which are incorporated by reference into the Banning Municipal Code by sections 15.08.010 and 8.16.010.

3. Conditions may be imposed on an application if the building official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. A condition may only be imposed on an application in order to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

4. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

5. The city may deny an application if it makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the planning commission in accordance with the procedures set forth in the Banning Municipal Code Chapter 17.68. For purposes of this section, "specific, adverse impact" means a significant, quantifiable direct, and unavoidable impact, based on objective, identified, and written public health and safety standards, policies, or conditions as they existed on the date the application was deemed complete.

6. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

7. Only one inspection shall be required and performed by the building and safety division for small residential rooftop solar energy systems eligible for expedited review under this section. A separate fire inspection may be performed if an agreement with Riverside County Fire does not exist to perform safety inspections on behalf of Riverside County Fire.

8. The inspection shall be done in a timely manner and should include consolidated inspections.

9. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized that need not conform to the requirements of Government Code 65850.5.

10. The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

15.12.110 Expedited electric vehicle charging station permitting.

15.12.110 ELECTRIC VEHICLE CHARGING STATION SYSTEMS.

15.12.110.1. - Applicability and purpose.

This article applies to the permitting of all Electric Vehicle Charging Station systems in the City of Banning. The purpose of this article is to create an expedited, streamlined electric vehicle charging station permitting process that complies with AB 1236 (Chapter 598, Statutes 2015), to achieve timely and cost-effective installations of electric vehicle charging station systems. This article encourages the use of electric vehicle charging station systems by removing unreasonable barriers, minimizing costs to property and business owners, and expanding the ability of property and business owners to install electric vehicle charging station systems. This article allows the city to achieve these goals while protecting the public health and safety.

15.12.110.2. Definitions.

The definitions set forth below shall be applicable to the provisions in this article.

Building official: the city's designated authority charged with the administration and enforcement of this article.

Electronic submittal: the utilization of one or more of the following:

(1) Email

(2) The Internet

(3) Facsimile.

Electric vehicle charging station system: means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code and California Building Code 11B-228.3 for accessibility, as it reads on the effective date of this section and after, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

15.12.110.3. Electric vehicle charging station system requirements.

A. An electric vehicle charging station system, as defined in this article, shall be processed in accordance with the terms of this article.

B. An electric vehicle charging station system shall meet applicable health and safety standards and requirements imposed by the State and the City, and local fire department or district.

C. The building official shall adopt an administrative, nondiscretionary expedited review process for electric vehicle charging station systems, which shall include standard checklist(s). The checklist(s) shall set forth all requirements with which electric vehicle charging station systems must comply with to be eligible for expedited review.

D. The electric vehicle charging station system permit process and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklists and standards contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist of the Zero-Emission Vehicles in California: Community Readiness Guidebook published by the Governor's Office of Planning and Research.

15.12.110.4. Applicant obligations.

Prior to submitting an application, the applicant shall verify the electric vehicle charging station meets all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the public utilities commission regarding safety and reliability.

15.12.110.5 Electronic processing.

A. All documents required for the submission of an expedited electric vehicle charging station system application shall be made available on a publicly accessible city website.

B. Electronic submittal of the required permit application and documents by electronic means shall be made available to all electric vehicle charging station system permit applicants. The City's website shall specify the permitted method of electronic document submission.

C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

15.12.110.6. Application review.

A. An application that city staff determines satisfies the information requirements contained in the city's checklist(s) for expedited electric vehicle charging station system processing, including complete supporting documents, shall be deemed complete.

B. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

C. After city staff deems an application complete, city staff shall review the application to determine whether the application meets applicable local and state codes and regulations.

D. City staff shall issue a building permit or other nondiscretionary permit within a reasonable period of time after receipt of a complete application that meets the requirements of the approved checklist(s), standard plans and this article.

E. The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

Chapter 15.12.110 – Construction documents

Legal construction documents are the sole property of the designer and applicant who created those documents respectively. They cannot be sold or transferred without authorized and notarized consent of the creators of those documents. The City of Banning cannot transfer or provide copies of documents unless notarized authorization is provided. In such a case in which the City will allow reproduction only a registered reprographics company shall remove and return proprietary documents to a City facility.

Chapter 15.16 PERMIT APPEALS

15.16.010 Establishment of board of permit appeals.

Pursuant to the California Building Code, in order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretation of the provisions of the California Building Code, there shall be and is created a board of permit appeals.

15.16.020 Membership.

The board of permit appeals shall consist of those individuals appointed to membership on the public works advisory committee, which shall sit as the board of permit appeals whenever an appeal is filed under this chapter. Members shall be qualified by experience and training to pass upon matters pertinent under this chapter; the Building Official serving the city, or his or her authorized representative, shall be an ex officio member and shall act as secretary of the board at the hearing of any appeal processed under this chapter.

15.16.030 Meetings, hearing guidelines and determinations.

Interpretations of the Building Code made by the Building Official regarding intent of the Code may be appealed to an appeals board to be named as is required by CBC 113. Only interpretive decisions, determinations and questions regarding limitations of authority made by the Building Official on the Building Codes may be appealed. Items which are obvious and clear in the Code cannot be appealed, nor will such

questions be heard by an appeals board. The Building Official has the right to deny an appeal if the appeal is not related to a question of interpretation or a determination based on language in the Code. Whether or not a building is unsafe or in violation of the requirements of the Code is not a matter of interpretation and are not subject to appeal, this authority is clear within the Code.

15.16.040 Time and date scheduled for hearing.

Hearings and determinations shall be conducted and delivered in the manner set forth in Section 2.64.010 of this Code save that the board of permit appeals shall first hear the matter before any appeal to the city council. Additionally, in accordance with the requirements of the California Building Code, the board shall render all decisions and findings in writing to the Building Official. The appellant shall receive a duplicate copy. The board may recommend to the city council such new legislation as is consistent with the board's decision in the matter on appeal.

15.16.050 Reserved.

15.16.060 Fees.

Each written notice of appeal on the form provided by the building department shall be accompanied by a nonrefundable fee of two hundred dollars. No appeal shall be accepted or heard unless accompanied by such fee.

Chapter 15.18 – RESTROOM FACILITIES

15.18.010 Requirements to provide public restrooms

A. Public occupancies are required to provide restrooms that are available to the public in accordance with the California Plumbing Code section 422 and accessible restrooms for those with disabilities in accordance with CBC 11B and Titles I and III of the Americans with Disabilities Act. Occupancies with employees required as part of their operations must maintain restroom facilities available for their employees. Any business which cannot provide functioning restrooms for their staff or the public are not permitted to operate or be open to the public.
B. Active construction sites must provide temporary restroom facilities for workers at each project respectively. These facilities must comply with Cal OSHA and Health Department requirements.

Chapter 15.24 EARTHQUAKE RESISTANCE STANDARDS

15.24.010 Purpose.

A. The purpose of this chapter is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings.

B. The provisions of this chapter are intended as minimum standards for structural seismic resistance and established primarily to reduce the risk of life loss or injury. Compliance with these provisions will not necessarily prevent loss of life or injury, or prevent earthquake damage to rehabilitated buildings.

15.24.020 Scope.

A. The provisions of this chapter shall apply to all existing buildings having at least one unreinforced masonry bearing wall. Except as provided herein, all other provisions of the California Building Code latest adopted edition shall apply.

B. Exceptions: The following are exempt from the provisions of this chapter:

1. Detached one- or two-family dwellings and detached apartment houses containing less than five dwelling units and used solely for residential purposes.

2. Unreinforced masonry bearing wall buildings constructed of hollow concrete blocks or hollow clay tiles, if:

a. Such building does not exceed two stories in height and it is confirmed by appropriate test results that the tile or block wall units are of bearing type and that the capacity of the wall in bearing and shear, based on net area in contact through bed joints, is not less than that allowed for solid bricks.

b. Bonding shall also be confirmed by appropriate test results.

c. All tests required hereunder shall be at the expense of the party seeking the exemption.

C. This chapter shall not apply to "essential facilities" and "hazardous facilities" as defined in Table No. 23-K, or successor Table as contained in the latest adopted edition of the California Building Code.

15.24.030 Definitions.

Except as otherwise specifically set forth herein, for the purpose of this chapter, the applicable definitions and standards in the California Building Code, latest adopted edition, shall apply.

"Collar joint" means the vertical space between adjacent wythes and may contain mortar.

"Diaphragm edge" means the intersection of the horizontal diaphragm and a shear wall.

"Diaphragm shear capacity" means the depth of the diaphragm times the allowable shear value, $v_u D$.

"Flexible diaphragm" means a diaphragm of wood construction or other construction of similar flexibility.

"Pointing" means the partial reconstruction of the bed joints of an unreinforced masonry wall as defined in California Building Code Standard No. 2442, or its successor standard as set forth in the latest adopted edition of the California Building Code.

"Unreinforced masonry (URM) wall" means a masonry wall in which the area of reinforcing steel is less than twenty-five percent of the minimum required by the California Building Code for reinforced masonry.

"Unreinforced masonry bearing wall" means a URM wall which provides the vertical support for a floor or roof for which the total superimposed load exceeds one hundred pounds per linear foot of wall.

"Yield story drift" means the lateral displacement of one level relative to the level above or below at which yield stress is first developed in a frame member.

15.24.040 Unreinforced Masonry Program

A. The City of Banning has adopted a Voluntary Program for Unreinforced Masonry (URM) Structures. We encourage property owners to participate in voluntary strengthening programs for the economic benefits and costs of insurance, as this City is in a high seismic hazard zone. The City does not currently offer economic benefits, tax incentives or grants to precipitate this process. The point at which the URM program

becomes mandatory is at the point of desired structural improvements to older, unreinforced buildings; this will insure that all structures within the City will eventually be improved.

B. If a structure is to become structurally unsafe, substandard or dangerous due to the building being unreinforced than all of the code provisions governing unsafe structures in CBC 116 shall apply and the strengthening of the structure may become mandatory to abate the unsafe conditions.

15.24.050 General requirements for unreinforced masonry.

A. Unreinforced masonry structures, upon retrofit and/or redesign shall be required to retrofit and be engineered and designed to meet the requirements of the 2025 California Building Code, Chapter 21 and ASCE 7-22 for minimum standards or better.
B. Unreinforced masonry structures may not be improved or repurposed for a new use unless seismic retrofits are made to improve the structure to be adequate for the new use.
C. Foundations for residential structures already in use may improve their seismic resistance without the need to fully comply with the requirements of a new structure. The City of Banning will accept plan details provided and approved by the City of Los Angeles for residential structure seismic retrofit. Retrofit plans and designs shall meet the requirements of The California Existing Building Code Appendix A and Chapter A4.

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15.24.60 Requirements for placards at unreinforced masonry (URM) structures..

In accordance with California State Law, AB 2553, placards shall be placed at the entry of unreinforced masonry buildings to warn occupants in the event of an earthquake which states:

"Earthquake Warning. This is an unreinforced masonry building. You may not be safe inside or near unreinforced masonry buildings during an earthquake."

15.24.70 Seismic retrofit, board of appeals.

A. Purpose and Establishment. In order to determine the suitability of alternate materials and methods of construction and to provide interpretations of this chapter, there shall be and is hereby created a board of retrofit appeals.

B. The board of retrofit appeals shall have that same membership and shall operate under the same procedures as the public works advisory committee set forth in Chapter 2.44 of this Code.

C. Under no circumstances shall the board grant more than a sixty-day extension of time within which to conform to any requirement of this chapter.

15.24.80 Enforcement of this chapter.

A. Misdemeanor.

1. Any person who violates any provision of this chapter including, but not limited to, willful failure to comply with any specifications or plans submitted with the building permit application, shall be guilty of a misdemeanor. Each and every violation shall be punishable by a fine and/or imprisonment as permitted under state law. The imposition of a penalty for any violation shall not constitute an excuse of that violation, nor shall it constitute a permit for the violation to continue unabated.

2. Each day of violation shall be a separate offense, and shall constitute a new violation.

3. The application of these penalties shall not prevent removal of the unlawful structure or condition by the city or its assembly.

B. Liability.

1. The building official or his or her designee charged with enforcement of this chapter shall not render himself or herself personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his or her duties.

2. This chapter shall not be construed to relieve or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by such defects.

Chapter 15.26 - GRADING

Grading plans shall be prepared and certified by a registered engineer and design professional who has demonstrated competency in the preparation of engineering plans by the City engineer. Each application for a grading permit shall be accompanied by copies of the certified grading plan, including all applicable specifications and special provisions. The number of copies shall be set by directive issued by the City engineer. Supporting data consisting of a soil engineering report and geology report shall be required at the discretion of the City engineer and/or the Building Official. The grading plans, specifications and other supporting data shall be submitted to the City engineer for review.

The following language is added to Appendix J of the Building Code to read as follows:

J109.5

It is unlawful for storm water on a lot to be diverted onto an adjected lot unless it is specifically designed to do so and provisions have been made for it to do so because of topographical conditions which do not allow for any other path of drainage. Stormwater drainage across lot lines is prohibited and all stormwater must be diverted onto the public right of way or into a private catchment system, or into the public storm drainage system. Drainage easements must be recorded where stormwater is to be diverted across lot lines.

Chapter 15.32 BUILDING RELOCATIONS

15.32.010 Permit required.

No person, firm, corporation or other entity shall move or relocate any structure over the public streets or alleys of the city unless, in addition to the building permit required by Section 15.12.010, a relocation permit has been issued pursuant to this chapter.

In addition, when the structure is to be moved over the City streets or over property lines, the applicant must obtain a Haul Permit from the City's Public Works Department prior to the relocation.

15.32.020 Permit application.

Any person, firm, corporation or other entity may apply for a relocation permit by filing a written application and the fee required by Section 15.32.030 with the city Planning and Building Departments. The application shall contain the following information:

A. The present location of the structure proposed to be moved;

B. The location to which the applicant proposes to move the structure;

C. The route proposed to be followed in moving the structure;

D. Two sets of floor plan blueprints;

E. Four elevations of the structure as it would appear when erected on the proposed site;

F. The weight, width and length of the structure and its total height while in transit, including any moving dollies or other equipment;

G. A termite inspection report prepared by a bonded and licensed termite inspection company showing the current status of the structure with respect to termite infestation, dry rot, or any other condition affecting structural integrity;

H. A listing of the number and location of all utility lines which would have to be disconnected or moved to enable the structure to be moved;

I. A listing of the number, size, kind and location of trees and other vegetation along the proposed moving route which might be injured by the moving process and an estimate of the extent of such damage.

15.32.030 Permit fees.

The relocation permit application shall be accompanied by a filing fee as set by the current fee schedule for the cost of inspection and staff review. No application shall be processed without such filing fee. The relocation permit filing fee shall be in addition to any other fees which are required by the ordinances of the city or any other applicable law, including the building permit fee required by Section 15.12.030.

15.32.040 Building inspector's report.

Upon receipt of a relocation permit application, the Planning Director and Building Official shall request the building inspector to inspect the structure proposed to be moved. Such inspection shall occur at the original site of the structure before it is moved. The senior building inspector shall submit a written inspection report to the Building official or designee providing information on the following items:

A. The type of construction, age and present condition of the structure, including a preliminary assessment of the structural and esthetic compatibility of the structure to the area to which it is proposed to be moved. The compatibility assessment shall include but not be limited to the factors contained in Title 17 of this Code;

B. A recommendation as to the amount of time reasonably required to complete the structure relocation and all other activities necessary to complete the relocation and any necessary reconstruction or repairs, provided that in no case shall such recommendation exceed one hundred eighty days from the date of permit issuance.

15.32.050 Department of community development review.

The city manager or his designee shall present the relocation permit application and building inspector's report to the department of community development for review and consideration. The director of the department of community development or his designee shall thereupon approve or reject the application or approve the application with such conditions as the department deems appropriate. If approval or approval with conditions is granted, the application will be presented to the building department for consideration. If the application is rejected or if the applicant objects to conditions of approval, the applicant may appeal the department's decision in accordance with the procedures set forth in Chapter 17.68 of this Code. If no appeal is taken, the director's decision will be final.

15.32.060 Building department review.

Upon approval or approval with conditions by the department of community development, the building department shall review the relocation permit application for compliance with this chapter and all other applicable laws. The building department shall require the applicant to make such changes or repairs to the plans and specifications and to the structure proposed to be moved as may be necessary to bring the structure into compliance with this chapter and all other applicable laws. The building department shall impose all permit conditions it deems reasonably necessary, including but not limited to changes in the proposed transport route, imposition of additional fees to mitigate environmental impacts caused by the relocation, a time limit within which the moving and reconstruction operations must be completed, and the requirement that all moving equipment be subject to prior approval by the senior building inspector who shall at all times have the right to inspect any such equipment. When the building department is satisfied that all conditions and requirements imposed by this chapter and all other applicable laws have been met, the department may issue a relocation permit.

15.32.070 Relocation permit bond.

A. Upon approval of the relocation permit application, the applicant shall obtain and file with the building department a relocation permit bond. Such bond may be a surety bond, in favor of the city or a certified check made payable to the City of Banning, or cash. The city clerk shall hold such bond until ordered by the city manager or his designee to release it.

B. The relocation permit bond, check or cash shall be at least equal to the cost, as estimated by the city manager or his designee, of such repairs, additions or alterations as are necessary to bring the structure into compliance with all ordinances of the city, and to make the structure conform with all other plans required by the community development department, planning commission and building department, provided that in no case shall the bond, check or cash be in an amount less than ten thousand dollars.

C. The relocation permit bond shall be conditioned upon faithful performance of the work of additions and repairs to the building, in accordance with the drawings and specifications which shall accompany the application for the permit. The term of any bond filed pursuant to this section shall begin upon the date it is filed, and shall end upon the completion, to the satisfaction of the city manager or his designee, of the

performance of all the terms and conditions of the relocation permit. Such completion shall be determined and evidenced by a statement thereof signed by the senior building inspector, a copy of which shall be sent to any surety or principal upon request. When a cash bond has been posted, the cash shall be returned to the depositor, or to his successors or assigns, upon the termination of the bond, except any portion thereof that may have been used or deducted as provided elsewhere in this chapter.

15.32.080 Notice and compensation to public utilities.

Upon issuance of the relocation permit, it shall be the duty of the applicant to notify all public utilities affected by the relocation of any temporary utility rearrangements required to accomplish the move. The notice shall specify the time and route over which the relocation operation is to be conducted. The applicant shall furnish the building department proof of said notice as well as proof of forty-eight hours' notice to the chief of police of the city. The applicant shall be responsible for payment of any costs reasonably incurred by a public utility in accommodating the relocation.

15.32.090 Liability for damages.

The relocation permit applicant shall be liable for any damage caused by moving operations. Damages to public property may be repaired by the city and the costs thereof billed to the applicant, thereby becoming a charge against any bonds held by the city.

15.32.100 Trailer lights.

Whenever any structure relocation takes place between sunset and sunrise, red lights shall be placed and illuminated in each corner of the structure, and at the end of any projection extending beyond the rear of the structure and moving platform. The lights shall be displayed at all times while the structure is on any public street or alley.

15.32.110 House mover permit.

Any person, firm, corporation or other entity engaged in any structure relocation for which a relocation permit has been issued pursuant to Section 15.32.060, must obtain a written house mover permit before moving any structure on, over or along any public street or alley.

15.32.120 House mover qualifications.

A house mover permit shall not be issued to any person, firm, corporation or other entity which does not comply with the city's business license ordinance and hold a valid general contractor's license issued by the state of California.

15.32.130 House mover bond.

No house mover permit shall be issued until the person, firm, corporation or other entity making application for the house mover permit shall have filed with the building department a housemover's bond, certified check or cash in an amount not less than five thousand dollars. The house mover bond, check or cash shall be held by the city clerk until ordered by the city manager or his designee to release the bond. The house mover bond shall be approved by the city finance director before it is accepted and shall contain provisions indemnifying the city and any public utility company affected against any damages suffered as a result of any interference with city property or public utilities. Upon completion of the relocation, the house mover bond, check or cash shall be released, provided that all claims and charges arising out of the relocation have been satisfied or otherwise settled.

15.32.140 House mover insurance.

No house mover permit shall be issued until the house-mover's permit applicant provides proof to the building department of all insurance policies required by the state contractor's license board, including but not limited to worker's compensation insurance. Special insurance or bonds, other than those specifically mentioned in this chapter, may be required when the city manager or his designee deems such insurance or bonds to be in the best interests of the city.

Chapter 15.40 SWIMMING POOLS

15.40.010 Fencing and enclosure required.

Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant, licensee or otherwise, upon which is situated a swimming pool or other out-of-doors body of water designed for swimming, dipping or immersion purposes, having a depth in excess of eighteen inches, shall at all times maintain on the lot or premises upon which such pool or body of water is located, and completely surrounding such pool or body of water, an enclosure that satisfies the requirements of subsection B of Section 15.08.020. There shall be no openings, holes or gaps therein larger than four inches square. Such openings, holes or gaps shall not be constructed in a horizontal series constituting steps or other means of access. If a picket fence is erected or maintained, the openings or spaces between the pickets shall not exceed four inches. A dwelling house or accessory building may be used as a part of such enclosure.

15.40.020 Fencing and enclosure—Existing pools.

All swimming pools in existence on July 10, 1965, shall be fenced in accordance with the requirements of this chapter on or before June 1, 1966.

15.40.030 Fencing and enclosure—Doors, gates and other openings.

All gates or doors opening through the enclosure required by this chapter shall be equipped with a self-closing and self-latching device, consistent with the requirements of subsection B of Section 15.08.020, not less than fifty-four inches high, designed to keep, and capable of keeping, such door or gate securely closed at all times when not in actual use. The door of any dwelling house or accessory building and forming any part of the enclosure need not be so equipped.

15.40.040 Required area between pool and surrounding structures.

Every swimming pool constructed after July 10, 1965, shall be constructed so that there is at least five feet between the main building and the swimming pool, that there is at least five feet between a side lot line or rear lot line and the swimming pool, and that there is at least five feet between any auxiliary building and the swimming pool, except that lesser distance may be permitted between a swimming pool and a building if the swimming pool is so designed to maintain the structure integrity of the structure involved.

15.40.050 Compliance with chapter required.

All plans submitted to the city for swimming pools to be constructed shall show compliance with the requirements of this chapter and Chapter 15.08 of this title, and final inspection and approvals of all pools shall be withheld until all requirements of this chapter and Chapter 15.08 of this title have been complied with.

Chapter 8.16 FIRE PROTECTION CODE[1]

8.16.010 Application and adoption of the California Fire Code.

Except as stated in this section or as amended below in section 8.16.020 of this chapter, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Banning. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted: Chapter 1 (excluding Sections 103.2 and 109.3), Chapters 3 and 25, and Sections 403.12, 503, 510.2, and 1103.2.

(Ord. No. 1503, § 2, 12-12-16; Ord. No. 1555, § 1, 12-10-19; Ord. No. 1586, § 2, 11-8-22)

8.16.020 Amendments to California Fire Code.

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

CHAPTER 1. SCOPE AND ADMINISTRATION

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

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

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

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

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet (334 m^2) or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

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

104.1.1 Authority of the Fire Chief and Fire Department.

[1]Editor's note(s)—Section 2 of Ord. No. 1503, adopted Dec. 12, 2016, repealed and replaced in its entirety ch. 8.16 to read as herein set out. Former ch. 8.16 pertained to the same subject matter, consisted of §§ 8.16.010—8.16.050 and derived from the 1965 Code; Ord. 1380; and Ord. No. 1468, adopted Feb. 11, 2014.

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

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

2.1. The prevention of fires.

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

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

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

2.5. The maintenance and regulation of fire escapes.

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

2.7. The maintenance of means of egress.

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

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

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

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

3.3. The Riverside County Sheriff and any deputy sheriff.

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

3.5 Officers of the California Highway Patrol.

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

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

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

Sections 104.7 and 104.7.1 of the California Fire Code are deleted in their entirety and replaced with the following:

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

Section 104.13 is added to Section 104 of the California Fire Code to read as follows:

104.13 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer,

duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

Section 105.3.1 of the California Fire Code is amended to add the following language:

105.3.1 Expiration. An operational permit shall remain in effect for a period of one (1) year (365 days), unless otherwise reissued, renewed, or revoked, or for such a period of time as specified in the permit and as specified in writing by the Fire Code Official.

Section 107.2 of the California Fire Code is deleted in its entirety and replaced with the following:

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

Section 107.7 is added to Section 107 of the California Fire Code to read as follows:

107.7 Cost recovery. Fire suppression, investigation, rescue, or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally, or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150 et seq., as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

Section 108.2 of the California Fire Code is amended to add the following language:

108.2 Inspections. The Fire Code Official shall issue an annual permit for a building, structure, and operations therein.

Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:

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

Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:

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

CHAPTER 2. DEFINITIONS

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

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

CHAPTER 3. GENERAL REQUIREMENTS

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

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

CHAPTER 5. FIRE SERVICE FEATURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

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

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet (27871 m^2) in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

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

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

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

Exception: A fire command center solely required because a building is greater than 300,000 square feet (27871 m^2) in area shall be a minimum of 96 square feet (9 m 2) with a minimum dimension of 8 feet (2438 mm).

Section 508.1.6 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet (27871 m^2) in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

Section 508.1.7 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.7 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating, "Fire Dept. Command Center," located on the door to the fire command center.

Section 509.2.1 is added to Section 509.2 of the California Fire Code to read as follows:

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

CHAPTER 6. BUILDING SERVICES AND SYSTEMS

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

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

CHAPTER 9. FIRE PROTECTION SYSTEMS

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

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

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

1. Detached Group U occupancies used for agricultural or livestock purposes, less than 5,500 square feet (511 m^2), and having setback distances of 50 feet (15 m) or more from the property line and other buildings.

2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.

3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.

4. Detached Group U occupancy greenhouses less than 5,500 square feet (511 m^2).

5. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

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

manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

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

a. Exception in Section 903.2.3

b. Exception 2 in Section 903.2.11.3

Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

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

CHAPTER 32. HIGH-PILED COMBUSTIBLE STORAGE

Section 3204.2.1 is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include referenced design document(s), including NFPA 13 or the current applicable factory mutual data sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

CHAPTER 49. REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS

Section 4904.4 is added to Section 4904 of the California Fire Code to read as follows:

4904.4 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009, and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

~~APPENDIX B~~

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

~~TABLE B105.2~~

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

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

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

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

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

~~APPENDIX C~~

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

~~*C103.1 Hydrant spacing*. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections."~~

~~(Ord. No. 1555, § 1, 12-10-19; Ord. No. 1586, § 2, 11-8-22; Ord. No. 1595, § 2, 9-12-23)~~

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

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218 N. Murray St., Banning, CA 92220

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

PHN Municipal Code Amendments

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Oct 17, 2025

Executed on: October 17th 2025

At City of Banning, California

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

Kaila Yeaman
Signature

CITY OF BANNING

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL

TO ADOPT NEW AND REVISED BUILDING STANDARDS

TITLE 15 OF BANNING MUNICIPAL CODE

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its regular meeting on October 28, 2025. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider the adoption of amendments to Banning Municipal Code, Chapter 8, Health and Safety, and Chapter 15, Buildings and Construction (Ordinance). The City Council will consider ordinances and findings adopting by reference and amendments to the 2025 California Building, Electrical, Plumbing, Mechanical Fire, Administrative, Energy, Residential, Reference Standards, Existing Building, Property Maintenance, Wildland-Urban Interface and Green Building Codes and adopting by reference certain appendix chapters of these codes; together with local amendments to the referenced codes. The Banning City Council will consider making these conforming changes a part of the Banning Municipal Code as is required every 3 years by California State Title 24 Building Standards Law. Additional administrative and technical changes were made to Chapters 8 and 15 to allow for language clarity, and local priorities and to eliminate language which is no longer applicable within these Municipal Code sections.

The City Council may make recommendations or other adjustments deemed appropriate.

ENVIRONMENTAL DETERMINATION: The Ordinance

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

REVIEW OF PROJECT INFORMATION : The proposed revisions 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. You may also review copies of the materials at the City Clerk's office, 99 E. Ramsey Street, Banning, Ca.

COMMENT ON THIS ORDINANCE: 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 amendments in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the American with Disabilities Act, if you need special assistance to participate in the meeting, call the City Clerk at (951) 922-3125. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

David A. Newell, AICP	Dated: October 14, 2025
Community Development Director	Publish: October 17, 2025

Published
Record Gazette
October 17, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Stephanie Sirls, Transit Manager** **Art Vela, Acting City Manager**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-148, Approving the Short Range Transit Plan for Fiscal Year 2025/2026 – 2027/2028 and Authorizing the Submittal of the FY 2025/2026 Funding Claims**

RECOMMENDATION:

Adopt Resolution 2025-148

BACKGROUND:

The Riverside County Transportation Commission (RCTC) is responsible by statute for developing and approving a SRTP for Riverside County (PUC 130303). The SRTP is intended to serve three purposes:

- Identify the transit operation services and capital improvements required to meet the transit needs of Riverside County over a three-year period and the proposed sources of funding to carry out the plan.
- Serve as a management tool for the operators to guide their activities over the next year.
- Provide justification for operating and capital assistance funds.

RCTC is tasked with allocating two primary funding sources to transit agencies: Local Transportation Fund (LTF) and State Transit Assistance (STA). RCTC also allocates State of Good Repair (SGR) and Low Carbon Transit Operations Program (LCTOP) funds.

Local Transportation Fund (LTF)

LTF is derived from a quarter-cent of the statewide general sales tax and is returned to the source from which it was generated. The three areas of apportionment within Riverside County are the Western County, Coachella Valley, and Palo Verde Valley. LTF revenues received from the California Department of Tax and Fee Administration are allocated by RCTC for program administration, regional and local transportation planning, bicycle and pedestrian facilities projects, and transit services. LTF provides a dependable revenue stream for Riverside County public transportation operations.

State Transit Assistance (STA)

STA is derived from the statewide sales tax on diesel fuel. STA is allocated by the State to Riverside County based on population and as a percentage of transit fare revenue. STA revenues received from the State Controller are allocated by RCTC for capital projects related to Riverside County's public transit operators.

State of Good Repair (SGR)

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statues of 2017), signed

by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the SGR Program. This program receives funding of approximately $105 million annually. SGR funds are to be made available for eligible transit maintenance, rehabilitation and capital projects.

Low Carbon Transit Operations Program (LCTOP)
LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP are intended to support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

Every year the City of Banning is required to prepare a SRTP and submit it to RCTC to receive LTF and STA funds. The City's SRTP identifies it's operational and capital funding needs to continue to provide transit service to the community.

JUSTIFICATION:
The City's transit operations depend on LTF, STA and SGR funds to cover it's operational and capital expenses. In order to receive these funds the City must submit its formally approved SRTP. The 2025/2026 – 2027/2028 SRTP has been developed by the Public Works Department, Transit Division and reviewed by RCTC staff, who has deemed the SRTP ready for approval.

FISCAL IMPACT:
As proposed in the SRTP, the City will request the following funds:

Operations:
LTF: $2,749,700
LCTOP: $118,773
SGR: $70,000
Total: $2,938,473

Capital:
STA: $2,015,000

Table 4 and the Capital Justification Tables, attached to this staff report, provide additional details of the funding breakdown.
As an obligation of receiving the LTF funds, the City is obligated to provide a 10% farebox recovery match. Based on FY 2024/2025 projections, staff estimates that FY 2025/2026 farebox revenue will be approximately $22,747 (due to the Free Fare Program), which is less than the expected 10% of LTF, even when supplemented by LCTOP funds of $118,773. Additional measures are being taken in an effort to meet the 10% farebox recovery requirement, including increased efforts in marketing the City's Transit Advertising Program as well as the progress being made on the new CNG Station project which once completed, is expected to generate additional revenue for the Transit Department.

ALTERNATIVES:
Do not approve Resolution 2025-148 and provide alternate direction to staff.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-148 SRTP.docx
2. Banning SRTP FY 26-28.pdf
3. Table4.0A-CapitalProjectJustification 9.28.25.pdf
4. Table4.0-SummaryofFundingRequests 9-28-25.pdf

RESOLUTION 2025-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE 2025/2026-2027/2028 SHORT RANGE TRANSIT PLAN (SRTP) AND AUTHORIZING THE SUBMITTAL OF THE FISCAL YEAR 2025/2026 FUNDING CLAIMS

WHEREAS, the City of Banning's transit operations depend on Local Transportation Funds (LTF), State Transit Assistance (STA) and State of Good Repair (SGR) funds to cover its operational and capital expenses; and

WHEREAS, annually the Riverside County Transportation Commission (RCTC) requires that the county's public transportation agencies develop and submit a Short Range Transit Plan (SRTP) in order to identify and receive LTF, STA and SGR funding; and

WHEREAS, a funding claim form and standard assurances must be submitted to RCTC in order to receive allocated funds.

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

SECTION 1. The City Council approves the 2025/2026 – 2027/2028 Short Range Transit Plan, authorizes the City Manager, or designee, to make necessary non-substantive changes, and to execute and submit the Fiscal Year 2025/2026 Public Transit Funding Claims and Standard Assurances on behalf of the City of Banning.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to 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 28th day of October 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-148, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of October 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



City of Banning
Short Range Transit Plan
FY 2025/2026 – 2027/2028

BANNING CONNECT
TRANSIT SYSTEM

City of Banning
99 E. Ramsey Street
Banning, CA 92220
951.922.3130

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Chapter 1: System Overview

1.1 – Description of Service Area

The City of Banning ("Banning") is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. Banning was incorporated in 1913 and has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning has provided public transportation service since April 1973, which expanded to two routes in September 1985. The current transit system comprises two fixed-route services and a Dial-a-Ride system that is limited to seniors (60 + years of age) and persons with disabilities, including riders certified under the Americans with Disabilities Act (ADA). The Route 1, Cabazon service, which began in July 1995, extends from Banning east to the unincorporated area of Cabazon. This route was extended in January 2000 to provide a route deviation to serve a remote residential area in eastern Cabazon. The newest route on the fixed route system, the Banning Circulator, which began in February of 2024, is an extended, blended version of Routes 5 and 6, that includes service to the City's new Atwell Community. Please note that the Banning Circulator permanently replaced Routes 5 and 6.

The Banning transit system serves several areas, including the commercial and residential areas of Banning and Cabazon, as well as the commercial areas of the Morongo Indian Reservation and limited commercial areas in the City of Beaumont ("Beaumont"). Banning Connect covers approximately 35 square miles in the pass area with routes connecting to regional providers.

Within the service area, the population is mixed with areas of both high and low densities. The current routes have been planned by taking advantage of this knowledge, allowing the system to operate more efficiently.

There is significant growth happening in Banning with the development of two large specific plan development projects and several industrial developments. It is anticipated that growth will provide additional opportunities that will benefit the Banning Connect Transit System.

BANNING CONNECT
TRANSIT SYSTEM

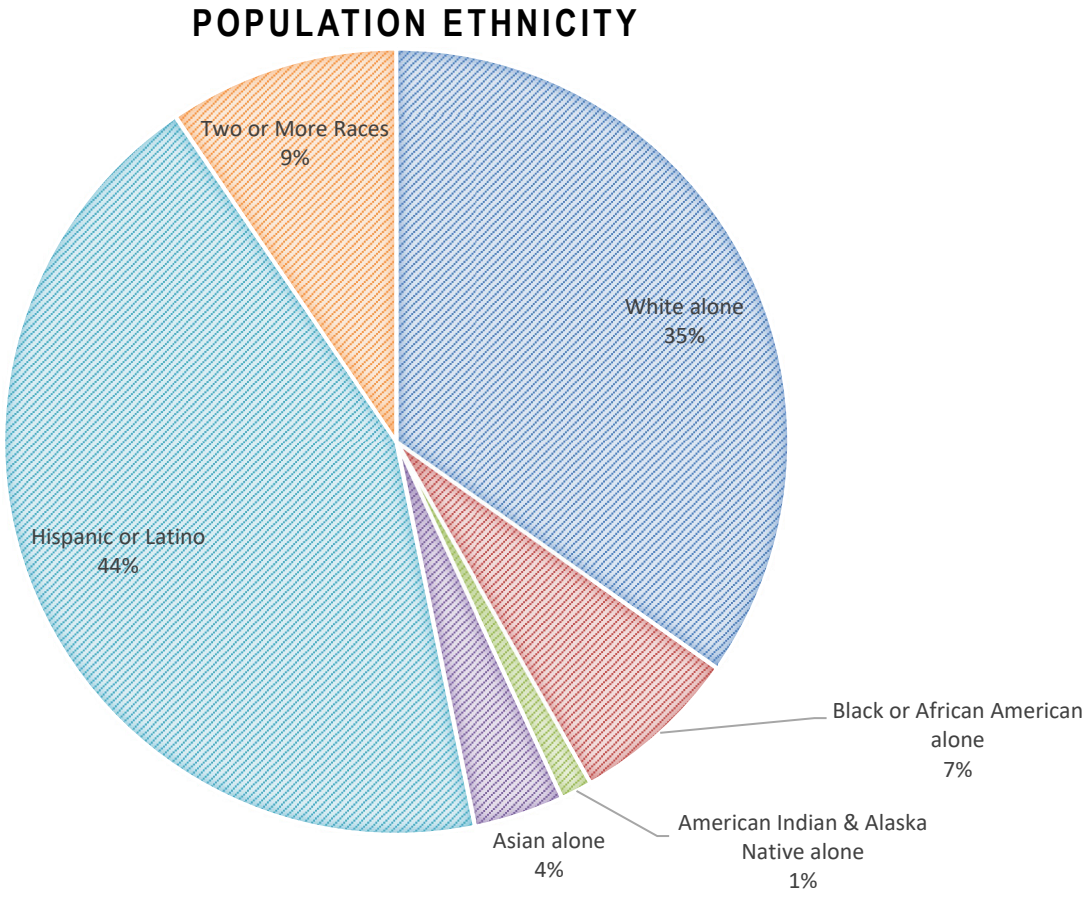
Your Transit Team



1.2 – Population Profile and Area Demographics

Riverside County covers 7,209 square miles with a population of over 2.4 million people in 2023, per the Department of Finance. The population density for Riverside County is 332.9 people per square mile, largely due to the vast desert areas that are not populated.

The City of Banning ("Banning") covers 23 square miles with a population of 31,680 people in 2023. The population density for Banning is 1,358 per square mile. The racial makeup of the City is as follows:



The above breakdown exceeds 100% resulting from reporting multiple races.

The average age of the population is the following:

- 55 years and over 36.6%
- 35 years to 54 years 20.5%
- 20 years to 34 years 18.1%
- 19 years and younger 24.8%

The average age of the population is 41.5 years old.

1.3 Description of Services by Mode/Route

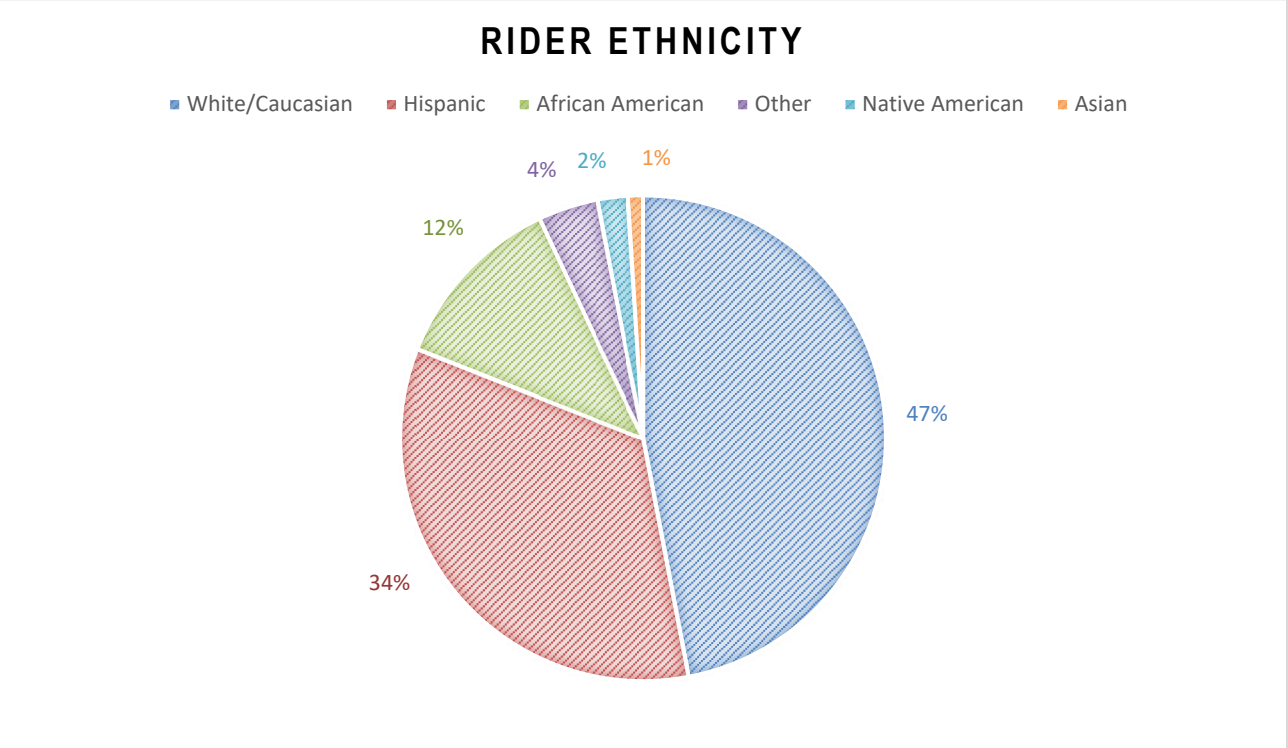
TABLE 1 DESCRIPTION OF ROUTES		
Fixed Routes	**Description**	**Area/Service Area**
Route 1	Service from Beaumont to Cabazon via the Banning commercial corridor along Ramsey Street	Walmart Shopping Center, Sun Lakes Village, Banning Police Department, Casino Morongo, Cabazon Outlets, Cabazon Community Center, Mid-County Courthouse, Mt. San Jacinto College (Pass Campus) and the San Gorgonio Memorial Campus
Banning Circulator (Previously 5/6 Combo)	Newer route combining Routes 5 and 6	Banning Library, Banning High School, Hemmerling Elementary, Beaver Medical, Walmart, Sun Lakes Village, San Gorgonio Memorial Hospital, DMV, Banning Police Department, Mt. San Jacinto Community College (Pass Campus), Atwell Community
City-Wide	Demand response and origin-to-destination shared ride transportation service for senior age (60 years and older) and persons who are unable to use accessible fixed route bus service due to function limitations	City of Banning (3/4 mile from any fixed route bus stop) and limited areas in Beaumont

1.4 – Description of Ridership, Revenue Miles, Revenue Hours

Ridership

In 2013, a survey was conducted showing the demographics of the Banning Connect Transit riders. The information gathered helped create a visual indication of the use of the system.

The racial makeup of the ridership is as follows:



Furthermore, 86% of respondents stated that they used the system's fixed routes at least three times a week. 59% of the ridership used the bus service for local trips within the Banning/Beaumont/Cabazon area, and 49% use transit to travel outside of the City's service area. For 91% of ridership, the bus system is their only means of transportation. An unspecified number of respondents stated that the transit service is readily available in their area, with many riders living within a two-block radius of a bus stop.

A substantial number of users of the system share the commonality of being either underemployed or unemployed, with 88% of riders reporting an annual household income of $20,000 or less and 81% of respondents reporting a family of two or more. 87% of those completing the survey report English as their primary language while 13% speak Spanish.

The City plans to conduct a new survey to document and update the demographics of the users of the Banning Connect Transit System in the upcoming Comprehensive Operations Analysis.

1.5 – Current Fare Structure

The following fare schedule represents a modest increase for most fare types. The City's fare had remained unchanged from 2012 – 2022.

Fixed Route

Fare Categories	Base Fare	Day Pass	10-Trip Punch Pass	10-Ticket Book	Monthly Pass
General	$1.25	$3.25	N/A	$12.50	$39.00
Youth (grades K-12)	$1.00	$3.00	$10.00	N/A	$25.00
Senior (60+)	$.75	$2.00	N/A	$7.50	$24.75
Disabled	$.75	$2.00	N/A	$7.50	$24.75
Military Veterans	$.75	$2.00	N/A	$7.50	$24.75
Child (46" tall or under. Must be accompanied by full fare paying passenger.)	$.25	N/A	N/A	N/A	N/A
Zone Fare (Cabazon Residential Area)	$.25	$.25	$.25	$.25	N/A
Deviations (Routes 3 & 4)	$.25	$.25	$.25	$.25	$.25
Active Military	FREE	N/A	N/A	N/A	N/A
GoPass (During school session only)	FREE	N/A	N/A	N/A	N/A

Dial-A-Ride Fares

Fare Categories	Base Fare	10-Ride Punch Card
One-Way	$2.00	$18.00
Companion	$3.00	N/A
PCA (w/ I.D.) *	FREE	FREE
No Show	$2.00	N/A

*Personal Care Attendant must show proper ID each time they board.

Riders have a few ways of paying fares including purchasing passes at the Community Center and paying for fares on the buses. In FY 2019/2020 the City begun offering fare purchases through Token Transit, which offers fares via the web and a mobile application. It should also be noted that Banning Connect is currently running a three-year free fare program which offers free fare for seniors, veterans, students, persons with disabilities, and Banning residents on our local fixed routes.

1.6 – Revenue Fleet

Banning Connect operates seven fixed route vehicles and all are powered by compressed natural gas (CNG). The vehicles are equipped with racks for two bicycles and are Americans with Disabilities (ADA) compliant as each bus comes equipped with mobility device lifts and/or ramps and two tie-down stations per bus. Fixed route vehicles range from 1 year to 14 years in age (7 years average age). Banning received three new 32-foot EZ-Rider II CNG buses in August of 2023. Two of the new buses were additions to the fleet rather than replacement in order to maintain a satisfactory spare ratio.

The transit system has four vehicles that are classified as Dial-A-Ride (two in revenue service, one as a spare and one electric van that is being piloted). Dial-A-Ride vehicles range from 1 years to 14 years in age (approximately 6 years average age). The City also has four electric support vehicles which are used for driver relief or administrative errands. **Table 1.1** shows the list of the of the City's revenue fleet inventory.



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 1.1 - Fleet Inventory

FY 2025/26 Short Range Transit Plan

City of Banning

Bus (Motorbus) / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2024/25	# of Contingency Vehicles FY 2024/25	Life to Date Vehicle Miles Prior Year End FY 2023/24	Life to Date Vehicle Miles through March FY 2024/25	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2024/25
2016	EDN	Easy Rider	25	1	32	CN	1		352,369	385,045	385,045
2017	EDN	Easy Rider	25	1	32	CN	1		286,581	310,176	310,176
2010	EDN	XHF	31	1	34	CN	1		443,933	450,553	450,553
2023	EDN	XHF	25	1	32	CN	1		34,369	67,380	67,380
2023	EDN	XHF	25	1	32	CN	1		35,626	66,375	66,375
2023	EDN	XHF	25	1	32	CN	1		51,126	87,467	87,467
2024	STR	Allstar	16	1		GA	1		5,979	28,104	28,104
		Totals:	172	7			7		1,209,983	1,395,100	199,300

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 1.1 - Fleet Inventory

FY 2025/26 Short Range Transit Plan
City of Banning

Demand Response / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2024/25	# of Contingency Vehicles FY 2024/25	Life to Date Vehicle Miles Prior Year End FY 2023/24	Life to Date Vehicle Miles through March FY 2024/25	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2024/25
2010	EBC	Aerotech	16	1	25	GA	1		217,343	217,878	217,878
2023	FRD		10	1	22	EB	1		155	155	155
2013	GLV	Universal	18	1	26	CN	1		183,323	189,674	189,674
2018	STR	Allstar	16	1	25	GA	1		89,052	101,084	101,084
		Totals:	60	4			4		489,873	508,791	127,198

1.7 – Existing Facilities

The Banning transit system functions as a division within the Department of Public Works of the City and utilizes existing facilities. Customer service aspects of the transit division are available at the City's Community Center located at 789 North San Gorgonio Avenue, where bus passes are sold, schedules are available and ADA applications can be picked up and returned. Phone calls for general information and questions regarding scheduling are received Monday – Friday from 8:00am to 5:00pm at the Community Center.

Administrative offices for the transit division, as well as the maintenance, parking, fueling of the buses, and storage of bus stop amenities, are located at the City's Corporation Yard located at 176 East Lincoln Street. The facility is equipped with five service bays, an outside vehicle wash bay, and a CNG station with slow fill dispensers. Maintenance of the transit fleet is performed by the Public Works Department, Fleet Maintenance Division. All dispatch and scheduling for paratransit services are handled at the Corporation Yard location as well.

1.8 – Existing Coordination between Transit Agencies

In 2019, Banning and Beaumont executed a new Interagency Service Agreement (ISA), outlining the relationship between each agency's operations and the manner in which the transit systems would operate within each City's service areas including, but not limited to route planning, scheduling, stops, transfers and the dissemination of information. The ISA was renewed by both parties in 2023 and is scheduled for another renewal in June of 2026.

In addition, a Memorandum of Understanding is held with the Morongo Band of Mission Indians allowing stops on their property. Services are coordinated with Riverside Transit Agency (RTA) by providing timed stops that meet with routes that provide travel to and from the areas of Hemet and Moreno Valley (i.e., Route 31 at either Sun Lakes Boulevard just east of Highland Springs Avenue or the Walmart stop along 2nd Street). Riders can also connect with the Amtrak Thruway Bus Service at Casino Morongo.

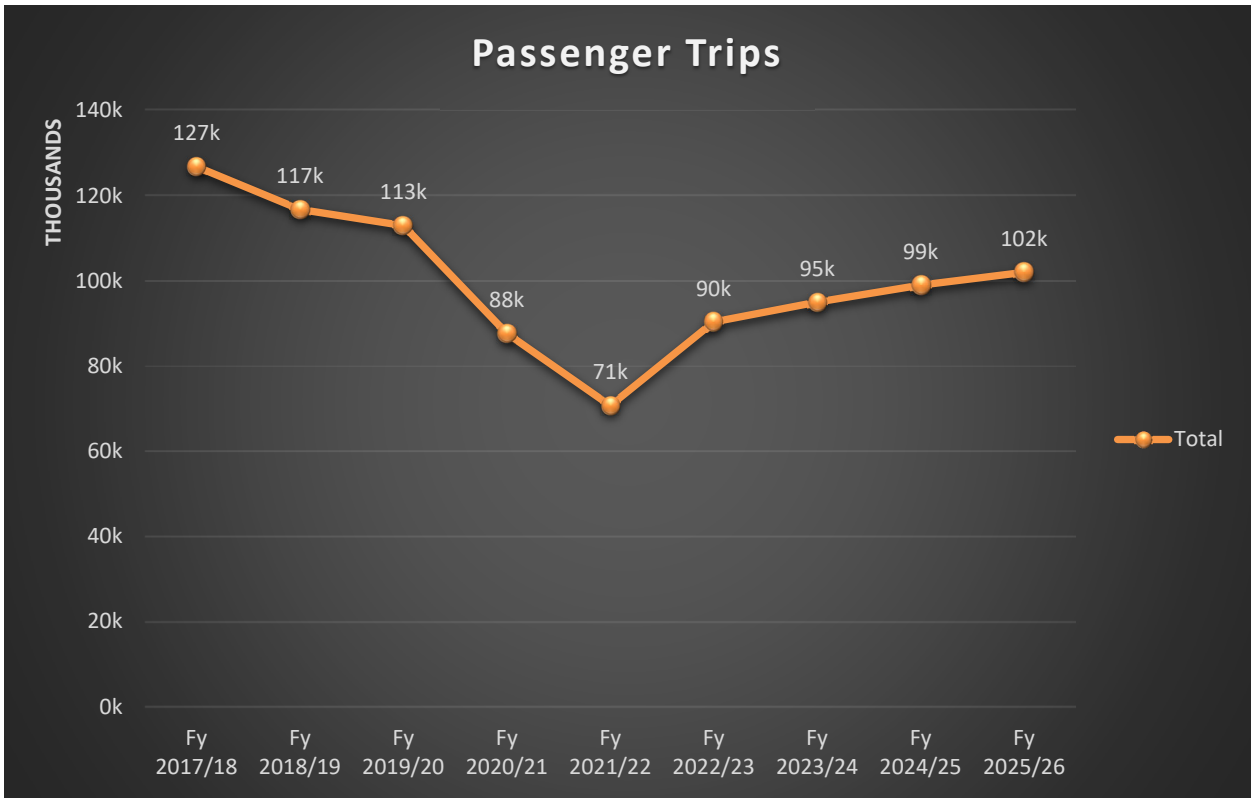
1.9 – Reference List of Prior or Existing Studies and Plans

In FY2022/2023, the City partnered with the Riverside County Transportation Commission (RCTC) and the Center for Transportation and the Environment (CTE) and successfully submitted its Zero Emission Roll-out Plan to the California Air Resources Board (CARB) which contained a commitment and detailed plan to transition to a fully zero-emission bus fleet composed of battery electric buses by 2040, in accordance with the Innovative Clean Transit (ICT) regulation. The City also plans to develop a Comprehensive Operating and Capital Needs Analysis beginning in FY 2024/2025.

Chapter 2: Existing Service and Route Performance

2.1 – Key Performance Indicators

Projected ridership volumes for this fiscal year demonstrate continued growth with ridership hitting almost 100,000 passenger trips. It is unclear what next year will bring, however an additional increase in ridership is projected for FY26, bringing Banning Connect closer to pre-pandemic ridership levels.



2.2 – SRTP Performance Report

Banning Connect observed a downward trend preceding COVID-19 beginning in 2016. An increase in ridership was realized in the first quarter of FY 2019/2020 resulting from the new Interagency Services Agreement with City of Beaumont, but later drastically dropped due to COVID-19. Ridership numbers are rebounding in FY2024/2025, indicating that ridership is growing in the right direction.

The FY2025/2026 plan predicts that some targets will not be met, however ridership targets are getting closer to pre-pandemic levels. Financial impacts are still occurring with increases in operating costs year after year, independent of the pandemic, such as increases due to national inflation, increased fuel costs, potential tariffs and challenges to the supply chain for parts. These impacts will continue on an upward trend independent of local ridership. This will make it very challenging for the City to meet its 10% fare recovery goals.

2.3 – SRTP Service Summary

All Routes

Ridership had drastically declined over the past five years bringing farebox revenue to much lower numbers than seen in normal years however in FY2023/24 ridership trajectories started to change as the result of a more efficient run cut, the free fare program, new buses and the City's commitment to providing safe and reliable service. We anticipate that ridership will continue to increase, bringing us that much closer to pre-pandemic levels in FY 2025/26. It should be noted that the city has no excluded routes to report in this SRTP.

Fixed Route Service

The Banning transit system currently has two fixed route services (Route 1 and the Banning Circulator) which serve downtown and neighborhood areas of Banning, both the residential and business areas of Cabazon, and the main commercial area of Beaumont (Walmart). Fixed route operations run from 5:00am to 10:00pm (Route 1), 5:30am to 6:32pm (Banning Circulator) during the week and are adjusted to 8:00am and 5:00pm on the weekends.

The cities of Banning and Beaumont have entered into an Interagency Services Agreement which prohibits either agency from operating a fixed route within each other's City limits. Transfers between the Banning and Beaumont transit systems occur at the Beaumont Walmart and San Gorgonio Memorial Hospital stops only. Current route maps are provided at the end of this section.

With the anticipation of ridership levels returning to near pre-pandemic levels, the City expects to be on track from a ridership perspective.

Dial-A-Ride (DAR)

The Banning transit system Dial-A-Ride is a service offered to seniors, aged 60 and older, and passengers eligible under the Americans with Disabilities Act (ADA). DAR operates from 6:00am to 4:30pm on weekdays and on an as needed basis for the weekends. Trip requests outside of normal operating hours are accommodated for ADA Priority clients. Limited-service hours are available for non-ADA passengers. ADA passengers are required to fill out a certification application to determine eligibility. If terms are met, the applicant receives an approval certifying their eligibility to ride.

The primary uses for the Dial-A-Ride system are transportation to medical appointments, workshop programs for persons with disabilities and shopping areas. Dial-a-Ride services also provide connections to the RTA, Sunline, and Banning and Beaumont fixed routes. Additionally, demand for paratransit has shown notable growth in FY 2024/25 and is expected to continue to grow in FY 2025/26.



2.4 – Service Performance

Route 1 – Beaumont/Banning/Cabazon

Route 1 is among the most used routes in the system, operating along Ramsey Street and serving the commercial area Beaumont (Walmart), residential areas of Cabazon and Casino Morongo and the outlet malls in Cabazon. Ridership on Route 1 typically accounts for approximately 70% of the total use of the system.

While the longest in distance, this route operates on a one-hour headway from Beaumont to Casino Morongo. The major stops on this line include Albertsons, Wal-Mart, Banning City Hall, Mid-County Justice Center, Social Services offices in Banning, San Gorgonio Memorial Hospital, Casino Morongo and the Desert Hills Outlets in Cabazon.

The second loop of Route 1 also runs on an hour headway departing from Casino Morongo and servicing the Cabazon Community Center and the residential areas of Cabazon. Two buses are operated on this route which allows for hourly service to the two respective areas.

Route 5/6 - Banning Circulator

Banning Circulator accounts for 20% percent of Banning's Transit System use, providing service to the areas that lie north and south of the I-10 Freeway in the City of Banning. Major stops on this route are the Mid-County Justice Center, Banning City Hall, the Banning Community Center, Library, Medical Facilities, the Mt. San Jacinto Pass Campus, Banning High School, Smith Correctional Facility, San Gorgonio Memorial Hospital and the commercial area of Beaumont (Walmart).

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.3 - SRTP Route Statistics

City of Banning -- 1

FY 2025/26

All Routes

Data Elements

Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Measure-A Revenue	LCTOP Revenue
BAN-1	All Days	2	71,987	178,527	10,713	10,813	253,243	260,532	$1,469,175	$79,593		$61,227
BAN-BC	All Days	2	25,845	64,096	6,873	6,893	153,796	154,466	$1,380,825	$91,554		$57,546
BAN-DAR	All Days	2	4,033	14,519	1,945	3,287	27,412	33,035	$283,000	$23,380		
		6	101,865	257,142	19,531	20,993	434,451	448,033	$3,133,000	$194,527		$118,773

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.3 - SRTP Route Statistics

City of Banning -- 1

FY 2025/26

All Routes

Performance Indicators

Route #	Day Type	Net Subsidy	Operating Cost Per Revenue Mile	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BAN-1	All Days	$1,389,582	$137.14	$5.80	$20.41	9.58%	$19.30	$7.78	$129.71	$5.49	6.72	0.28
BAN-BC	All Days	$1,289,271	$200.91	$8.98	$53.43	10.79%	$49.88	$20.11	$187.58	$8.38	3.76	0.17
BAN-DAR	All Days	$259,620	$145.50	$10.32	$70.17	8.26%	$64.37	$17.88	$133.48	$9.47	2.07	0.15
		$2,938,473	$160.41	$7.21	$30.76	10.00%	$28.85	$11.43	$150.45	$6.76	5.22	0.23

BANNING CONNECT TRANSIT SYSTEM

SERVICE AREA MAP

SYSTEM MAP

ROUTES 1, BANNING CIRCULATOR 5/6

EFFECTIVE 02/20/2024

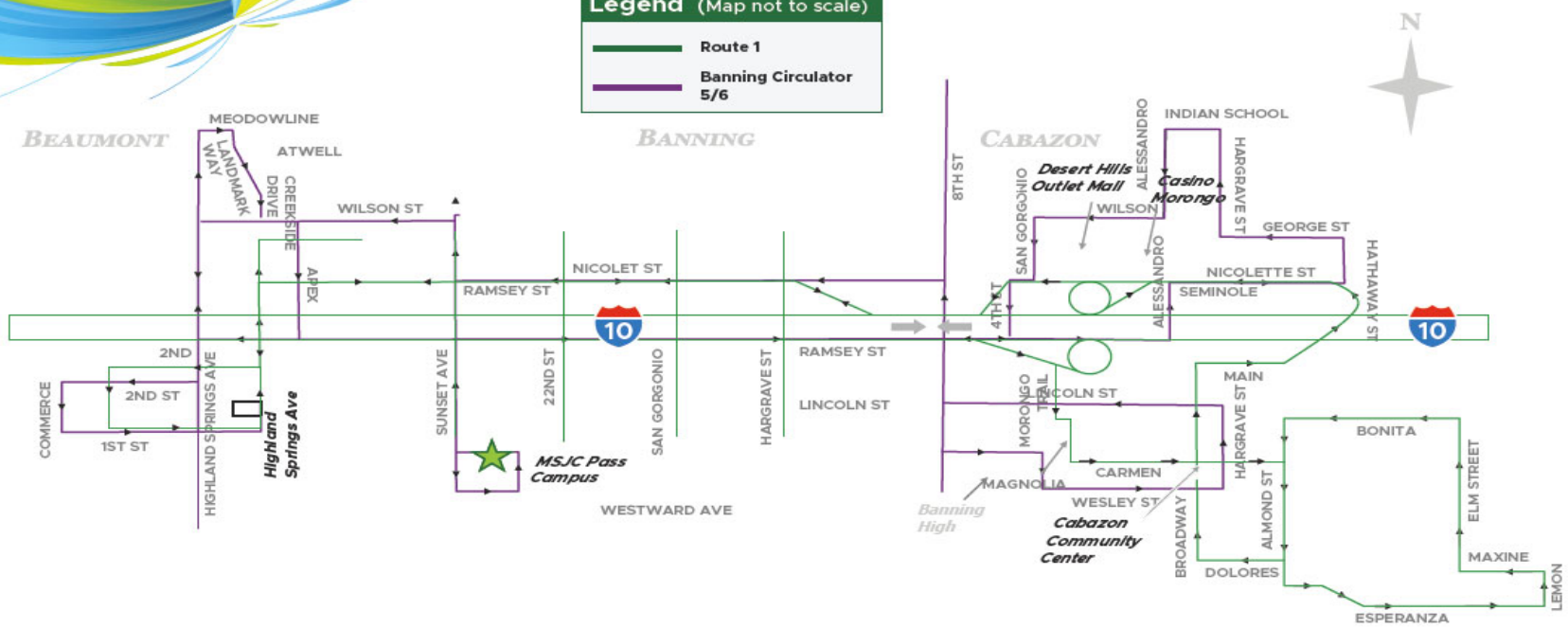
(951) 922-3243

www.banningconnect.com

BANNING CONNECT TRANSIT SYSTEM

Legend (Map not to scale)

- Route 1
- Banning Circulator 5/6



FARES		
Fare	$1.25	one-way trip
Senior 60+ yrs/Disabled	$ .75	one-way trip
Children (46" or under)	$ .25	one-way trip
Youth (17 years & under)	$1.00	one-way trip

DAY PASSES	
General	$3.25
Sr/Disabled	$2.00

10 TICKET BOOKLET	
General	$12.50
Sr/Disabled	$7.50

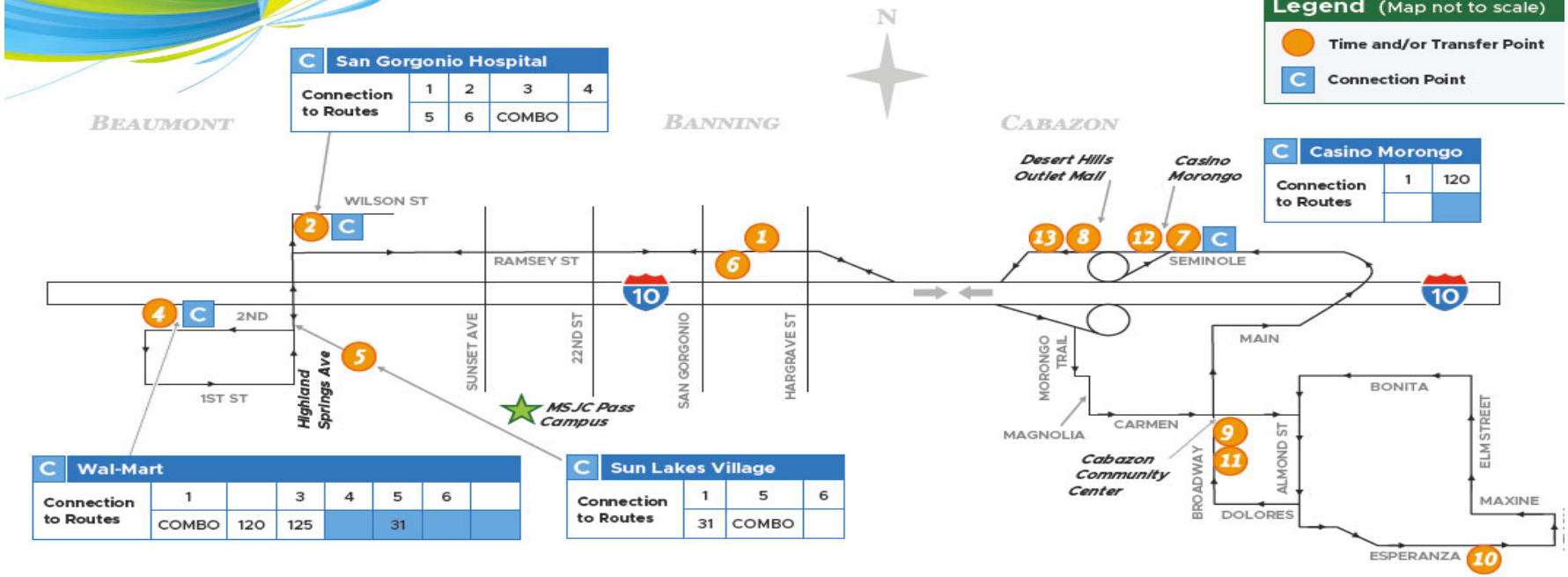
MONTHLY PASSES	
General	$39.00
Sr/Disabled	$24.75
Youth	$25.00
Banning High School & Nicolet Middle School Student Pass	$10.00

BANNING CONNECT
TRANSIT SYSTEM

ROUTE 1

EFFECTIVE 02/20/2024
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www.banningconnect.com

BANNING CONNECT
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FARES	
Fare	$1.25 one-way trip
Senior 60+ yrs/Disabled	$ .75 one-way trip
Children (46" or under)	$ .25 one-way trip
Youth (17 years & under)	$1.00 one-way trip

DAY PASSES	
General	$3.25
Sr/Disabled	$2.00

10 TICKET BOOKLET	
General	$12.50
Sr/Disabled	$7.50

MONTHLY PASSES	
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Banning High School & Nicolet Middle School Student Pass	$10.00

BANNING CONNECT
TRANSIT SYSTEM

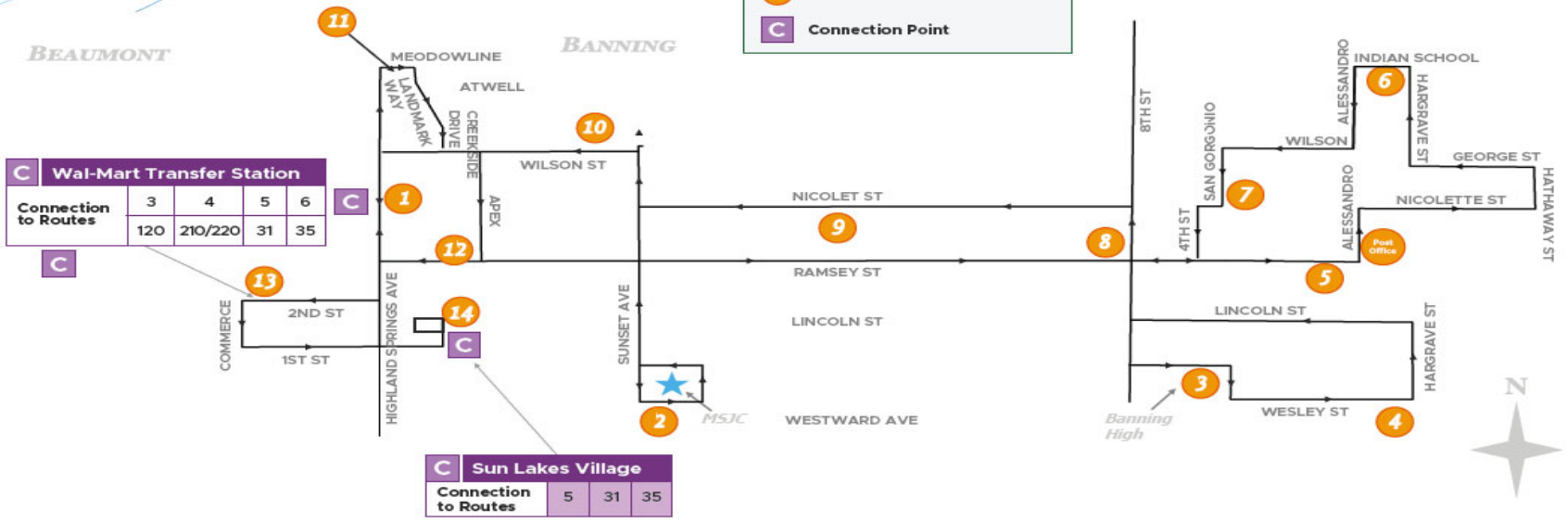
BANNING CIRCULATOR 5/6

EFFECTIVE 02/20/2024
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San Gorgonio Hospital			
Connection to Routes	1	2	3
	4	5	

Legend (Map not to scale)
- Time and/or Transfer Point
- C Connection Point



C Wal-Mart Transfer Station				
Connection to Routes	3	4	5	6
	120	210/220	31	35

C Sun Lakes Village			
Connection to Routes	5	31	35

FARES	
Fare	$1.25 one-way trip
Senior 60+ yrs/Disabled	$ .75 one-way trip
Children (46" or under)	$ .25 one-way trip
Youth (17 years & under)	$1.00 one-way trip

DAY PASSES	
General	$3.25
Sr/Disabled	$2.00

10 TICKET BOOKLET	
General	$12.50
Sr/Disabled	$7.50

MONTHLY PASSES	
General	$39.00
Sr/Disabled	$24.75
Youth	$25.00
Banning High School & Nicolet Middle School Student Pass	$10.00

BANNING CONNECT
TRANSIT SYSTEM

FREE FARE CAMPAIGN

Effective August 1, 2023 until further notice

Restricted to the following passengers on Fixed Route only

Banning Residents with proof of residency and a picture (I.D.) card

Seniors 60 years of age or older with proof of age (I.D.) card

Disabled passengers with a Disabled (I.D.) card

Veterans with proof of VA (ID) card issued by the government

Veterans (I.D.) card issued from the Beaumont Transit Agency

Students with proof of Banning Unified School District (I.D.) card

All other passengers are to pay the following fares:

General fare	$1.25	1-WAY
Children (Infant-46")	$0.25	1-WAY
Youth (17 years & under)	$1.00	1-WAY

Anyone going into Cabazon will also have to pay the **$0.25 additional Zone fare charge** with his or her regular fares.

BANNING CONNECT
TRANSIT SYSTEM

951-922-3243 or 951-922-3252

2.5 – Productivity Improvements Efforts

Banning staff will continue to monitor key performance metrics throughout the year in order to identify underperforming routes and trips and make adjustments as necessary. Additionally, staff is currently working to develop a Comprehensive Operating and Capital Needs Analysis. One goal of the COA is to develop a plan for improving the City's routes to make them more efficient in an effort to meet the needs of the City's riders. The City is hoping to issue the RFP before the end of FY2024/25.

The City continues to offer mobile ticketing through Token Transit in order to enhance the customer experience by improving the City's fare program through the use of technology. Token Transit is available to all users of the City's fixed route service.

Additionally, in FY 2022/2021 the City deployed the Swiftly platform. Swiftly is a big data platform developed to help transit agencies and cities improve urban mobility. Swiftly utilizes billions of data points using sophisticated algorithms to improve transit system performance, service reliability and real-time passenger information.

The Swiftly platform includes "Transitime", which provides accurate real-time information for riders and dispatchers via the web and transit mobile apps such as Google Maps, Transit and Moovit. The information provided includes maps showing transit vehicles moving in real-time and accurate arrival prediction, a useful tool for riders and City staff.

2.6 – Major Trip Generators

Major passenger trip destinations that the Banning transit system services are the Sun Lakes Plaza Shopping Center, the Walmart Supercenter in Beaumont, the Banning Justice Center, San Gorgonio Pass Hospital, Optum and Loma Linda Medical Plazas, the Cabazon Outlet Stores, Desert Hills Premium Outlets, Casino Morongo and the Mt. San Jacinto College Pass Campus. There is a high demand for service to these destinations whether for employment, necessities, or pleasure.

2.7 – Recent Service Changes

Effective February 20, 2024, the City interlined Routes 5 and 6, added another bus on the route and rebranded it as the Banning Circulator. This new route also includes hourly service into the City's new Atwell community. In an effort to continue to recover from the COVID-19 pandemic, hourly service into Cabazon was also restored.

Route	**Operating Hours**
Route 1	5:11am – 10:00pm
Route 5/6 Banning Circulator	5:30am – 6:28pm

Chapter 3: Future Service Plans, Fare Changes, Capital Planning and Marketing

3.1 – Planned Service Changes FY 2025/2026 – FY 2026/2027

A scope of work for the Comprehensive Operational and Capital Needs Analysis is currently being crafted to determine capital needs associated with the Zero-Emissions Roll-out Plan as well as to determine if further route changes are needed to ensure optimal service is being provided.

3.2 – Marketing Plans and Promotions

Efforts have been made to market the City's transit system over the past year and will continue in the coming years. These efforts include purchasing advertising on a map of the San Gorgonio Pass Area, distribution of route maps by delivery to the library, Chamber of Commerce, San Gorgonio Memorial Hospital, Mt. San Jacinto Pass Campus, local hotels, businesses, and social media outlets. Presentations regarding transit services have also been made at local schools, HOA's, senior centers and hospitals. The City also advertises through its own Transit Advertising Program as well as social media.

Additionally, the City developed a new brand for the transit system called "Banning Connect": This new branding was completed in March 2021.

The City has completed the deployment of the Banning Connect Transit System branding and has updated its route maps, bus stop signs, fliers, and exterior/interior bus graphics.

The City's efforts to promote ridership will include the following in this upcoming fiscal year:

1. Attend senior community meetings to provide information.

2. Articles in local papers highlighting new transportation routes, as needed.

3. Incorporate and coordinate travel training opportunities for the area's passengers with regional providers including Sunline, RTA and Beaumont.

4. Offer “Rider Appreciation Day” to raise awareness of benefits of public transportation.

5. Participate with Transportation Now, Senior Transportation Assistance Group, Pass Area Senior Connections, Pass Area Veterans Assistance, Cabazon Community Resources, and other efforts.

6. Increase the City’s social media presence.

The Banning transit system strives to operate service in a manner that will maximize system productivity, efficiency, as well as the use of subsidies. General goals include:

- Develop an ongoing planning process with key agencies and organizations within the region.
- Develop a core group of services that connect key activity points and commit to providing service along those corridors.
- Continually review all services to evaluate the efficiency and needs of the transit system.

3.3 – Projected Ridership Growth

For the past decade, the City of Banning has observed very little private development projects that would have a noticeable impact to ridership. Over the past few years, the City has seen much more developmental activity including entitlements of various commercial developments that could potentially act as ridership generators. There are also two large specific plan developments that amount to approximately 7,700 residential units, multiple schools, commercial/retail phases, and parks.

Additionally, and as previously mentioned in the report, the agreement with the City of Beaumont resulted in a noticeable increase in ridership. This increase was short lived due to the COVID-19 pandemic, which drastically impacted ridership because of the” shelter in place” orders and the closure of many businesses. While ridership has not fully returned to pre-pandemic levels, the City is optimistic based on recent ridership increases and anticipates a continued growth in ridership based on rebranding efforts, increased efficiencies and service reliability, and the free fare promotion with additional outreach and promotion of the benefits of using public transportation.

3.4 – Proposed Fare Structure Changes

The City proposed a modest increase in fixed route fares effective July 1, 2022. Additionally, the City currently does not receive any revenue from participating in the Go Pass service provide to Mount San Jacinto Community College. Efforts will be made to negotiate compensation, which may determine the City’s future participation in the program.

3.5 – Capital Planning

Rolling stock

In an effort to accomplish our SRTP goals, the City will strive to keep an efficient and reliable rolling stock. As part of this task, the replacement of buses is essential. The City ordered three new 32-foot EZ-Rider II CNG buses, one Dial-A-Ride cutaway as well as a fully electric paratransit van in March 2023 and received the buses in FY 2023/24. The City currently plans to replace four buses in FY 2024/2025, further described in Chapter 4.

Fixed route vehicles range from 1 year to 14 years in age (7 years average age) and Dial-A-Ride vehicles range from 1 year to 14 years in age (approximately 6 years average age).

CNG Fueling Station

The City currently owns and operates a Compressed Natural Gas (CNG) fueling facility used to fuel the City's CNG fleet. The facility is well beyond its useful life and is currently in the construction phase of the project. The project was awarded in September 2023 and construction kicked off in February of 2024 with an anticipated completion date of November 2025. The new station will have a public dispenser, which may provide an additional funding source for the City's transit service.

Building and Facilities

Investing in transit buildings and facility enhancements is critical for effective capital planning, particularly as the City moves towards more sustainable operations. The proposed future projects, including the purchase of a new gas detection system for transit bus bays, a hydraulic lift with tethered fall protection for the fleet building and additional power and facility upgrades are in line with both safety and regional environmental goals.

Communications and Information Technology Systems

Investing in communications and information technology systems is vital for effective capital planning, especially as we aim to enhance transit operations. The proposed future projects to upgrade and replace transit operations technology (printers, computers, monitors, etc.) and renew the onboard telematics systems on transit vehicles is essential from an improved efficiency, enhanced data collection and analytics, safety and security and customer experience perspective.

Short Range Transit Plan: FY 2025/2026 – FY 2029/2030

Table 3 Highlights

- City will order four new CNG buses in FY 2024/2025 or early FY 2025/2026
- A Comprehensive Operating and Capital Needs Analysis will be conducted to determine capital needs and service modifications (if necessary) to comply with the ZEB roll-out plan.
- CNG Station Rebuild will improve reliability and possibly provide the transit system with a revenue source.
- Upgrade existing bus stops and add bus shelters to highly used stops where a bus shelter currently does not exist.
- Continued participation in the three-year Free Fare program, scheduled to end in FY 2025/26
- Upgrade the transit operations technology
- Purchase of a gas detection system for transit bus bays
- Purchase of a hydraulic lift with tethered fall protection for the fleet building
- Purchase electric vehicle charging equipment and three electric vehicles (one to pilot on Dial-a-Ride and two support vehicles) through CARB's Advanced Technology Pilot Program
- Power and facility upgrades will take place once the master planning analysis is completed in an effort to kick-off the City's first stage of transitioning to zero-emissions.

Chapter 4: Financial Planning

4.1 – Operating and Capital Budget

For FY2025/2026, operating funds needed to operate the Banning Transit System are $3,113,000 for the Fixed Route and DAR. This is a 15% increase when compared to last year due to an increase in staff (one full-time dispatcher and one part-timer), increased risk management costs, interfund expenses and transfers to Fleet due to the increase in time spent on transit vehicles operating beyond their useful life as well as an increase in pension expenses. Associated operating funds consist of $2,749,700, in local transportation funds (LTF), other local revenue $171,780, State of Good Repair (SGR) funds of $70,000, LCTOP funds of $118,773, and a projected farebox revenue of $22,747. See **Table 4** for more details.

A request in the amount of $2,015,000 of State Transit Assistance (STA) funds is included in this SRTP to fund various capital improvement projects to include:

- $350,000 to purchase electric support vehicles and one vehicle to be piloted on Dial-A-Ride through CARB"S Advanced Technology Pilot Program. Half of these funds will be reimbursed back to RCTC post-purchase
- $647,892 for the SoCalBetterment Project (moved funds from Project 24-01)
- $30,000 for the renewal of the transit onboard telematics system (moved funds from Project 23-04)
- $15,000 to upgrade transit staff computers and dispatching equipment
- $850,000 for a Gas Detection System for Transit Bus Bays
- $800,000 for a Hydraulic Lift with Tethered Fall Protection to work on transit vehicles

BANNING CONNECT
TRANSIT SYSTEM

RCTC RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 4.0 - Summary of Funding Requests - FY 2025/26

City of Banning

Original

Operating

Project	Total Amount of Funds	FARE	LCTOP PUC99313	LCTOP PUC99314	LTF	OTHR LCL	OTHR ST [1]	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314			
Operating Assistance - Prev. Maint.	$70,000							$67,477	$2,523							
Operating Assistance (BUS) (FY 2025/26)	$2,780,000	$16,747	$103,147	$15,626	$2,490,080	$154,400										
Operating Assistance (DAR) (FY 2025/26)	$283,000	$6,000			$259,620	$17,380										
Sub-total Operating	$3,133,000	$22,747	$103,147	$15,626	$2,749,700	$171,780	$0	$67,477	$2,523	$0	$0	$0	$0			

Capital

Project	Total Amount of Funds	FARE	LCTOP PUC99313	LCTOP PUC99314	LTF	OTHR LCL	OTHR ST [1]	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314			
Bus Replacement B - 24-01	$-647,892										$-647,892	$0				
Electric Vehicle Replacements - 26-04	$350,000						$175,000					$175,000				
Gas Detection System for Transit Bus Bays - 26-02	$850,000											$835,453	$14,547			
Hydraulic Lift with Tethered Fall Protection - 26-03	$800,000											$800,000				
Paratransit Scheduling Software - 23-04	$-30,000										$-30,000					
SoCalGas Betterment Project - 26-06	$647,892										$647,892					
Transit Office Technology Upgrades - 26-01	$15,000											$15,000				
Transit Vehicles GPS System - 26-05	$30,000										$30,000					
Sub-total Capital	$2,015,000	$0	$0	$0	$0	$0	$175,000	$0	$0	$0	$0	$1,825,453	$14,547			
Total Operating & Capital	$5,148,000	$22,747	$103,147	$15,626	$2,749,700	$171,780	$175,000	$67,477	$2,523	$0	$0	$1,825,453	$14,547			

FY 2025/26 Projected Funding Details

FARE	$22,747	
LCTOP PUC99313	$103,147	
LCTOP PUC99314	$15,626	
LTF	$2,749,700	
OTHR LCL	$171,780	
SGR PUC99313	$67,477	
SGR PUC99314	$2,523	
Total Estimated Operating Funding Request	$3,133,000	
OTHR ST	$175,000	[1] This grant is for the Advanced Technology Pilot Program
SGR-OB PUC99313	$0	
STA - OB	$0	
STA PUC99313	$1,825,453	
STA PUC99314	$14,547	
Total Estimated Capital Funding Request	$2,015,000	
Total Funding Request	**$5,148,000**	

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-01

FTIP No: Not Assigned - New Project

Project Name: Transit Office Technology Upgrades

Category: Buildings and Facilities

Sub-Category: Upgrade

Fuel Type: N/A

Project Description: Replacing outdated computer equipment in the transit department to include 4 computers and 6 monitors.

Project Justification: Computer equipment in dispatch/supervisor/manager office is beyond its useful life and has not been upgraded in over 8 years. These computers are not able to access certain features required for operations and need to be upgraded.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2025/26	$15,000
Total		$15,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-02

FTIP No: Not Assigned - New Project

Project Name: Gas Detection System for Transit Bus Bays

Category: Buildings and Facilities

Sub-Category: Systems

Fuel Type: N/A

Project Description: The City plans to add a methane detection system for the maintenance facility bus bays

Project Justification: For safety, environmental , and regulatory purposes, there is a critical need to update the maintenance facility to include a gas detection system.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2025/26	$835,453
STA PUC99314	FY 2025/26	$14,547
Total		$850,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-03

FTIP No: Not Assigned - New Project

Project Name: Hydraulic Lift with Tethered Fall Protection

Category: Maintenance

Sub-Category: Upgrade

Fuel Type: N/A

Project Description: Hydraulic Lift with Tethered Fall Protection

Project Justification: A hydraulic lift with tethered fall protection is needed to enhance maintenance and transit operations while safeguarding mechanic's safety.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2025/26	$800,000
Total		$800,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-04

FTIP No: Not Assigned - New Project

Project Name: Electric Vehicle Replacements

Category: Support Vehicles

Sub-Category: Replacement

Fuel Type: Electric

Project Description: Replacement for two gas trucks for stops, zones and standby. This project also includes a replacement of one unleaded DAR van.

Project Justification: Vehicle has reached useful life and cost-benefit for maintenance

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
OTHR ST	FY 2025/26	$175,000
STA PUC99313	FY 2025/26	$175,000
Total		$350,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-05

FTIP No: Not Assigned - New Project

Project Name: Transit Vehicles GPS System

Category: Communication and ITS

Sub-Category: Systems

Fuel Type: N/A

Project Description: Transit vehicles are currently equipped with onboard GPS, sensors, and on-board diagnostics to monitor vehicle activity. The contract for these services and equipment expires next fiscal year.

Project Justification: Banning Connect's bus telematics contract expires in FY 2025/26 and will need to be either renewed or formally bid.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA - OB	FY 2025/26	$30,000
Total		$30,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-06

FTIP No: Not Assigned - New Project

Project Name: SoCalGas Betterment Project

Category: Buildings and Facilities

Sub-Category: Extension

Fuel Type: CNG

Project Description: The completion of the CNG rehabilitation project requires pipeline to be extended from the street to the meter, and the meter to the new meter for a project cost of $603,392.46. A contract revision to the AED Energy Services contract in the amount of $44,500 is also warranted due to this project.

Project Justification: The Betterment project for the new meter set is required by SoCalGas before the CNG rehabilitation project can be completed.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA - OB	FY 2025/26	$647,892
Total		$647,892

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

CITY OF BANNING
SHORT RANGE TRANSIT PLAN
FY2024/2025 - FY2026/2027

Table 4B Fare Revenue Calculation

(consistent with RCTC Commission Farebox Recovery Policy 03/12/2008)

#	Revenue Sources included in Farebox Calculation	Actuals from FY2022/23 Audit	FY2023/24 Estimated	FY2024/25 Plan
1	Fare Revenue	52,344	75,312	9,081
2	Other Income - Contributions/Transfers In	205,597	0	
3	Interest	9,758	500	
4	LCTOP	28,522	50,000	75,000
5	General Fund/Other Local Revenue Sources	16,481	80,000	187,126
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
	Total Revenue (1-15)	**$312,702**	**$205,812**	**$271,207**
	Total Operating Expense	**$2,292,119**	**$2,039,400**	**$2,712,667**
	Farebox Recovery Ratio	**13.64%**	**10.09%**	**10.00%**

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4.2 – Funding Plans to Support Proposed Operating and Capital Program

The City is projecting a 3% increase in operating costs per year over the next two years. Tables 4.0 – 4.4 listed below show the upcoming future operating and capital expenditures over the next two years.

BANNING CONNECT
TRANSIT SYSTEM

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 4.0 - Summary of Funding Requests - FY 2026/27

City of Banning

Original

Operating

Project	Total Amount of Funds	LTF	STA PUC99313
Operating Assistance (BUS) (FY 2026/27)	$2,863,400	$2,863,400	
Operating Assistance (DAR) (FY 2026/27)	$291,490	$291,490	
Sub-total Operating	$3,154,890	$3,154,890	$0

Capital

Project	Total Amount of Funds	LTF	STA PUC99313
Bus Replacement B - 27-01	$1,250,000		$1,250,000
Bus Stop Improvements and Transit Advertising - 27-03	$200,000		$200,000
Maintenance and Operations Facility Improvements - 27-02	$575,000		$575,000
Sub-total Capital	$2,025,000	$0	$2,025,000
Total Operating & Capital	$5,179,890	$3,154,890	$2,025,000

FY 2026/27 Projected Funding Details

LTF	$3,154,890
Total Estimated Operating Funding Request	$3,154,890
STA PUC99313	$2,025,000
Total Estimated Capital Funding Request	$2,025,000
Total Funding Request	**$5,179,890**

BANNING CONNECT
TRANSIT SYSTEM

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 4.0 - Summary of Funding Requests - FY 2027/28

City of Banning

Original

Operating

Project	Total Amount of Funds	LTF	STA PUC99313													
Operating Assistance (BUS) (FY 2027/28)	$2,949,302	$2,949,302														
Operating Assistance (DAR) (FY 2027/28)	$300,235	$300,235														
Sub-total Operating	$3,249,537	$3,249,537	$0													

Capital

Project	Total Amount of Funds	LTF	STA PUC99313													
Bus Replacement C - 28-01	$1,250,000		$1,250,000													
Sub-total Capital	$1,250,000	$0	$1,250,000													
Total Operating & Capital	$4,499,537	$3,249,537	$1,250,000													

FY 2027/28 Projected Funding Details

LTF	$3,249,537
Total Estimated Operating Funding Request	$3,249,537
STA PUC99313	$1,250,000
Total Estimated Capital Funding Request	$1,250,000
Total Funding Request	**$4,499,537**

4.3 – Regulatory and Compliance Requirements

ADA

The City of Banning submitted an Americans with Disabilities Act Paratransit Plan to the FTA on January 26, 1992. Fixed route buses are equipped with ADA compliant mobility device lifts and are accessible to persons with disabilities. A procedure is in place to provide service to a customer in a mobility device should a fixed route bus lift fail.

Dial-A-Ride services provide ADA complementary paratransit service for the fixed route services operated by Banning Connect. The system uses a self-certification process with professional verification.

Title VI

Banning Connect does not utilize federal funds for operating expenses. As such, Title VI requirements do not currently apply to the transit system.

Alternatively Fueled Vehicles (RCTC Policy)

Fixed-route buses are CNG powered and currently fueled at a City owned and operated CNG fueling station. Dial-A-Ride vehicles (which are less than 33,000 lbs. GVW and 15-passenger capacity) are gasoline-powered while most administrative and driver relief vehicles are electric with a goal of support vehicles being fully electric in FY 2025/2026. The City is currently piloting a fully electric van on paratransit and plans to pilot another in the upcoming fiscal year.

Future vehicle purchases will be in compliance with the RCTC and South Coast Air Quality Management District (AQMD) policies regarding alternative fuel transit vehicles.

TDA Triennial Audit

California's Transportation Development Act (TDA) requires that a triennial performance audit be conducted of public transit entities that receive TDA revenues. The performance audit serves to ensure accountability in the use of public transportation revenue.

The most recent TDA was completed in FY 2025/2026 (Y2022 – 2024).

City of Banning
SHORT RANGE TRANSIT PLAN
FY2025/2026 - FY2027/2028

Table 4.5 TDA Triennial

Audit Recommendations	Action Taken and Results
Ensure timely completion and submittal of external TDA financial reports.	The City will be implementing a new ERP system to replace the existing ERP system that is over 20 years old. The new ERP system will automate all journal entry workflows (review and approval) going forward. The City also plans to implement a contract for year-end close to assist with the process, document procedures, and help automate our financial statement preparation.
Consider commissioning the development of a Comprehensive Operational Analysis.	A COA is planned for FY 2025/2026.
Consider the development of an advertising program and other local funds to support farebox recovery.	The City's first Transit Advertising Program was approved by Council March 2023. The CNG Station project was awarded in September of 2023 and the project is near completion
Maintain efforts to hire and retain a transit manager.	Transit Manager was hired July 2022.

City of Banning
SHORT RANGE TRANSIT PLAN
FY2025/2026 - FY2029/2030

Table 4.6 Open Projects Prior to FY2025/2026

Project Name	SRTP Capital Project No's	Project Element	Funding Category	Beg to End - Project Timeline	Total Project Cost	Programmed Funds (not including current FY)	FY26 Programmed Funds	Unfunded Balance as of current FY
Bus Replacement	21-01, 23-01, 24-01, 25-01	1	1	FY21-FY25	4,701,853	4,701,853	0	0
CNG Rehabilitation	22-01, 23-02, 24-03	4	1	FY22-FY26	4,050,000	4,050,000	0	0
Bus Stop Improvements and Transit Advertising	23-03, 24-04	6	1	FY23-FY26	200,000	200,000	0	0
Paratransit Scheduling Software	23-04	5	1	FY23 - FY26	30,000	30,000	0	0
Comprehensive Operating and Capital Needs Analysis	24-07	1`1	1	FY24-FY26	300,000	300,000	0	0
ZE Facility Upgrades & Infrastructure	25-04	3	1	FY25-FY26	65,000	65,000	0	0
Transit Bus Wrapping Program	24-05	6	1	FY25-FY27	100,000	100,000	0	0

LEGEND			
Project Elements			
1	Revenue Vehicle Purchases	7	Fixed Guideways and Tracks
2	Non-Revenue Vehicle Purchase	8	Debt Service
3	Vehicle Systems and Equipment	9	Maintenance
4	Building, Land and Facilities	10	Security
5	Communication and Information Tech Systems	11	Planning/Feasibility
6	Transit Shelters and Amenities		
Funding Category			
1	Fully Funded	2	Partially Funded

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 23-04

FTIP No: Not Assigned - New Project

Project Name: Paratransit Scheduling Software

Category: Communication and ITS

Sub-Category: Rehabilitation/Improvement

Fuel Type: N/A

Project Description: Purchase of paratransit scheduling software

Project Justification: The City currently does not have software to efficiently and accurately make and track Dial-a-Ride appointments. Scheduling software will benefit operations by reducing staff resources for these activities and benefit the customers by making the scheduling process easier and more readily available.

Project Schedule:

Start Date	Completion Date
January 2023	January 2024

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA - OB	FY 2025/26	-$30,000
Total		-$30,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description
		09-10	5.7.2025 MMM added
		09-10	
		23-04	

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 24-01

FTIP No: Not Assigned - New Project

Project Name: Bus Replacement B

Category: Bus

Sub-Category: Replacement

Fuel Type: Other

Project Description: 23-01 Replace three (3) buses and one (1) relief vehicle. 24-01 Replace one (1) bus and three (3) relief vehicles. 25-01 Replace four (4) buses. 27-01 Replace one (1) buses and one (1) relief vehicle. This includes CNG, Gas, and Electric Vehicles

Project Justification: Continue to replace fixed route and cutaway buses that are operating beyond their useful life along with support/relief vehicles for Transit Operations support.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA - OB	FY 2025/26	-$647,892
Total		-$647,892

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description
		23-01	
		24-01	
		25-01	

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-01

FTIP No: Not Assigned - New Project

Project Name: Transit Office Technology Upgrades

Category: Buildings and Facilities

Sub-Category: Upgrade

Fuel Type: N/A

Project Description: Replacing outdated computer equipment in the transit department to include 4 computers and 6 monitors.

Project Justification: Computer equipment in dispatch/supervisor/manager office is beyond its useful life and has not been upgraded in over 8 years. These computers are not able to access certain features required for operations and need to be upgraded.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2025/26	$15,000
Total		$15,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-02

FTIP No: Not Assigned - New Project

Project Name: Gas Detection System for Transit Bus Bays

Category: Buildings and Facilities

Sub-Category: Systems

Fuel Type: N/A

Project Description: The City plans to add a methane detection system for the maintenance facility bus bays

Project Justification: For safety, environmental , and regulatory purposes, there is a critical need to update the maintenance facility to include a gas detection system.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2025/26	$835,453
STA PUC99314	FY 2025/26	$14,547
Total		$850,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Project Number: 26-03

FTIP No: Not Assigned - New Project

Project Name: Hydraulic Lift with Tethered Fall Protection

Category: Maintenance

Sub-Category: Upgrade

Fuel Type: N/A

Project Description: Hydraulic Lift with Tethered Fall Protection

Project Justification: A hydraulic lift with tethered fall protection is needed to enhance maintenance and transit operations while safeguarding mechanic's safety.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2025/26	$800,000
Total		$800,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-04

FTIP No: Not Assigned - New Project

Project Name: Electric Vehicle Replacements

Category: Support Vehicles

Sub-Category: Replacement

Fuel Type: Electric

Project Description: Replacement for two gas trucks for stops, zones and standby. This project also includes a replacement of one unleaded DAR van.

Project Justification: Vehicle has reached useful life and cost-benefit for maintenance

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
OTHR ST	FY 2025/26	$175,000
STA PUC99313	FY 2025/26	$175,000
Total		$350,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Project Number: 26-05

FTIP No: Not Assigned - New Project

Project Name: Transit Vehicles GPS System

Category: Communication and ITS

Sub-Category: Systems

Fuel Type: N/A

Project Description: Transit vehicles are currently equipped with onboard GPS, sensors, and on-board diagnostics to monitor vehicle activity. The contract for these services and equipment expires next fiscal year.

Project Justification: Banning Connect's bus telematics contract expires in FY 2025/26 and will need to be either renewed or formally bid.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA - OB	FY 2025/26	$30,000
Total		$30,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

FY 2025/26 SRTP

City of Banning

Table 4.0 A - Capital Project Justification

Original

Project Number: 26-06

FTIP No: Not Assigned - New Project

Project Name: SoCalGas Betterment Project

Category: Buildings and Facilities

Sub-Category: Extension

Fuel Type: CNG

Project Description: The completion of the CNG rehabilitation project requires pipeline to be extended from the street to the meter, and the meter to the new meter for a project cost of $603,392.46. A contract revision to the AED Energy Services contract in the amount of $44,500 is also warranted due to this project.

Project Justification: The Betterment project for the new meter set is required by SoCalGas before the CNG rehabilitation project can be completed.

Project Schedule:

Start Date	Completion Date

PROJECT FUNDING SOURCES:

Fund Type	Fiscal Year	Amount
STA - OB	FY 2025/26	$647,892
Total		$647,892

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Table 4.0 - Summary of Funding Requests - FY 2025/26

City of Banning

Original

Operating

Project	Total Amount of Funds	FARE	LCTOP PUC99313	LCTOP PUC99314	LTF	OTHR LCL	OTHR ST [1]	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314			
Operating Assistance - Prev. Maint.	$70,000							$67,477	$2,523							
Operating Assistance (BUS) (FY 2025/26)	$2,780,000	$16,747	$103,147	$15,626	$2,490,080	$154,400										
Operating Assistance (DAR) (FY 2025/26)	$283,000	$6,000			$259,620	$17,380										
Sub-total Operating	$3,133,000	$22,747	$103,147	$15,626	$2,749,700	$171,780	$0	$67,477	$2,523	$0	$0	$0	$0			

Capital

Project	Total Amount of Funds	FARE	LCTOP PUC99313	LCTOP PUC99314	LTF	OTHR LCL	OTHR ST [1]	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314			
Bus Replacement B - 24-01	$-647,892										$-647,892	$0				
Electric Vehicle Replacements - 26-04	$350,000						$175,000					$175,000				
Gas Detection System for Transit Bus Bays - 26-02	$850,000											$835,453	$14,547			
Hydraulic Lift with Tethered Fall Protection - 26-03	$800,000											$800,000				
Paratransit Scheduling Software - 23-04	$-30,000										$-30,000					
SoCalGas Betterment Project - 26-06	$647,892										$647,892					
Transit Office Technology Upgrades - 26-01	$15,000											$15,000				
Transit Vehicles GPS System - 26-05	$30,000										$30,000					
Sub-total Capital	$2,015,000	$0	$0	$0	$0	$0	$175,000	$0	$0	$0	$0	$1,825,453	$14,547			
Total Operating & Capital	$5,148,000	$22,747	$103,147	$15,626	$2,749,700	$171,780	$175,000	$67,477	$2,523	$0	$0	$1,825,453	$14,547			

FY 2025/26 Projected Funding Details

FARE	$22,747	
LCTOP PUC99313	$103,147	
LCTOP PUC99314	$15,626	
LTF	$2,749,700	
OTHR LCL	$171,780	
SGR PUC99313	$67,477	
SGR PUC99314	$2,523	
Total Estimated Operating Funding Request	$3,133,000	
OTHR ST	$175,000	[1] This grant is for the Advanced Technology Pilot Program
SGR-OB PUC99313	$0	
STA - OB	$0	
STA PUC99313	$1,825,453	
STA PUC99314	$14,547	
Total Estimated Capital Funding Request	$2,015,000	
Total Funding Request	**$5,148,000**	

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:	**October 28, 2025**
SUBJECT:	**Discussion of Options and Obtain Direction regarding Citywide Landscape Maintenance Contracts**

RECOMMENDATION:

As requested by the City Council, discuss the three (3) different landscape maintenance contracts within the City with City Council and obtain direction on several options

BACKGROUND:

There are currently three (3) landscape maintenance contracts within the City and all three (3) have been awarded to Mariposa Landscape, Inc. ("Mariposa"). Each contract has its own Scope of Work and end date.

LMD No. 1

LMD No. 1 in the City of Banning was established through the adoption of Resolution 1990-59 on August 14, 1990 (9 tracts), with another development, Tract No. 22913, being annexed into the District in 1992. An additional five tracts and three tentative tracts were annexed into LMD No. 1 (Annexation No. 1) when the City Council approved Resolution 2005-36 on May 10, 2005. Annexation No. 2, adding Tract No. 32370, occurred on November 14, 2023 when the City Council approved Resolution No. 2023-177. There are currently eleven (11) Zones and 1,034 assessment units (i.e. properties) in LMD No. 1. A map displaying the District and its' Zones is shown as Attachment 1.

LMD No. 1 provides a mechanism for the operation and maintenance of landscape medians and parkways, perimeter strips, landscaped hillsides with high visibility, side slopes adjacent to sidewalks and retention basins annexed into it. LMD No. 1 funds expenses (e.g. utility costs, landscape maintenance contractor, etc.) by revenues collected from the special benefit assessments paid for by each property owner within LMD No. 1. The District, by these special benefit assessments, provides funding for the operation and maintenance of certain landscape areas within the City of Banning, all of which were constructed as part of private development projects and many of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value.

Zones 1-5 of LMD No. 1 did not include a Consumer Price Index (CPI) increase or escalator to the yearly amounts paid by each homeowner. A maximum 5% CPI escalator was introduced for Zones 6-11. This has left most of those tracts operating in a deficit each year as revenues do not pay for rising costs in utilities and the landscape contractor services. Consequently, most of the landscaping is minimal in the Zones with deficits. Currently, the aesthetics of the District do not meet the community's expectations.

The Scope of Work includes landscape maintenance of LMD No. 1 which is comprised of eleven (11) Zones and includes turf management; plant and shrub maintenance; tree care and pruning; fertilization; an environmental weed and pest control program; and irrigation testing and adjustments. Zones that operate at a deficit receive maintenance in less frequent intervals than Zones that have adequate funds. Plant replacement and irrigation repairs are an extra cost for all three (3) Citywide landscape maintenance contracts.

The current contractor used for performing landscape maintenance services for LMD No. 1 is Mariposa Landscaping Inc. with an annual contract amount of $5,416.84/month ($65,002.08/year). Additional "as needed" work is comprised of plants, shrubs, flowers, irrigation materials and installation equaling a "not to exceed" amount of $25,000, bringing the total contract amount to $90,002.80. The maximum five (5) single year contract term end date is June 30, 2029.

City Properties

There is a City Properties landscape maintenance contract for landscaped areas within City owned properties and within some areas of public right of way. The scope of work for landscape maintenance services in this contract includes turf management; shrub bed maintenance; tree care and pruning; fertilization; an environmental weed and pest control program; and irrigation testing and adjustments for the City properties listed below:

- Banning City Hall (99 East Ramsey Street) landscaping around building and parking lot
- Banning Police Station (125 East Ramsey Street)
- Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)
- Fire Station Building (5261 W. Wilson Street)
- Former Armory National Guard Property (2041 W. Nicolet Street)
- Brinton Reservoir (1700 N. Mountain Avenue)
- Sunset Reservoir (1202 N. Sunset Avenue)
- San Gorgonio Parking Lot
- Fire Station 89 (172 N. Murray Street)
- Fire Administration Building (3900 W. Wilson Street)
- East Ramsey Street Medians (West and East of N. Hathaway Street)
- Highland Spring Avenue Underpass
- Ramsey Street Medians from Highland Springs Avenue to Highland Home Road
- Ramsey Street Medians from Highland Home Road to Sunset Avenue

The current landscape contractor used for performing landscape maintenance services for City properties is also Mariposa, with an annual contract amount of $13,651.67/month ($163,820/year). Additional "as needed" work is comprised of plant materials, irrigation materials and installation equaling a "not to exceed" amount of $7,500 bringing the total contract amount to $171,320. The maximum five (5) single year contract term end date is June 30, 2027.

City Parks and Recreational Properties

There is a City parks and recreational facilities landscape maintenance contract for landscaped areas within City owned properties. The scope of work for landscape maintenance services in this contract includes turf management; shrub bed maintenance; tree care and pruning; fertilization; an environmental weed and pest control program; and irrigation testing and adjustments to ensure the irrigation is working properly for the following properties:

- Dysart Equestrian Park (2102 Victory Ave.)
- Lion's Park (855 South Hargrave St.)
- Repplier Park (201 West George St.)
- Roosevelt Williams Park (1101 East George St.)

- Sylvan Park (2798 West George St.)
- Community Center and Senior Center (769 and 789 San Gorgonio Ave.)
- Aquatic Center (749 San Gorgonio Ave.)
- Repplier Park and the Community Center parkway (749, 769 and 789 San Gorgonio Ave.)
- Richard Sanchez Park and Trail (3758 Cypress Ave.)

The current landscape contractor used for performing landscape maintenance services for City parks and recreational properties is also Mariposa, with an annual contract amount of $12,674.08/month ($152,088.06/year). Additional “as needed” work is comprised of plants, shrubs, flowers, irrigation materials and installation equaling a “not to exceed” amount of $15,208, bringing the total contract amount to $167,296.96. The maximum five (5) single year contract term end date is June 30, 2026. Therefore, a Request for Proposal (RFP) for this Parks and Recreation facilities landscape maintenance contract will have to be prepared by the end of 2025.

JUSTIFICATION:

The City Council requested that staff research the costs of the three (3) existing landscape maintenance contracts currently performed by Mariposa and provide several options to consider cost saving measures.

Therefore, staff is seeking direction from the City Council on how to proceed.

FISCAL IMPACT:

The cost of all three landscape contracts, in which Mariposa is providing services, without extra “as needed” services combined is $31,742.59/month ($380,911.04/year). Mariposa stated that this translates to a total 8,401 labor hours. They use a two-man crew for the LMD (one foreman and one laborer) and a three-man crew (one foreman and two laborers) for the other two contracts. It is important to note that Mariposa provides an all-inclusive price; equipment (including maintenance and repairs) and materials are included in their contract prices, as is a skilled bench of workers. The purchase and installation of plants, shrubs, ground cover, and irrigation parts are an extra cost.

Below is a summary of Mariposa costs per City contract, without the “as needed” additional work:

Avg. Hourly Rate	LMD No. 1	Parks and Rec	City Facilities
	$30.62	$48.45	$52.19

NOTE: MARIPOSA COSTS INCLUDES EQUIPMENT AND MATERIALS

Using City Public Works Department staff the current total annual cost for four (4) Landscape Maintenance workers and one Supervisor at 33% of his time, is $520,735 for a year (fully burdened) which is above the $380,911/year that Mariposa spends on the three (3) landscape contracts, without the “as needed” extra costs; $428,619 with the “as needed” costs. City fringe benefits are comprised of: PERS retirement, cafeteria plan allowances, FICA and Medicare taxes, Workmans Compensation insurance, annual, holiday and sick leave time, and boot allowances. About 55% of the hourly costs with benefits are solely for the salary, the remaining 45% are the costs of fringe benefits.

CITY STAFF COSTS (to equal landscape vendor annual hours)

POSITION	HOURLY COST (FULLY BURDONED)	ANNUAL COST
Landscape Maintenance Worker II (avg. for I/II/III laddered positions)	$55.41	$115,252,80
Supervisor	$86.14	$59,723.73

If the average hourly cost of a City Street Maintenance Worker II (which is similar to Landscape

Maintenance Worker II) was used, with 1/3 time for a supervisor, for the 8,401 labor hours Mariposa spends on the three (3) landscape contracts, the cost to the City would be $520,735.

Combining the existing three (3) landscape maintenance contracts into one Citywide contract may save funds due to the economies of scale. Additionally, having one large contract may increase competition from more landscape maintenance firms. However, it may increase the LMD No. 1 contract or reduce its level of service even more, since its' average hourly rate is far below the other two contracts. Bringing the landscape maintenance contract work to City staff in house would be costly, estimated to cost the City $520,735 in labor costs and $50,000 to $100,000 for initial capital costs to purchase equipment.

Additionally, there are some costs, such as Human Resources, that will increase with several additional employees through the City's cost allocation plan.

ALTERNATIVES:

The City Council requested that Engineering Division staff analyze the possibility of combining all three (3) Citywide landscape maintenance contracts into one contract to determine if economies of scale would yield cost savings. Additionally, the possibility of utilizing Landscape Maintenance staff members was also analyzed.

The City Council can consider several options and then provide direction(s) to City staff as listed below.

Option 1

Combine all three (3) landscape maintenance contracts into one Citywide landscape maintenance contract and prepare a RFP. Analyze the Bid Schedule results for each contract to determine if there are cost savings. Based on current service levels, the City would receive the equivalent of 4 FTE's for labor in landscape maintenance. This presents opportunities to include economies of scale but may reduce service in the LMD given the significantly lower hourly rate associated with that contract.

Option 2

Combine the two (2) City properties and facilities landscape maintenance contracts and leave the LMD No. 1 contract separate. This action would introduce economies of scale on the Parks and City Facilities contracts. The LMD would continue in its current declining state over time to have services reflect income.

Option 3

Maintain status quo. Keep the three (3) landscape maintenance contracts separate.

Option 4

Revisit previous LMD recommendations to move certain improvements from the LMD to City Facilities. This could include areas where council determines there is significant public benefit, such as parkways and medians on major roadways (Wilson, Hathaway, Highland Home). These facilities would become an additional general fund expense on the City Facilities contract, but bring areas up to a level of service that meets the community expectations. This was previously discussed with City Council on February 11, 2025 and the staff report is shown as Attachment No. 2. In concert with this action, Options 1, 2, and 3 can still be considered for potential savings with economies of scale.

Option 5

Bring the work in house and have the Parks/Public Works Departments staff perform the landscape work on one, two or three of the landscape maintenance contracts. This action would require the hiring of

additional City staff, likely a minimum of 4 new FTE's to provide an equal amount of time as the contractor provides. Challenges here include temporary staffing challenges and reduction in level of services when there are vacancies, scheduled time off, or unplanned leaves where staff cannot be quickly replaced. Under a contract scenario, the vendor is expected to provide employees throughout those times.

BUDGETED?:

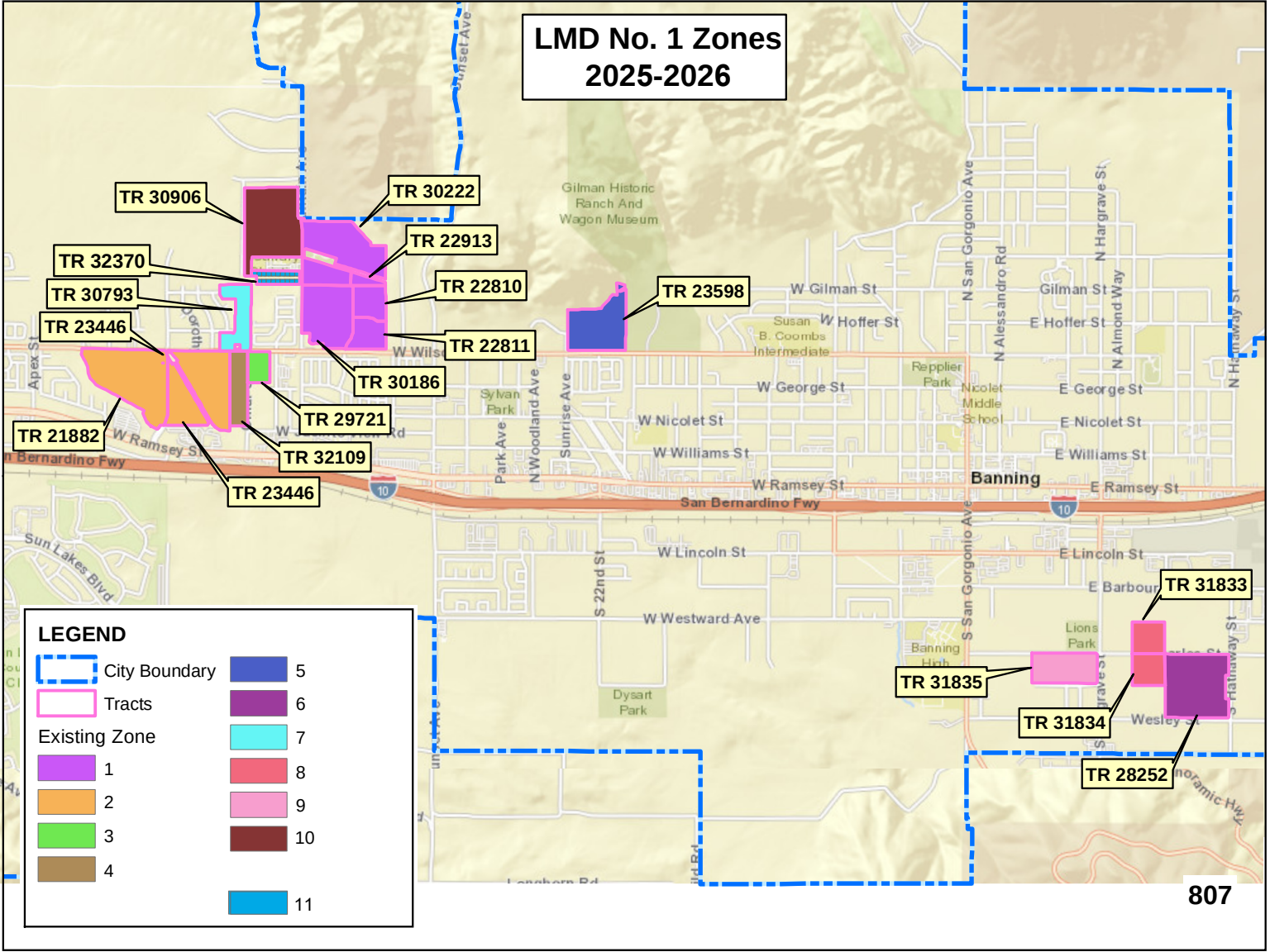
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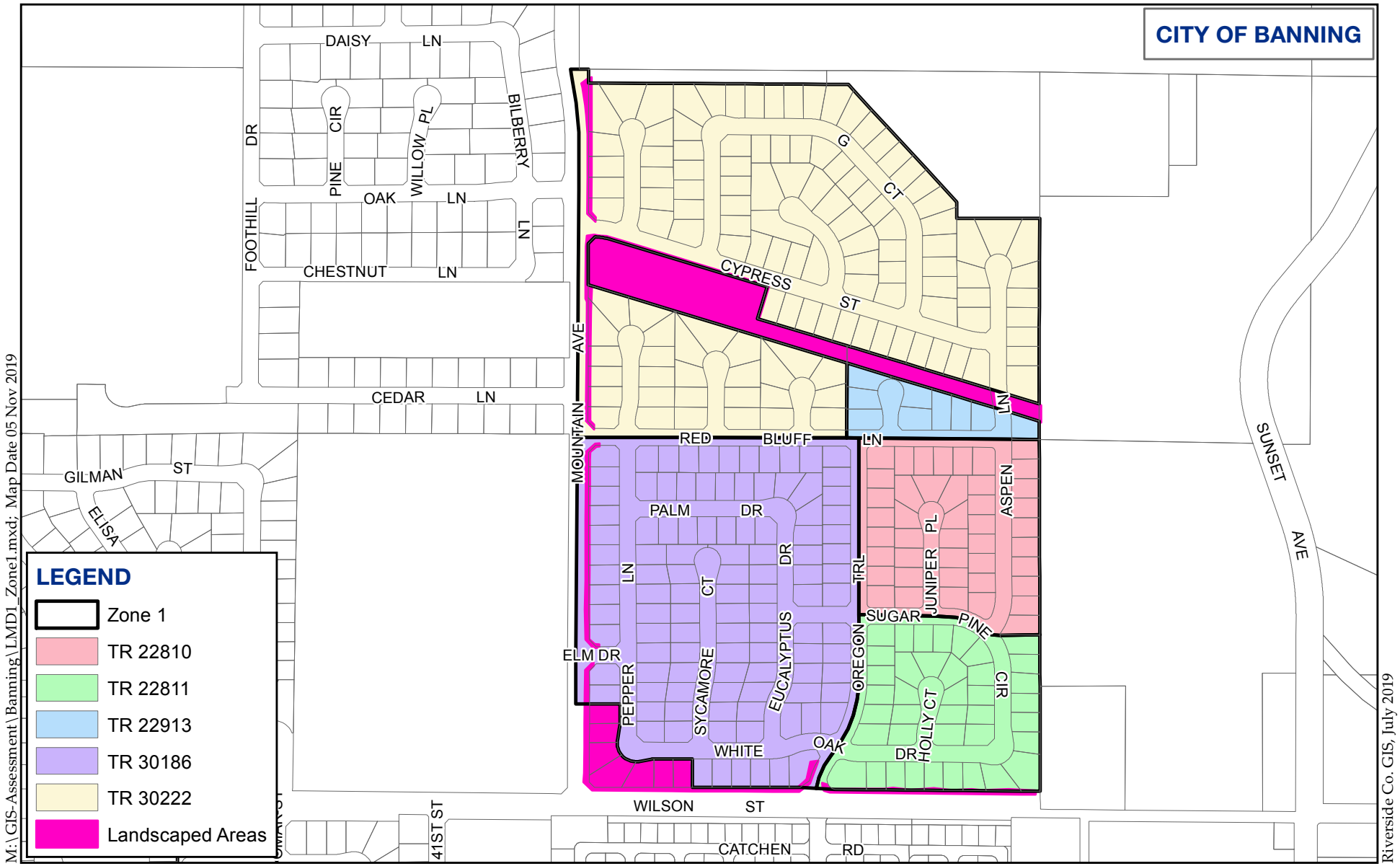
CONTRACT/AGREEMENT:

No

ATTACHMENTS:

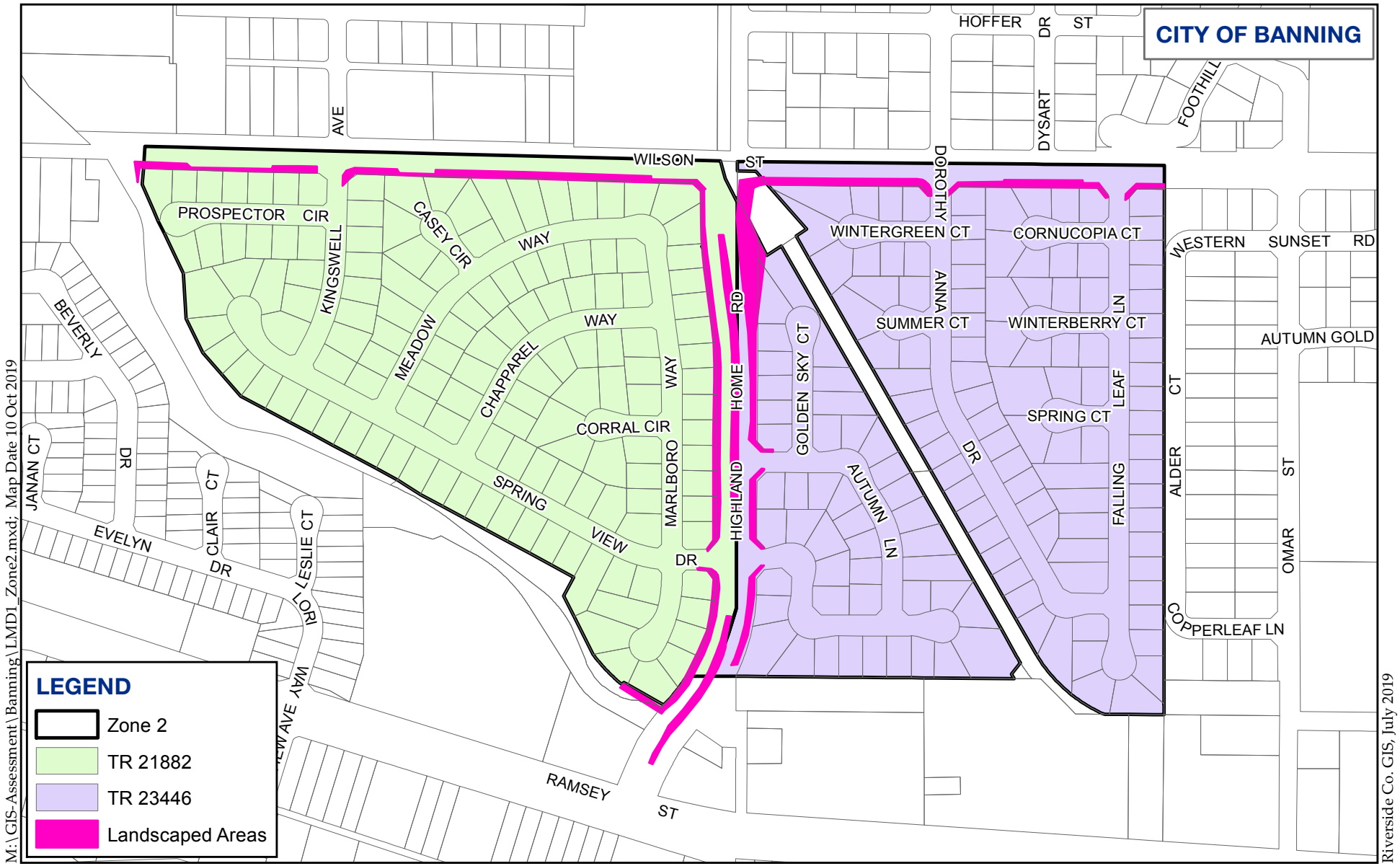
1. LMD No. 1 Map of Zones 1 thru 11 Combined.pdf
2. SR - LMD Discuss Options, 2.11.2025.pdf
3. Amend No.1 to LMD No.1 Contract with SOW.pdf
4. Amendment No.6 to City Properties.pdf
5. City Parks and Facilities original Scope of Work from 2021 RFP.pdf
6. Amend No. 4 to City Parks and Facilities Contract with SOW.pdf


LMD No. 1 Zones
2025-2026
TR 30906
TR 30222
TR 22913
TR 32370
TR 30793
TR 22810
TR 23446
TR 22811
TR 30186
TR 29721
TR 21882
TR 32109
TR 23446
TR 23598
TR 31833
TR 31835
TR 31834
TR 28252
LEGEND
City Boundary
Tracts
Existing Zone
1
2
3
4
5
6
7
8
9
10
11
Gilman Historic Ranch And Wagon Museum
W Gilman St
W Hoffer St
Susan B. Coombs Intermediate
W George St
W Nicolet St
W Williams St
W Ramsey St
W Lincoln St
W Westward Ave
Sylvan Park
Park Ave
N Woodland Ave
Sunrise Ave
Apex St
Sun Lakes Blvd
W Ramsey St
San Bernardino Fwy
Banning
N San Gorgonio Ave
N Alessandro Rd
N Hargrave St
N Almond Way
Gilman St
E Hoffer St
Repplier Park
Nicolet Middle School
E George St
E Nicolet St
E Williams St
E Ramsey St
E Lincoln St
E Barbour
S 22nd St
S San Gorgonio Ave
Lions Park
Banning High
Dysart Park
Wesley St
807



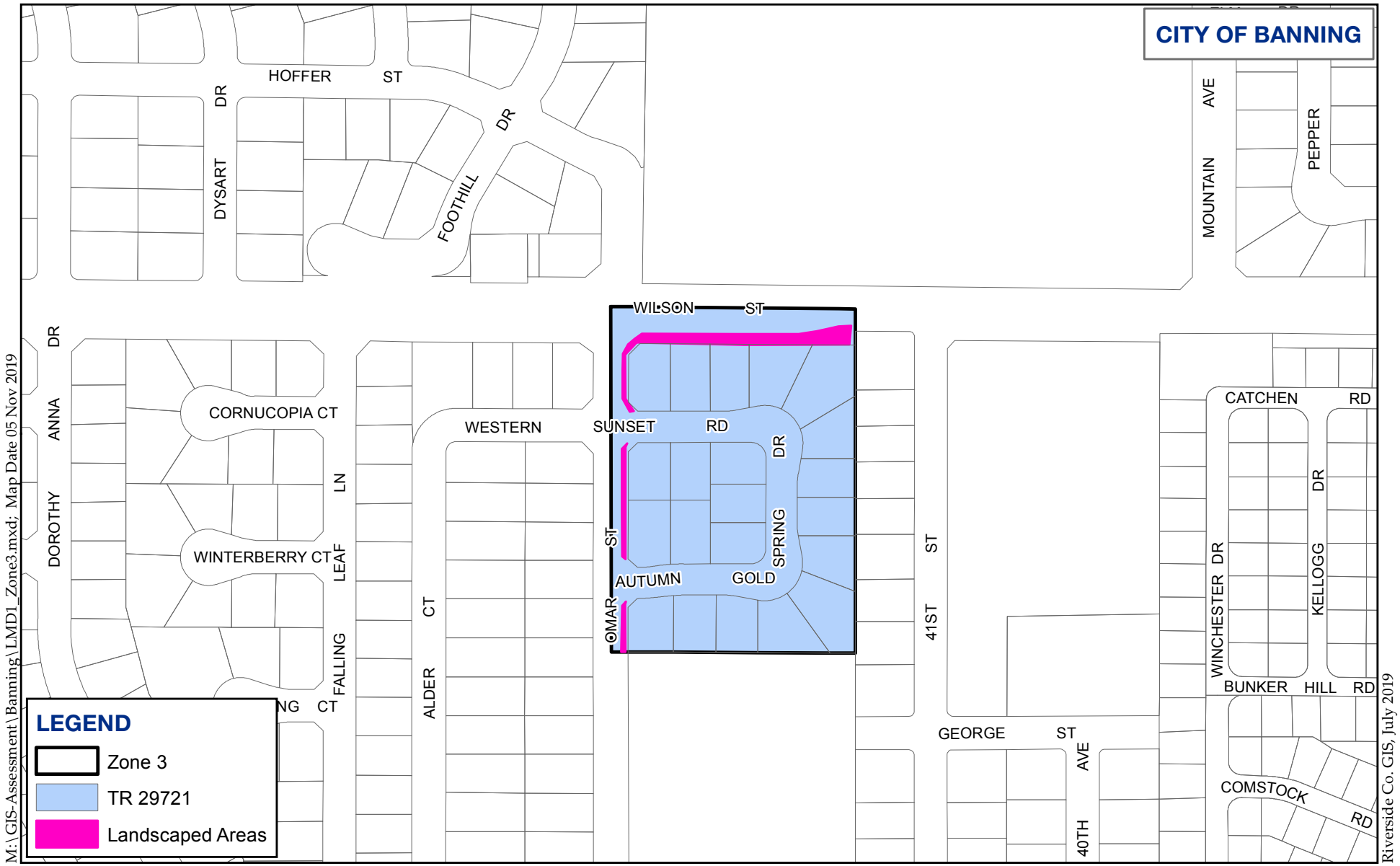
Landscape Maintenance Areas
LMD 1 Proposed Zone 1

ALBERT A. WEBB ASSOCIATES



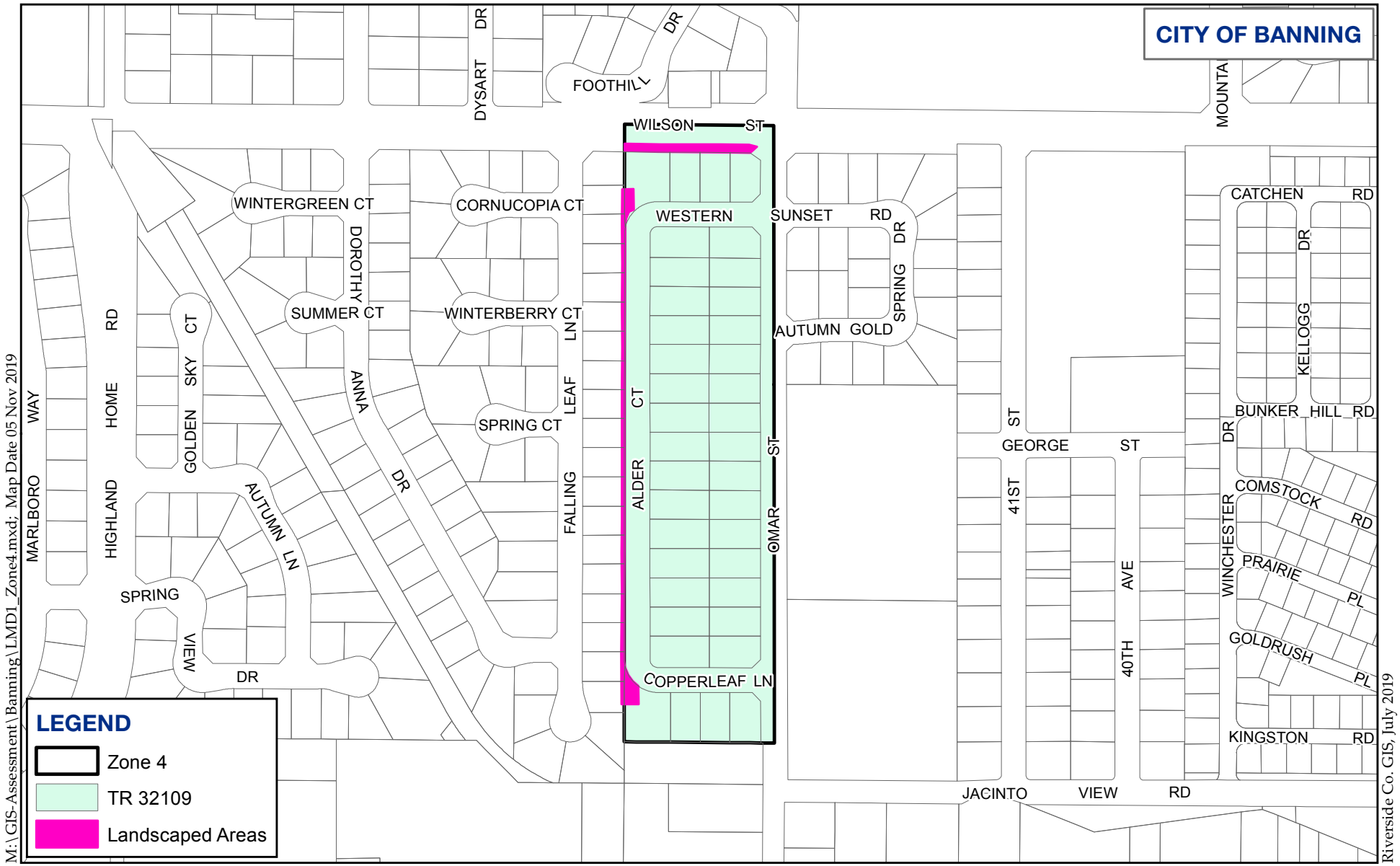
Landscape Maintenance Areas
LMD1 Proposed Zone 2

ALBERT A. WEBB ASSOCIATES



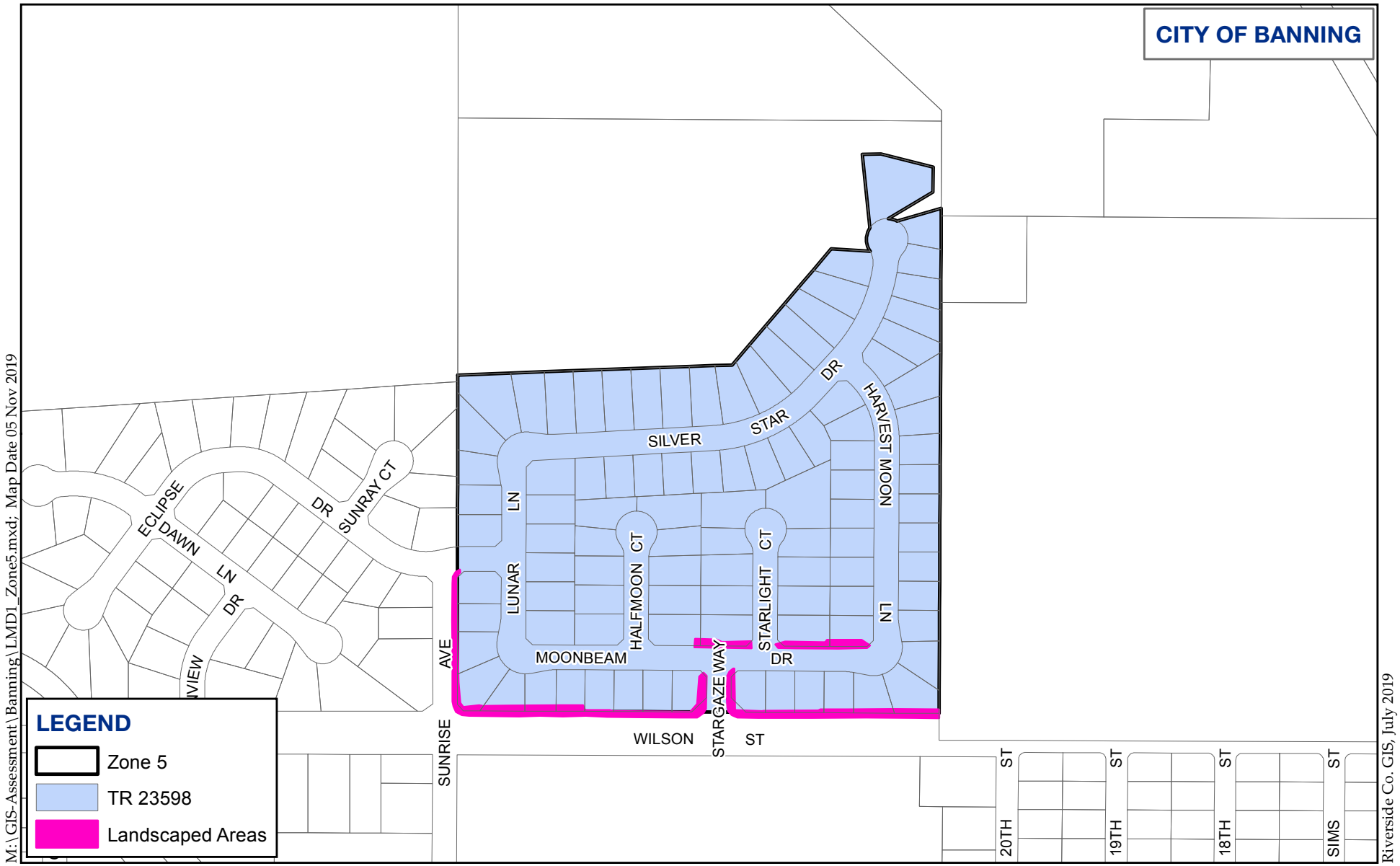
Landscape Maintenance Areas
LMD1 Proposed Zone 3

ALBERT A. WEBB ASSOCIATES



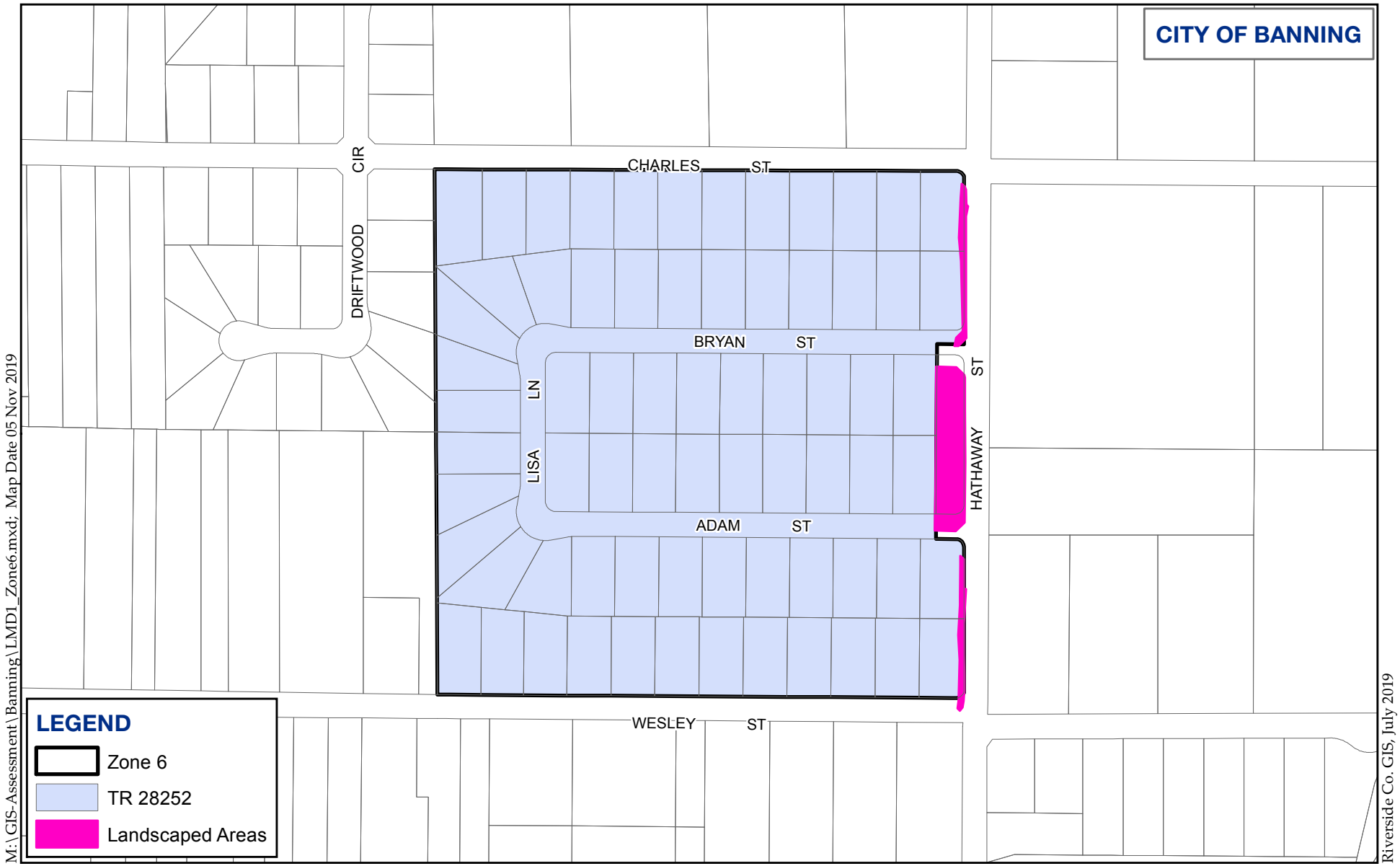
Landscape Maintenance Areas
LMD1 Proposed Zone 4

ALBERT A. WEBB ASSOCIATES



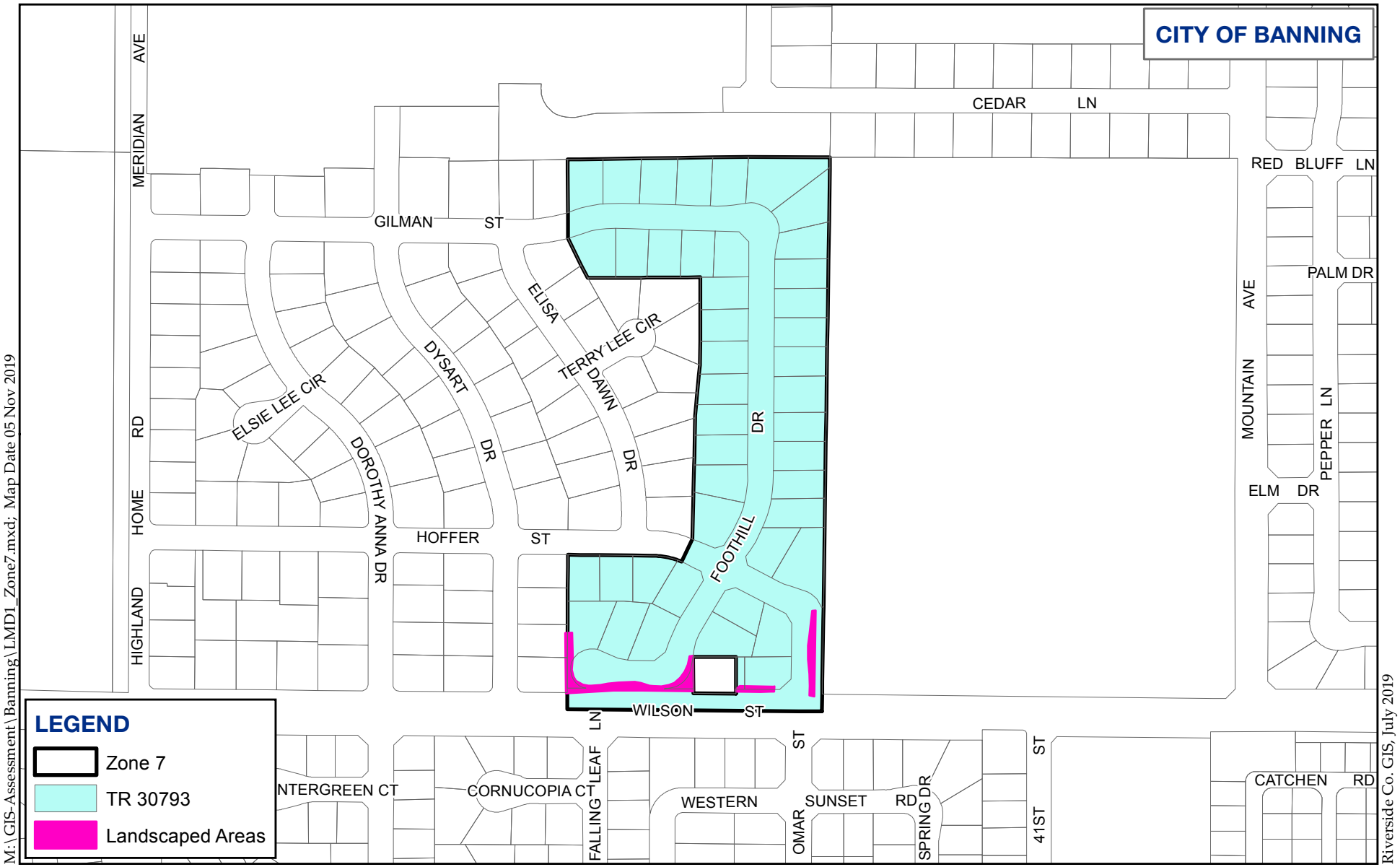
Landscape Maintenance Areas
LMD1 Proposed Zone 5

ALBERT A. WEBB ASSOCIATES



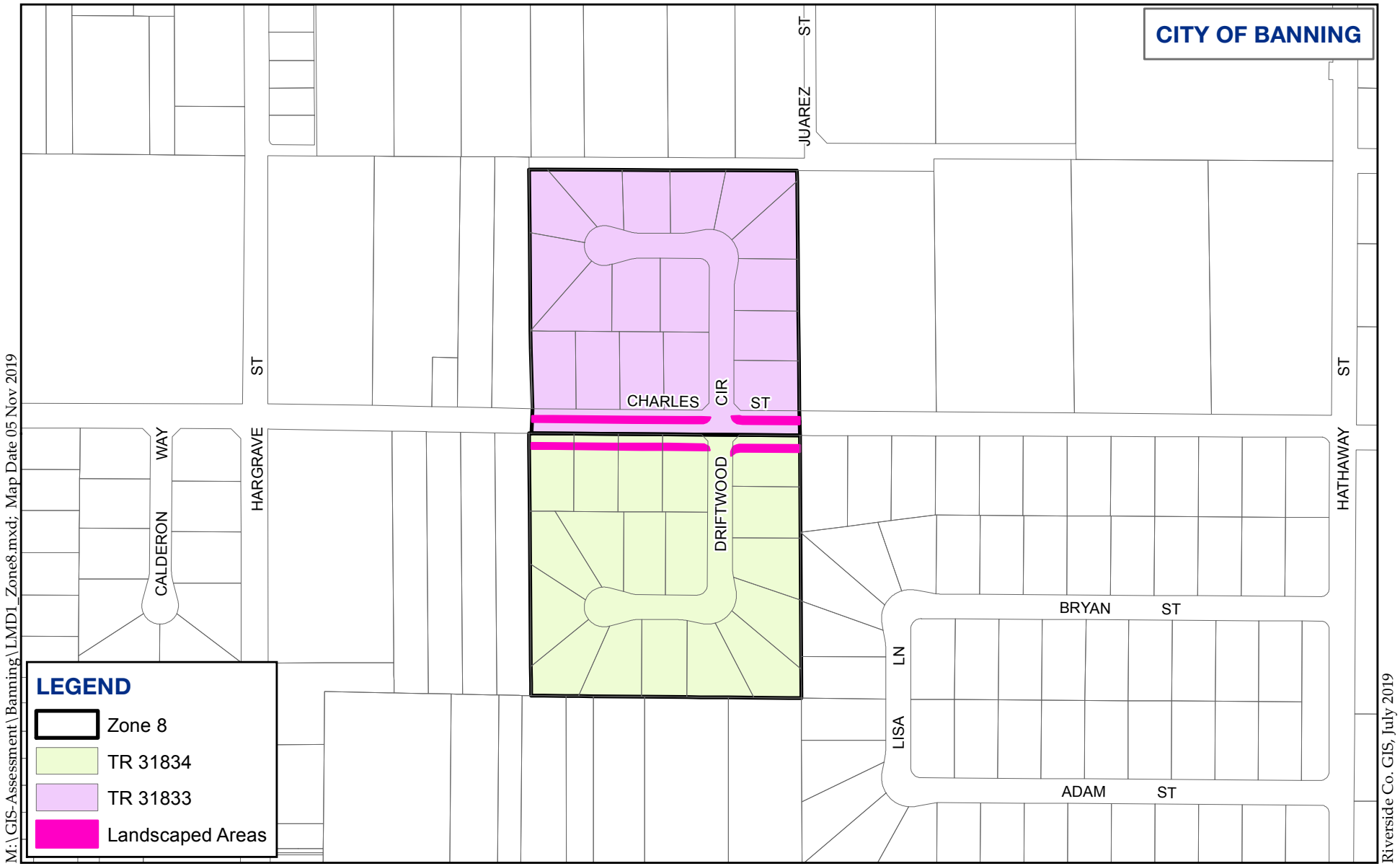
Landscape Maintenance Areas
LMD1 Proposed Zone 6

ALBERT A. WEBB ASSOCIATES



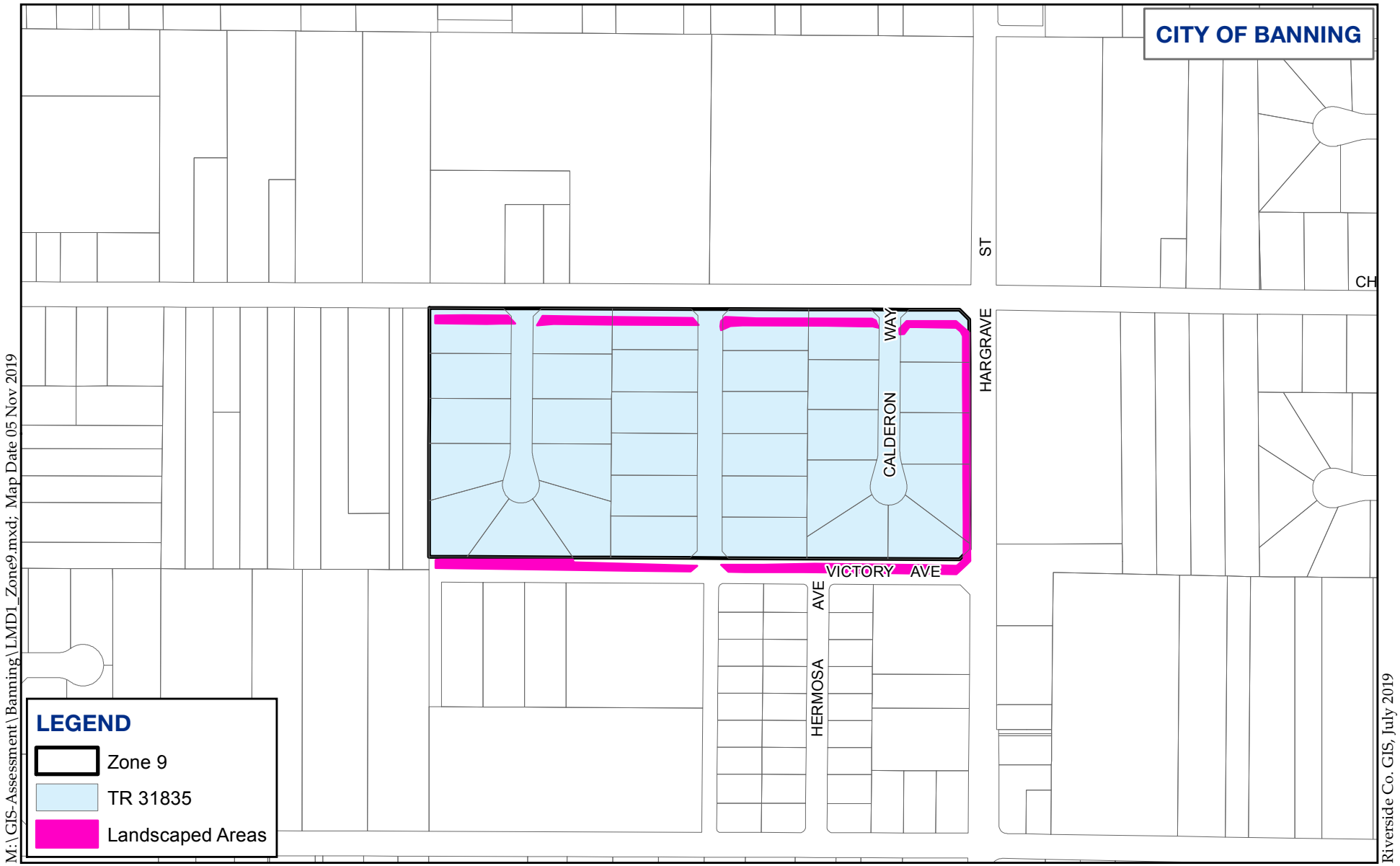
Landscape Maintenance Areas
LMD1 Proposed Zone 7

ALBERT A. WEBB ASSOCIATES



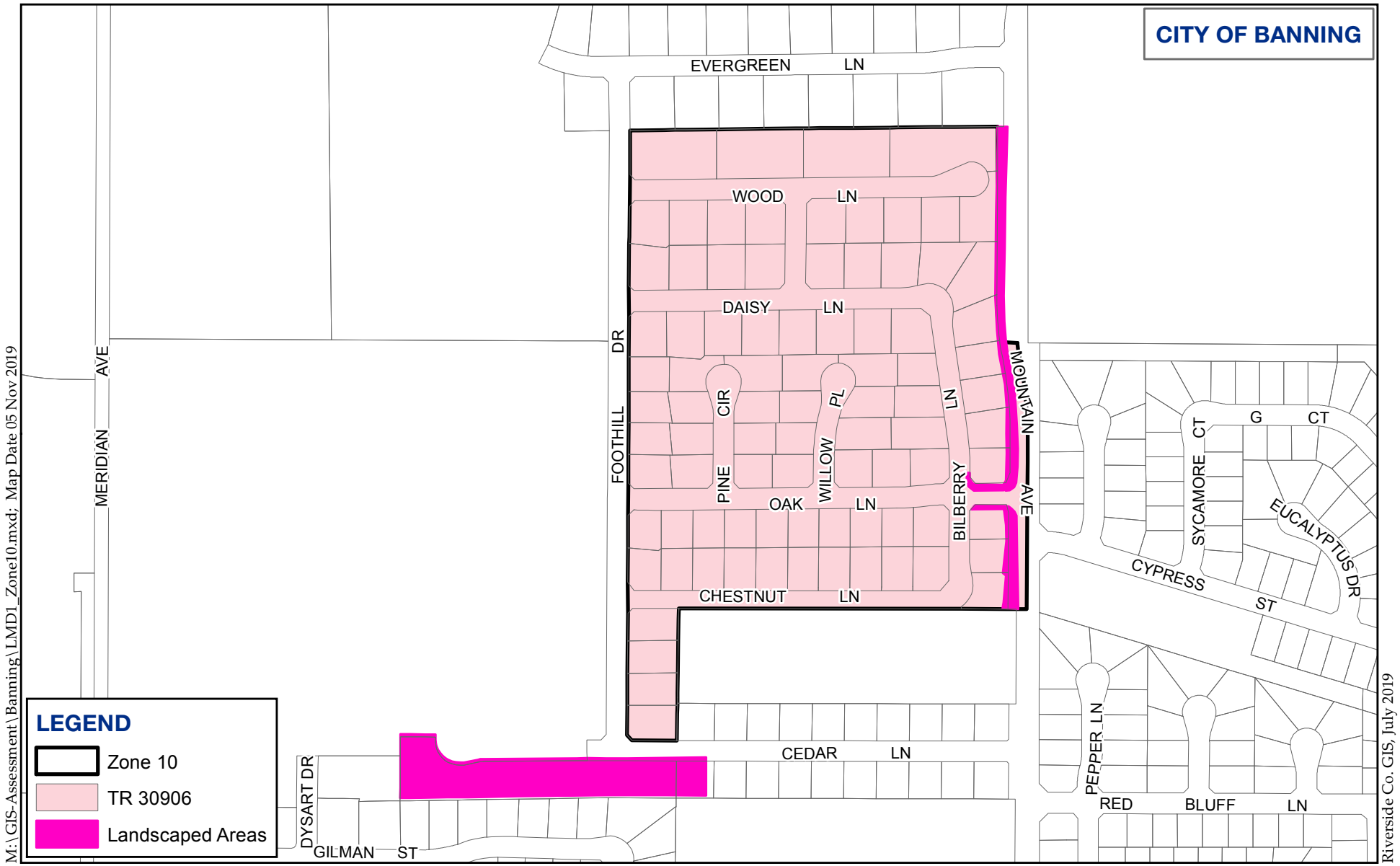
Landscape Maintenance Areas
LMD1 Proposed Zone 8

ALBERT A. WEBB ASSOCIATES



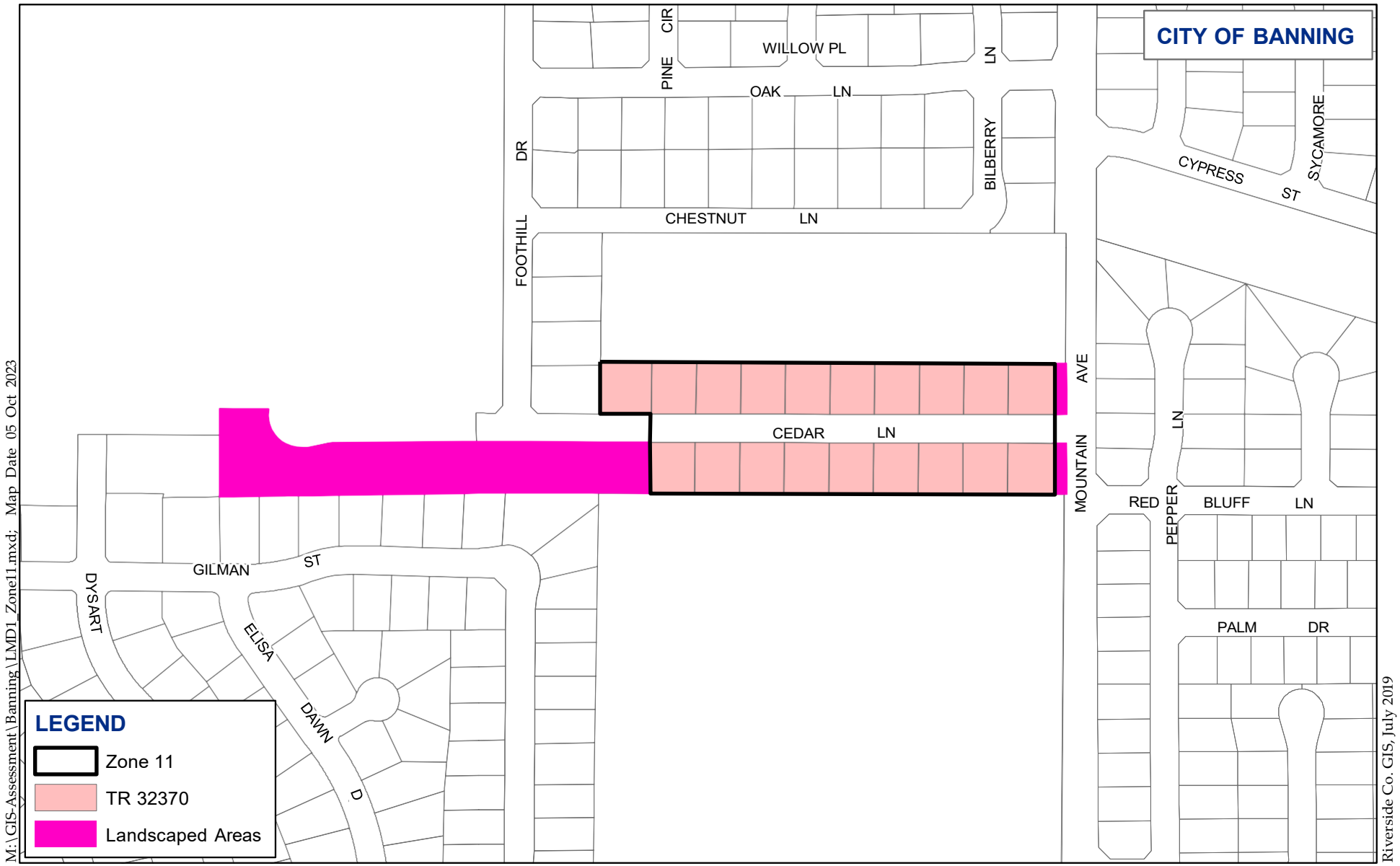
Landscape Maintenance Areas
LMD1 Proposed Zone 9

ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 10

ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 11

Webb MUNICIPAL FINANCE

CITY OF BANNING
REPORT OF OFFICERS

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Director of Public Works** **Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**February 11, 2025**
SUBJECT:	**Discussion of Options and Obtain Direction regarding Landscape Maintenance District No. 1**

RECOMMENDATION:

In advance of the preparation of the Annual Engineer's Report for Assessment, discuss the background, operation and maintenance, and budget of Landscape Maintenance District No. 1 ("LMD No. 1" or "District") with City Council and obtain direction on several options.

BACKGROUND:

LMD No. 1 in the City of Banning was established through the adoption of Resolution 1990-59 on August 14, 1990 (9 tracts), with another development, Tract No. 22913, being annexed into the District in 1992. An additional five tracts and three tentative tracts were annexed into LMD No. 1 (Annexation No. 1) when the City Council approved Resolution 2005-36 on May 10, 2005. Annexation No. 2, adding Tract No. 32370, occurred on November 14, 2023 when the City Council approved Resolution No. 2023-177. There are currently eleven (11) Zones and 1,034 assessment units (i.e. properties) in LMD No. 1. A map displaying the District and its' Zones is shown as Attachment 2.

LMD No. 1 provides a mechanism for the operation and maintenance of landscape medians and parkways, perimeter strips, landscaped hillsides with high visibility, side slopes adjacent to sidewalks and retention basins annexed into it. LMD No. 1 funds expenses (e.g. utility costs, landscape maintenance contractor, etc.) by revenues collected from the special benefit assessments paid for by each property owner within LMD No. 1. The District, by these special benefit assessments, provides funding for the operation and maintenance of certain landscape areas within the City of Banning, all of which were constructed as part of private development projects and many of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value.

Every year, Engineering Division staff prepare three staff reports as part of the levy and assessment process required by the Streets and Highways Code. After the initiation staff report, an Engineer's Report is prepared in house and the intention to levy assessments and approval of

the Engineer's Report is bought before the City Council. Lastly, a Public Hearing confirming the assessment for the next FY is held.

Budget Shortfalls

Zones 1-5 of LMD No. 1 did not include a price increase or escalator to the yearly amounts paid by each homeowner. A maximum 5% escalator was introduced for Zones 6-11. This has left most of those tracts operating in a deficit each year as revenues do not pay for rising costs in utilities and the landscape contractor services.

The annual assessments may be increased without further notice or public hearing by a percentage equal to the increase in the Consumer Price Increase (CPI) for all Urban Consumers in the Riverside-San Bernardino-Ontario, CA area, published by the United States Department of Labor, Bureau of Labor Statistics during the preceding calendar year, provided however, that any such increase shall not exceed five percent (5%) per fiscal year.

Previous Proposition 218 Attempt

In 2019, due to the revenue shortfall and the lack of funding for replacement projects, the Public Works Department hired Webb Municipal Finance, LLC (Webb) to analyze the existing LMD No. 1 structure, prepare a financial analysis in the form of a Financial Report, and determine the proper zones and assessment amounts for each tract in order to assure the LMD No.1 is operated with a balanced budget. The consultant prepared a detailed analysis and budget for all the existing tracts within LMD No. 1 and recommended that it be rezoned in a manner that allows each tract to pay only for benefits that it is receiving. Thus, ten (10) new Zones were developed to better reflect each tract's unique expenses and revenues, and benefits bestowed to its' property owners residing within the Zone, as shown in Attachment 2, the LMD No.1 map. Zone No. 11 was annexed into the LMD No. 1 on November 14, 2023, and is comprised of Tract No. 32370, known as Canterbury.

Additionally, the Financial Report prepared by Webb analyzed the LMD No. 1 budget and recommended changes including some increases to the Assessment Units to ensure revenues were sufficient to support the rising expenditures. A Prop 218 hearing was recommended in the Financial Report to change the Assessments needed to balance the budget. Webb then prepared a "Proposition 218" Engineer's Report that presented the new escalated Assessment Unit rates for each Zone reflected on the Proposition 218 notice and ballot for each Zone. A Prop 218 public hearing was held on December 8, 2020 with the results tabulated showing a **"No"** vote for each of the ten Zones. Thus, the base Assessment Unit rate remained unchanged, with no increases despite rising costs. The exceptions were Zones six through ten, whose tracts were annexed into LMD No.1 in 2005, at which time, those property owners authorized the annual CPI adjustment. The newly annexed Zone 11 also has an annual CPI adjuster.

LMD Remedies/Revisions

Since this failed Prop 218 attempt, the Public Works Dept. has reduced landscape contractor services and water and electric costs in the Zones with annual operating deficits, as explained below. The guiding principle used by the Public Works Department is that each Zone should be self-sufficient with regard to its budget and not use public general funding. Despite these efforts, some Zones are still in deficit although services and utilities were cut to a minimum level. Currently, the aesthetics of the District do not meet the community's expectations.

On April 9, 2024, a workshop was held with the City Council and the Deputy Director of Public Works/City Engineer presented the LMD No. 1 Update and discussed the items below. Attachment 3 is the Agenda packet from that meeting. City Council members suggested the Public Works Dept. keep reducing services and costs.

Service Reductions:

Since the Prop 218 Public Hearing held on December 8, 2020, certain operational adjustments (i.e. maintenance contract scope reduction for mowing, trash pickup, and shrub maintenance and reduction in watering) have been made to reduce costs. This has helped to reduce deficits in Zones 1,2,3,4,5, 8 and 9 this past year. Zones that have enough funds to support their budget have funds to install improvements such as mulch, irrigation upgrades, and plants.

For FY 24/25, in the Zones that have a balanced budget (Zones 6,7,10 and 11) and in Richard Sanchez Park of Zone 1, mowing occurs weekly, and shrubs are maintained biweekly in the summer months. In the Zones with deficits, mowing occurs biweekly, and shrubs are maintained quarterly. The current landscape contractor for FY 24/25 is Mariposa Landscapes Inc., and their Bid Schedule/Scope of Work is shown as Attachment 4.

De-annexation/Dissolution of a Zone:

If the City Council wanted to de-annex a Zone from the District, Engineering Division staff would need to follow the same process that was used to form the District. Therefore, each property owner needs to be sent a ballot to vote on the dissolution of the Zone/District. During the Public Hearing, the ballots received will need to be tabulated to determine if the dissolution passes or not by a majority vote.

De-annexation or dissolution would be considered on a very limited basis. Zones that have stormwater retention and water quality devices must be maintained to ensure the City's compliance with the Regional Water Quality Control Board permits. The City would also like to avoid de-annexation for 'out of sight, out of mind' areas, such as landscaping at the rear of a residential property that is separated from the property by a block wall. Some cases may require that the zones establish a Homeowners Association (HOA).

In order to have a HOA take over the operation and maintenance of the LMD, the City would need to enter into an agreement with the HOA and provide them with an encroachment permit allowing them to access public property for maintenance. Additional items that should be included in the agreement are insurance requirements and indemnification provisions. There would be a cost to the homeowners within a Zone for the formation of the HOA and for the HOA expenses, including maintaining the areas within the LMD.

Transfers to Parks Department:

City Council may consider transferring portions of the LMD to another department to assume the funding, maintenance, and operations of portions of the LMD. This could be applicable to Richard Sanchez Park in Zone 1. This park was developed as an amenity to the surrounding tract of homes, and at the time of its creation, did not meet the minimum size requirements to be accepted as a public park by the City. If this facility were to be transferred from the LMD to the

Parks Department, it would come with a permanent funding obligation need by the Parks Department and the City's General Fund.

New Zone 12:

Engineering Division staff worked with the City's legal counsel to discuss alternatives and pathways to improve the maintenance and appearance of the LMD. One option discussed would be to provide a public subsidy for portions of the LMD that have a community appeal. This was described as landscape areas that serve a benefit to the community, such as roadway landscaping along major thoroughfares.

To implement this recommendation, the City would establish a new Zone 12 that would remove landscaping along major roadways from applicable individual zones within the public right of way and transfer them to Zone 12. Eligible roadway segments could include Wilson Street, Highland Home Road and Hargrave Street.

Any transference of portions of the LMD would require a new and permanent General Fund appropriation for the maintenance and operation of the landscaped areas. The estimated costs would need to be established during the preparation of the Engineer's Report, but is estimated at between $150,000 and $200,000, with annual increases due to rising labor and utility costs. The City would also be responsible for any capital costs, including replacement of irrigation equipment or replacement/enhancement of plant materials.

Additional Remedies:

Other possibilities include holding another Proposition 218 Hearing and asking residents within LMD No. 1 to vote on increasing the base assessment and add an annual CPI escalator for Zones 1 through 5 or consider utilizing General funds.

Recent Updates:

Engineering Division staff met with the City Attorney's Office and together we compiled a list of possible options for each Zone that the City Council can consider and provide directions to City staff as listed below.

Zone 1

- Option 1: Maintain status quo
    - Cessation of maintenance at Richard Sanchez Park, focus funding solely on storm water compliance of the retention basin, maintenance to ensure it functions.
- Option 2: Transfer maintenance costs of Richard Sanchez Park to the Parks Dept.
    - Required new general fund obligation to the Parks Dept. in perpetuity.
    - Prioritize LMD assessment to storm water basin, then street frontages.
- Option 3: Attempt Prop 218 adjustment to cover LMD costs within the Zone
    - Increase assessments within the Zone. No guarantee of passage.
- Other Considerations:
    - Transfer of Mountain Ave. frontages to new Zone 12, as a General Fund perpetual obligation.

- Some combination of the above options.

Zone 2

- Option 1: Maintain status quo
  - Cessation of maintenance to eliminate turf and replace with mulch, no landscaping.
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
  - Increase assessments within the Zone. No guarantee of passage.
- Other Considerations:
  - Transfer of Highland Home Road median and Wilson Street frontages to new Zone 12, as a General Fund perpetual obligation.
  - Some combination of the above options.

Zone 3

- Option 1: Maintain status quo
  - Cessation of maintenance to eliminate turf and replace with mulch, no landscaping
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
  - Increase assessments within the Zone. No guarantee of passage.

Zone 4

- Option 1: Maintain status quo
  - Cessation of maintenance on Alder Ct. to eliminate turf and replace with mulch, no landscaping and only maintain along Wilson Street.
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
  - Increase assessments within the Zone. No guarantee of passage.

Zone 5

- Option 1: Maintain status quo
  - Cessation of maintenance and eliminate the watering of plant material within the tract, maintain on a necessary basis only.
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
  - Increase assessments within the Zone. No guarantee of passage.

Zone 6 (annual operating surplus and reserves)

- Option 1: Maintain status quo
  - Utilize reserves over time to complete turf conversions and lower utility costs.
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
  - Increase assessments within the Zone. No guarantee of passage.

Zone 7 (annual operating surplus and reserves)

- Option 1: Maintain status quo
  - Utilize reserves over time for continued tree pruning.
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
  - Increase assessments within the Zone. No guarantee of passage.

Zone 8

- Option 1: Maintain status quo
  - Continue with minimal landscape services.

- Option 2: De-annexation and return the frontage along both sides of Charles Street to adjacent property owners.
    - Utilize reserves to connect irrigation to household utility.
- Option 3: Attempt Prop 218 adjustment to cover LMD costs within the Zone
    - Increase assessments within the Zone. No guarantee of passage.

Zone 9

- Option 1: Maintain status quo
    - Cessation of maintenance and eliminate landscaping and irrigation on Hargrave Street and Victory Ave., replace with mulch and removal of trail vinyl fencing.
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
    - Increase assessments within the Zone. No guarantee of passage.

Zone 10 (annual operating surplus and reserves)

- Option 1: Maintain status quo
    - Utilize reserves over time for continued tree pruning.
- Option 2: Attempt Prop 218 adjustment to cover LMD costs within the Zone
    - Increase assessments within the Zone. No guarantee of passage.

Zone 11: (annual operating surplus and reserves)
No actions. Recently annexed into LMD No. 1.

Each Zone could have its own action and Prop 218 Ballot as each is independent of the other.

If the City Council elects to reassess costs, add a CPI escalator and hold a Prop 218 balloting proceeding, a consultant will have to be obtained, similar to the work that Webb did in 2019 and 2020. The Engineering Division estimates consultant costs at approximately $70,000 to complete the Prop 218 work, which would be an additional cost to the LMD.

JUSTIFICATION:

The City Council approved the formation of LMD No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. Assessments collected from the property owners located within LMD No. 1 provide for the funding required to maintain landscape areas located within the public right-of-way directly benefiting said property owners. The District, with the exception of Zones 6,7,10 and 11, is operating in a deficit and some Zones will run out of reserves next Fiscal Year. Therefore, staff are seeking directions from the City Council on how to proceed.

FISCAL DATA/IMPACT:

Any work within the LMD must be fully funded from each LMD Zone, and funds cannot be transferred across zones for work. Funds will not be expended to fully deplete reserve balances or expended in zones with structural deficits.

ALTERNATIVES:

This item is updating the City Council and staff are seeking direction on which option(s) to move forward with for each Zone within the District for FY 25/26.

ATTACHMENTS:

1. Presentation
2. LMD No. 1 Map of Zones
3. April 9, 2024 LMD Update Workshop Agenda Packet
4. LMD Contractor's current FY 24/25 Bid Schedule/Scope of Work

Approved by:

_____
Douglas Schulze
City Manager

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AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (C01040) FOR LMD NO. 1 LANDSCAPE MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Mariposa Landscapes, Inc., a California Corporation ("Contractor") is effective as of this day: May 27, 2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 25, 2024 for the purpose of providing LMD.1 Landscape Maintenance Services ("Agreement") following Landscape Maintenance Services for LMD No.1 by bid RFP #23-061, as approved by City Council Resolution 2024-108.

B. City and Contractor now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to One Hundred Eighty-Three Thousand Two Hundred Thirteen Dollars and Thirty-Four Cents ($183,213.34).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment A, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Ninety Thousand Two Dollars and Eight Cents ($90,002.08) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Eighty-Three Thousand Two Hundred Thirteen Dollars and Thirty-Four Cents ($183,213.34)

   1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

   1.4 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 1, attached hereto and incorporated herein.

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term

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"Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No.1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: 2025-067

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

MARIPOSA LANDSCAPES, INC

NAME: Terry Noriega
TITLE: President

NAME: Antonio Valenzuela
TITLE: Secretary

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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ATTACHMENT NO. 1

FY 2025-2026 BID SHEET PROPOSAL

"Operation and Maintenance of Landscape Maintenance District No. 1"

ZONE	TRACT NO.	SPECIFIC LOCATION	FREQUENCY	UNIT COST (PRICE/ MONTH)
1	22810, 22811, 22913	Oregon Trail, east side, per site visit with staff	Shrubs and ground cover quarterly.	$324.52
1	30186	Mountain Avenue, Wilson Street and Oregon Trail west side, does **not** include Retention Basin, per Plans and site visit with staff	Shrubs and ground cover quarterly.	$739.80
1	30222	Mountain Avenue, per Plans and site visit	Shrubs and ground cover quarterly.	$215.26
2	21882	Wilson Street and Highland Home Road west side, per Site Visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$636.07
2	23446	Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$636.07
3	29721	Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30. Shrubs frequency: quarterly.	$98.95
4	32109	Wilson Street and Alder Court, west side, per Site Visit with staff and per Plans	Shrubs and ground cover quarterly.	$185.67

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5	23598	Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30. Shrubs frequency: quarterly.	$449.65
6	28252	Hathaway Street, west side, per Plans and site visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$299.27
6	28252	Retention Basin, per Plans and site visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$243.04
7	30793	Wilson Street, Foothill Drive, includes portion of Omar Street, per Site Visit with staff and per Plans	Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$181.21
8	31833	Charles Street, north side, per Site Visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30.	$110.59
8	31834	Charles Street, south side, per Site Visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30.	$110.59
9	31835	Charles Street, Hargrave Street and Victory Avenue, (tract perimeter) per Site Visit with staff and per Plans	Shrubs and ground cover quarterly.	$517.84
10	30906	Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub	$400.86

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			frequencies: Biweekly May 1 through Aug. 31, then monthly.	
10/11	30906, 32370	Retention Basin, per Site Visit and per Plans	Tree trimming annually.	$191.47
11	32370	Mountain Avenue, west side, North and South of Cedar Lane, frontage along the tract, per Site Visit and per Plans	Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$75.98
		GRAND TOTAL: (Cost/month)	$5,416.84	

Note:"Per plans" means the Tract has improvement plans on file.

Retention Basins in Zone 1 will include trash pickup and weed abatement twice per year in price above for Zone 1. The frequency may be reduced in a Zone depending on the budget for that Zone during the term of the contract or Fiscal Year.

CPI OF 2.94% was applied to the original Bid Sheet cost submitted in the FY 24/25 proposal, per the Contract.

TOTAL ANNUAL COST FOR LMD NO. 1 FY 25/26: $65,002.08

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AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES (C00763) FOR LANDSCAPE MAINTENANCE BETWEEN THE CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

1. PARTIES AND DATE

THIS AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **MARIPOSA LANDSCAPES, INC.**, a California corporation ("Consultant") is effective this day of: May 27, 2025.

2. RECITALS

2.1 City and Consultant entered into an agreement dated July 6, 2022 for the purpose of providing Landscape Maintenance Services ("Master Agreement") following Request for Proposals, RFP #2022-86 and approved by City Council Resolution No.2022-86.

2.2 City and Consultant have entered into an Amendment No.1 to the Master Agreement dated May 8, 2023, for the purpose of modifying the Scope of Services and increasing the compensation by an amount not to exceed Seven Thousand Two-Hundred Forty-Eight Dollars ($7,248.00) to the Master Agreement.

2.3 City and Consultant have entered into an Amendment No.2 to the Master Agreement dated, June 7, 2023 to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, and to provide compensation for the additional one-year term in an amount not to exceed One Hundred Thirty-Nine Thousand Seven Hundred Ninety-Three Dollars and Sixty-Four Cents ($139,793.64) as approved by City Council Resolution No. 2023-095.

2.4 City and Consultant have entered into an Amendment No.3 to the Master Agreement dated, September 14, 2023 to exercise the option to extend the Agreement for an additional services and to provide compensation in an amount not to exceed Four Thousand Two Hundred Twenty-Four Dollars ($4,224.00).

2.5 City and Consultant have entered into an Amendment No.4 to the Master Agreement dated, June 25, 2024 to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2025, and to provide compensation for the additional one-year term in an amount not to exceed One Hundred Forty-Eight Thousand Three Hundred Seventy-One Dollars and Forty-Eight Cents ($148,371.48) as approved by City Council Resolution No. 2024-081.

2.6 City and Consultant have entered into an Amendment No.5 to the Master Agreement dated, March 26, 2025 to provide additional compensation for as-needed services in the amount not to exceed Fifteen Thousand Dollars ($15,000.00).

2.7 City and Consultant now desire to amend the Master Agreement to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2026 and to provide

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compensation for the additional one-year term in an amount not to exceed One Hundred Seventy-One Thousand Three Hundred Twenty Dollars ($171,320.00)

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree follows:

3. INCORPORATION OF RECITALS

3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

4.1 The maximum compensation for services performed pursuant to this Amendment No. 6 to the Master Agreement, is hereby amended and shall not exceed One Hundred Seventy-One Thousand Three Hundred Twenty Dollars ($171,320.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of Six Hundred Twenty-Six Thousand Seven Hundred Sixty-Four Dollars and Twelve Cents ($626,764.12). Work shall be performed at the rates set forth in the Master Agreement.

4.2 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment A, attached hereto and incorporated herein.

4.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

4.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Master Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5, shall remain unchanged and in full force and effect.

4.5 The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

4.6 The persons executing this Amendment No. 6 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 6 does not violate any provision of any other Agreement to which said party is bound.

4.7 This Amendment No. 6 may be signed in counterparts, each of which shall constitute an original.

4.8 Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic

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signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. **6** to the Master Agreement the day and year first hereinabove written.

CITY OF BANNING

Robert Fisher 5/31/2025

Robert Fisher, Date
Acting City Manager

CONSULTANT

Antonio Valenzuela 5/29/2025

NAME: Antonio Valenzuela Date
TITLE: Secretary

Terry Noriega 5/28/2025

NAME: Terry Noriega Date
TITLE: President

ATTEST:

Caroline Patton 5/29/2025

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THE CONSULTANT'S BUSINESS ENTITY.

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ATTACHMENT "A"

RATE SCHEDULE FOR LANDSCAPE MAINTENANCE SERVICES OF CITY PROPERTIES

Line Item	Location	Quantity	Unit of Measure	FY 2024 Monthly Rate	FY 2024 Annual Rate	CPI 2.90% Monthly Adj	FY 2025 Monthly Rate	Annual Rate	CPI 2.90% Monthly Adj	FY 2026 Monthly Rate	FY 2026 Annual Rate
1	Ramsey Street Medians from Highland Springs Avenue to Highland Home Avenue	12	Month	$1,908.10	**$22,897.20**	$55.33	$1,963.43	$ 23,561.16	$56.93	$2,020.36	$ 24,244.38
2	Banning City Hall (Civic Center)	12	Month	$1,272.07	**$15,264.84**	$36.89	$1,308.96	$ 15,707.52	$37.95	$1,346.91	$ 16,162.92
3	Banning Police Station (125 E. Ramsey Street)	12	Month	$1,484.08	**$17,808.96**	$43.04	$1,527.12	$ 18,325.44	$44.28	$1,571.40	$ 18,856.78
4	Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)	12	Month	$318.02	**$3,816.24**	$9.22	$327.24	$ 3,926.88	$9.48	$336.72	$ 4,040.67
5	Fire Station (5261 W. Wilson Street)	12	Month	$636.03	**$7,632.36**	$18.44	$654.47	$ 7,853.64	$18.92	$673.39	$ 8,080.74
8	Former Army National Guard Property (2041 W. Nicolet Street)	12	Month	$848.05	**$10,176.66**	$24.59	$872.64	$ 10,471.68	$25.30	$897.94	$ 10,775.32
9	Brinton Reservoir (1700 N. Mountain Avenue)	12	Month	$1,060.06	**$12,720.72**	$30.74	$1,090.80	$ 13,089.60	$31.63	$1,122.43	$ 13,469.18
10	Sunset Reservoir (1202 N. Sunset Avenue)	12	Month	$848.05	**$10,176.60**	$24.59	$872.64	$ 10,471.68	$25.30	$897.94	$ 10,775.32
11	San Gorgonio Parking Lot	12	Month	$212.01	**$2,544.12**	$6.15	$218.16	$ 2,617.92	$6.33	$224.49	$ 2,693.86
12	Fire Station 89 (172 N. Murray St) (added Amend 1)	12	Month	$906.00	**$10,872.00**	$26.27	$932.27	$ 11,187.24	$27.03	$959.30	$ 11,511.65
13	Fire Administration building (4900 W. Wilson St) (addeded Amend 1)	12	Month	$906.00	**$10,872.00**	$26.27	$932.27	$ 11,187.24	$27.03	$959.30	$ 11,511.65
14	West Ramsey Street Medians	12	Month	$626.00	**$7,512.00**	$18.15	$644.15	$ 7,729.80	$18.68	$662.83	$ 7,954.01
15	Higland Spring Avenue Underpass (added Amend 3)	12	Month	$384.00	**$4,224.00**	$11.14	$395.14	$ 4,741.68	$11.45	$406.59	$ 4,879.03
16	Ramsey Street Medians from Highland Home Road to Sunset Avenue (added	12	Month	---	---	---	---	---	---	$1,572.00	$ 18,864.00
17	Services As Needed (Locations to be determined)				**$7,500.00**			$ 7,500.00	$0.00	$0.00	$ 7,500.00
			Totals >>>	$11,408.47	$144,017.70	$330.82	$11,739.29	$148,371.48	$340.31	$13,651.63	$171,320

IV. SCOPE OF WORK

IV.A Introduction

The City of Banning is seeking proposals from qualified contractors and intends to retain the services of a contractor to provide landscape maintenance services for its properties throughout the City. The City is considering awarding a contract to begin April 1, 2021, for a term of one (1) year and (3) three months with the option to renew for an additional four (4) single years upon an annual review of the provided services. The City of Banning reserves the right to accept or reject any or all proposals. These Specifications and Scope of Services shall become part of the contract Agreement.

The scope of services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; and irrigation equipment and operations for all locations identified in this Request for Proposals ("RFP") and listed below:

- Dysart Park (2101 W. Victory Avenue)
- Lion's Park (9955 S. Hargrave Street)
- Repplier Park (201 W. George Street)
- Roosevelt Williams Park (1101 E. George Street)
- Sylvan Park (2801 W. Nicolet Street)

It is the responsibility of the Contractor to visit the sites and become familiar with the project locations and maintenance needs. It is the City's expectation that all land care and maintenance items identified in this RFP will be addressed.

IV.B TURF MANAGEMENT

1. Lawn Mowing
    1. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
    2. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
    3. Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where

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possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

4. Unless otherwise specified, grass cuttings need not be removed. However, when an inordinate amount of grass is evident, removal may be requested by staff with no extra charge to City for such removal by contractor. Clippings shall be legally disposed of offsite at the Contractor's expense. Special note: frequencies and turf height may change throughout the year in order to accommodate sports activities and facility use schedule; staff may request change in such turf height to address such activities.
5. Work shall be performed on the same day each week. Contractor shall provide a mow schedule to the City. Initial week schedule and any changes must be approved by the City prior to implementation. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within (3)) three working days.
6. Aeration: Contractor shall aerate all turf areas a minimum of once a year by removing one 1/2" diameter by 3" deep cores of sod with an aerator machine with not more than 66" spacing, once over. Aeration shall take place at an approved time frame each year. In addition, the tops of all mounds and any areas that show excessive compaction shall receive additional treatment as required, to alleviate this condition and allow for proper water penetration and minimal runoff. All damaged areas larger than 4" by 4" shall be seeded on an as-needed basis. The cores shall be dragged to breakup cores and allowed to remain or be removed at the Contractor's discretion with approval of the City.
7. Over seeding:- Annual (one time per year) over seeding shall take place. Contractor shall prepare turf (verticutting and aeration) prior to applying seed. Seed shall match existing lawn and will be provided by the City. All labor and the equipment to perform the over seeding will be the responsibility of the Contractor.

2. Edging and String Trimming
    1. Concurrent with every mowing, all turf grass borders shall be neatly and uniformly edged or trimmed. String trimmers (weed eaters) or similar equipment shall not be used around trees or shrubs or wooden posts or for hardscape/pathways/mow strips edging. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or other object within or immediately adjacent to lawn areas. Trim shall not exceed one half(1/2) - inch from hardscape.
    2. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.
    3. Care shall be taken to avoid damage to tree trunks, shrubs, sign posts, buildings, and other structures. Damage shall be promptly reported to the City's representative and repairs made promptly at the Contractor's expense. Any damage to tree trunks and/or shrubs shall be considered neglect and shall be replaced at the discretion of

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City staff at the Contractor's expense. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed offsite prior to the completion of the day's operations or end of the day, whichever occurs first. CLIPPINGS/DEBRIS SHALL NOT BE BLOWN INTO STORM DRAINS OR INTO GUTTERS THAT DRAIN INTO STORM DRAINS BUT SHALL BE LEGALLY DISPOSED OF.

3. Clearing of Walks
    1. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

IV.C SHRUB BED MAINTENANCE

1. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
2. Planter beds will be groomed to promote an attractive, fresh appearance.
3. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
4. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant dormant season.
    1. Pruning shall be performed by Contractor’s designated staff member who is trained and demonstrated competency in proper pruning techniques.
    2. Prune shrubbery and hedges at established maintenance height.
    3. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
    4. Shearing of plants will occur only where previous practice has been to shear, or as directed.
    5. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.
    6. Dead or damaged shall be removed whenever possible.
    7. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

IV.D TREE CARE & PRUNING

1. All trees will be “skirted” as needed per the City’s request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of

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planning beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

2. All trees under 12" total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
    1. Cuts will be flush and clean, leaving not stubs, or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
    2. Dead or damaged portion shall be removed whenever possible.
    3. Pruning to be performed by Contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
    4. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
3. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support. Replace stakes when damaged.

IV.E FERTILIZATION

1. Contractor shall provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
    1. Turf, shrub and ground cover areas will be fertilized with specifically formulated products including well-balanced, slow-release fertilizers customized seasonally by Contractor. Seasonally refers to "Winter" and "Summer" and different fertilizers will be used based on ground temperature.
    2. Fertilizer product will be selected based on plant type and season.

IV.F ENVIRONMENTAL WEED AND PEST CONTROL PROGRAM

1. All applications and herbicides or pesticides will be performed under the direction of California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacture's labels.
2. Broadleaf turf weeds will be treated as needed in the "Spring" and "Fall" with applicable materials.
3. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by using selected herbicides, including pre-emergent herbicides.

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4. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
5. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations. Sheets shall be provided to the City.
6. Notice of scheduled use of pesticides and herbicides must be given to the City prior to use and signage on site may be required prior to application at the City's discretion.
7. Contractor shall be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

IV.G IRRIGATION EQUIPMENT AND OPERATION

1. . Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements, with water conservation methods in place. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City’s representative.
2. Clean and adjust sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
3. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged of malfunctioning components beyond Contractor’s control will be submitted as an extra.
4. The irrigation system shall be checked after each mowing for any damage. Damage caused to the irrigation system by Contractor shall be repaired within forty-eight (48) hours, unless otherwise agreed to, at no charge to the City.

IV.H GENERAL CONDITIONS

1. City is responsible for all cost associated with water.
2. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Manager. Radio and cellular phone communication will be available.
3. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor and the City. A monthly written, comprehensive maintenance and inspection reports shall be submitted with monthly billings.
4. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and or

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composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling materials.

5. During routine maintenance visits, the Contractor is responsible for removing trash and debris from the properties.

IV.I CONTRACTOR COMPENSATION

The City shall pay Contractor, as compensation for the services to be performed, the sum of per month listed in the Contract Agreement with additional adjustments as specified thereinafter.

Compensation may be adjusted annually, on July 1st of each year commencing on July 1, 2022, during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino- Ontario Area, or any successor index agreed upon by the City and Contractor, as set forth over the previous available twelve (12) months prior to the date of adjustment.

IV.J ADDITIONAL WORK

1. The Parks and Recreation Director or designee may authorize the Contractor to perform additional work. Additional work shall be defined as work not included in the specifications with the exception of additional sites, or portions thereof that may be added and shall be in writing.
2. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials cost. No work shall commence without written authorization from the Parks and Recreation Director, or designee. In the event that conditions exist where there is imminent danger of injury to the public or damage to property, the Parks and Recreation Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate to the Parks and Recreation Director or designee for written approval.
3. The cost estimate for additional work shall consist of the following elements:
    1. Wholesale cost of materials including sales tax plus ten percent (10%).
    2. Base cost of labor plus fifteen percent (15%) for overhead and profit.
4. Change Order - Written authorization for additional work from the Parks and Recreation Director or designee, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to the Contract Agreement and approved by both the Parks and Recreation Director and Contractor.
5. All additional work shall commence on the specified date established and shall diligently proceed until completion.

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6. Upon completion of the additional work, the Parks and Recreation Director or designee shall be notified so that the work may be verified.
7. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate.
8. The Contractor's invoice shall be subject to audit and review by the City prior to payment.
9. The City of Banning reserves the right to repair and/or contract with a third party to perform such additional work.

IV.K INSPECTION

The Parks and Recreation Director or designee may inspect the work areas to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of any duty under this contract. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner agreed to by the Parks and Recreation Director or designee.

1. It shall be the Contractor's responsibility to inspect, and identify, any conditions(s) that renders any areas within this Contract Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Recreation Director or designee shall be notified immediately of any unsafe condition that requires correction.
2. During the inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions found, and the action taken.
3. The Contractor shall cooperate fully with the City of Banning in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Recreation Director or designee within five days following the occurrence.

IV.L SAFETY

1. The Contractor shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment, machines and materials or other hazards consequential or related to the work. The Contractor shall have sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to CAL-OSHA.
2. The Parks and Recreation Director or designee, reserves the right to issue restraint, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

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AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **MARIPOSA LANDSCAPES, INC.** ("Contractor") is effective as of this day: May 27, 2025.

RECITALS

A. On February 23, 2021, the City awarded a Landscape Maintenance Agreement to Mariposa Landscapes, Inc. The Agreement provided that Contractor would provide those services specified in the Agreement and in the Scope of Services attached to the Agreement as Exhibit "A-1". The Agreement included a Schedule of Compensation attached as Exhibit "C" which specified that Contractor's total compensation would not exceed One Hundred Six Thousand Three Hundred Fifty-Two Dollars ($106,352.00), which included a 10% contingency for additional work.

B. On March 22, 2021, the City and Contractor, executed the Landscape Maintenance Agreement for City Parks – (C00698).

C. On May 10, 2022, the City and Contractor amended the Agreement ("Amendment No. 1") to extend the term for an additional one-year term to expire June 30, 2023 and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred One Thousand Six Hundred Thirty-Eight Dollars and Eighty Cents ($101,638.80), as approved by City Council Resolution No. 2022-56.

D. On June 15, 2023, the City and Contractor amended the Agreement ("Amendment No. 2") to extend the term for an additional one-year term to expire June 30, 2024, modify the scope of services, and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred Thirty-Five Thousand Eight Hundred Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97), as approved by City Council Resolution No. 2023-095.

E. On May 14, 2024, the City and Contract amended the Agreement ("Amendment No. 3") to extend the term for an additional one-year term to expire June 30, 2025, modify the scope of services, and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred and Thirty-Nine Thousand Seven Hundred Eighty-Seven Dollars and Sixty-Four Cents ($139,787.64), as approved by City Council Resolution No. 2024-067.

F. City and Contractor now desire to amend the Agreement ("Amendment No. 4") in accordance with City Council approval to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2026, modify the scope of services to include additional landscape sites and to provide compensation for the additional one-year term and additional services in an amount not to exceed One Hundred Sixty-Seven Thousand Two Hundred Ninety-Six Dollars and Ninety-Five Cents ($167,296.95). The total compensation shall not exceed

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Six Hundred Fifty Thousand Nine Hundred Twenty-Three Dollars and Thirty-Six Cents ($650,923.36).

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

   a) Section 1.1 and Exhibit "A" to the Agreement is amended to include the amended scope of services attached as Attachment "1" to this Amendment 4.

   b) Section 2.1 ("Contract Sum") of the Agreement is amended to provide that the City agrees to pay Contractor a monthly amount of Twelve Thousand Six Hundred Seventy-Four Dollars and Seven Cents ($12,674.07) for twelve (12) months through June 30, 2026. Additionally, the City may authorize extra work for services not included in the agreed Scope of Services of a not to exceed amount of Fifteen Thousand Two Hundred Eight Dollars ($15,208.00) for a total not to exceed amount of One Hundred Sixty-Seven Thousand Two Hundred Ninety-Six Dollars and Ninety-Five Cents ($167,296.95). The total compensation, including reimbursement for actual expenses shall not exceed Six Hundred Fifty Thousand Nine Hundred Twenty-Three Dollars and Thirty-Six Cents ($650,923.36) (the "Contract Sum").

   c) Section 3.1 ("Term") of the Agreement is hereby amended to extend the Term of the Agreement to June 30, 2026.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 4, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendment Nos. 1 through 4, the provisions of this Amendment No. 4 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 4, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 4, Contractor is not in default of any material term of the Agreement and that there have been no

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events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

5. **Authority.** The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other Agreement to which said party is bound.

6. **Electronic Signatures**. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Amendment No.4 and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 4 the day and year first hereinabove written.

CITY OF BANNING

Robert Fisher 5/31/2025

Robert Fisher, Date
Acting City Manager

ATTEST:

5/29/2025

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney 5/28/2025

John O. Pinkney Date
City Attorney

MARIPOSA LANDSCAPES, INC

Antonio Valenzuela 5/29/2025

NAME: Antonio Valenzuela Date
TITLE: Secretary

Terry Noriega 5/28/2025

NAME: Terry Noriega Date
TITLE: President

95-4245898

Tax ID No.

Address: 6232 SANTOS DIAZ ST.
IRWINDALE CA 91702
626-960-0196

City Council Approval: 2025-071

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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ATTACHMENT "1"

Banning Park's Landscape Maintenance - Per Site Cost breakdown FY 2025-26

Line Item	Location	Quantity	Unit of Measure	Monthly Rate 2024-25	CPI 2.90%	New Monthly Rate	Annual Rate
1	Dysart Equestrian Park - 2101 Victory Ave	12	Month	$953.96	$27.66	$981.62	**$11,779.50**
2	Lion's Park - 955 S. Hargrave Sreet	12	Month	$2,214.54	$64.22	$2,278.76	**$27,345.14**
3	Repplier Park - 201 W. George Street	12	Month	$2,248.61	$65.21	$2,313.82	**$27,765.84**
4	Roosevelt Williams - 1101 E. George Street	12	Month	$919.88	$26.68	$946.56	**$11,358.68**
5	Sylvan Park - 2798 W. George Street	12	Month	$2,180.46	$63.23	$2,243.69	**$26,924.32**
6	Community Center & Senior Center 769 & 789 N. San Gorgonioe Ave	12	Month	$981.72	$28.47	$1,010.19	**$12,122.28**
7	Banning Aquatic Center 749 N. San Gorgonio Ave	12	Month	$1,090.80	$31.63	$1,122.43	**$13,469.20**
8	Repplier Park and Community Center Parkway 749, 769 & 789 N. San Gorgonio Ave	12	Month	Included in Line Items 6 & 7	N/A	N/A	N/A
9	Richard Sanchez Park and Trail - 3758 Cypress	12	Month	XXXXX	N/A	$1,777.00	**$21,324.00**
			Totals>>>	$10,589.97	$307.11	$12,674.08	$152,088.95

XXXXX ADDITIONAL SCOPE OF SERVICE - Per Resolution 2025-63, Effective, July 2025, general maintenance and operational costs supporting the maintenance of Richard Sanchez Park and the accompnaying trail on the South side of the park have been added to the responsibilities of the Parks and Recreation Department.

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:	**October 28, 2025**
SUBJECT:	**Discuss Necessary Mitigation Required for the Sun Lakes Boulevard Extension Project**

RECOMMENDATION:

Provide concurrence to staff to proceed with the mitigation plan for the Sun Lakes Boulevard Extension Project

BACKGROUND:

The Sun Lakes Boulevard Extension Project has been a long term capital improvement project for the City of Banning dating back nearly 30 years. The project would extend Sun Lakes Boulevard from its current terminus at Highland Home Road easterly for approximately 1-mile to the intersection of Sunset Avenue and Westward Avenue. The roadway crosses over 3 ephemeral creek systems along its course, creating permanent and temporary environmental impacts. The project also crosses habitat that is suitable habitat for the Bombus Crotchii (Crotch's Bumblebee), which was observed in the habitat during pre-construction surveys. Bombus Crotchii is identified by the State of California Department of Fish and Wildlife as a candidate species for the endangered species list, and is thus treated as such while that decision is pending. The environmental mitigation necessary for this project is thus broken into two components, with additional detail below:

Ephemeral Watercourse Mitigation

The final draft of the Streambed Alteration Agreement from the California Department of Fish and Wildlife requires that the City provide for 1.3 acres of streambed, bank, and channel for preservation and enhancement within western Riverside County. The City identified a site of 1.3 acres that is suitable for these purposes within Smith Creek that is owned by the City of Banning. The proposed mitigation site is within the stream bed of Smith Creek at the eastern municipal boundary within land that cannot be developed due its site within the creek. The proposed mitigation land is also adjacent to a proposed 760-acre mitigation site to the immediate east of this property. Utilization of this site does not require the City to purchase offsite property for mitigation purposes.

A copy of the final Streambed Alteration Agreement is attached to the staff report for reference.

Bombus Cortchii Mitigation

A requirement in the California Department of Fish and Wildlife Streambed Alteration Agreement was to conduct pre-construction field surveys of the project site to determine if suitable habitat for the bumble bee exist, and if the bee is present. During the final site visit with the biologist, a single bumble bee was found. Subsequent mapping determined that the project will create permanent loss of approximately 12-

acres of habitat, and mitigation for that habitat is required.

Consistent with the permanent conservation for the ephemeral watercourse mitigation, City staff identified the former Smith Creek Park parcel as a suitable location for permanent mitigation. The CESA Incidental Take Permit, prepared on the City's behalf by Osprey Environmental Associates, identified 14 acres of the city owned property as suitable mitigation. This area overlaps with the acreage for the watercourse mitigation and expands upon the adjacent 760-acre proposed mitigation site to the east.

A copy of the DRAFT ITP application is attached to the staff report for reference.

JUSTIFICATION:

The City of Banning has identified City owned property in the area formerly considered for Smith Creek Park as mitigation land for the Sun Lakes Boulevard project. This land is adjacent to land that is intended for mitigation land to the east, and will expand upon that creating more permanent open space at the southwest corner of the City.

This land was previously investigated by the City for an active use park site, but found that it would be infeasible to access given the requirements to cross Smith Creek with two bridges to ensure adequate public and emergency access to the site.

At this time, the City of Banning has no planned uses for the proposed mitigation site and this action would preserve the property as permanent open space.

FISCAL IMPACT:

As the land at Smith Creek Park is owned by the City, the City is able to save considerable monies in acquiring land outside the City limits to meet the mitigation requirements. Costs for mitigation land for creek areas can exceed $500,000 per acre, and suitable habitat for Bombus Crotchii is unknown and not investigated at this time. Assuming a similar price for the Bombus Crotchii, cost may exceed $6 million to $8 million in land acquisition costs.

For any purchase of offsite land or dedication of City land, the City will be required to provide an endowment and select a 3rd party conservancy group to manage the land and permanent habitat and open space. The City will be required to install fencing and signage around the property to protect it from outside encroachment.

ALTERNATIVES:

City staff is seeking concurrence from City Council to proceed with the mitigation strategy to utilize City owned land that has very limited to no active development uses as the preferred mitigation sites for construction of the Sun Lakes Boulevard Extension Project.

Alternatively, City Council can provide direction to seek suitable properties outside the jurisdiction. This will increase overall project costs over previous estimates due to the large acreage required as mitigation for the Bombus Crotchii habitat. Additional project funding would be necessary to continue with this alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Final CDFW Streambed Alteration Agreement.pdf
2. DRAFT ITP Application - CBB.pdf

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD, SUITE C-220
ONTARIO, CA 91764

STREAMBED ALTERATION AGREEMENT
EPIMS-RIV-54902-R6
Highland Wash, Smith Creek, and Pershing Creek

CITY OF BANNING
SUN LAKES BOULEVARD EXTENSION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Banning (Permittee) or as represented by Nathan Smith.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 3, 2024, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The Sun Lakes Boulevard Extension Project (Project) crosses Highland Wash, Smith Creek, and Pershing Creek, in the City of Banning, County of Riverside, State of California; Latitude 33.91844, Longitude -116.92514. The Project is located within Assessor's Parcel Number 537-110-013.

PROJECT DESCRIPTION

The Project is limited to the construction of an arterial highway parallel to existing Westward Avenue, an east-west unpaved dirt road between Highland Home Road and Sunset Avenue. The proposed highway will include two eastbound and two westbound lanes, each containing a 12-foot-wide lane, a 14-foot-wide lane, a raised 18-foot-wide median, and an 8-foot-wide sidewalk on either side. The Project will also adjust and

relocate various utilities to grade such as: sewer manholes, storm drain manholes, telecommunication manholes, power poles, air vacuums, fire hydrants, electrical risers, electrical vaults, and 13 city power poles (which would require 13 feet of excavation). Additionally, the Project will partially realign 1,500 linear feet of a 16-inch diameter steel natural gas pipeline owned by Williams Companies, a 20-inch diameter steel petroleum pipeline, and 12-inch diameter steel telecommunications pipeline, both owned by Kinder Morgan, Inc.

The Project area crosses over three creeks, from west to east: Highland Wash, Smith Creek, and Pershing Creek, where three culverts (i.e., Proposed Lines J, I, and K) will be constructed under the proposed Sun Lakes Boulevard roadway extension to convey existing flow. The culverts will be multi-cell reinforced concrete box (RCB) channels with concrete straight wing walls and riprap aprons at the upstream end of each channel and vertical wing walls and concrete aprons at the downstream end. Concrete ramps will be constructed at the south end of the channels to provide maintenance access. Concrete swales and trapezoidal channels will be provided to intercept stormwater run-on from north of the Project and discharge it to the proposed channels. Existing Westward Avenue pipe culverts are to be abandoned in place when the Project is completed.

Four storm drain laterals occur in the Project: Laterals K-1 and K-2 drain to Pershing Creek and Laterals I-1 and I-2 drain to Smith Creek. Laterals K-2, I-1, and I-2 all collect street runoff via catch basins in the street, however K-2 collects run-on from north of the Project and conveys it to Line K. Catch basins will be fitted with City-approved filters to capture debris and treat post-construction runoff generated by the roadway. The Permittee has committed to participating in a regional solution for the sediment transport function of the Smith Creek watershed. The intended outcome of this regional solution is to bring the various stakeholders in this watershed together to work on a sediment management strategy to ensure sediment is transported efficiently and effectively to support ecological resources. The Permittee's commitment to this regional solution will serve as providing rehabilitation mitigation for the overall impacts from this Project[1].

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

BIRDS: burrowing owl (*Athene cunicularia*), rock pigeon (*Columbia livia*), mourning dove (*Zenaida macroura*), greater roadrunner (*Geococcyx californianus*), Anna's hummingbird (*Calypte anna*), ring-billed gull (*Larus delawarensis*), northern harrier (*Circus hudsonius*), red-tailed hawk (*Buteo jamaicensis*), barn owl (*Tyto alba*), American kestrel (*Falco sparverius*), black phoebe (*Sayornis nigricans*), Say's phoebe (*Sayornis saya*), Cassin's kingbird (*Tyrannus vociferans*), western kingbird (*Tyrannus verticalis*), loggerhead shrike (*Lanius ludovicianus*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), California horned lark (*Eremophila alpestis actia*), cliff swallow (*Petrochelidon pyrrhonota*), American bushtit (*Psaltriparus minimus*), rock wren (*Salpinctes obsoletus*), Bewick's wren (*Thryomanes bewickii*), northern mockingbird

[1] Western Riverside County Multiple Species Habitat Conservation Plan Determination of Biologically Equivalent or Superior Preservation Report Sun Lakes Boulevard Extension Project

(*Mimus polyglottos*), European starling (*Sturnus vulgaris*), house sparrow (*Passer domesticus*), house finch (*Haemorhous mexicanus*), lark sparrow (*Chondestes grammacus*), western meadowlark (*Sturnella neglecta*), hooded oriole (*Icterus cucullatus*), Brewer's blackbird (*Euphagus cyanocephalus*), blue grosbeak (*Passerina caerulea*);
PLANTS: Marvin's onion (*Allium marvinii*), many-stemmed dudleya (*Dudleya multicaulis*), annual ragweed (*Ambrosia acanthicarpa*), western ragweed (*Ambrosia psilostachya*), California sagebrush (*Artemesia californica*), mugwort (*Artemesia douglasiana*), tarragon (*Artemisia dracunculus*), mule fat (*Baccharis salicifolia*), yellow pincushion (*Chaenactis glabriuscula*), common sand aster (*Corethrogyne filaginifolia*), pinebush (*Ericameria pinifolia*), horseweed (*Erigeron canadensis*), leafy fleabane (*Erigeron foliosus*), golden yarrow (*Eriophyllum confertiflorum*), common sunflower (*Helianthus annuus*), telegraph weed (*Heterotheca grandiflora*), scale-broom (*Lepidospartum squamatum*), cliff aster (*Malacothrix saxatilis*), ladies' tobacco (*Pseudognaphalium californicum*), shrubby ragwort (*Senecio flaccidus*), small wirelettuce (*Stephanomeria exigua*), cotton thorn (*Tetradymia comosa*), rough cockleburr (*Xanthium strumarium*), fiddleneck (*Amsinckia sp.*), cryptantha (*Cryptantha sp.*), heliotrope (*Heliotropium curassavicum*), pectocarya (*Pectocarya sp.*), caterpillar phacelia (*Phacelia cicutaria*), blue elderberry (*Sambucus nigra ssp. caerulea*), sand pygmyweed (*Crassula connata*), calabazilla (*cucurbita foetidissima*), rattlesnake sandmat (*Euphorbia albomarginata*), deerweed (*Acmispon glaber*), Heermann's lotus (*Acmispon heermannii*), miniature lupine (*Lupinus bicolor*), southern California black walnut (*Juglans californica*), white sage (*Salvia apiana*), chia (*Salvia columbariae*), black sage (*Salvia mellifera*), vinegarweed (*Trichostema lanceolatum*), wishbone (*Mirabilis laevis*), California sun cup (*Camissoniopsis bistorta*), sandysoil suncup (*Camissonia strigulosa*), winecup clarkia (*Clarkia purpurea*), California poppy (*Eschscholzia californica*), showy penstemon (*Penstemon spectabilis*), dotseed plantain (*Plantago erecta*), chaparral gilia (*Gilia angelensis*), hooked navarretia (*Navarretia hamata*), California buckwheat (*Erigonum fasciculatum*), slender woolly buckwheat (*Eriogonum gracile*), curly dock (*Rumex crispus*), redmaids (*Calandrinia menziesii*), Miner's lettuce (*Claytonia sp.*), Fremont cottonwood (*Populus fremontii*), Goodding's black willow (*Salix gooddingii*), arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), tall flatsedge (*Cyperus eragrostis*), cheatgrass (*Bromus tectorum*), rabbitsfoot grass (*Polypogon mospeliensis*), purple needle grass (*Stipa pulchra*);
MAMMALS: Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), Northwestern San Diego pocket mouse (*Chaetodipus fallax*), Dulzura kangaroo rat (*Dipodomys simulans*), Bryant's/San Diego Desert woodrat (*Neotoma bryanti (lepida) intermedia*), baja mouse (*Peromyscus fraterculus*), deer mouse (*Peromyscus maniculatus*), western harvest mouse (*Reithrodontomys megalotis*), black-tailed jackrabbit (*Lepus californicus*), Audobon's (Desert) cottontail (*Sylvilagus audubonii*), California ground squirrel (*Otospermophilus beecheyi*), Botta's pocket gopher (*Thomomys bottae*), coyote (*Canis latrans*);
REPTILES: Great Basin fence lizard (*Sceloporus occidentalis longipes*), side-blotched lizard (*Uta stansburiana*), coastal western whiptail (*Aspidoscelis tigris stejnegeri*);

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of natural bed or bank; disturbance from Project activity; permanent loss of riparian habitat; change in channel cross section; restriction in sediment

transport; debris transport impedance; change in floodplain composition; loss of sediment and debris transport that supplies sediment and sand sources for wildlife habitat including downstream dune habitat; temporary and permanent loss of foraging habitat for burrowing owl and Los Angeles pocket mouse; permanent loss of potential burrow sites for burrowing owl and Los Angeles pocket mouse; the disturbance to, alteration of, and/or loss of nesting, roosting, and foraging habitat; the reduction or loss of habitat coverage, composition, and distribution; impacts to water quality; and increased impacts associated with edge-effects to local flora and fauna populations.

The Project will temporarily impact 0.09 acres and permanently impact 0.37 acres associated with Highland Wash, Smith Creek, and Pershing Creek (Exhibit 2). The Project will impact a total of 0.46 acres of stream bed, bank, and channel, which are the limits of the Project impacts authorized under this agreement (Table 1).

Table 1.

Stream Name	Temporary Impacts (acres)	Permanent Impacts (acres)
Highland Wash	0.01	0.1
Smith Creek	0.04	0.08
Pershing Creek	0.03	0.2
Total	0.09	0.37

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

1.6 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.

1.7 Notify CDFW Prior to Work. Permittee shall notify CDFW by email **at least five (5) working days prior to initiation of Project activities**. See contact information below.

1.8 Reporting of Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.

1.9 Dead or Injured Species. Permittee shall report any dead or injured CESA- or ESA- listed threatened, endangered, or fully protected species, or species of special concern found along roads or in Project areas to CDFW within 24 hours via email according to contact information below. The Permittee shall report the location, cause of death or injury, species found, and any other relevant information.

1.10 Compliance with other Agencies. The Agreement does not relieve the Permittee of responsibilities for compliance with applicable federal, state, or local laws, ordinances or grant conditions.

1.11 Work According to Plans. Final stamped engineered design plans shall be submitted to CDFW **a minimum of 30 days prior to start of Project activities**, for review by CDFW prior to Project start. The final plans shall be based on the Project design plans submitted to CDFW in the notification package. If the submitted Project plans differ substantially from the Project description, Permittee shall provide CDFW a detailed, written description of the changes made. CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project if the Project designs have changed from those submitted in the Notification Package.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

General Wildlife Protection and Prevention Measures

2.1 Designated Biologist(s) and Biological Monitor(s). Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities **at least 30 days** before initiating ground- or vegetation- disturbing activities. Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Optional CDFW biologist resume form available here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869.

2.1.1 A qualified Designated Biologist(s) is an individual who holds a bachelor's degree from an accredited university and 1) is knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of sensitive species.

2.1.2 A Biological Monitor(s) is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level biological monitoring, be able to recognize species that may be present within the Project area and be familiar with the habitats and behaviors of those species.

2.2 Responsibility of the Designated Biologist(s). The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this

Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.

2.3 Authority of Designated Biologist(s). To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they shall halt construction and notify the appropriate agencies immediately. Unless authorized by CDFW, the Designated Biologist(s) shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).

2.4 Authority of Biological Monitor(s). The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats.

2.5 Delineate Work Area Boundary. In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats **prior to start of Project activities**. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.6 Environmentally Sensitive Areas. The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the ‘standard work area boundary’ materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.7 Wildlife Species. To avoid impact to any non-listed wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project

area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat near the site of capture.

2.8 Educational Program. Permittee shall conduct an education program (Education Program) for all persons employed or otherwise working on the Project **prior to performing any work on site**. The Education Program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the biology of the habitats and species identified in this Agreement and present at the Project site. The Designated Biologist(s) shall also include as part of the Education Program information about the distribution and habitat needs of any protected species that may be present, legal protections for those species, penalties for violations and Project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on site. The Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on site. Upon completion of the Education Program, employees shall sign a form stating they attended the Education Program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request. The Education Program shall be repeated annually for part of the Project extending more than one (1) year. Copies of the Education Program's materials shall be maintained at the Project site for workers to reference as needed.

2.8.1 Invasive Species Education Program. Permittee shall include an invasive species education program for all persons working on the Project **prior to the performing any work on site**. The invasive species education program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the invasive species currently present within the Project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program shall also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

2.9 Daily Clearance Survey. Before the start and end of daily Project activities. The Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.

2.9.1 Excavated Areas. At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.

2.9.2 Check for Wildlife in Pipes/Construction Materials. Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry.

2.10 Lighting and Fencing. No lighting shall be allowed to impact Highland Wash, Smith Creek, and Pershing Creek, or other avoided natural space areas. Lighting and fencing for infrastructure adjacent to these areas shall be designed or reviewed by a qualified biologist to allow wildlife to move within the streams and avoided natural areas without hindrance.

Nesting Bird Protection

2.11 Nesting Birds. It is the Permittee's responsibility to avoid impacts to nesting birds. Permittee shall ensure that impacts to nesting birds are avoided by assigning a Designated Biologist to complete pre-construction surveys, determine/establish appropriate avoidance and minimization measures, and monitor the efficacies of these measures. The Designated Biologist must have experience with conducting bird surveys using appropriate survey methodology (e.g., Ralph et al. 1993[2]) and United States Fish and Wildlife Service [USFWS] and/or CDFW-accepted species-specific survey protocols, available here: https://wildlife.ca.gov/conservation/survey-protocols; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and

[2] Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring land birds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

breeding territories, and identifying nesting stages and nest success (e.g., Martin and Geupel 1993[3])

2.11.1 Nesting Bird Pre-construction Surveys. Surveys shall be conducted by the Designated Biologist at the appropriate time of day/night, during appropriate weather conditions, **within three (3) days prior to the initiation of Project activities** addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of area subject to this Agreement; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist shall monitor the nest for one hour (four hours for raptors during the non-breeding season) prior to approaching the nest to determine status. The Designated Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW at least one business day prior to commencement of Project activities. Results of ongoing monitoring surveys shall be provided to CDFW upon request.

2.11.2 Buffers. When an active nest is confirmed, the Designated Biologist shall immediately establish a conservative buffer surrounding the nest based on their best professional judgement and experience. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist shall document baseline behavior, stage of reproduction, and existing site

[3] Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. Journal of Field Ornithology 64:507-514.

conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. The Designated Biologist shall monitor the nest at the onset of Project activities addressed by this Agreement, and at the onset of any changes in Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist determines that Project activities may be causing an adverse reaction, the Designated Biologist shall adjust the buffer accordingly.

2.11.3 Ongoing Monitoring. The Designated Biologist shall be onsite daily to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist shall document the status of all existing nests, including the stage of reproduction and the expected fledge date. If a nest is suspected to have been abandoned or failed, the Designated Biologist shall monitor the nest for a minimum of one hour (four hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist may approach the nest to assess the status.

2.11.4 Securing Site. The Permittee, under the direction of the Designated Biologist, may also take steps to discourage nesting on the Project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist shall ensure that none of the deterrent materials pose an entanglement risk to birds or other species. The Designated Biologist shall include a detailed account of any steps taken to discourage nesting within the Project site in the summary reports.

2.11.5 Reporting. The Designated Biologist shall be responsible for providing summary reports, where relevant, to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours of detection.

Burrowing Owl Protection

2.12 Burrowing Owl. Permittee shall ensure that impacts to burrowing owls are avoided through the implementation of pre-construction surveys, ongoing monitoring, and if necessary, establishment of minimization and mitigation measures.

2.12.1 Focused Survey for Burrowing Owls. Because the burrowing owl habitat assessment identifies suitable burrowing owl habitat onsite, Permittee

shall have a qualified Designated biologist, pre-approved by CDFW, perform a survey for burrowing owls **between 30 and 60 days** prior to any Project impacts. If the Project site is in within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Burrowing Owl Survey Area, the following is required. A minimum of one site visit must occur, but additional visits may be warranted depending on the results of the first site visit. Surveys conducted during the breeding season March 1 - August 31 are required to describe if, when, and how the site is used by burrowing owls. All surveys shall be conducted as described in Parts A and B below. Surveys shall be conducted during weather that is conducive to observing owls outside their burrows and detecting burrowing owl sign. Surveys will not be accepted if they are conducted during rain, high winds (> 20 mph), dense fog, or temperatures over 90 °F. Part B surveys shall be conducted in the morning one hour before sunrise to two hours after sunrise or in the early evening two hours before sunset to one hour after sunset. Count and map all burrowing owl sightings, occupied burrows, and burrows with owl sign. Record the location of all owls including numbers of pairs and juveniles and any behavior such as courtship and mating. Map the extent of all suitable habitat. Owl signs may not be detectable if surveys under Part A are conducted within 5 days following rain. Absence of burrowing owl sign cannot be used to confirm absence of the species if the focused burrow survey (Part A) is conducted within 5 days of rain; therefore, in this instance, completion of all four focused burrowing owl surveys (Part B) is required.

Part A: Focused Burrow Surveys
A focused burrow survey that includes natural burrows or suitable man-made structures needs to be conducted as described below.

1. A systematic survey for burrows including burrowing owl sign shall be conducted by walking through suitable habitat over the entire survey area (i.e., the Project site and within 150 meters). Pedestrian survey transects need to be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approximately 100 ft.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey Projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys.

2. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl signs, and any owls observed shall be recorded and mapped, including GPS coordinates. If the survey area contains natural or man-made structures that could

potentially support burrowing owls, or owls are observed during the burrow surveys, the systematic surveys shall continue as described in Part B. If no potential burrows are detected, no further surveys are required. A written report including photographs of the Project site, location of burrowing owl habitat surveyed, location of transects, and burrow survey methods shall be prepared and submitted to CDFW.

Part B: Focused Burrowing Owl Surveys
Focused Burrowing Owl Surveys shall consist of site visits on four separate days at least one week apart. The first one may be conducted concurrent with the Focused Burrow Survey.

1. Upon arrival at the survey area and prior to initiating the walking surveys, surveyors using binoculars or spotting scopes shall scan all suitable habitat, location of mapped burrows, owl sign, and owls, including perch locations to ascertain owl presence. This is particularly important if access has not been granted for adjacent areas with suitable habitat.

2. A survey for owls and owl sign shall then be conducted by walking through suitable habitat over the entire Project site and within the adjacent 150 m (approx. 500 feet), if permission to access the buffer area has been obtained. These “pedestrian surveys” should be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approx. 100 feet.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys. It is important to minimize disturbance near occupied burrows during all seasons.

3. If access is not obtained, then the area adjacent to the Project site shall also be surveyed using binoculars or spotting scopes to determine if owls are present in areas adjacent to Project site. This 150-meter buffer zone is included to fully characterize the population. If the site is determined not to be occupied, no further surveys are required except as described below.

2.12.2 Burrowing Owl Focused Survey Results. Permittee shall submit the survey methodology and results **within ten days** of survey completion and at least **twenty-one days prior** to commencement of Project activities addressed by this Agreement to CDFW Inland Deserts Region at the address below under Contact Information. Results shall discuss the survey methodology, transect width, duration, conditions, and results

of the survey. Appropriate maps showing burrow locations shall be included. If the report indicates further surveys are not required, then the report should state the reason(s) why further focused burrowing owl surveys are not necessary.

2.12.3 Burrowing Owl Pre-Construction Inspection. If burrows or suitable burrowing owl habitat is found onsite, Permittee shall have a qualified biologist, pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of owl activity within **three (3) days prior** to any ground disturbing or site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl signs at burrow entrances such as pellets, whitewash or other "ornamentation," feathers, prey remains, etc. If owl presence is difficult to determine, Permittee shall monitor the burrows with motion-activated trail cameras for at least 24 hours to evaluate burrow occupancy. If it is evident that the burrows are actively being used, Permittee shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan. CDFW shall be notified in writing of detection of active burrows **within three (3) days**.

2.12.4 Burrowing Owls Observed During Construction. If burrowing owls are observed within Project Site(s) during Project implementation and construction, Permittee shall notify CDFW immediately in writing at the address below under Contact Information (reference SAA# EPIMS-RIV-54902-R6). Further, Permittee shall be responsible for implementing appropriate avoidance and mitigation measures, including burrow avoidance, passive or active relocation, or other appropriate mitigation measures as identified in the Burrowing Owl Plan.

2.12.5 Burrowing Owl Plan. If burrowing owls are detected on the Project site, the Permittee shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval **at least 30 days prior to** initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Owl Plan shall be submitted to CDFW for review and approval **within two weeks of detection** and no Project activity shall continue within 1000 feet of the burrowing owls until CDFW approves the Burrowing Owl Plan. The Burrowing Owl Plan shall describe proposed avoidance, relocation, monitoring, minimization, and/or mitigation actions. If the site is within an MSHCP Criteria Area, then at least 90 percent of the area with long-term conservation value shall be included in the MSHCP Conservation Area. If the Project site (including adjacent areas) supports three or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs shall be conserved onsite. The Burrowing Owl Plan shall include the number

and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.

Crotch's Bumble Bee

2.13 Crotch's Bumble Bee – Habitat Mapping. **No less than 120 days prior** to the initiation of activities addressed by this Agreement, Permittee shall complete and submit to CDFW for review and comment a baseline habitat mapping report encompassing Fish and Game Code section 1602 resources (including channel side slopes) identified under this Agreement. Mapping will identify habitat alliances following Sawyer et al. (2009[1]) and the report will identify species composition for each mapped alliance. Results of the habitat mapping effort shall be submitted to CDFW.

2.14 Crotch's Bumble Bee – Surveys. If the habitat mapping addressed by this agreement identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia,* and/or *Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Permittee shall:

2.14.1 Retain an appropriately qualified biologist to prepare a draft survey plan, and conduct surveys for Crotch's bumble bee. The name and qualifications of the proposed biologist shall be submitted to CDFW for review and comment prior to preparation of the draft survey plan or commencement of surveys. The qualifications shall clearly identify direct experience conducting surveys for and identification of Crotch's bumble bee.

2.14.2 **No Less than 90 days prior to initiation of Project activities within suitable habitat addressed by this Agreement**, the qualified biologist shall prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. Survey methodology shall generally follow the U.S. Fish and Wildlife Service protocol for the Rusty Patched bumble bee (USFWS 2019[2]). Crotch's bumble bee are typically active between March and September, with peak activity coinciding with peak forage blooming periods. CDFW recommends the completion of multiple surveys, coinciding with the peak blooming periods of the plant genera as listed above. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be

detected within the Project area. The survey plan shall be submitted to CDFW.

2.14.3 The qualified biologist shall complete surveys for Crotch's bumble bee, following the CDFW-reviewed survey plan. Following completion of surveys, and **no less than 30 days prior to initiation of Project activities within suitable habitat addressed by this Agreement, survey results shall be submitted to CDFW** for review and comment. Survey results will describe the number and timing of surveys, and results of survey efforts. **If Crotch's bumble bee are detected during surveys, Project activities shall NOT occur in any occupied habitat areas and the qualified biologist shall immediately notify CDFW** via the email addresses and phone number listed below under Contact Information. Focused surveys conducted within the year of signing this Agreement shall be valid until January 31 of the following year. Delay of ground disturbance following after January 31 shall result in the Permittee resurveying the area for CBB.

2.14.4 Permittee shall conduct flight/forage and nest search surveys for the species in the following manner:

2.14.4.1 Surveys shall be conducted during the appropriate season, between February 1 and October 31.

2.14.4.2 Work sites containing any one or more of the following habitat requisites shall be surveyed: flowering vegetation, any potential preferred nectar plants, small mammal burrows, bunch grasses, thatch, brush piles, old bird nests, dead trees.

2.14.4.3 During the flight survey effort, if bumble bees are observed using any animal burrow entrances, the approved qualified biologist will block/cover any burrow entrance with a sandbag/jar/vial (or similar) of appropriate size and return in 30 minutes to determine if the bees are potential Crotch's bumble bee and if a potential nest could be present. If bumble bees are observed using bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollowed logs, the resource area will be flagged and monitored by the approved qualified biologist for 15 minutes to determine if a potential nest could be present.

2.14.5 To reduce potential impacts to Crotch's bumble bee to the greatest extent feasible the following measures shall be included in the Crotch's bumble bee survey plan:

2.14.5.1 If during vegetation removal and ground clearing activities an overwintering or dead Crotch's bumble bee is observed,

activities shall immediately stop, and a 100 ft Environmentally Sensitive Area boundary will be erected around the spot where the bee was found. A Crotch's bumble bee approved qualified biologist will be notified and will evaluate the site where the bee was found. CDFW will be immediately notified thereafter for consultation.

Best Management Practices

2.15 Best Management Practices. Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non- native plant materials. Fiber rolls or erosion control mesh shall be made of loose- weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.

2.15.1 If work is performed within the stream channel during the winter storm period, the Permittee shall monitor the five (5) day weather forecast. If it is forecasted for any precipitation, work activities shall involve the securing of the site, so as no materials may enter or be washed into the stream. The site shall be completely secured one (1) day prior to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.

Equipment and Vehicles

2.16 Equipment and Vehicles. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. No equipment maintenance shall be done within or near any stream,

channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.17 Clean Equipment Prior to Entering Area Regulated by Agreement. All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris. The Permittee shall follow equipment washing guidelines certify that decontamination, as specified in the sub-measures below, has been completed, and shall require operator of equipment to re-certify equipment upon reentry to areas by this Agreement after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement.

2.17.1 Clean and Inspect Equipment Prior to Entering Stream. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure pollutants and non-natives are not introduced into mitigation areas or spread throughout Project sites.

2.17.2 Decontamination of Project Equipment. Prior to initially entering, and upon reentering areas subject to the this Agreement, Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils. Permittee shall decontaminate Project gear and equipment utilizing one of four methods: drying, using a hot water soak, hot-water pressure washing, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach areas and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using hot water, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes or by pressure washing with hot water 140°F minimum at the point of contact or 155°F at the nozzle. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.

2.17.3 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated

location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.

2.18 Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.

2.19 Staging and Storage Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.

Trash and Pollution Measures

2.20 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each work day to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of Project activities within each Project location, Permittee shall remove and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

2.21 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.21.1 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil may be washed back into a lake, streambed, or flowing stream where it may impact streambed habitat and aquatic or riparian vegetation.

2.21.2 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.

2.21.3 No equipment maintenance shall be done within or near any lake,

streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.22 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified within 24 hours by the Permittee and consulted regarding clean-up procedures.

Invasive Species

2.23 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: https://www.cal-ipc.org/plants/inventory/.

2.24 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: https://wildlife.ca.gov/Conservation/Invasives/Report) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440- 9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

Diversion Plan

2.25 Diversion Plan. If Project activities are proposed to occur at any time when flowing water is present or reasonably anticipated, Permittee shall submit to CDFW for review and approval a water diversion/dewatering plan **a minimum of 30 days before initiating Project activities** involving water diversion.

Downstream Flow

2.26 Maintain Pre-Project Flows. Permittee shall design all flow conveyance structures to maintain downstream timing and volume of flows to Highland Wash, Smith Creek, and Pershing Creek, to pre-Project flow patterns. Permittee shall ensure turbidity, siltation, or pollution is not increased to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have occurred. Normal flow shall be restored to the affected stream immediately upon completion of work at that location. Permittee shall monitor downstream conditions to ensure pre-Project flow patterns are maintained.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall provide mitigation for permanent and

temporary impacts through measure 3.1, 3.2, and an option between 3.3 or 3.4 and each sub-measure thereafter.

3.1 Habitat Restoration – On-site (On-site Temporary Restoration). To compensate for the temporary impacts of 0.09 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall restore no less than 0.18 acres of in-kind streambed and associated habitat.

3.1.1 Restoration of Temporary Impacts. Upon completion of construction activities, Permittee shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials/refugia moved during Project activities. Photo documentation and reporting of restoration efforts will be included in the Project Completion Report.

3.2 Development of Memorandum of Understanding. Permittee shall enter into a Memorandum of Understanding (MOU) with the members of the 'Smith Creek Stakeholder Group' within **6 months** of Project completion. The objective of the MOU is to collectively develop an Action Plan that is agreeable to all parties. The action plan will include, but is not limited to, funding responsibilities, restoration goals, long-term monitoring and testing goals, schedule of updates to resource agencies, goals for maintenance, and adaptive management strategies. Additional details on items included in the action plan are described below, but are subject to change based on the agencies' decisions:

3.2.1 Five-Year Study. The MOU's Action Plan shall include a 5-year study that monitors the function of the Project's catch basins and corridor in its developed condition (annual reports shall be provided over the course of the 5-year study to demonstrate consistency or change in sediment distribution over time as part of the MOU's schedule of updates to resource agencies). The study shall describe the methods used to collect data on the system's sediment transport function and potential flaws in the methods used. Methods may include activities such as: repetitive channel elevation surveys; discharge and turbidity measurements; streambed material or condition characterization; bedload and suspended load sampling or rating curves; or other acceptable quantitative methods.

3.2.2 Adaptive Management Strategies. The MOU's Action Plan shall utilize the data collected from the 5-year monitoring plan and compare the function of the developed Project area to the historical transport function of Smith Creek. If it is determined that the sediment distribution has lowered, the Action Plan shall propose adaptive management strategies necessary for maintaining sediment distribution equilibrium. These adaptive management strategies shall then be included in the completion of a

Sediment Restoration Plan that will be used in perpetuity.

3.2.3 Development of Sediment Restoration Plan The MOU's Action Plan shall include a Sediment Restoration Plan that will assist in monitoring, recording, and maintaining the amount of sediment conveyed past the downstream end of the Project site as well as the overall Smith Creek system.

3.2.4 Maintenance of Culverts. Maintenance inspections of the reinforced concrete box (RCB) culverts shall be included as part of the Sediment Restoration Plan. Maintenance inspections are proposed to occur regularly (at a minimum annually) prior to flood season and after any significant runoff event. Accumulated debris and sediment at the RCB opening and support piers would be monitored and transported downstream in the absence of sediment flow.

3.3 Habitat Rehabilitation and Enhancement – Offsite (Mitigation Site). Permittee shall compensate for permanent impacts of 0.37 acres to stream bed, bank, and channel, through the acquisition, and perpetual conservation and management of a "Mitigation Site", or several mitigation sites, containing no less than 1.3 acres of streambed and stream-associated habitat within Western Riverside County.

The Permittee shall prepare, or fund the preparation of, a Habitat Mitigation and Monitoring Plan (HMMP;) to be reviewed and approved by CDFW; and a Long-Term Management Plan (LTMP;) designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity. Permittee shall also establish long-term management funding. Permanent protection and funding for perpetual management of Habitat Management lands must be complete **prior to initiation of Project activities, or within 18 months of starting Project activities if Security is provided** for all uncompleted obligations.

3.3.1 Habitat Acquisition and Protection. Permittee shall obtain written approval from CDFW for the proposed Mitigation Site(s) with a minimum of 1.3 acres of offsite streambed and stream-associated habitat. Permittee shall submit a proposed Mitigation Site, including pertinent biological resources information and a preliminary title report, for CDFW review and approval **no later than five months prior to the start of Project activities OR four months following start of Project activities if Security is provided.**

3.3.2 Mitigation Site Conservation Easement. **After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**. Permittee shall provide to CDFW, for review and approval, a draft Conservation Easement (CE) prepared using a CDFW-provided CE template, a preliminary title report, and a Phase I environmental assessment. Permittee shall also provide the necessary documents specified in the *CDFW Habitat Management Land Acquisition*

Package Checklist for Third Party Beneficiary (TPB) Project Applicants or a revised version to be provided by CDFW, in preparation for conservation easement(s) recordation. All documents conveying the Mitigation Site(s) and all conditions of title are subject to the review and approval of CDFW prior to recordation of the CE. Permittee shall ensure the preservation and long-term management of the CDFW-approved 1.3 acres of streambed and stream-associated habitat within the Mitigation Site(s) through recordation of a conservation easement(s). Permittee shall record a CE approved by CDFW with an entity, to be approved by CDFW in its sole discretion, acting as grantee for the CE. Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the grantee is proposed. CDFW shall be expressly named in the CE as a third-party beneficiary. The CE shall expressly require implementation of the LTMP by the grantor, and land manager, as authorized by the grantor and landowner, and shall expressly require the grantee to monitor implementation of the LTMP. Permittee shall record the CE after CDFW approval of the CE and all associated documents **prior to the start of Project activities OR within 18 months following start of Project activities if Security is provided.** Permittee shall be responsible for all costs associated with the CE, including recording, CE monitoring, and long-term management costs.

3.3.3 Mitigation Site Land Manager. **After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**, Permittee shall obtain CDFW approval of a land manager entity to manage the Mitigation Site. Permittee shall identify separate entities to fulfill the grantee and land manager roles and **shall not identify the same entity to fulfill both roles.** Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the land manager is proposed. Permittee shall also obtain CDFW approval of an interim Mitigation Site land manager if they are different than the long-term Mitigation site manager. The interim and/or long-term land managers may be the landowner or another party approved by CDFW. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW, for review and approval, of any subsequent changes in the land manager within 30 days of the change.

3.3.4 Start-Up Activities. Permittee shall provide for the implementation of start-up activities, including the initial site protection of the CDFW-approved Mitigation Site(s). Start-up activities include, at a minimum: 1) preparing both a HMMP and a LTMP for CDFW approval, 2) conducting baseline biological assessment and land survey report during the first growing season, 3) developing and transferring to the Geographic Information Systems (GIS) data if applicable, 4) establishing initial fencing (if

necessary), 5) conducting initial removal of litter and debris, and 6) installing signage.

3.3.5 Habitat Mitigation and Monitoring Plan. After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities **if Security is provided,** Permittee shall submit to CDFW for review and written approval a Habitat Mitigation and Monitoring Plan (HMMP). At a minimum, the HMMP shall include the following:

3.3.5.1 Restoration Specialist. Preparation of the HMMP shall be by persons with expertise in southern California ecosystems and native plant re-vegetation techniques (restoration specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the restoration specialist familiar with restoration of native plants.

3.3.5.2 Site Description. A description of the physical conditions and vegetation communities including a map and GIS shapefiles. Photo-documentation of restored areas shall be provided before and after restoration.

3.3.5.3 Planting Plan. Details of the site preparation consisting of a detailed contouring/grading plan and details of native plant installation (Planting Plan), including the type and number of materials to be used (e.g., local native seeds, cutting, and/or container stock), source(s) of the materials, planting location, methods of installation, and a local California native plant palette. This Planting Plan shall include plantings of both overstory and understory vegetation as appropriate. All seeded/planted species installed shall include only local California native container plants and cuttings and shall be typical of the existing native plant species present within, or immediately adjacent to the site. The Planting Plan shall have adequate detail regarding the sampling plan so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology.

3.3.5.4 Native Plant Sources. Plant material for revegetation shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from randomly selected native trees and shrubs occurring locally within the same drainages. Any replacement tree/shrub stock, if used, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart

rot.

3.3.5.5 Sampling Techniques. The sampling techniques (e.g., quadrats, transects, or relevé) to be used to collect quantitative/qualitative data (e.g., vegetation relative/absolute cover, density, diversity indices, recruitment, survivorship, etc.) for baseline conditions and to establish and measure success criteria.

3.3.5.6 Survey Timing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover, and growth of plants) shall be conducted at a minimum twice annually, preferably in May and September.

3.3.5.7 Maintenance Activities. A description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules; details on any irrigation to be used, if applicable, that includes method of watering; sprinkler placement, if applicable; and timing/schedule; irrigation may only be used to help the plants become established during the first three years following planting. Watering/ irrigation of the site shall be discontinued at least two years prior to completion of the monitoring period.

3.3.5.8 Corrective Actions: A description of corrective actions to be taken when restoration measures do not meet the proposed targets.

3.3.5.9 Success Criteria. The HMMP shall identify the success criteria for the Mitigation Site and shall be compared against an appropriate reference site with as good or better-quality habitat then the pre-Project impact site. The reference site shall be approved by CDFW. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW. Permittee shall be responsible for any cost incurred during the restoration/mitigation or in subsequent corrective measures.

3.3.5.10 Reporting. Permittee shall have the qualified restoration specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year as outlined in the HMMP, through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least 5 years and until mitigation success criteria have been met. This report

shall include the status and any success trends (i.e., comparison throughout the 5 years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.

3.3.5.11 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it was used.

3.3.5.12 Property Analysis Record for Establishment and Success of Restoration Site. The Permittee shall prepare a Property Analysis Record (PAR), or PAR-equivalent analysis (hereinafter "Habitat Restoration PAR") negotiated with the approved restoration ecologist to calculate the amount of funding necessary to ensure planning and engineering, restoration, monitoring, and legal fees for the establishment and success of mitigation sites subject to this Agreement. The analysis should include but is not limited to funding for adaptive invasive species management, trespass, monitoring, and fire management. Permittee shall submit the results of the Habitat Restoration PAR to CDFW for review and approval.

3.3.6 Mitigation Site Long Term Management Plan. **After CDFW approval of the mitigation Site and no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided,** Permittee shall provide a Long-Term Management Plan (LTMP) to CDFW for review and written approval. The LTMP be implemented in perpetuity and shall be designed to sustain or surpass the habitat quality of the Mitigation Site(s) upon achieving HMMP success criteria as approved by CDFW in writing. At a minimum, the LTMP shall identify: 1) a description of the physical conditions of the Mitigation Site upon achieving HMMP success criteria, including water resources and habitat types, and a map that identifies the location of the site; 2) goals related to sustaining habitat quality, wildlife usage, and overall function of the Mitigation Site; and 3) specific tasks and management strategies proposed to meet those goals, including but not limited to fencing, invasive species management, trash and trespass control, and resource monitoring using a monitoring and management schedule, adaptive management plans, strategies to address foreseeable site disturbances (e.g., dumping, wildfires, unauthorized recreational activities, etc.), and maintenance of signage and fencing. The Permittee shall be responsible for implementing the LTMP and shall submit a Management Report every five years documenting, at a minimum: 1) management activities completed within the previous five-year term,

including: (a) any remedial measures completed, (b) details of invasive species management including: (i) species and location where they were treated and/or removed, (ii) the amount and frequency of removal, and (iii) the techniques used, (c) fencing information (d) resource monitoring, adaptive management strategies developed and how they were implemented, and (d) enforcement activity necessary; 2) an assessment of overall habitat quality within the Mitigation Site, including: (a) any changes to native and non-native vegetation cover, (b) any shifts in habitat type, (c) any loss of habitat cover, (d) any change in water resources, and (e) any new invasive species observed; and 3) an evaluation of the success or failure of management strategies implemented and any changes to management strategies proposed in response to the successes or failures. The Management Report shall include photos documenting the management activities.

3.3.7 Mitigation Site Endowment Fund. Permittee shall ensure that the Mitigation Site is perpetually managed, maintained, and monitored by the land manager as described in this Agreement, the CE, and the LTMP approved by CDFW. After obtaining CDFW approval of the Mitigation Site, Permittee shall provide long-term management funding for the perpetual management of the Mitigation Site by establishing a separate long-term management fund (Endowment) for the site. The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, invasive species control (as needed), monitoring, and other activities on the Mitigation Site consistent with the management plan(s) required by Measure 3.3.4. Endowment as used in this Agreement shall refer to the endowment deposit and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the Mitigation Site according to LTMP. The long-term land manager shall be obligated to manage and monitor the Mitigation Site in perpetuity to preserve their conservation values in accordance with this Agreement, the CE, and the LTMP. Such activities shall be funded through the Endowment.

3.3.8 Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be an entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its

approval or disapproval of the proposed Endowment Manager. If CDFW does not approve the proposed Endowment Manager, it shall provide Permittee with a written explanation of the reasons for its disapproval.

3.3.9 Endowment Funds Deposit. After obtaining CDFW written approval of the Mitigation Sites, LTMP, and Endowment Manager, Permittee shall prepare in coordination with the land manager, a Long-Term Management Endowment PAR (or PAR-equivalent analysis) to calculate the amount of funding necessary to ensure the long-term management of the Mitigation Site (Endowment Deposit Amount) consistent with the LTMP and **to fund the grantee for CE monitoring**. The Permittee shall submit to CDFW for review and approval the results of the Long-Term Management Endowment PAR before transferring funds to the Endowment Manager and **no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided.**

3.3.10 Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the Long-Term Management Endowment PAR and adjust for any additional administrative, periodic, or annual fee. The capitalization rate used to calculate the PAR shall be 3.5% or less, unless otherwise approved in writing by CDFW.

3.3.11 Endowment Buffers/Assumptions. Permittee shall include in the Long-Term Management Endowment PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

3.3.11.1 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

3.3.11.2 Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

3.3.11.3 Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

3.3.12 Transfer Long-term Endowment Funds. Permittee shall transfer the Long-Term Endowment Funds to the Endowment Fund Manager upon CDFW approval of the Endowment Deposit Amount identified above **prior to the**

start of Project activities OR within 18 months following start of Project activities if Security is provided. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

3.4 Security. If permanent protection and funding for perpetual management of compensatory habitat is not complete prior to the initiation of Project activities, Permittee shall provide financial security in the form of a Letter of Credit (LOC) (LOC Form provided upon request), or other form of security approved by CDFW, for an amount sufficient for CDFW or its contractors to complete land acquisition, property enhancement/restoration, initial management and site protection, and perpetual management and monitoring of the 1.3-acre Mitigation Site. The LOC shall be submitted to CDFW for approval and shall be executed no later than 30 days prior to initiation of Project activities.

3.4.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC, or other form of security approved by CDFW, to CDFW at the address listed below for review and approval [no later than 60 days prior to initiation of Project activities and] prior to execution of security. The LOC shall not be executed without CDFW's prior approval.

3.4.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least sixty (60) days prior to the expiration date.

3.4.3 Execution of LOC. If CDFW will hold a cash security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form. Otherwise, upon execution of the LOC, or other form of security approved by CDFW, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

3.4.4 The LOC, or other form of security approved by CDFW, shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to complete the compensatory mitigation measures of this Agreement.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification at the Start and End of Work. The Permittee shall notify CDFW, in writing, at least five (5) days prior to re-initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities. Permittee shall document compliance with all pre-Project Conditions of Approval

before starting work through submitting a copy of the MMRP table with notes showing current implementation status and date of completion of each mitigation measure. Notification shall be sent to the email address: R6LSAReporting@wildlife.ca.gov, Reference # EPIMS-RIV-54902-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.

4.2 Reporting. All surveys, pre- and post- construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted in digital copy to R6LSAReporting@wildlife.ca.gov. Please reference # EPIMS-RIV-54902-R6 and cc: Enola.Fulgencio@wildlife.ca.gov. The electronic files shall include GIS shapefiles, along with the appropriate metadata, of the Project area and any mitigation areas. If CDFW requests hard copies of any documentation, Permittee shall mail hard copies to 3602 Inland Empire Blvd., Suite C-220, Ontario, CA 91764, Attn: Lake and Streambed Program. Please reference # EPIMS-RIV-54902-R6.

4.3 List of Designated Biologist(s). The Permittee shall submit a proposed list of Designated Biologist(s) to CDFW for review at least 30 days prior to Project start. CDFW will provide a written response within 21 days of Permittee submittal, unless a shortened review period is otherwise agreed to by CDFW in writing (email or letter). The list may be updated at any time by CDFW or the Permittee with the prior approval of CDFW.

4.4 Nesting Bird and Burrowing Owl Survey Report. Prior to commencement of Project activities addressed by this Agreement, the Permittee shall submit to CDFW the results of pre-construction nesting bird and burrowing owl surveys completed pursuant to this Agreement.

4.5 Nesting Bird Summary Report. Permittee shall prepare and submit to CDFW a summary of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.

4.6 Crotch's Bumble Bee – Habitat Mapping Report. No less than 120 days prior to initiation of activities addressed by this Agreement, Permittee shall submit a baseline habitat report of the project site (including channel side slopes). The report will identify habitat alliances following Sawyer et al. (2009), as well as species composition. A map of habitat alliances will be included in the report and GIS files of the habitat mapping will be submitted to CDFW with the report.

4.7 Crotch's' Bumble Bee – Survey Plan. If habitat mapping identifies the presence of suitable habitat, no less than 90 days prior to initiation of project activities addressed by this Agreement, Permittee shall submit to CDFW for review and

comment a survey plan for Crotch's' bumble bee. The survey plan shall be created in coordination with the Designated Biologist. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's' bumble bee be detected within the project area.

4.8 Crotch's' Bumble Bee – Survey Results. Survey results shall be submitted to CDFW within 30 days completion of survey efforts. The report will be prepared by the Designated Biologist and will describe survey results.

4.9 Diversion Plan. If Project activities are proposed at any time when flowing water is present, or reasonably anticipated, no later than 30 days prior to commencement of Project activities addressed by this Agreement, Permittee shall submit to CDFW for review and approval a detailed water diversion/dewatering plan. Dewatering structures may include the use of sand bags, Port-a dams, water bladder dams, K-rails, or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. Permittee may not commence dewatering of a stream/diversion of water without explicit approval from CDFW.

4.10 Sediment Transport Plan. As part of the Permittee's commitment to the sediment transport function of the Smith Creek watershed and the completion of a Memorandum of Understanding (MOU), the Sediment Transport Plan shall implement a 5-year monitoring plan to ensure that, in the developed condition, the catch basins and corridor are functioning properly and the specified sediment quantities are being conveyed downstream to the property boundary and beyond. Annual reports shall be submitted to CDFW by January 31 each year quantifying the amount (ton/year) of sediment leaving the Project site.

4.11 On-site Resource Updates. Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any adjustments made to applied avoidance, minimization, and mitigation measures, and any other pertinent information. Summaries shall be submitted on a monthly basis during periods of Project activity until Project completion or monitoring is complete. Monitoring reports of any passively relocated species shall also be included. The updates shall be provided to CDFW as a Status Report in EPIMS, and any unsupported file type shall be emailed to the addresses below. CDFW may adjust the rate of updates in writing. If the Project results in the abandonment of or damage to a resource, Permittee shall notify CDFW within 24 hours via phone call or email at the contact information listed below.

4.12 Photo Documentation. The Permittee shall include, at minimum, pre-Project and post-Project color photographs taken from fixed locations of all Project areas within or directly adjacent to stream habitat. Two photo monitoring points shall be established at each stream impact area. Each photo point shall have an unobstructed view of the disturbed streambed area. Photo documentation shall be performed from each photo point prior to Project initiation and after Project completion. These photos shall be included in the Project Completion Report.

4.13 Project Completion Report. Permittee shall provide a Project Completion Report to CDFW via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. This report shall include, at minimum, photo documentation, avoidance/minimization measures implemented, biological survey notes (including construction monitoring), and a summary of temporary and permanent restoration efforts with photo documentation. Permittee shall include a copy of the Mitigation and Monitoring Reporting Plan table with notes showing status and date of implementation for each of the mitigation measures. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-RIV-54902-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.

4.14 Notification to CNDDB. If any special-status or listed species are/have been observed on or in proximity to the Project site, Permittee shall submit California Natural Diversity Data Base (CNDDB) forms and maps to the CNDDB within five working days of the sightings. The CNDDB form is available online at: https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data. A digital copy of this information shall also be emailed within five days to CDFW. Please reference Notification No. EPIMS-RIV-54902-R6.

4.15 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

City of Banning
Attn: Nathan Smith
EPIMS-RIV-54902-R6
Sun Lakes Boulevard Extension Project
99 East Ramsey Street
Banning, CA 92220
nsmith@banningca.gov

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
EPIMS-RIV-54902-R6
Sun Lakes Boulevard Extension Project
R6LSAReporting@wildlife.ca.gov
cc: Enola.Fulgencio@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take

of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the

expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall expire on August 6, 2030, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Exhibit 1. Regional Location of Sun Lakes Boulevard Extension Project (Project)

Exhibit 2. Project Site Map Location of Sun Lakes Boulevard Extension Project (Project)

Exhibit 3. Mitigation Monitoring and management Plan (MMRP)

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit 1

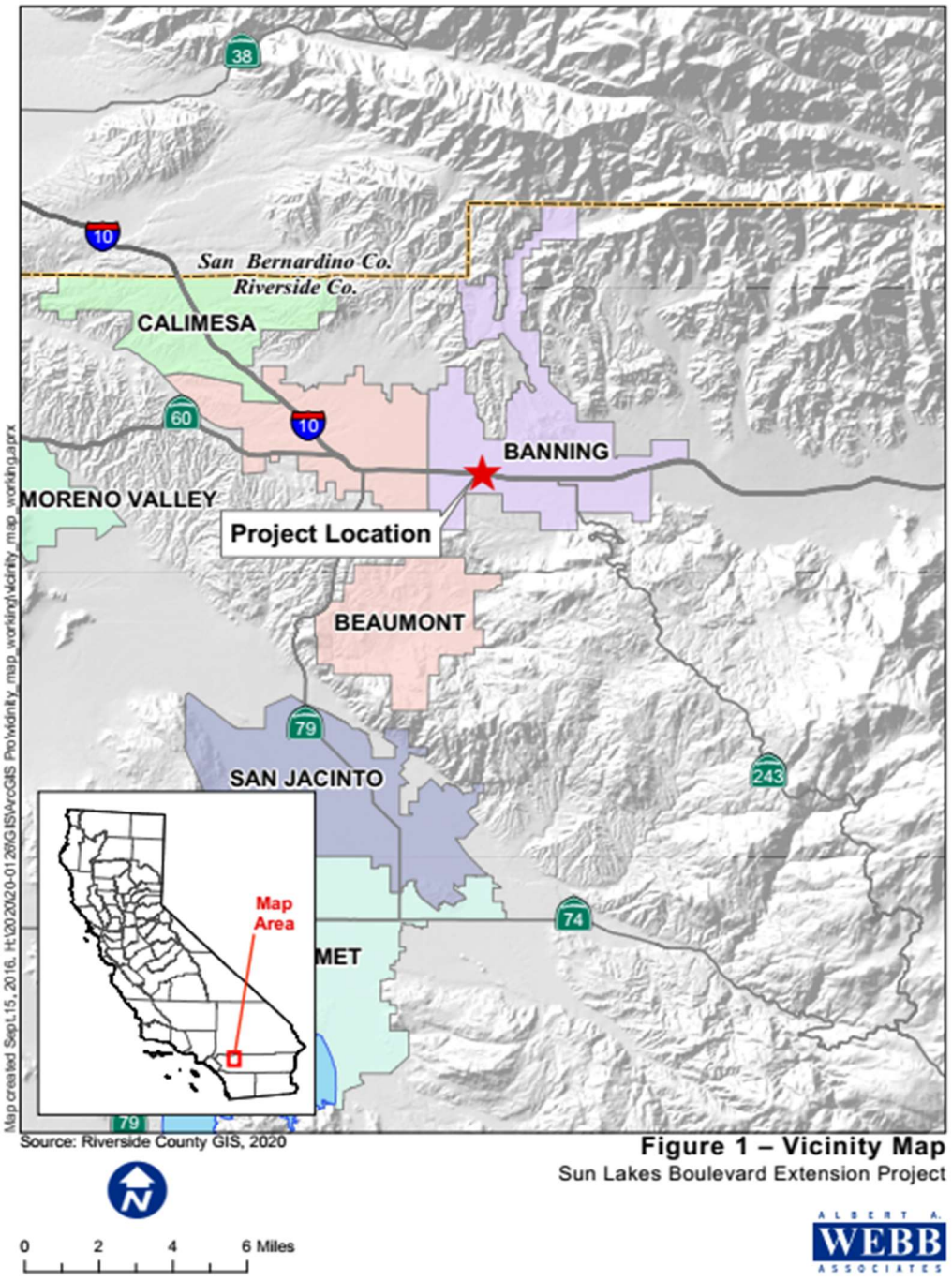


Exhibit 1. REGIONAL LOCATION OF SUN LAKES BOULEVARD EXTENSION PROJECT (PROJECT)

Exhibit 2

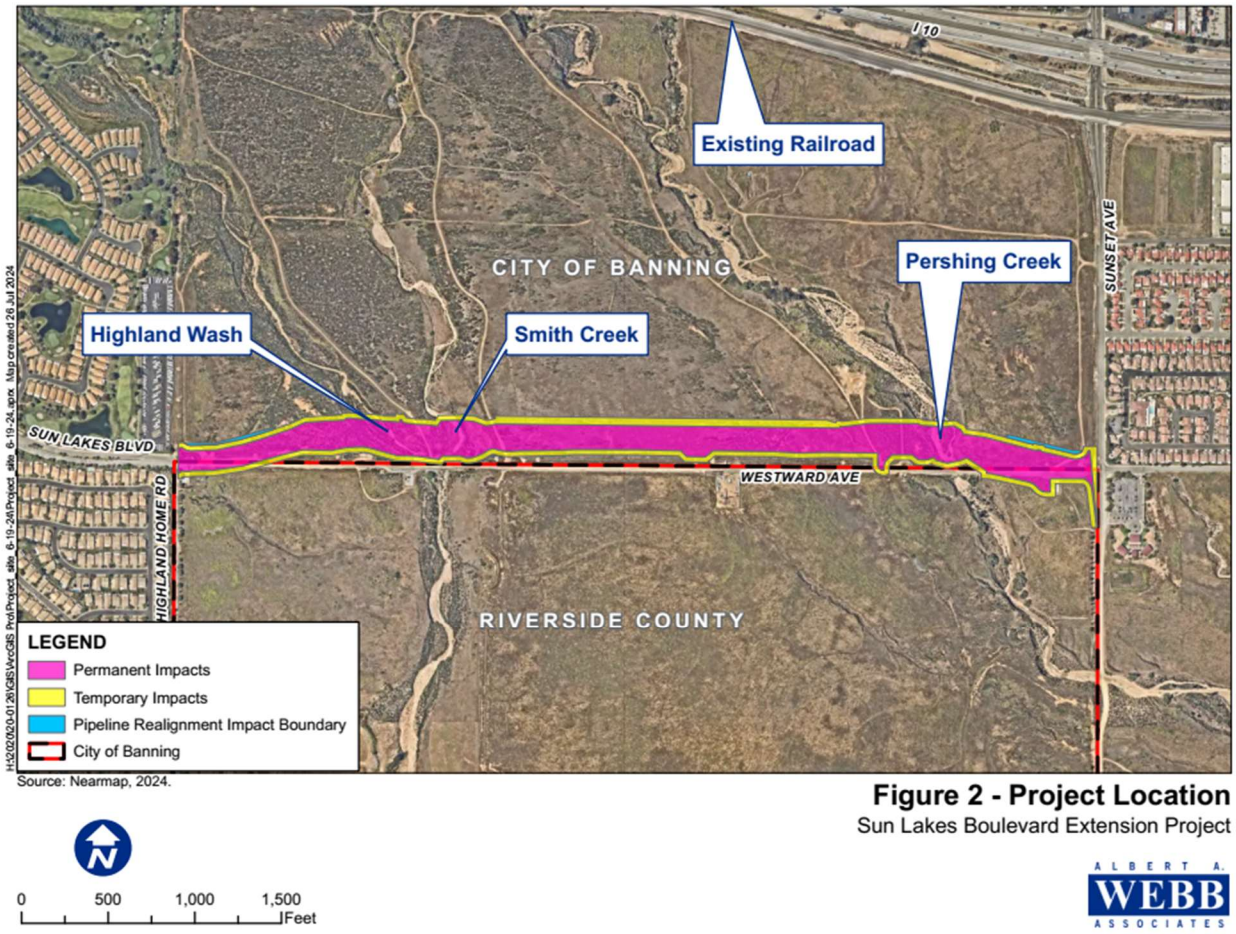


Exhibit 2. PROJECT SITE MAP OF SUN LAKES BOULEVARD EXTENSION PROJECT (PROJECT)

Exhibit 3

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

MITIGATION MONITORING AND REPORTING PLAN (MMRP)

LAKE OR STREAMBED ALTERATION AGREEMENT

LAKE OR STREAMBED ALTERATION AGREEMENT NO. EPIMS-RIV-54902-R6
PERMITTEE: City of Banning
PROJECT: Sun Lakes Boulevard Extension Project

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact mitigation measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Lake or Streambed Alteration Agreement EPIMS No. RIV-54902-R6 (Agreement) are properly implemented, and thereby to ensure compliance with, section 15097 of the California Code of Regulations and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by Fish and Game Code 1600 et seq. is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the Agreement, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the Agreement itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

Table 1. The following items are identified for each Mitigation Measure: Mitigation Measure number (#), Mitigation Measure Submittal, Timeline for Submittal, Date Submitted to CDFW, Date Reviewed or Approved by CDFW, and Notes on Status. The # column indicates the mitigation measure number in the Agreement. The Mitigation Measure column summarizes the mitigation, monitoring, and reporting requirements contained in the Agreement. The Timeline column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the entity that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report. The Permittee must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining that status.

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
Pre-project Activities				
1.7	Notify CDFW Prior to Work	Minimum of 5 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.1	Designated Biologist(s) and Biological Monitor(s) (approval)	Minimum of 45 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.5	Delineate Work Area Boundary	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.8	Educational Program	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.8.1	Invasive Species Education Program	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.25	Diversion Plan (approval)	Minimum of 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
2.11.1	Pre-construction Surveys	Three days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.12.1	Focused Survey for Burrowing Owls	30-60 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.12.3	Burrowing Owl Pre-Construction Inspection	Within 3 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.12.2	Burrowing Owl Survey Results	Within 10 days of survey completion and minimum of 21 days before commencing ground- or vegetation-disturbing activities	Permittee	
2.12.5	Burrowing Owl Plan	At least 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.32	Work According to Plans	At least 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
3.1	Habitat Re-establishment/Rehabilitation – Offsite Mitigation Bank	At least 30 days before commencing ground or vegetation distribution activities	Permittee	
3.3.1	Habitat Protection (approval)	Five months before commencing ground- or vegetation-disturbing activities.	Permittee	
3.3.2	Mitigation Site Conservation Easement (approval)	18 months before commencing ground- or vegetation-disturbing activities.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
3.3.3	Mitigation Site Land Manager (approval)	Four months before commencing ground- or vegetation-disturbing activities or six months following the start of project activities if security is provided.	Permittee	
3.3.5	Habitat Mitigation and Monitoring Plan (approval)	Four months before commencing ground- or vegetation-disturbing activities or six months following the start of project activities if security is provided.	Permittee	
3.3.6	Mitigation Site Long Term Management Plan (approval)	Three months before commencing ground- or vegetation-disturbing activities or seven months following the start of project activities if security is provided.	Permittee	
3.3.9	Endowment Funds Deposit (approval)	Three months before commencing ground- or vegetation-disturbing activities or seven months following the start of project activities if security is provided.	Permittee	
3.3.12	Transfer Long-term Endowment Funds (approval)	Prior to commencing ground- or vegetation-disturbing activities or within 18 months following the start of project activities if security is provided.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
3.4	Security (approval)	At least 30 days prior to the initiation of project activities.	Permittee	
3.4.1	Draft Copy of LOC (approval)	No later than 60 days prior to initiation of project activities and prior to execution of security.	Permittee	
3.4.2	Expiration of LOC	At least 60 days prior to the expiration date.	Permittee	
4.1	Notification at the Start and End of Work	At least 5 days prior to initiation of project-related activities and at least 5 days prior to completion of project and mitigation activities.	Permittee	
4.3	List of Designated Biologist(s) (approval)	At least 45 days prior to initiation of Project-related activities	Permittee	
4.4	Nesting Bird and Burrowing Owl Survey Report	At least one business day prior to commencement of Project activities	Permittee	
4.5	Nesting Bird Summary Report	On a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours	Permittee	
4.11	On-site Resource Updates	On a monthly basis during periods of Project activity until Project completion or monitoring is complete	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
4.9	Diversion Plan (approval)	Minimum of 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
4.14	Notification to CNDDB	Within 5 working days of the sightings.	Permittee	
During Project Operations				
2.9.1	Excavated Areas	At the end of each workday.	Permittee/ Biologists	
2.11.5	Reporting	No less than once weekly.	Permittee	
2.12.4	Burrowing Owls Observed During Construction	During project implementation and construction.	Permittee	
3.1	Habitat Rehabilitation and/or Restoration – On-site (Mitigation Site Temporary and Permanent)	Within 18 months of starting project activities if security is provided.	Permittee	
Post-project Activities				
4.13	Project Completion Report.	No later than one month after the Project is fully completed.	Permittee	

OSPREY ENVIRONMENTAL ASSOCIATES

CESA Incidental Take Permit Application

For: Crotch's Bumble Bee (*Bombus crotchii*) – Candidate Species

Sun Lakes Boulevard Extension Project (Project)

City of Banning, Riverside County, CA

Prepared by Osprey Environmental Associates, Inc.

1. APPLICANT INFORMATION

Public Works Department

City of Banning

99 E. Ramsey Street

Banning, CA 92220

(951) 922-3130

Contact person's email address and phone number

Nate Smith, P.E., Deputy Director of Public Works/City Engineer

City of Banning Public Works Department

nsmith@banningca.gov

(951) 922-3182

2. SPECIES TO BE COVERED BY THE PERMIT

Common Name: Crotch's bumble bee

Scientific Name: *Bombus crotchii*

CESA Status: Candidate species for listing as endangered; afforded full legal protection during candidacy period (Fish & Game Code §2085).

3. PROJECT DESCRIPTION

The City of Banning proposes the construction of the Sun Lakes Boulevard Extension, a new arterial roadway that will traverse undeveloped areas and cross three major waterways: Highland Wash, Smith Creek, and Pershing Creek. The Project will include:

- Two eastbound and two westbound lanes separated by a raised median
- Installation of reinforced concrete box (RCB) culverts at each creek crossing

• Stormwater infrastructure with sediment filtration and conveyance improvements

• Abandonment in place of existing Westward Avenue culverts

• Participation in regional sediment transport planning for the Smith Creek watershed

Construction

Project construction is anticipated to occur within two years. The Project will require approximately 98,180 cubic yards of soil import. Typical construction equipment and vehicle usage are anticipated and may include, but are not limited to, excavators, rubber-tired dozers/loaders, scrapers, and other material-delivery vehicles. A typical construction work schedule of weekdays during daylight hours is expected.

4. PROJECT LOCATION

The Project site is situated within the City of Banning in Riverside County, California (Figure 1 – Project Location; all figures are provided in Attachment A). It lies south of Interstate 10, west of State Route 243, and east of Lambs Canyon Road. The site is in Sections 7 and 18 of Township 3 South, Range 1 East, as shown on the United States Geological Survey (USGS) 7.5-minute Beaumont, California topographic quadrangle map (1978). The elevation in the Project site ranges from approximately 2,383 to 2,525 feet above sea level. The approximate geographic coordinates at the center of the site are 33.551285° North latitude and -116.551629° West longitude. The Project includes portions of the following Assessor's Parcel Numbers (APNs): 419-140-039, 537-110-013, 537-110-014, 537-120-023, 537-120-024, 537-120-025, 537-120-027, 537-120-028, 537-120-029, 537-120-030, 537-120-031, 537-120-033, 537-120-034, 537-140-001, 537-140-002, 538-323-024, and 538-323-029.

5. POTENTIAL FOR TAKE

Crotch's bumble bee, herein referred to as CBB, a candidate species under the California Endangered Species Act (CESA), was confirmed to be present within the Project site during focused surveys conducted in 2025 (see Attachment B, 2025 Crotch's Bumble Bee Survey Report). A foraging adult female was captured and released within a stand of California Buckwheat Scrub during the final survey on June 27, 2025 (Figure 2 – Crotch's Bumble Bee Location). This observation confirms active use of the Project site and establishes the confirmed presence of CBB on the Project site.

The Project site supports multiple habitat features critical to the CBB life cycle, including:

- **Foraging Habitat**: Approximately 12 acres of functionally suitable native foraging habitat are present within the disturbance footprint, largely dominated by California Buckwheat Scrub and Sandaster and Perennial Buckwheat Fields. These areas exhibit overlapping bloom phenology with the species' known activity period.

- **Nesting Habitat**: The site contains undisturbed bare ground and rodent burrow complexes, primarily within upland scrub areas. These features provide suitable substrates for subterranean nesting, a life history requirement for CBB colony establishment.
- **Overwintering Habitat**: Scattered leaf litter, coarse woody debris, and shaded microsites under mature shrub canopy provide potential hibernacula for overwintering queens (gynes), which remain dormant underground from late summer through early spring.

5.1 Mechanisms of Take

Project implementation may result in both direct and indirect take of CBB through the following pathways:

5.1.1 Direct Impacts:

- Vegetation removal, grading, and other ground-disturbing activities conducted throughout the year may inadvertently crush or bury adult bees, particularly foraging workers or reproductive females present during construction.
- Nest sites, if present within the impact footprint, may be directly destroyed during soil disturbance or excavation.

5.1.2 Indirect Impacts:

- Loss of key floral resources during the colony's active season may reduce foraging success and limit reproductive output.
- Degradation of nesting and overwintering substrates from compaction, sedimentation, or altered microhabitat conditions may reduce survivorship of existing or future colonies.
- Habitat fragmentation could inhibit dispersal, recolonization, or access to foraging patches.

5.1.3 Temporal Considerations

Construction activities are expected to occur during the species' active season (April–August), which overlaps with periods of foraging, colony development, and gyne emergence. The timing increases the likelihood of encountering CBB individuals onsite and heightens the potential for both observed and unobserved take.

5.1.4 Take Summary

Given the confirmed presence of CBB, the availability of functionally suitable foraging, nesting, and overwintering habitat, and the nature of the proposed ground-disturbing activities, take of individuals may occur in the absence of avoidance and minimization measures. Accordingly, this ITP application includes a suite of species-specific avoidance, minimization, and compensatory mitigation measures to offset impacts.

6. IMPACT ANALYSIS

The proposed Project will result in both permanent and temporary impacts to approximately 28.5 acres of land encompassing multiple vegetation communities that provide varying degrees of habitat suitability for the CBB (Figure 3 – Project Impacts). Vegetation communities impacted by the Project are summarized in Table 1, with California Buckwheat Scrub, Non-Native Grassland, and Sandaster–Perennial Buckwheat fields comprising the majority of the affected area.

TABLE 1. Vegetation Communities and Land Cover Types

Vegetation Type	Permanent Impacts (acres)	Temporary Impacts (acres)	Total (acres)
CBB Associated Habitat Types			
California Buckwheat Scrub	9.4	3.8	13.2
Non-Native Grassland	5.1	2.7	7.8
Sandaster and Perennial Buckwheat Fields	2.6	1.5	4.1
Fiddleneck - Phacelia Fields	0.0	0.1	0.1
Scale Broom Scrub	0.2	0.0	0.2
***Subtotal Total-CBB Habitat**	17.2	8.1	25.4
Other Land Cover Types			
Disturbed Habitat	1.1	0.4	1.6
Non-Vegetated Channel	0.5	0.1	0.6
Urban/Developed	0.7	0.4	1.1
***Subtotal Total-Non-CBB Habitat**	2.3	0.9	3.2
***Total**	19.4	9.0	28.5

***Totals may not sum precisely due to rounding*

***Note**: Vegetation community data used in this ITP application were derived from the Crotch's Bumble Bee Habitat Assessment and Survey Report prepared by OSPREY Environmental Associates (2025).*

6.1 Foraging Habitat Impacts

CBB relies on a broad spectrum of flowering plants, both native and naturalized, for nectar and pollen during its extended flight season. Among the vegetation types present within the Project site, California Buckwheat Scrub provides the most ecologically valuable foraging habitat, dominated by *Eriogonum fasciculatum*, a key nectar source for CBB.

The Project will impact approximately 13.2 acres of California Buckwheat Scrub, including 9.4 acres of permanent and 3.8 acres of temporary disturbance. This represents the largest single loss of foraging habitat in the Project site and aligns temporally with the species' peak activity window. Notably, a foraging female CBB was observed and captured within this habitat type during the June 2025 survey, directly confirming its use by the species.

Additional CBB habitat will be impacted within:

- Sandaster and Perennial Buckwheat Fields (4.1 acres total; 2.6 acres permanent, 1.5 acres temporary): This community provides low -to moderate-quality seasonal foraging, particularly during mid- to late summer bloom periods, though observed floral density was low during surveys.
- Non-Native Grassland (7.7 acres total; 5.1 acres permanent, 2.7 acres temporary): These areas may provide supplemental nectar sources (e.g., shortpod mustard, *Erodium* spp.), but their floristic composition is variable, and dominated by non-native grasses, reducing their overall contribution to CBB foraging habitat.
- Fiddleneck–Phacelia Fields (0.1 acres temporary only): Present in small patches and will not be permanently impacted.

Other vegetation and land cover types affected by the Project, including Disturbed Habitat (1.6 acres total), Scale Broom Scrub (0.2 acres), Non-Vegetated Channels (0.5 acres), and Urban/Developed lands (1.1 acres), either lacked preferred floral resources or were so limited in extent or bloom potential that they are considered low-value foraging habitat.

In total, the functional loss of foraging habitat for CBB is concentrated within California Buckwheat Scrub, a vegetation community that provides high-density floral resources with strong phenological alignment to the species' peak activity period. However, additional permanent impacts to Sandaster–Perennial Buckwheat Fields, though more limited in spatial extent, represent a meaningful reduction in the seasonal diversity and continuity of nectar-producing plant communities across the site. This habitat supports mid- and late-season bloom periods that help buffer temporal gaps in floral availability and contribute to the broader ecological stability of the site's pollinator resource base. The combined loss of dominant and supplemental foraging communities results in a biologically significant reduction in overall habitat function, particularly with respect to sustaining CBB colony development across life stages. To ensure functional equivalency, these losses will be fully offset through habitat-specific mitigation that preserves the structure and phenology of foraging vegetation communities essential to CBB persistence.

6.2 Nesting Habitat Impacts

CBB typically nests underground in abandoned rodent burrows or within sheltered cavities such as grass tussocks or under debris. The habitat assessment identified exposed, undisturbed bare ground within the Project site, primarily in areas overlapping California Buckwheat Scrub and adjacent ruderal zones. While no active nests were detected during focused surveys, the presence of these substrates suggests potential nesting habitat exists within the impact footprint. Project-related ground disturbance in these zones could directly destroy nests or degrade their microhabitat conditions.

6.3 Overwintering Habitat Impacts

Gynes require insulated microsites such as woody debris, leaf litter, and undisturbed soil for hibernation. These features are dispersed across multiple vegetation communities on-site, particularly within California Buckwheat Scrub and ecotonal areas where structural

cover from accumulated detritus or vegetation is present. While these habitats were not quantitatively mapped, the Project will result in permanent and temporary disturbance to the majority of the vegetated areas, including those most likely to contain suitable overwintering substrates. Therefore, Project implementation has the potential to degrade overwintering habitat and reduce overwintering success.

6.4 Summary of Impacts

In summary, the Project will result in the following permanent and temporary impacts to vegetation communities that support the functional habitat needs of CBB:

- Moderate-value foraging habitat in California Buckwheat Scrub, totaling 13.1 acres impacted (9.4 acres permanent, 3.8 acres temporary). This community provides the highest floral density and phenological alignment with CBB activity and includes the only location where a CBB individual was observed during 2025 surveys.
- Supplemental and moderate- low value foraging habitat in Sandaster–Perennial Buckwheat Fields and Non-Native Grassland, with a combined impact of 11.8 acres (7.7 acres permanent, 4.1 acres temporary). While these communities provide lower and more variable floral resource density, they contribute seasonal nectar diversity and buffer periods of floral scarcity, particularly in early and mid-season windows.
- Bare ground and rodent burrow complexes identified within the impact footprint constitute potential nesting habitat for CBB. These features may be subject to direct disturbance or destruction during grading and soil compaction activities.
- Overwintering microhabitats, including leaf litter, debris piles, and undisturbed shrub understories, are dispersed across vegetated areas subject to both permanent and temporary impacts. These features support gynes and may be degraded or eliminated through vegetation removal, equipment operation, and hydrological or microclimatic alterations.

Collectively, the Project will result in a biologically meaningful reduction in both moderate- and low-quality CBB habitat, with losses affecting multiple critical life history stages. These impacts warrant full compensation through targeted, species-specific mitigation measures, including permanent habitat preservation, temporary impact restoration, and long-term ecological management.

7. JEOPARDY ANALYSIS

CBB has experienced substantial range contraction and population decline across California, attributable to a combination of habitat loss and fragmentation, floral resource depletion, pesticide exposure (particularly neonicotinoids), and climate-driven shifts in phenology and ecological suitability. Once broadly distributed, the species is now largely

restricted to remnant patches of native scrub, open grassland, and desert-transition habitats.

Within the regional context of the Project, the California Natural Diversity Database (CNDDB), iNaturalist, and Xerces Society records confirm multiple CBB occurrences within a 10-mile radius. Most notably, a foraging female was captured and released within the Project site during focused protocol surveys in June 2025. This verified presence, combined with the site's dominant vegetation types, confirms that the Project site supports functionally suitable habitat for CBB multiple life history stages, including foraging, nesting, and overwintering.

While the Project site is relatively limited in extent, it encompasses areas of moderate- and low-value habitat contributing to seasonal resource continuity and structural complexity. Nesting substrates (e.g., rodent burrows, bare ground) and overwintering features (e.g., shrub duff, debris piles) were documented within both permanent and temporary impact areas.

Given the confirmed presence of the species and the documented availability of critical habitat elements, the proposed Project presents a potential risk to local CBB individuals and habitat function. However, the scale of the disturbance is localized, and the Project is not anticipated to result in the extirpation of any significant population, core use area, or source habitat contributing to the species' statewide viability. Therefore, with implementation of appropriate avoidance, minimization, and mitigation measures, issuance of the Incidental Take Permit is not expected to jeopardize the continued existence of CBB, consistent with the conservation intent of Fish and Game Code §2085.

8. MINIMIZATION AND MITIGATION MEASURES

8.1 Avoidance and Minimization Measures

The following measures will be implemented to avoid, minimize, and mitigate potential impacts and authorized take of CBB associated with the Sun Lakes Boulevard Extension Project. These measures are derived from:

- The Final Initial Study/Mitigated Negative Declaration, Responses to Comments, and Mitigation Monitoring and Reporting Program (MMRP) for the Sun Lakes Boulevard Extension Project (State Clearinghouse No. 2024090237), prepared by Albert A. Webb Associates, dated November 12, 2024 (Webb 2024).
- The Final Lake and Streambed Alteration Agreement for the Project (EPIMS-RIV-54902-R6), executed by the California Department of Fish and Wildlife (CDFW).

These measures are consistent with CDFW's Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023) and are intended to ensure compliance with the CESA during construction activities.

8.1.1 Measures from the MMRP (Webb 2024)

MM BIO-3: Crotch's Bumble Bee Survey (*Completed in 2025) and Construction Monitoring

- A qualified biologist (with CDFW MOU or ≥1–2 years of relevant experience) shall conduct preconstruction surveys and construction monitoring for CBB in accordance with CDFW (2023) survey guidance.
- A habitat assessment and records review will be completed before ground disturbance and will include:
    - CNDDB records within 10 miles,
    - iNaturalist and Xerces Atlas records within 5 miles,
    - Aerial photography and nectar source evaluation**.**
- Focused surveys for foraging and nesting CBB shall occur during the peak bloom and activity period (April–June 30).
- Survey results shall be submitted to CDFW prior to the start of ground disturbance.
- Vegetation removal from November–January (outside of the CBB flight season) does not require CBB monitoring.
- Vegetation removal and grading between February–October (CBB active season) requires:
    - Focused pre-construction surveys of the work area, and
    - Full-time biological monitoring during active ground disturbance.

Response protocols during construction:

- If an active CBB nest is discovered, a no-disturbance buffer will be established, inclusive of associated foraging habitat and flight corridors.
- If a CBB individual is observed, work in that area will halt until the qualified biologist confirms it has left the site.
- All detections shall be reported to CDFW, and if necessary, the City will process an ITP. The measures contained in this ITP serve to satisfy that requirement.

MM BIO-4: Biological Worker's Environmental Awareness Program (WEAP)

- Prior to site disturbance, a mandatory WEAP training will be conducted by a qualified biologist for all construction personnel.
- The training shall address:
    - Crotch's bumble bee identification and ecology.
    - Avoidance and minimization measures.
    - Other sensitive species (e.g., burrowing owl, rare plants);
    - Incident response and buffer enforcement.
- The same biologist conducting pre-construction surveys (MM BIO-3) should also conduct the WEAP, where feasible.
- Additional training shall be provided for new personnel throughout the Project.
- The WEAP may be delivered as a recorded video for staff not present at the initial in-person training.

8.1.2 Measures from the Lake and Streambed Alteration Agreement (CDFW EPIMS-RIV-54902-R6)

The following avoidance, minimization, and survey measures are derived from the Final Streambed Alteration Agreement for the Sun Lakes Boulevard Extension Project, issued by the California Department of Fish and Wildlife (CDFW) under Fish and Game Code §1602. These measures are binding and support the ITP application by ensuring implementation of species-specific protections for the CBB.

Designated Biologist and Monitoring Personnel (Measures 2.1 – 2.4)

- The Permittee shall submit the names and qualifications of all Designated Biologists and Biological Monitors to CDFW at least 30 days before initiating ground-disturbing activities (*Completed in 2025).
- Designated Biologists must have formal academic training and professional experience identifying and surveying for special-status species and implementing biological compliance during construction (*Completed in 2025).
- Both Designated Biologists and Biological Monitors shall have the authority to stop work to avoid violations of the Agreement or potential impacts to sensitive species.
- Daily field oversight shall include:
    - Biological clearance surveys.
    - Monitoring of delineation fencing and buffer zones.
    - Reporting of any wildlife encounters or noncompliance to CDFW.

Worker Environmental Education and Invasive Species Awareness (Measure 2.8 – 2.8.1)

- A mandatory education program shall be delivered by the Designated Biologist to all construction personnel prior to site work. The training will cover:
    - Identification, ecology, and habitat needs of sensitive species, including CBB.
    - Legal protections and penalties for noncompliance.
    - Project-specific avoidance and mitigation measures.
    - Invasive species threats and BMPs for control and prevention.
- Training shall be documented via signed acknowledgment forms and repeated annually for ongoing projects.

Wildlife Protection Measures (Measures 2.5 – 2.7, 2.9)

- All work area boundaries and sensitive buffers shall be clearly delineated with fencing or signage and inspected daily.
- Prior to the start and end of daily construction activities, the Designated Biologist or Biological Monitor shall conduct clearance surveys to identify any trapped or at-risk wildlife and facilitate escape or relocation as necessary.
- Encountered wildlife shall not be harmed, and if CBB or other sensitive species are observed, CDFW shall be notified immediately**.**

Crotch's Bumble Bee-Specific Requirements (Measures 2.13 – 2.14.5)

Baseline Habitat Mapping (Measure 2.13) (*Completed in 2025)

- No less than 120 days prior to initiating activities within CDFW-jurisdictional areas (i.e., Fish and Game Code §1602 resources), the Permittee shall prepare and submit a baseline habitat mapping report to CDFW.
- The report shall:
    - Identify vegetation alliances using Sawyer et al. (2009) classification.
    - Include species composition of each alliance.
    - Focus on documenting potential CBB habitat features (e.g., late-season nectar plants, nesting substrates).

Survey Planning and Approval (Measures 2.14 – 2.14.2) (*Completed in 2025)

- If suitable habitat is identified during mapping (i.e., presence of genera *Eriogonum*, *Phacelia*, *Acmispon*, etc.), the Permittee shall:
    - Retain a qualified CBB biologist and submit their resume to CDFW for approval.
    - Submit a draft survey plan to CDFW at least 90 days before ground disturbance.
    - The survey plan shall generally follow USFWS Rusty Patched Bumble Bee protocols and include:
        - Survey timing (Feb–Oct);
        - Methods for detecting foraging, nesting, and overwintering bees.
        - Actions to take if CBB is detected.

Focused Survey Implementation (Measure 2.14.3) (*Completed in 2025)

- Surveys shall be completed in accordance with the approved plan, and results shall be submitted to CDFW no less than 30 days prior to ground disturbance.
- If CBB is detected, all activities within occupied habitat shall cease, and CDFW must be notified immediately.
- Focused surveys remain valid only until January 31 of the following year; delays beyond this require re-surveying.

Nesting and Flight Behavior Observations (Measure 2.14.4) (*Completed in 2025)

- CBB flight/nest surveys shall be conducted February 1–October 31, focusing on areas with:
    - Blooming nectar plants.
    - Small mammal burrows.
    - Bunchgrass, thatch, brush piles, logs, and other nesting substrates.
- During the flight survey effort, if bumble bees are observed using any animal burrow entrances, the approved qualified biologist will block/cover any burrow entrance with a sandbag/jar/vial (or similar) of appropriate size and return in 30 minutes to determine if the bees are potential Crotch's bumble bee and if a potential nest

could be present. If bumble bees are observed using bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollowed logs, the resource area will be flagged and monitored by the approved, qualified biologist for 15 minutes to determine if a potential nest could be present.

Sensitive Observation Protocol (Measure 2.14.5)

- If an overwintering or deceased CBB is discovered during clearing, activities shall stop immediately.
- A 100-foot buffer (Environmentally Sensitive Area) shall be established.
- A qualified biologist shall assess the site, and CDFW will be notified immediately for consultation.

8.2. Mitigation Site Description and Offset Strategy

To offset the permanent loss of 17.2 acres of vegetation communities that support foraging, nesting, and overwintering by CBB, the City of Banning proposes to preserve approximately 28.9 acres of contiguous habitat across two City-owned parcels: APNs 532-180-017 and 532-180-049 (Figure 4 – Mitigation Site). These parcels, collectively referred to as the Mitigation Site, provide a diverse mosaic of vegetation types, topographic variation, and structural habitat features that support all life history stages of CBB. The preservation-based approach emphasizes protection of intact, high-quality habitat already functioning as suitable CBB habitat, offering superior ecological value compared to the impacted areas.

Temporary habitat impacts associated with the Sun Lakes Boulevard Extension Project will be restored in place following construction and are not included in the off-site mitigation acreage.

8.2.1 Mitigation Site Overview

The Mitigation Site encompasses a range of natural vegetation communities that collectively support a resilient and ecologically intact habitat complex for CBB and other pollinators (Figure 4 – Mitigation Site). Each parcel contributes unique features that enhance the overall habitat value of the site.

APN 532-180-017 (18.9 acres) supports the largest block of California Buckwheat Scrub within the mitigation footprint, approximately 14 acres dominated by California buckwheat (*Eriogonum fasciculatum*), a primary mid to late-season nectar resource for CBB. The buckwheat scrub is structurally complex, containing associated native forbs and shrubs such as deerweed (*Acmispon glaber)*, chia (*Salvia columbariae)*, California matchweed (*Gutierrezia californica*), and California Sagebrush (*Artemisia californica)*, which contribute to floral continuity across multiple seasons. Bare-ground patches, granitic rock outcrops, rodent burrows, and duff accumulation are common throughout, providing high-quality nesting and overwintering substrates.

The parcel also supports approximately 2.3 acres of Desert Willow Woodland and 1.0 acres of Chamise Chaparral. A 1.4-acre patch of Scale Broom Scrub is also mapped within the parcel; however, 1.3 acres of this Scale Broom Scrub (including a small, adjacent segment of Non-Vegetated Channel) are already committed under the City's Smith Creek Compensatory Mitigation Plan (CMP) and are excluded from this mitigation proposal. These CMP-covered areas occur in the northeastern portion of the parcel and will be protected and managed under a separate agreement (Figure 4 – Mitigation Site).

APN 532-180-049 (11.5 acres) complements the habitat on APN 017 with an additional 5.6 acres of California Buckwheat Scrub in similar floristic condition, further expanding the contiguous buckwheat resource available for pollinators. This parcel also supports approximately 3.0 acres of Non-Native Grassland, which, although lower in floristic diversity, provides seasonal foraging value and contributes to structural habitat diversity. Rodent burrows and thatch accumulation within this grassland may serve as nesting or overwintering sites for CBB, especially as it is located adjacent to more robust foraging areas.

Other natural vegetation types within APN 049 include 1.3 acres of Desert Willow Woodland and 0.3 acres of Ironwood Woodland, both of which contribute vertical stratification and plant species diversity across the site. Approximately 0.5 acres of Non-Vegetated Channel are also present. While not directly suitable for foraging or nesting, Non-Vegetated Channel supports habitat connectivity along the Smith Creek corridor and may function as a movement conduit during seasonal activity periods.

Together, the two mitigation parcels form an ecologically diverse, topographically varied, and hydrologically supported preserve that supports a full complement of CBB life history requirements. The California Buckwheat Scrub across both parcels totals 19.5 acres, well over twice the amount being impacted, and is contiguous with the larger Smith Creek drainage and adjacent to the proposed 760-acre Rancho San Gorgonio conservation area (Figure 4 – Mitigation Site). This strategic location enhances long-term dispersal potential, habitat redundancy, and resilience to edge effects or localized disturbance.

8.2.2 CBB Habitat Compensation Approach

The mitigation strategy offsets all permanent impacts to vegetation communities relevant to CBB through passive preservation of high-quality, existing habitat (refer to Table 2 below). Approximately 28.9 acres of CBB habitat will be protected in perpetuity through a conservation easement, supported by an appropriate long-term management funding mechanism.

Importantly, this strategy provides a mitigation ratio of greater than 2:1 for California Buckwheat Scrub, recognized as the most critical foraging habitat for CBB based on mid to late-season bloom capacity and species composition. While Sandaster–Perennial Buckwheat Fields are not present within the mitigation parcels, the impacted acreage (2.6 acres) represents a relatively low proportion of the total CBB-relevant impact footprint and

is characterized by variable floristic composition. To strengthen overall habitat value, the mitigation strategy emphasizes the preservation of contiguous, high-quality California Buckwheat Scrub, together with adjacent native shrublands and grasslands that offer complementary ecological functions. This approach expands the diversity and resilience of preserved habitat, supporting the full suite of CBB life history requirements across seasons and microhabitats. The preserved habitats offer continuous seasonal nectar resources, nesting and overwintering substrates, and landscape-scale connectivity that together support the full life history of CBB.

The mitigation strategy prioritizes the long-term protection of existing high-quality habitat through passive management designed to maintain the ecological integrity of the preserve. Ongoing stewardship will be implemented under a CDFW-approved Long-Term Management Plan (LTMP) and may include targeted, low-intensity actions such as manual removal or selective treatment of invasive species, qualitative monitoring of native vegetation composition and natural regeneration, and passive site protection measures (e.g., fencing or signage) to prevent unauthorized access or disturbance. These activities are not intended to alter the native plant community structure but rather to safeguard existing habitat functionality and prevent degradation over time. Monitoring and reporting will follow the framework described in Section 9 of this application and will adhere to CDFW's standard expectations for long-term habitat preservation under the CESA.

Table 2. Summary of Permanent Impacts and Corresponding Preserved Habitat Acreage Contributing to CBB Mitigation

Vegetation Type	Permanent Impacts (acres)	Preserved Habitat at Mitigation Site (acres)	Mitigation Ratio	Notes
CBB-Associated Habitat Types				
California Buckwheat Scrub (CBS)	9.4	19.5	>2:1	Present on both parcels; primary foraging habitat
Non-Native Grassland (NNG)	5.1	3.0	~0.6:1 (partial)	Present only on APN 049; provides nesting and foraging support
Sandaster–Perennial Buckwheat Fields	2.6	0.0 (not present)	N/A (offset by CBS)	Functionally offset by large blocks of CBS with phenological overlap
Scale Broom Scrub[1]	0.2	0.1	~0.5:1 (partial)	Only 0.1 acre credited; 1.3 acres already mitigated under CMP excluded

Fiddleneck–Phacelia Fields	0.0	N/A	N/A	No permanent impact; not mitigated off-site
Chamise Chaparral	N/A	1.0	N/A	Present on APN 017; provides nesting and foraging support
Ironwood Woodland	N/A	0.3	N/A	Present on APN 049; supports structural heterogeneity
Desert Willow Woodland	N/A	3.6	N/A	Present on both APNs; supports structural heterogeneity
***Subtotal – CBB Habitat**	**17.4**	**27.5**	-	-
Other Land Cover Types				
Non-Vegetated Channel	0.5	~0.5	1:1	Present on APN 049; supports structural heterogeneity
Disturbed Habitat	1.1	1.0+ (low value)	Not mitigated	Not credited toward mitigation
Urban/Developed	0.7	0.0	Not mitigated	Not credited toward mitigation
***Subtotal – Other Land Cover Types**	**2.3**	**~1.4**	**-**	**-**
***Grand Total**	**19.4***	**~28.9**		

***Totals may not sum precisely due to rounding.*

[1] Approximately 1.3 acres of Scale Broom Scrub—including a small adjacent segment of Non-Vegetated Channel—located in the northeastern portion of APN 532-180-017 are already committed to mitigation under the City's approved Smith Creek Compensatory Mitigation Plan (CMP) and are not credited toward the preserved habitat acreages reported in this table. All acreages reflect only those portions of the site available and eligible for CBB mitigation under this ITP.

8.2.3 Temporary Impact Restoration

As detailed in Section 6, Table 1, approximately 8.1 acres of vegetation communities within the Project site will be temporarily impacted by construction activities (see Figure 3 – Project Impacts). These include 3.8 acres of California Buckwheat Scrub, 2.7 acres of Non-Native Grassland, 1.5 acres of Sandaster and Perennial Buckwheat Fields, and 0.1 acres of Fiddleneck–Phacelia Fields. These areas will be restored on-site following construction and are therefore excluded from the off-site mitigation acreage. (Figure 3 – Project

Impacts). These areas will be restored in place at the Project site using a native floral palette compatible with CBB life history needs. Restoration activities will include:

- Use of fast-establishing native forbs and shrubs that provide nectar and pollen during early and mid-season foraging windows;
- Hydroseeding or container planting, coupled with erosion control and weed suppression measures;
- Post-installation monitoring to assess establishment, species composition, and cover.

A HMMP will be prepared to guide restoration of temporarily disturbed areas, and will include clear performance standards for native cover, species richness, and invasive species thresholds to ensure those areas return to functional habitat.

8.2.4 Summary and Justification

The City of Banning's preservation-based mitigation strategy satisfies the conservation intent of the CESA and supports issuance of an Incidental Take Permit for Project-related impacts to CBB. The strategy is grounded in passive protection of 28.9 acres of intact, ecologically functional habitat that supports the foraging, nesting, and overwintering requirements of CBB across multiple vegetation types.

This approach results in a greater than 2:1 preservation ratio for California Buckwheat Scrub, the primary foraging habitat for CBB, and provides full functional compensation for other CBB-associated communities such as Non-Native Grassland and Sandaster–Perennial Buckwheat Fields.

Importantly, the Mitigation Site is contiguous with the proposed 760-acre Rancho San Gorgonio conservation area and embedded within the Smith Creek open space corridor. This landscape context enhances pollinator dispersal and genetic flow, reinforcing the regional conservation value of the preserved lands and further supporting the long-term viability of CBB populations.

A permanent conservation easement and non-wasting endowment will ensure ongoing stewardship, and a LTMP will guide monitoring and adaptive protection. Together, these elements comprise a durable, efficient, and ecologically meaningful mitigation strategy consistent with CDFW expectations.

9. MONITORING AND REPORTING PLAN

Monitoring and reporting requirements for the Project site are provided in Section 8.1, which outlines all biological compliance and construction-phase measures derived from the Final IS/MND, Mitigation Monitoring and Reporting Program (MMRP), and Streambed Alteration Agreement (LSA Agreement No. EPIMS-RIV-54902-R6).

This section outlines the monitoring and reporting framework specific to the off-site Mitigation Site, where approximately 28.9 acres of existing habitat will be preserved in perpetuity to offset permanent impacts to CBB habitat. While no active restoration is proposed, limited habitat management and monitoring will be implemented to ensure long-term habitat integrity and conformance with CESA mitigation expectations.

9.1 Mitigation Site Monitoring

The Mitigation Site will be preserved in perpetuity under a conservation easement and managed in accordance with a CDFW-approved LTMP. A qualified third-party land manager (e.g., IERCD) will prepare the LTMP following CDFW guidance, and a non-wasting endowment will be established using the Property Analysis Record (PAR) methodology to ensure funding for long-term stewardship.

The City of Banning proposes the following monitoring and stewardship framework, to guide detailed in the LTMP development:

- **Annual Habitat Monitoring:** Monitoring will occur at least once per year for a minimum of five years, or until CDFW determines performance standards have been met. Monitoring will consist of:
    - Qualitative or semi-quantitative surveys of native vegetation composition, seasonal nectar resource continuity, and presence of invasive species;
    - Observations of structural habitat features (e.g., rodent burrows, thatch layers, bare ground, duff accumulation) relevant to CBB nesting and overwintering;
    - Fixed photo point documentation across representative locations.
- **Passive Habitat Management**: No active restoration or seeding is proposed. However, stewardship actions will include:
    - Manual or selective treatment of invasive species to prevent degradation of habitat function;
    - Maintenance of site access controls, such as signage or perimeter fencing, to deter unauthorized use or disturbance.
- **Performance Standards:** Performance standards will be tied to maintaining existing habitat conditions. At a minimum, these standards will include:
    - No net loss in percent native vegetative cover or floristic diversity relative to baseline conditions;
    - Stable or decreasing invasive species cover;
    - Continued presence of key habitat features that support foraging, nesting, and overwintering by CBB.

The LTMP will further detail data collection protocols, thresholds, and corrective actions, with input from the land manager and subject to CDFW review and approval.

9.2 Mitigation Site Reporting

Annual reports will be submitted to CDFW by December 31 of each monitoring year. Reports will document the condition of preserved habitats, summarize findings, and describe any maintenance or management actions taken.

Annual Monitoring Report

Each report will include:

- Dates of field visits and monitoring activities.
- Qualitative assessments of habitat condition, vegetation communities, and structural features (e.g., nesting substrates).
- Status of any invasive species presence and actions taken, if needed.
- Photo point images and descriptions.
- Confirmation of site protection and absence of disturbance.
- Recommendation on whether monitoring should continue or if performance standards have been met.

CNDDB Submittals

If any CBB individuals (adult, nest, or overwintering signs) are observed during monitoring, the observation will be reported to the CNDDB within 30 business days, along with GPS coordinates and photographic documentation.

10. FUNDING SOURCES

Funding for the Mitigation Site will be provided by the City of Banning through a non-wasting endowment established in accordance with CDFW guidelines. The endowment will cover the costs of mitigation site preservation and long-term management.

The funding amount will be determined using the Property Analysis Record (PAR) methodology, consistent with Lake and Streambed Alteration Agreement (SAA) Measures 3.3.9–3.3.11.

If mitigation activities are not completed before the initiation of ground-disturbing activities, the City will provide financial assurances—such as a letter of credit or other CDFW-approved instrument—to guarantee full implementation of required mitigation.

11. CERTIFICATION

I certify that the information submitted in this application is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to suspension or revocation of this permit and to civil and criminal penalties under the laws of the State of California.

Signature: _____

Name & Title:

Date: _____

12. CEQA COMPLIANCE DOCUMENTATION

Lead Agency: City of Banning
Document Type: Mitigated Negative Declaration (MND)
Adoption Date: November 12, 2024
SCH Number: 2024090237

ATTACHMENT A

CBB ITP FIGURES



Project Site

Figure 1 Project Location

Sun Lakes Boulevard Extension Project-CBB ITP Application



Project Site

Crotch's Bumblebee (CBB)

Figure 2 Crotch's Bumblebee Location

Sun Lakes Boulevard Extension Project-CBB ITP Application

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Project Site
Crotch's Bumblebee (CBB)
Temporary Impacts
Permanent Impacts

California Buckwheat Scrub (CBS)
Disturbed Habitat (DH)
Fiddleneck - Phacelia Fields (FPF)

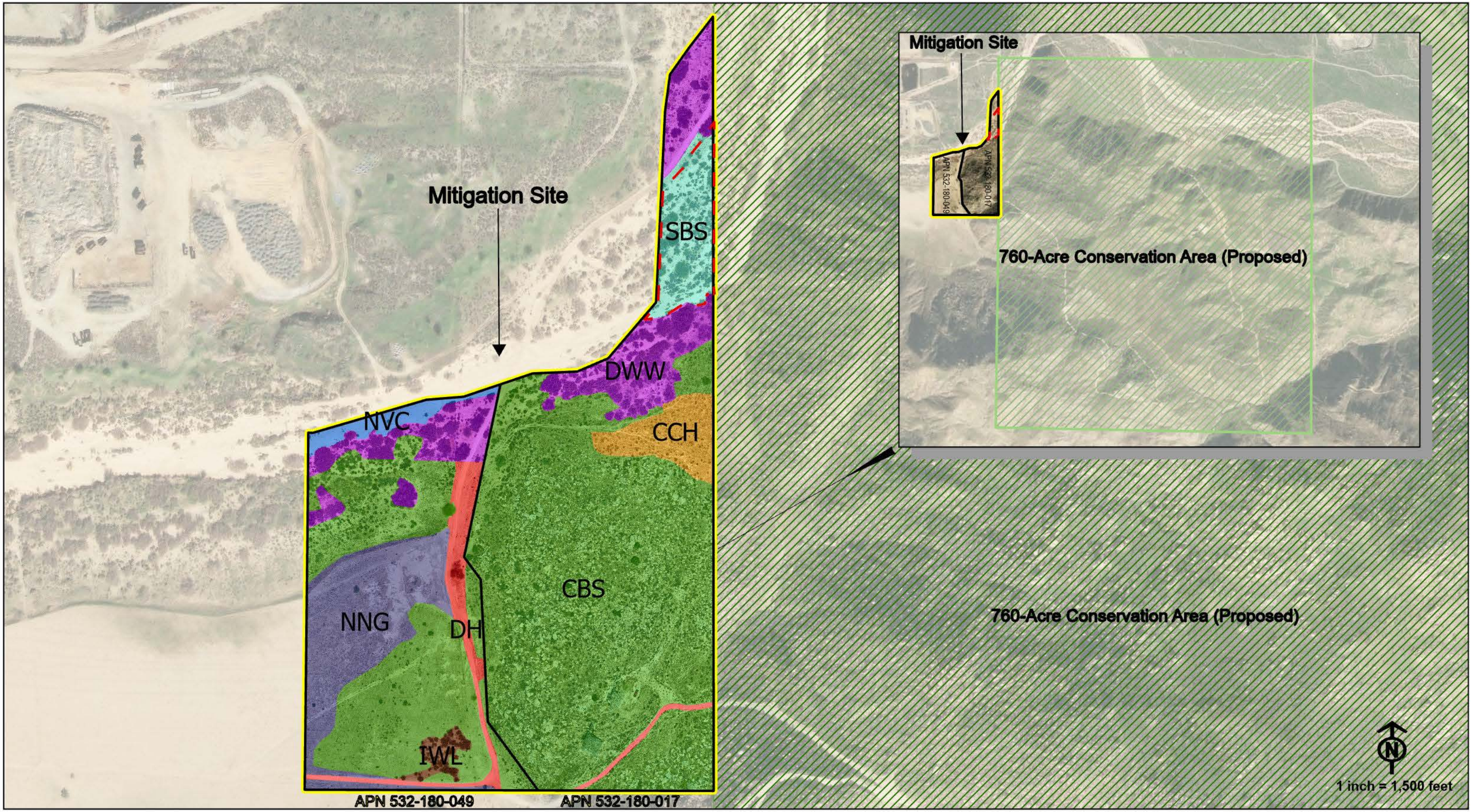
Non-Native Grassland (NNG)
Non-Vegetated Channel (NVC)

Sandaster and Perennial Buckwheat Fields (SAPBF)
Scale Broom Scrub (SBS)
Urban/Developed (DEV)

Figure 3 Project Impacts

Sun Lakes Boulevard Extension Project-CBB ITP Application

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Legend

- Mitigation Site
- CA Buckwheat Scrub (CBS)
- Chamise Chapparral (CCH)
- Desert Willow Woodland (DWW)
- Disturbed Habitat (DH)
- Ironwood Woodland (IWL)
- Non-Native Grasslands (NNG)
- Non-Vegetated Channel (NVC)
- Scale Broom Scrub (SBS)
- Preservation Area (CMP)
- Rancho San Gorgonio Conservation Area (760 acres)

Figure 4 Mitigation Site

Sun Lakes Boulevard Extension Project-CBB ITP Application

OSPREY ENVIRONMENTAL ASSOCIATES

ATTACHMENT B

2025 Crotch's Bumblebee Survey Report for the Proposed Sun Lakes Boulevard Extension Project

July 14, 2025

Autumn DeWoody
Albert A Webb Associates
Associate Environmental Analyst
Tel: 951-320-6046
Email: Autumn.DeWoody@webbassociates.com

Subject: ***2025 Crotch's Bumblebee Survey Report for the Proposed Sun Lakes Boulevard Extension Project***

Dear Mrs. DeWoody,

This letter report presents the 2025 results of a focused Crotch's bumble bee (*Bombus crotchii*) survey conducted by Osprey Environmental Associates Inc. (OSPREY) for the proposed Sun Lakes Boulevard Extension Project (project). This report has been prepared to fulfill the reporting requirements of the California Department of Fish and Wildlife (CDFW). All figures referenced in this report can be found in Appendix A, while photographs are provided in Appendix B.

PROJECT LOCATION

The project site is located within the City of Banning in Riverside County, California (Figure 1-Project Location). It lies south of Interstate 10, west of State Route 243, and east of Lambs Canyon Road. The site is situated in Sections 7 and 18 of Township 3 South, Range 1 East, as depicted on the United States Geological Survey (USGS) 7.5-minute Beaumont, California topographic quadrangle map (1978).

The elevation across the project area ranges from approximately 2,383 to 2,525 feet above sea level. The approximate geographic coordinates at the center of the site are 33.551285° North latitude and -116.551629° West longitude.

The project encompasses portions of the following Assessor's Parcel Numbers (APNs): 419-140-039, 537-110-013, 537-110-014, 537-120-023, 537-120-024, 537-120-025, 537-120-027, 537-120-028, 537-120-029, 537-120-030, 537-120-031, 537-120-033, 537-120-034, 537-140-001, 537-140-002, 538-323-024, and 538-323-029.

CROTCH'S BUMBLE BEE BACKGROUND

Crotch's bumble bee (CBB) is among several bumble bee species recommended for listing as endangered under the California Endangered Species Act (CDFW 2023). This species is typically found across wildland and rural regions of California, ranging from sea level up to elevations of around 6,000 feet. It inhabits a variety of environments, including both native and non-native grasslands, coastal marshes, shrublands, chaparrals, oak-juniper and piñon woodlands, as well as transitional desert habitats near the Mojave and Colorado deserts.

Like many bumble bee species, CBB typically nests underground in existing cavities, such as abandoned rodent burrows. Adults, including queens, workers, and males, are active during the day and visit a broad array of flowering plants for nectar and pollen.

CBB is known to forage on flowers from a wide range of plant families, such as *Asclepidaceae, Asteraceae, Boraginaceae, Brassicaceae, Ericaceae, Fabaceae, Hydrophyllaceae, Lamiaceae, Orobanchaceae, Plumbaginaceae, Polygonaceae, Scrophulariaceae, and Solanaceae*. Preferred genera include *Asclepias, Salvia, Astragalus, Acmispon*, and *Vicia*.

In early spring, mated females (gynes) emerge from overwintering in soil burrows to establish new colonies, supplying their young with nectar and pollen (CDFW 2023). As the colony develops, non-reproductive workers are produced to support the growing brood. By early to mid-summer, males and new reproductive females appear. These workers and males live only a few weeks, resulting in peak population numbers in late spring and summer. By fall, only gynes remain, and the species becomes nearly undetectable through the winter months when they lie dormant underground.

METHODS

HABITAT ASSESSMENT

Methods used to perform the habitat assessment were based on the CDFW Considerations for CESA Candidate Bumble Bee Species document (CDFW 2023).

Literature and database queries were performed to assist in determining the presence or potential occurrences of the CBB. The following resources were reviewed:

- CDFW California Natural Diversity Database (CNDDB) for areas within 10 miles of the project (CNDDB 2025)
- Inaturalist Observation Database for areas within 10 miles of the project (I Naturalist 2025)
- Bumble Bee Watch for areas within 10 miles of the project (Xerces Society 2025)

On May 26, 2025, OSPREY Senior Biologist and CDFW Memorandum of Understanding (MOU) permit holder for CBB, Marshall Paymard, conducted a focused habitat assessment for CBB within the proposed project footprint and an additional 25-foot buffer area. This combined area is hereafter referred to as the study area (Figure 2- CBB Study Area).

The assessment was conducted via pedestrian survey to systematically evaluate the presence and quality of key habitat features associated with CBB life history requirements, including potential foraging and nectar resources, nesting habitat, and overwintering (hibernacula) microhabitats.

During the assessment, vegetation communities and land cover types were field-mapped at a scale of 1 inch = 200 feet using high-resolution, drone-based aerial imagery as a base map. Following the field effort, all mapped vegetation polygons were digitized and spatially quantified using ArcGIS Pro geospatial analysis software.

Vegetation classification was performed following the Manual of California Vegetation (MCV), second edition (Sawyer et al. 2009), where appropriate. In cases where direct correlation to MCV alliances or associations was not feasible, classifications were assigned based on the professional judgment of the biologist, ensuring consistency with conservation standards and habitat management practices.

FOCUSED SURVEYS

Marshall Paymard, OSPREY Senior Biologist and authorized CDFW MOU permit holder for CBB, conducted focused surveys within the study area following the CDFW Survey Considerations for CESA Candidate Bumble Bee Species (June 6, 2023) and the U.S Fish and Wildlife Service (USFWS) Survey Protocols for the Rusty Patched Bumble Bee (USFWS 2019). Surveys were conducted during the active colony season (April through August) and included a minimum of three visits spaced at least two weeks apart (see Table 1).

All surveys were performed under favorable weather conditions, with ambient temperatures between 65°F and 90°F, wind speeds below 8 mph, and during appropriate daylight hours—no earlier than one hour after sunrise and concluding at least two hours before sunset. Mr. Paymard walked meandering transects across the study area, spaced to allow full visual coverage, while actively searching for foraging bumble bees and potential nest sites such as small mammal burrows. Survey effort met the threshold of one person-hour per three acres of suitable habitat.

Bumble bees were captured using a decontaminated insect net and immediately transferred to a sterile, decontaminated vial. Vials were then placed in a temperature-controlled cooler (not below 25°F) for no longer than 45 minutes to temporarily reduce bee activity for safe handling and identification.

Photographs were taken of each captured individual, with each image clearly labeled and linked to the corresponding observation record, including the host plant species at the time of capture. Following documentation, all bees were released in a shaded area near the point of capture to allow for recovery and natural departure.

Table 1. Schedule of Surveys

Survey Number	Date	Hours	Personnel	Conditions (temperature, cloud cover, wind speed)
1	May 29, 2025	0900-1800	MP	66°F-76°F, 0%, 0-1 mph
2	June 13, 2025	0808-1810	MP	70°F-88°F, 0%, 2-4 mph
3	June 27, 2025	0700-1804	MP	69°F-89°F, 0%, 1-4 mph

MP=Marshall Paymard

RESULTS

HABITAT ASSESSMENT

A CNDDB query identified seven (7) recorded occurrences of CBB within a 10-mile radius of the study area (CNDDB 2025). The closest record is located approximately one (1) mile

to the east of the study area. Additionally, iNaturalist data show 14 verified observations of CBB within the same 10-mile radius (iNaturalist 2025). The Xerces Society's Bumble Bee Atlas documents three (3) CBB occurrences within the 10-mile search area (Xerces Society 2025).

Vegetation and Land Cover Types

California Buckwheat Scrub (CBS)

California buckwheat scrub is predominantly composed of California buckwheat (*Eriogonum fasciculatum*), which exhibits a relative cover exceeding 50%, and is the dominant shrub cover across the study area. The understory is characterized by a heterogeneous assemblage of non-native annual grasses, primarily species of the genus *Bromus*, and herbaceous dicots, notably *Erodium* spp., which contribute to a weedy ground layer typical of disturbed or transitional habitats. In localized patches, common sandaster (*Corethrogyne filaginifolia*) occurs at a lower percent cover (>5%), representing a minor yet notable component of the herbaceous layer.

California buckwheat scrub covers approximately 15.52 acres, accounting for 44% of the total study area, and is widely distributed across both the western and eastern portions of the site (Figure 3 – Vegetation and Land Cover). During the habitat assessment, about 25% of the buckwheat was in bloom, while less than 5% of common sandaster was observed flowering. No other species within this community were observed flowering.

Non-Native Grassland (NNG)

Non-native grassland is characterized by the dominance of non-native annual grasses, indicative of a ruderal or disturbed grassland community. Common grass species observed within this assemblage throughout the study area include wild oats (*Avena fatua*), cheatgrass (*Bromus tectorum*), red brome (*Bromus rubens*), and ripgut brome (*Bromus diandrus*). The herbaceous layer also includes a variety of broad-leaved (forb) species, with notable dominants such as shortpod mustard (*Hirschfeldia incana*), red-stemmed filaree (*Erodium cicutarium*), and annual ragweed (*Ambrosia acanthicarpa*), all of which are adapted to open, disturbed conditions.

Non-native grassland is the second most prevalent vegetation community within the study area, occupying approximately 9.77 acres, or 28% of the total area (Figure 3). Shortpod mustard comprises about 5% of this habitat, with all individuals (100%) observed in bloom at the time of the habitat assessment. No other species within this community were observed flowering.

Sandaster and Perennial Buckwheat Fields (SAPBF)

The sandaster and perennial buckwheat field community is characterized by the dominance of common sandaster (*Corethrogyne filaginifolia*), which comprises more than 50% relative cover within the herbaceous layer. This community also features intermittent patches of longstem buckwheat (*Eriogonum elongatum*), with localized areas having less than 30% relative cover. Subdominant species include the non-native annual grass red brome and various species of filaree (*Erodium* spp.), which contribute to the understory composition.

This vegetation type is primarily distributed across the central and eastern portions of the study area, forming ecotonal boundaries adjacent to California buckwheat scrub and non-native grassland communities (Figure 3). Common sandaster and perennial buckwheat fields occupy approximately 5.23 acres, representing 15% of the total study area. During the habitat assessment, less than 5% of common sandaster was observed in bloom, while longstem buckwheat was not observed flowering (0%). No other species within this community were observed flowering.

Disturbed Habitat (DH)

Disturbed habitat encompasses undeveloped areas that have undergone significant anthropogenic alteration, resulting in modified soil conditions and reduced ecological function. These areas retain an earthen substrate and, where vegetation is present, it is primarily composed of ruderal species. Shortpod mustard covers less than 5% of this habitat, with all individuals (100%) observed in bloom at the time of the habitat assessment. No other species within this community were observed flowering. This land cover type includes roads and trails characterized by exposed earthen surfaces, lacking substantial gravel or engineered pavement.

Approximately 2 acres of disturbed habitat is present within the study area (Figure 3).

Fiddleneck - Phacelia Fields (FPF)

The fiddleneck–phacelia field community is characterized by a dominant cover of fiddleneck (*Amsinckia* spp.), interspersed with non-native annual grasses including red brome and ripgut brome.

Approximately 0.2 acres of this vegetation type are present within the north-central portion of the study area (Figure 3). At the time of the habitat assessment, approximately less than 3% of the fiddleneck spp. was observed in bloom. No other species within this community were observed flowering.

Scale Broom Scrub (SCS)

Scale broom scrub is dominated by California buckwheat with occurrences of scale broom (*Lepidospartum squamatum*) (>1% absolute cover) occurring within alluvial environments.

Scale broom scrub occupies approximately 0.2 acres within Pershing Creek (Figure 3). During the habitat assessment, less than 20% of the California buckwheat was observed in bloom, while no scale broom individuals were flowering. No other species within this community were observed in bloom.

Non-Vegetated Channel (NVC)

This land cover type consists of unvegetated or sparsely vegetated stream channels, primarily composed of coarse sandy substrate. Most of the drainages within the project area exhibit minimal vegetative cover, with only scattered patches of mule fat (*Baccharis salicifolia*), annual ragweed (*Ambrosia acanthicarpa*), shortpod mustard, and Johnson grass (*Sorghum halepense*). Shortpod mustard was the only species observed flowering

within this community, covering approximately 1% of the area, with all individuals in bloom at the time of the habitat assessment.

Approximately 0.6 acres of this non-vegetated channel habitat is present within the study area, specifically associated with Smith Creek, Pershing Creek, and Highland Wash (Figure 3).

Urban/Developed (DEV)

The urban/developed land cover type encompasses areas that have been significantly altered by anthropogenic activity and generally lack natural soil substrates. These areas are typically dominated by impervious surfaces such as asphalt, concrete, or compacted gravel, and may include ornamental landscaping associated with residential, commercial, or infrastructure development.

Approximately 1.86 acres of urban/developed land occur within the study area (Figure 3).

Foraging Habitat

The study area provides foraging habitat for CBB, primarily due to the presence of California buckwheat scrub, which comprises approximately 44% of the site. This vegetation community serves as the dominant nectar source for CBB, owing to the high relative cover of *Eriogonum fasciculatum*. Additional floral resources, either actively blooming or expected to bloom seasonally, include shortpod mustard, common sandaster, fiddleneck species, longstem buckwheat, and *Erodium* species. These species may offer supplementary nectar and pollen during their respective flowering periods. Blooming plant species observed during each survey and their respective percent covers are summarized in Table 2 below.

Table 2. Flowering Plant Species Percent Cover During Survey Effort

Scientific Name	*Common Name*	*Vegetation Community*	*Percent Cover*	*% in Bloom (*HA)*	*% in Bloom (Survey 1)*	*% in Bloom (Survey 2)*	*% in Bloom (Survey 3)*
Amsinckia spp.	fiddleneck	Fiddleneck–Phacelia Field	>50%	<3%	<1%	0%	0%
Corethrogyne filaginifolia	common sandaster	California Buckwheat Scrub; SAPBF	>5; >50	<5%	<5%	<5%	<5%
Eriogonum fasciculatum	California buckwheat	California Buckwheat Scrub; Scale Broom Scrub	>50	25%	50%	70%	95%
Hirschfeldia incana	shortpod mustard	Non-native Grassland; Disturbed Habitat; NVC	5; <5; 1	100%	100%	90%	80%

*SAPBF= Sandaster and Perennial Buckwheat Fields; NVC= Non-Vegetated Channel

Nesting Habitat

Potential nesting resources for CBB—including exposed bare ground, abandoned rodent burrows, and debris or concrete piles—are distributed throughout the study area. Approximately 0.6 acres of larger, contiguous patches of undisturbed bare ground were identified and mapped during the habitat assessment and were systematically surveyed during focused CBB surveys.

Overwintering Habitat

The study area contains potential overwintering habitat for CBB, including features such as accumulations of leaf litter, woody debris, and brush piles, which may provide suitable insulated microsites for overwintering queens. These habitat features are scattered throughout the study area.

FOCUSED SURVEYS

A single female CBB was observed and captured while foraging on California buckwheat within the project footprint on June 27, 2025, during the final survey effort (Figure 4 – *Bombus* Locations; Photographs 1–4). In addition, three (3) yellow-faced bumble bees (*Bombus vosnesenskii*) were also captured and documented during the same survey (Figure 4; Photographs 5–16). All bumble bees were handled in accordance with the conditions outlined in Mr. Paymard's MOU and the Survey Plan for the project. A CNDDB field survey form was completed and submitted on July 3, 2025, and the CDFW was notified on July 4, 2025.

CONCLUSION

The habitat assessment and focused survey efforts confirm that the study area supports suitable foraging, nesting, and overwintering habitat for CBB. California buckwheat scrub, which comprises approximately 44% of the study area, provides the dominant floral resource, with additional nectar and pollen sources contributed by shortpod mustard, common sandaster, fiddleneck species, and longstem buckwheat. Although floral diversity was somewhat limited, blooming plant species were distributed throughout the site during the survey period. Suitable nesting and overwintering substrates—including bare ground, abandoned rodent burrows, and woody debris—are also present across the study area however, no active nest sites were documented in the study area.

Importantly, one female CBB was observed and captured foraging within the project footprint during the final survey, confirming the species' presence onsite. This observation, in conjunction with nearby occurrence records from CNDDB, iNaturalist, and the Xerces Society, highlights the ecological value of the site and supports the conclusion that the study area provides functionally suitable habitat for CBB.

Should you have any questions regarding this report or require additional information, please do not hesitate to contact me at (949) 356-8476 or mpaymard@ospreyenv.com.

Sincerely,



Marshall Paymard
Senior Biologist

REFERENCES

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Appendix A

Report Figures

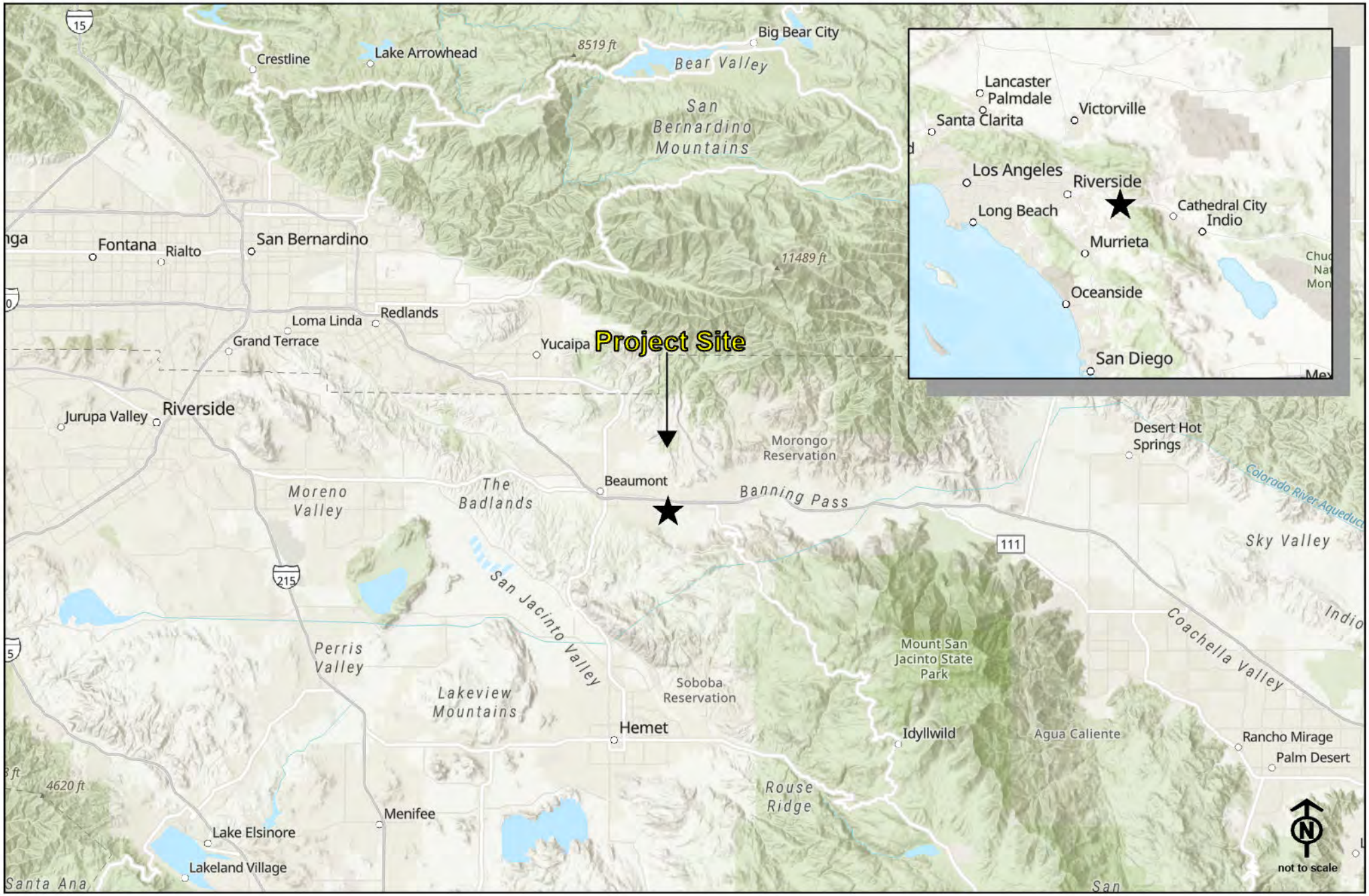


Figure 1 Project Location

Sun Lakes Boulevard Extension Project-2025 CBB Survey Report



Figure 2 CBB Study Area

Sun Lakes Boulevard Extension Project-2025 CBB Survey Report



CBB Study Area
Sand-Aster Perennial Buckwheat Fields (SAPBF)
Non-Vegetated Channel (NVC)
Scale Broom Scrub (SBS)
CA Buckwheat Scrub (CBS)
Non Native Grassland (NNG)
Urban/Developed (DEV)
Disturbed Habitat (DH)
Fiddleneck Phacelia Fields (FPF)

Figure 3 Vegetation and Land Cover

Sun Lakes Boulevard Extension Project-2025 CBB Survey Report



CBB Study Area
Crotch's Bumble Bee
Yellow-Faced Bumble Bee

Figure 4 Bombus Locations

Sun Lakes Boulevard Extension Project-2025 CBB Survey Report

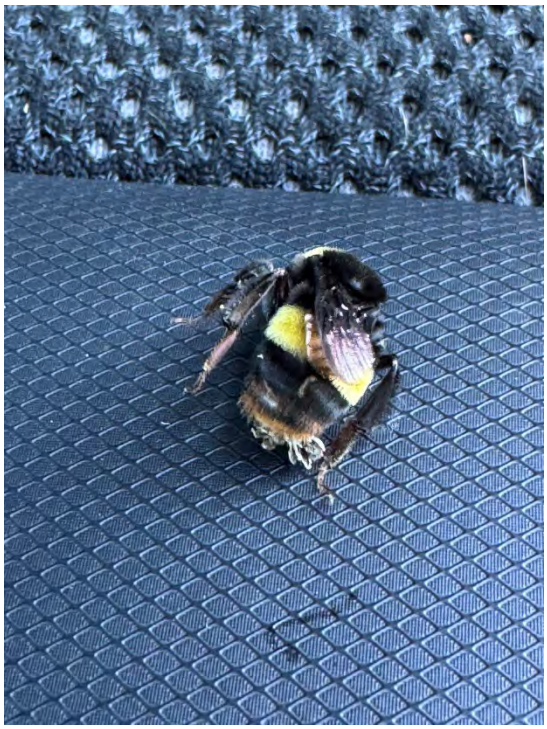
OSPREY ENVIRONMI ASSOCIATE

Appendix B

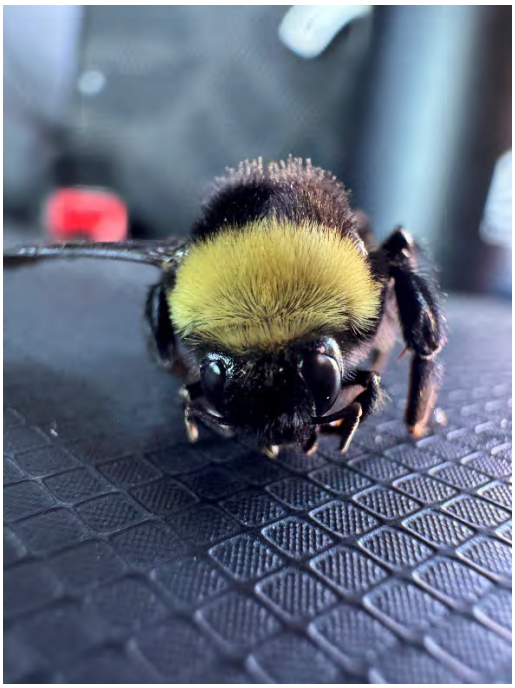
Photographs



Photograph 1. Crotch's Bumble Bee



Photograph 2. Crotch's Bumble Bee



Photograph 3. Crotch's Bumble Bee



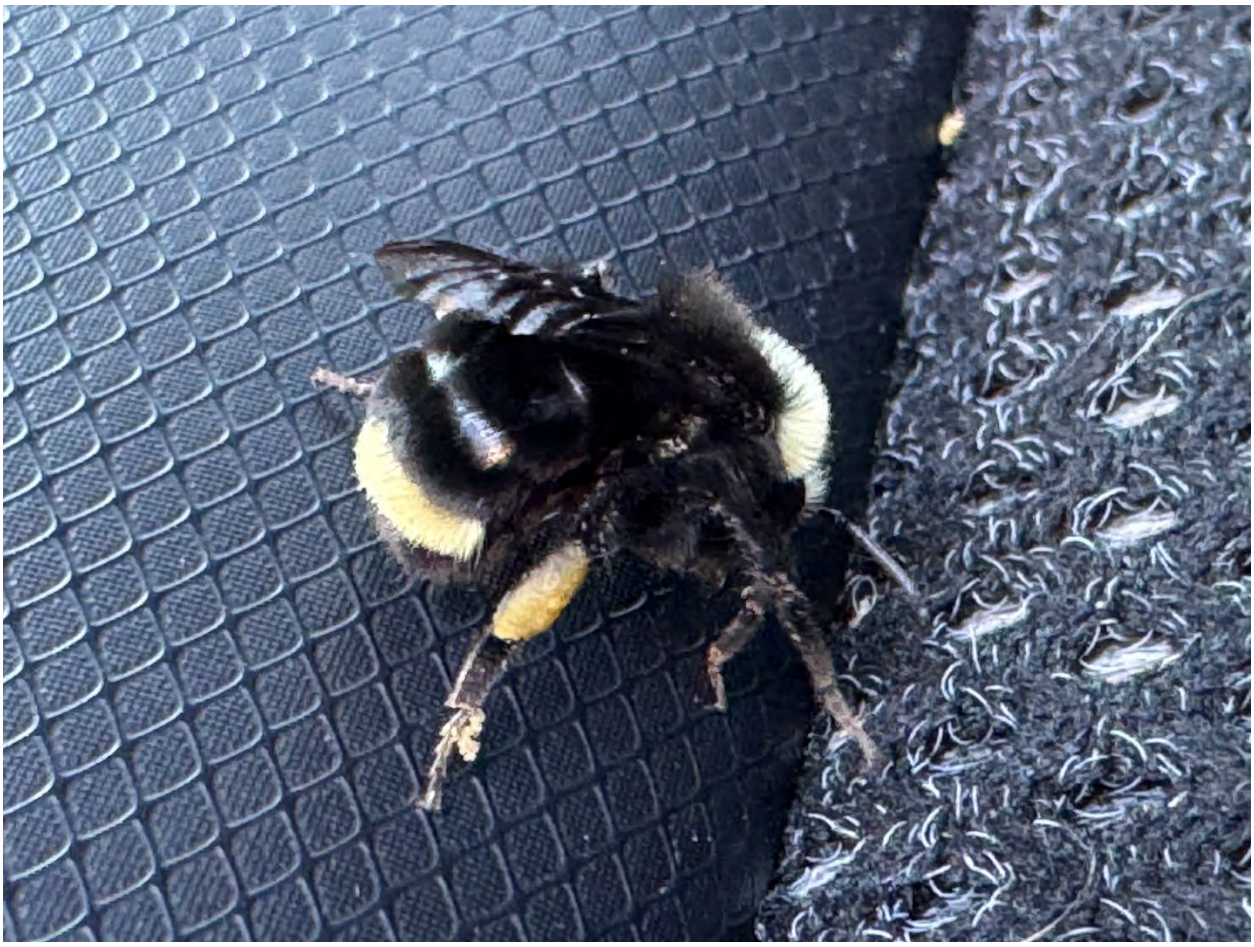
Photograph 4. Crotch's Bumble Bee



Photograph 5. Yellow-Faced Bumble Bee (Individual A)



Photograph 6. Yellow-Faced Bumble Bee (Individual A)



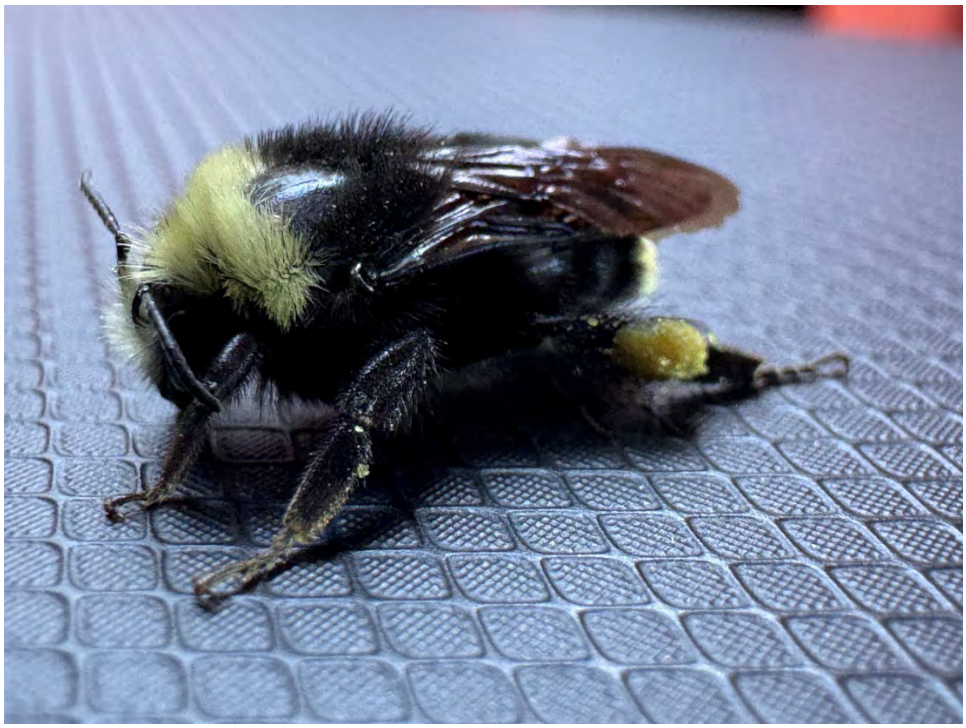
Photograph 7. Yellow-Faced Bumble Bee (Individual A)



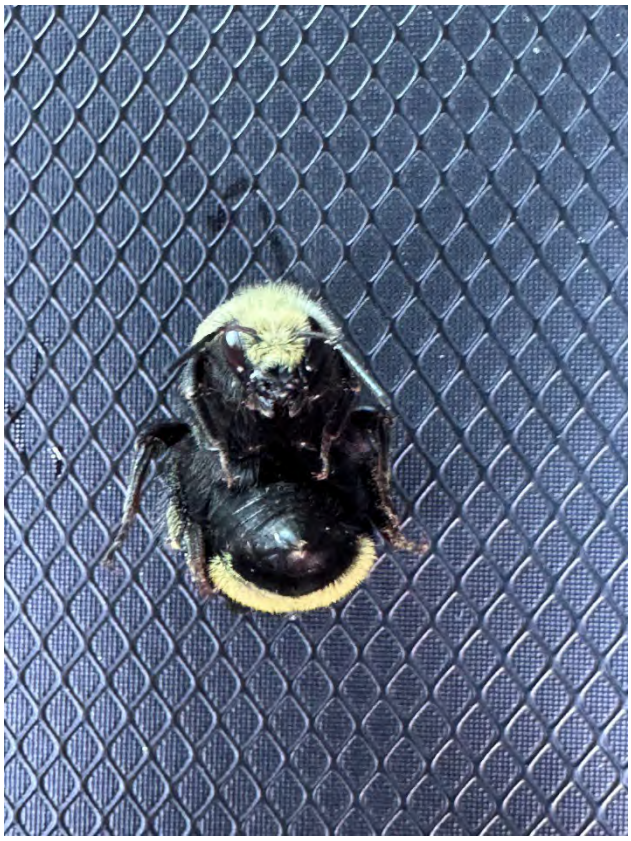
Photograph 8. Yellow-Faced Bumble Bee (Individual B)



Photograph 9. Yellow-Faced Bumble Bee (Individual B)



Photograph 10. Yellow-Faced Bumble Bee (Individual B)



Photograph 11. Yellow-Faced Bumble Bee (Individual B)



Photograph 12. Yellow-Faced Bumble Bee (Individual B)



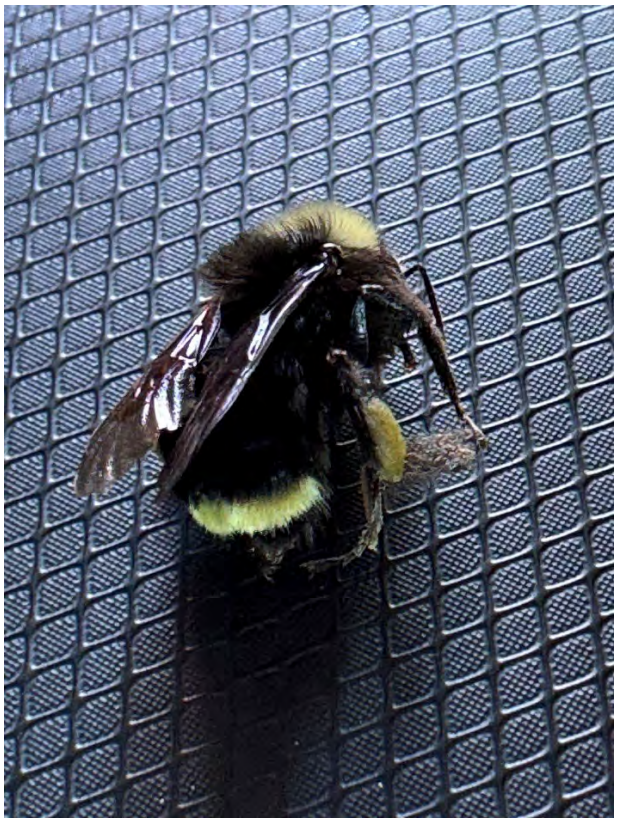
Photograph 13. Yellow-Faced Bumble Bee (Individual C)



Photograph 14. Yellow-Faced Bumble Bee (Individual C)



Photograph 15. Yellow-Faced Bumble Bee (Individual C)



Photograph 16. Yellow-Faced Bumble Bee (Individual C)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Art Vela, Interim City Manager**
MEETING DATE:	**October 28, 2025**
SUBJECT:	**Discussion Regarding the Process Outlined in the City of Banning Manual of Procedural Guidelines for Adding Items to the Agenda**

RECOMMENDATION:

Discussion Regarding the Process Outlined in the City of Banning Manual of Procedural Guidelines for Adding Items to the Agenda

BACKGROUND:

The City of Banning's Manual of Procedural Guidelines ("Manual"), last amended on October 8, 2024, establishes the procedures governing all meetings of the City Council, Successor Agency, Housing Authority, Utility Authority, and Financing Authority.

Among other provisions, the Manual outlines the process for preparing meeting agendas (Section 3.5), including the specific steps that must be followed by any member of a Legislative Body seeking to place an item on an agenda:

Section 3.5 (Not in its entirety)
Any Legislative Body member may have the City Manager place any business on the agenda that should be discussed under the item of the regular meeting agenda titled "New Items." Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall advise the City Manager's office of that fact not later than 12:00 noon on the Tuesday of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion under Item 11 (New Items) of the regular meeting agenda. The Legislative Body shall then determine whether the proposed item should be a future agenda item for discussion and deliberation by consensus. The City Manager shall advise the Legislative Body member of constraints affecting staff's ability to produce an agenda report, and when the matter should be scheduled.

JUSTIFICATION:

Staff is requesting that the City Council provide direction regarding the implementation of Section 3.5, as referenced above, specifically, whether Section 3.5 should be followed as currently written or if the Council wishes to modify its provisions.

Staff is also recommending that the City Council authorize the use of the attached Council Item Request Form. The purpose of this form is to ensure that staff receives sufficient information to properly evaluate, research, and prepare agenda items submitted by Council Members. Utilizing this standardized form will help clarify the intent, background, and desired outcome of each requested item.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

1. Leave Section 3.5 as is.
2. Modify Section 3.5.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Redline_Banning_Procedural_Manual_-_Cheat_Sheet__006_.pdf
2. Council Item Request Form.pdf

CITY OF BANNING
MANUAL OF PROCEDURAL GUIDELINES

Adopted October 23, 2012, by City Council Resolution 2012-83
Amended April 23, 2013, by City Council Resolution 2013-48
Amended November 12, 2013, by City Council Resolution 2013-103
Amended May 26, 2020, by City Council Resolution 2020-67
Amended February 14, 2023, by City Council Resolution 2023-34
Amended October 8, 2024, by City Council Resolution 2024-164

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ARTICLE 1 – SCOPE OF MANUAL

ARTICLE 1 – SCOPE OF MANUAL

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of Banning's City Council, Successor Agency to the Banning Community Redevelopment Agency, Housing Authority, Utility Authority, Financing Authority and other constituent governing bodies, and commissions including, but not limited to, the Planning Commission, Parks and Recreation Commission, Youth Council, Historic Preservation Commission, and Budget and Finance Committee.

For avoidance of doubt, this Manual shall apply to all City bodies subject to the Brown Act, including all standing committees and commissions established by the City Council.

This Manual rescinds and supersedes all prior City Council resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- City of Banning Resolution No. 2023-34;
- City of Banning Resolution No. 2020-67;
- City of Banning Resolution No. 2013-103;
- City of Banning Resolution No. 2013-48;
- City of Banning Resolution No. 2012-83
- City of Banning Resolution No. 2004-43;
- City of Banning Resolution No. 2003-06;
- City of Banning Resolution No. 2000-41;
- City of Banning Resolution No. 1999-31;
- Banning CRA Resolution No. 2010-13; and
- Banning CRA Resolution No. 1990-04.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

Agenda	The document that outlines topics to be discussed during a meeting.
Staff Report	A document prepared by City Staff containing information and a recommendation about certain action(s) by the Legislative Body.
Agenda Packet	The agenda with accompanying staff reports for each agenda item.

Legislative Body	Any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Banning that is subject to the Brown Act (Government Code § 54950 *et seq.*). This includes the Banning City Council, Banning Successor Agency to the former Redevelopment Agency, Banning Housing Authority Board, Banning Utility Authority, Banning Financing Authority, Planning Commission, Parks and Recreation Commission, Youth Council, Historic Preservation Commission, and Budget and Finance Committee, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.
Presiding Officer	The Chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chair of any Commission.
Vice Chair	The vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tem in the case of the City Council, the Vice Chairperson in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority, and the Vice Chairperson of any Commission.
Clerk/Secretary	The person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk, and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the Administrative City Clerk in the case of the City and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.
General Counsel	The legal advisor to the Legislative Body, such as the City Attorney in the case of a City Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority.
City Manager	The Chief Executive Officer of the City, the Successor Agency to the former Redevelopment Agency, Housing Authority, Financing Authority and Banning Utility Authority. The City Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the City Manager can designate appropriate staff to serve as the Clerk/Secretary to any Commission of the City.

Non-Governing Bodies	Wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.
Sub-Legislative Bodies	Such advisory committees which are subject to the Brown Act but are not "governing" Legislative Bodies.
Adjourned Meeting	A meeting that is the continuation of a regular or special meeting which deals with unfinished business of the regular or special meeting.

These rules and procedures are enacted pursuant to authority granted by Government Code Sections 36813 and 54954. The purpose of this Manual is to provide procedures for Legislative Bodies that are consistent with the Brown Act and also to establish procedures that are convenient for the public and contribute to the orderly conduct of any Legislative Body's business. The procedures herein are in addition to, and not in place of, Rosenberg's Rules of Order, attached hereto as Exhibit "A," and any applicable ordinances and statutes. Rosenberg's Rules of Order are to be used as a guideline for the Legislative Body and such use is not intended to be rigidly binding and only serves as a recommendation. Rosenberg's Rules of Order are intended to provide for constructive and efficient conduct of meetings. In the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter. If there is any conflict between Rosenberg's Rules of Order and this Manual, the provisions of this Manual shall govern.

ARTICLE 2 – MEETINGS

ARTICLE 2 – MEETINGS

2.1 General Guidelines for Conduct of Board Meetings – Rosenberg's Rules of Order

All noticed meetings of Brown Act bodies are conducted using Rosenberg's Rules of Order as a procedural guideline. Rosenberg's Rules of Order are intended to provide for constructive and efficient conduct of meetings.

2.2 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the second and fourth Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, California 92220, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice or call of any special meeting. In the event the day of a meeting shall be a legal holiday, said meeting shall be held on the next business day.

2.3 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means or method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.4 Special Emergency Meetings

A special emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any special emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.5 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time and may compel the attendance of absent members. Except for City Council, any member who fails to attend any of the meetings of the Legislative Body for 60 consecutive days, unless such absences are excused, shall surrender the office, and be deemed to have surrendered the office. An absence is "excused" in non-emergency circumstances if the member provides the Clerk/Secretary with at least forty-eight (48) hours advance written notice of the member's intended absence. In emergency circumstances, which is limited to a physical or family medical emergency that prevents a member from attending a meeting, an absence is

"excused" if the member provides written notice of the member's intended absence as soon as possible prior to the meeting.

2.6 Workshops

The Legislative Body may meet informally in conference or "workshops" regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as special meetings or adjourned meetings, as applicable, and shall be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a workshop, the Legislative Body will not take any action with respect to the matter under review except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE 3 – NOTICE & AGENDA

ARTICLE 3–NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary, or their designee, shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth herein. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to the public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other posted material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary, or their designee, shall post a written notice specifying the time and place of the special meeting and the business to be transacted must be sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth herein.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular

meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary, or their designee, shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code Section 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

3.5 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Friday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

Any Legislative Body member may have the City Manager place any business on the agenda that should be discussed under the item of the regular meeting agenda titled "New Items." Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall advise the City Manager's office of that fact not later than **12:00 noon on the Tuesday** of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion under Item 11 (New Items) of the regular meeting agenda. The Legislative Body shall then determine whether the proposed item should be a future agenda item for discussion and deliberation by consensus. The City Manager shall advise the Legislative Body member of constraints affecting staff's ability to produce an agenda report, and when the matter should be scheduled.

Notwithstanding the foregoing, the City Manager and the Mayor generally have responsibility for setting the agenda for the Legislative Body (except for any other legislative body where the responsibility may be assigned to the City Manager's designee and the Chair of the body).

3.6 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Section 54954.2 and, where applicable, Section 54954.5. Matters may be designated as "New Items" and listed for the sole purpose of determining if they will be on a future agenda.

3.7 Action Items

(a) Items may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

3.8 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article 10, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the General Counsel to prepare are solution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article 10, shall be followed.

3.9 Ordinances (*City Council Only*)

(a) The City Council is the only Legislative Body empowered to amend the Banning Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction of the ordinance and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the Clerk/Secretary with the same formality as resolutions as described above in Section 3.8.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health, and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires a four-fifths vote of the City Council for passage pursuant to Government Code Section 36937.

3.10 Agreements

When any agreement is to be considered by the Legislative Body, the complete agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act (Government Code Sections 7920.000 *et seq.*). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body has determined the general conditions of the contract.

3.11 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 3.13 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

3.12 Public Comment Period

Pursuant to Government Code Section 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article 6.

3.13 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" exists that is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds (2/3) of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

3.14 Minutes and Recordings

(a) An account of the actions taken in all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare a record of the actions taken by the Legislative Body during open meetings, which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the Minutes may be

made only as to factual accuracy of the actions taken and not as to a change of intent. The Minutes of the meeting shall not be verbatim but rather shall be summary minutes. Only the best and most complete available audio recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim audio record of the meeting is not available.

(b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public in accordance with the Public Records Act. The Legislative Body must provide to the public, without charge, equipment to review the recording.

ARTICLE 4 – CLOSED SESSIONS

ARTICLE 4 – CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Council may request the Clerk/Secretary to attend closed session of the Legislative Body and may direct the Clerk/Secretary to enter into a minute book a record of any reportable decisions made at the meeting

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each Legislative Body member voted.

ARTICLE 5 – ORDER OF BUSINESS

ARTICLE 5 – ORDER OF BUSINESS

5.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

1. Call Meeting to Order.
    - Pledge of Allegiance
    - Roll Call
2. Agenda Approval.
3. Presentations.
4. Closed Session Report, if applicable.
5. Public Comments, Correspondence, Appointments, and Reports.
6. Consent Items. (See Section 5.3 below.)
7. Public Hearings.
8. Reports of Officers.
9. Discussion Items.
10. Announcements from Legislative Body Members.
11. Items for Future Agendas (New Items; Existing Items).
12. Adjournment.

5.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

5.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. Matters of a routine or generally uncontested nature and non-controversial may include a matter where the City Manager believes (i) the matter would most likely be unanimously approved by the Legislative Body, or (ii) there is not likely to be public comment on the matter, or (iii) a public presentation of the matter would not be particularly beneficial to the community or public interest. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article 6. Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. Ordinances shall not be

placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

5.4 City Representatives and Advisory Bodies *(City Council Only)*

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions, or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution, or other formal action, (ii) has a fixed regular meeting schedule, (iii) has continuing subject matter jurisdiction over a non-temporary issue, (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards, or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code, Sections 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the City Council. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the City Council by repeal of the enacting ordinance or resolution.

5.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditure. With respect to any given expenditure the applicable procedure shall be followed. Adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

5.6 Items from Members, the City Manager, and the City Treasurer

(a) There is a specific item on the agenda - "Announcements from Legislative Body Members" - for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, and for requests by members that staff look into specific matters. Legislative Body members shall report at this time on any conferences, seminars or other events they attended and for which they received compensation or reimbursement from the City. Such report should include the dates of attendance, and a brief description of the subject matter of topics covered at the events. These matters may not be discussed among the Legislative Body members, opined upon, or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 6.2. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as "New Items." Matters are listed under this item pursuant to Section 3.5 where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared. The listing of the matter allows a discussion of whether a staff report should be prepared, or it may be held in the "Existing Items" section of the agenda to keep track of if the City Council determines that a staff report should be prepared for a future agenda.

(c) There is an agenda item referred to as "City Manager's Report." This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

(d) There is an agenda item referred to as "City Treasurer's Report." The City Treasurer shall attend the meetings of the Legislative Body, unless excused. The City Treasurer may report on (i) the activities of the Budget and Finance Committee, and (ii) the duties of the City Treasurer as imposed under State law, except such duties otherwise delegated by the City Council to the City Clerk or the Administrative Services Director.

(e) There is an agenda item referred to as “City Council Committee Reports.” Under this agenda item, City Council members may report on meetings of committees that City Council members are assigned to attend by the Council.

ARTICLE 6 – PUBLIC COMMENT AND PRESENTATIONS

ARTICLE 6– PUBLIC COMMENT AND PRESENTATIONS

6.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value, including activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Banning community, honors, and recognitions for City staff for outstanding service or commitment to the City's mission and goals. **Please Note:** This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

All presentations are to be no more than five minutes in length, including all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Banning City Council Meeting Presentation Policy contained and incorporated as an exhibit to this Manual.

6.2 Public Comment

At the beginning of any Legislative Body meeting, the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "Public Comments" heading. Each speaker will be limited to a maximum of three (3) minutes to provide comments on non-agendized issues. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the Public Comment period or otherwise. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions, or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 6.5 below.

6.3 Time Limitations

The time limit to speak for public comments is five (5) minutes during a noticed public hearing and to provide comments on all other agendized items, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article 7. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article 9 generally, and the Presiding Officer may reasonably reduce the time if there are a significant number of speakers or extend time if he/she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

6.4 Reserved

(a) Additional Procedures for Public Comment on Agenda Items. Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda.

(b) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(c) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE 7 – NOTICED PUBLIC HEARINGS

ARTICLE 7– NOTICED PUBLIC HEARINGS

7.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

(b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the statute of limitations to challenge the validity any action taken Legislative Body on such matter.

(d) Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

7.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or notice of continuance, be continued, or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item, which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time, the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing may be permitted by the Presiding Office to again address the Legislative Body on the item at the renewed hearing, provided the testimony is not redundant.

(c) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believe confusion may be created as to the time of the hearing.

7.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers, to limit the total time for testimony, to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

7.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with, applicants, or other persons who will be the subject of a quasi-adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE 8 – MEETING OFFICERS

ARTICLE 8 - MEETING OFFICERS

8.1 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or the public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article 9.

(b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden. The Motion to Appeal the Ruling is governed by the Rosenberg's Rules of Order attached hereto as Exhibit "A".

8.2 Representation of Legislative Body

(a) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

(b) Members of the City Council may use official City letterhead to correspond with other public officials and with consultants, but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No other Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

8.3 Email and Social Media Policy

(a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents.

Members should be aware that all such communications may be subject to the Public Records Act (Government' Code Section 7920.000 *et seq.*). The use of private email accounts for City business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email and social media.

(c) Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

(d) Members of the Legislative Body may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the Legislative Body. A majority of the Legislative Body members shall not use any internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the Legislative Body. A Legislative Body member shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the Legislative Body that is made, posted, or shared by any other member of the Legislative Body.

8.4 Clerk/Secretary

The Clerk/Secretary, or their deputy, shall attend all meetings of the Legislative Body unless excused and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

8.5 City Manager

(a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body but shall have no vote. The City Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body, and may present information relating to matters before the Legislative Body.

(b) The City operates under the city manager form of government (Government Code Section 34851 *et seq.*). The City Manager has the power to: (i) administer the day-to-day affairs of the City; (ii) hire and fire City employees (except the City Attorney); and (iii) perform such other functions as the City Council chooses to authorize by ordinance. The City Manager shall carry out the City Council's policy direction through the day-to-day management of City functions.

8.6 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The General Counsel serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 8.1 above. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form by the General Counsel. Agreements may be approved as to form by the General Counsel when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The General Counsel is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence, any discussion with the General Counsel which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the General Counsel. The General Counsel shall not have an attorney-client relationship with individual Council members. The General Counsel is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision-making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[City Council Only].* It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is

normally without direct cost to the City. In considering whether to direct General Counsel to file an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City- related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or General Counsel who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The General Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (i) in the opinion of General Counsel the legal matter significantly affects the interests of the City, (ii) the General Counsel has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5,000, and (iv) the General Counsel makes a written report of the action to the Legislative Body.

iii) Approval given to the General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

8.7 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where abstention from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forth the reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations, and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely

during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

8.8 Reserved

8.9 No Financial Interest in Agreements

A member of a Legislative Body shall not have a financial interest in an agreement within the meaning of (Government Code Section 1090 *et seq.*) made in their official capacity. An agreement in which a Legislative Body member has a financial interest shall be null and void whether the member participates in the making of the contract or not, unless a remote or non-interest exception applies under Government Code Sections 1091 or 1091.5.

8.10 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

8.11 Confidential Information

No Legislative Body member may disclose confidential information to any unauthorized person. A violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

ARTICLE 9 – DECORUM AND ORDER

ARTICLE 9– DECORUM AND ORDER

9.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate.

(b) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raised by another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities, which disrupt, disturb, or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communications during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the

rules of decorum herein.

(j) No Legislative Body member attending a meeting of another Legislative Body shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 9.5.

9.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any individual Legislative Body member or member of the public.

(b) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, General Counsel, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

9.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual Legislative Body member, staff member or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to actually cause disruption to the conduct of the meeting may be removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at-arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on

appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

9.4 Enforcement of Decorum

(a) The Banning Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet, whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb, or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body
- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceeding is held for symbolic or other reasons.
- Speaking beyond the time limits
- Being unduly repetitious

(c) Examples of non-disruptive conduct include:

- Silent gestures by members of the audience, such as a thumbs up or thumbs down that are not otherwise disruptive of the meeting.
- Catcalls or booing during a time allowed for applause that does not otherwise disrupt the meeting.
- Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate this Manual and does not disrupt the meeting.

(d) As set forth in Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully

interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

9.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance, or resolution of the City of Banning. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

(i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

(ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member with a copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten (10) days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all

other Legislative Body persons.

(iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring ten (10) days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

(i) The hearing shall be conducted in an open session by the Presiding Officer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct the proceedings.

(ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

(iii) Passage of the motion for censure shall require a majority vote of the members of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the 1-year period on the vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of the public record a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body member.

9.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

9.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a

member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.

ARTICLE 10 – PARLIAMENTARY PROCEDURES

ARTICLE 10 – PARLIAMENTARY PROCEDURES

10.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted with the most recently revised edition of Rosenberg's Rules of Order serving as a procedural guideline. In the event of any conflict between Rosenberg's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds (2/3) vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conducted in accordance with Exhibit "A" hereto.

10.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

(b) Except as in Subsection (a) above, otherwise, all votes of the Legislative Body shall be taken by electronic vote. In the event the electronic voting machine is not functioning or otherwise unavailable, vote shall be by roll call vote. The order voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote, the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

10.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

(v) Certain Parliamentary Motions – Motions requiring a supermajority vote are noted in Rosenberg's Rules of Order attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

(d) Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or at an adjourned meeting following the meeting at which the action was taken, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney.

- In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken.
- If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements.

After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

(e) Adjournment

To adjourn a meeting, the Presiding Officer shall ask the Legislative Body members whether there is a consensus to adjourn the meeting. If a Legislative Body member makes a motion to adjourn, and this motion is followed by a second, then the Presiding Officer shall have

the Legislative Body members vote on the adjournment motion. The meeting is adjourned if there is a majority vote of the Legislative Body members on a motion or if there is a consensus to adjourn, at which time the Presiding Officer shall pronounce the time that the meeting is adjourned.

10.4 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

10.5 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

10.6 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote

on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

10.7 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo*. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

10.8 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

10.9 Curfew

A 10:00 p.m. curfew is imposed upon City Council meetings. Matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 p.m. except upon a unanimous vote of the Council members present, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue. The City Manager shall arrange the regular order of business on Council agendas to minimize any adverse effects this curfew may have regarding the timely conduct of important City business. This Section 10.9 shall supersede Resolution No. 2016-44.

ARTICLE 11 — PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

ARTICLE 11- PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

11.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of Section 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of Sections 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

11.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than 72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda and may consider it at that meeting pursuant to Article 3 Section 13, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action.

11.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other evidence of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE 12 – MISCELLANEOUS

ARTICLE 12 – MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated, or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the City. Such notice shall identify the section or sections of the Manual proposed to be amended.

12.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Government' Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT A

(ROSENBERG'S RULES OF ORDER)



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

LEAGUE® OF CALIFORNIA CITIES

MISSION AND CORE BELIEFS

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VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

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Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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About the Author

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move … "

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion,** for example, "A motion at this time would be in order."
2. **Suggesting a motion to the members of the body,** "A motion would be in order that we give a 10-day notice in the future for all our meetings."
3. **Making the motion.** As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed,* the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion can contain a specific time in which the item can come back to the body. "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question" or sometimes someone simply shouts out "question." As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a "request" rather than as a formal motion. The chair can simply inquire of the body, "any further discussion?" If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the "question" as a formal motion, and proceed to it.

When a member of the body makes such a motion ("I move the previous question"), the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," or "I move the question," or "I call the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it's pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the "no" votes and double that count to determine how many "yes" votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote "no" then the "yes" vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote "abstain" or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of "those present" then you treat abstentions one way. However, if the rules of the body say that you count the votes of those "present and voting," then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are "present and voting."

Accordingly, under the "present and voting" system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are "present"), but you treat the abstention votes on the motion as if they did not exist (they are not "voting"). On the other hand, if the rules of the body specifically say that you count votes of those "present" then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like "no" votes.

How does this work in practice?
Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are "present and voting." If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three "yes," one "no" and one "abstain" also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members "present." Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a "no" vote. Accordingly, if the votes were three "yes," one "no" and one "abstain," then the motion fails. The abstention in this case is treated like a "no" vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an "abstention" vote? Any time a member votes "abstain" or says, "I abstain," that is an abstention. However, if a member votes "present" that is also treated as an abstention (the member is essentially saying, "Count me for purposes of a quorum, but my vote on the issue is abstain.") In fact, any manifestation of intention not to vote either "yes" or "no" on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote "absent" or "count me as absent?" Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually "absent." That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

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EXHIBIT B

BANNING CITY COUNCIL MEETING PRESENTATION POLICY

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value including:

- Activities, events, and infrastructure projects relating to the City.
- Honors and celebrations for organizations, corporations and residents related to Banning.
- Honors and celebrations for organizations, corporations and resident which reflect their service to the Banning community.
- Honors and recognitions for City staff for outstanding service or commitment to the City's mission and goals.
- Please note this is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

Presentation Length
All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

Presentation Schedule
City Council begins at 5:00 p.m. with an invocation and pledge to the American flag followed by presentations. All honorees or groups are to arrive no later than 4:45 p.m.

Presentation Location
Presentations take place in the Council Chambers inside Banning City Hall located at 99 E. Ramsey Street. Parking is available in the Police Department parking lot located at 125 E. Ramsey Street (just off Hays Street) adjacent to the Council Chambers, or in the City Hall parking lot located at the corner of Hays and San Gorgonio.

Presentation Technical Support
The City has the capability to display PowerPoint (or equivalent) during the presentation. If a PowerPoint is to be used during the presentation:

- The PowerPoint is to be no more than 10 slides with limited text; and
- To be submitted to the City Clerk's Office no later than the Thursday prior to the scheduled Tuesday City Council meeting (2nd and 4th Tuesdays of the month).
  - PowerPoints are subject to editing for appropriateness.
  - PowerPoints which do not meet these standards will not be used.

EXHIBIT C
ROSENBERG'S RULES OF ORDER
CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn" (Only needed prior to the end of the agenda)	No	Yes	No	No	Majority
Recess/intermission	"I move that we recess until…"	No	Yes	No	Yes	Majority
Complaint about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Motion to table	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question" or "Call the question"	No	Yes	No	No	2/3
Introduce a motion	"I move that…" or "I move to…"	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by…" (You can also ask for a friendly amendment, which is less formal; if mover and second concur, no vote needed)	No	Yes	Yes	Yes	Majority
Refer to a committee	"I move that the question be referred to a committee for more study"	No	Yes	Yes	Yes	Majority
Motion to Limit or Extend Debate	"I move to limit debate to _ minutes per speaker" or "I move to extend debate by _ minutes"	No	Yes	No	Yes	2/3
Motion to Withdraw a Motion	"I withdraw the motion."	Yes	No	No	No	None

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to…" (Only a member of the prevailing side can make a motion to reconsider)	Yes	Yes	Yes	No	Majority
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of Banning City Council meeting agenda:

Reference: **Section 3.5 of the City of Banning Manual of Procedural Guidelines**

Docusign Envelope ID: 5115C004-C7BE-4BD4-B53F-3DB158753FC3

AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **MARIPOSA LANDSCAPES, INC.** ("Contractor") is effective as of this day: May 27, 2025.

RECITALS

A. On February 23, 2021, the City awarded a Landscape Maintenance Agreement to Mariposa Landscapes, Inc. The Agreement provided that Contractor would provide those services specified in the Agreement and in the Scope of Services attached to the Agreement as Exhibit "A-1". The Agreement included a Schedule of Compensation attached as Exhibit "C" which specified that Contractor's total compensation would not exceed One Hundred Six Thousand Three Hundred Fifty-Two Dollars ($106,352.00), which included a 10% contingency for additional work.

B. On March 22, 2021, the City and Contractor, executed the Landscape Maintenance Agreement for City Parks – (C00698).

C. On May 10, 2022, the City and Contractor amended the Agreement ("Amendment No. 1") to extend the term for an additional one-year term to expire June 30, 2023 and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred One Thousand Six Hundred Thirty-Eight Dollars and Eighty Cents ($101,638.80), as approved by City Council Resolution No. 2022-56.

D. On June 15, 2023, the City and Contractor amended the Agreement ("Amendment No. 2") to extend the term for an additional one-year term to expire June 30, 2024, modify the scope of services, and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred Thirty-Five Thousand Eight Hundred Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97), as approved by City Council Resolution No. 2023-095.

E. On May 14, 2024, the City and Contract amended the Agreement ("Amendment No. 3") to extend the term for an additional one-year term to expire June 30, 2025, modify the scope of services, and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred and Thirty-Nine Thousand Seven Hundred Eighty-Seven Dollars and Sixty-Four Cents ($139,787.64), as approved by City Council Resolution No. 2024-067.

F. City and Contractor now desire to amend the Agreement ("Amendment No. 4") in accordance with City Council approval to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2026, modify the scope of services to include additional landscape sites and to provide compensation for the additional one-year term and additional services in an amount not to exceed One Hundred Sixty-Seven Thousand Two Hundred Ninety-Six Dollars and Ninety-Five Cents ($167,296.95). The total compensation shall not exceed

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Six Hundred Fifty Thousand Nine Hundred Twenty-Three Dollars and Thirty-Six Cents ($650,923.36).

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

   a) Section 1.1 and Exhibit "A" to the Agreement is amended to include the amended scope of services attached as Attachment "1" to this Amendment 4.

   b) Section 2.1 ("Contract Sum") of the Agreement is amended to provide that the City agrees to pay Contractor a monthly amount of Twelve Thousand Six Hundred Seventy-Four Dollars and Seven Cents ($12,674.07) for twelve (12) months through June 30, 2026. Additionally, the City may authorize extra work for services not included in the agreed Scope of Services of a not to exceed amount of Fifteen Thousand Two Hundred Eight Dollars ($15,208.00) for a total not to exceed amount of One Hundred Sixty-Seven Thousand Two Hundred Ninety-Six Dollars and Ninety-Five Cents ($167,296.95). The total compensation, including reimbursement for actual expenses shall not exceed Six Hundred Fifty Thousand Nine Hundred Twenty-Three Dollars and Thirty-Six Cents ($650,923.36) (the "Contract Sum").

   c) Section 3.1 ("Term") of the Agreement is hereby amended to extend the Term of the Agreement to June 30, 2026.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 4, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendment Nos. 1 through 4, the provisions of this Amendment No. 4 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 4, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 4, Contractor is not in default of any material term of the Agreement and that there have been no

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events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

5. **Authority.** The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other Agreement to which said party is bound.

6. **Electronic Signatures**. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Amendment No.4 and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 5115C004-C7BE-4BD4-B53F-3DB158753FC3

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 4 the day and year first hereinabove written.

CITY OF BANNING

Robert Fisher 5/31/2025

Robert Fisher, Date
Acting City Manager

ATTEST:

5/29/2025

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney 5/28/2025

John O. Pinkney Date
City Attorney

MARIPOSA LANDSCAPES, INC

Antonio Valenzuela 5/29/2025

NAME: Antonio Valenzuela Date
TITLE: Secretary

Terry Noriega 5/28/2025

NAME: Terry Noriega Date
TITLE: President

95-4245898

Tax ID No.

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626-960-0196

City Council Approval: 2025-071

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

Docusign Envelope ID: 5115C004-C7BE-4BD4-B53F-3DB158753FC3

ATTACHMENT "1"

Banning Park's Landscape Maintenance - Per Site Cost breakdown FY 2025-26

Line Item	Location	Quantity	Unit of Measure	Monthly Rate 2024-25	CPI 2.90%	New Monthly Rate	Annual Rate
1	Dysart Equestrian Park - 2101 Victory Ave	12	Month	$953.96	$27.66	$981.62	**$11,779.50**
2	Lion's Park - 955 S. Hargrave Sreet	12	Month	$2,214.54	$64.22	$2,278.76	**$27,345.14**
3	Repplier Park - 201 W. George Street	12	Month	$2,248.61	$65.21	$2,313.82	**$27,765.84**
4	Roosevelt Williams - 1101 E. George Street	12	Month	$919.88	$26.68	$946.56	**$11,358.68**
5	Sylvan Park - 2798 W. George Street	12	Month	$2,180.46	$63.23	$2,243.69	**$26,924.32**
6	Community Center & Senior Center 769 & 789 N. San Gorgonioe Ave	12	Month	$981.72	$28.47	$1,010.19	**$12,122.28**
7	Banning Aquatic Center 749 N. San Gorgonio Ave	12	Month	$1,090.80	$31.63	$1,122.43	**$13,469.20**
8	Repplier Park and Community Center Parkway 749, 769 & 789 N. San Gorgonio Ave	12	Month	Included in Line Items 6 & 7	N/A	N/A	N/A
9	Richard Sanchez Park and Trail - 3758 Cypress	12	Month	XXXXX	N/A	$1,777.00	**$21,324.00**
			Totals>>>	$10,589.97	$307.11	$12,674.08	$152,088.95

XXXXX ADDITIONAL SCOPE OF SERVICE - Per Resolution 2025-63, Effective, July 2025, general maintenance and operational costs supporting the maintenance of Richard Sanchez Park and the accompnaying trail on the South side of the park have been added to the responsibilities of the Parks and Recreation Department.

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AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES (C00763) FOR LANDSCAPE MAINTENANCE BETWEEN THE CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

1. PARTIES AND DATE

THIS AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **MARIPOSA LANDSCAPES, INC.**, a California corporation ("Consultant") is effective this day of: May 27, 2025.

2. RECITALS

2.1 City and Consultant entered into an agreement dated July 6, 2022 for the purpose of providing Landscape Maintenance Services ("Master Agreement") following Request for Proposals, RFP #2022-86 and approved by City Council Resolution No.2022-86.

2.2 City and Consultant have entered into an Amendment No.1 to the Master Agreement dated May 8, 2023, for the purpose of modifying the Scope of Services and increasing the compensation by an amount not to exceed Seven Thousand Two-Hundred Forty-Eight Dollars ($7,248.00) to the Master Agreement.

2.3 City and Consultant have entered into an Amendment No.2 to the Master Agreement dated, June 7, 2023 to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, and to provide compensation for the additional one-year term in an amount not to exceed One Hundred Thirty-Nine Thousand Seven Hundred Ninety-Three Dollars and Sixty-Four Cents ($139,793.64) as approved by City Council Resolution No. 2023-095.

2.4 City and Consultant have entered into an Amendment No.3 to the Master Agreement dated, September 14, 2023 to exercise the option to extend the Agreement for an additional services and to provide compensation in an amount not to exceed Four Thousand Two Hundred Twenty-Four Dollars ($4,224.00).

2.5 City and Consultant have entered into an Amendment No.4 to the Master Agreement dated, June 25, 2024 to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2025, and to provide compensation for the additional one-year term in an amount not to exceed One Hundred Forty-Eight Thousand Three Hundred Seventy-One Dollars and Forty-Eight Cents ($148,371.48) as approved by City Council Resolution No. 2024-081.

2.6 City and Consultant have entered into an Amendment No.5 to the Master Agreement dated, March 26, 2025 to provide additional compensation for as-needed services in the amount not to exceed Fifteen Thousand Dollars ($15,000.00).

2.7 City and Consultant now desire to amend the Master Agreement to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2026 and to provide

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compensation for the additional one-year term in an amount not to exceed One Hundred Seventy-One Thousand Three Hundred Twenty Dollars ($171,320.00)

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree follows:

3. INCORPORATION OF RECITALS

3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

4.1 The maximum compensation for services performed pursuant to this Amendment No. 6 to the Master Agreement, is hereby amended and shall not exceed One Hundred Seventy-One Thousand Three Hundred Twenty Dollars ($171,320.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of Six Hundred Twenty-Six Thousand Seven Hundred Sixty-Four Dollars and Twelve Cents ($626,764.12). Work shall be performed at the rates set forth in the Master Agreement.

4.2 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment A, attached hereto and incorporated herein.

4.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

4.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Master Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5, shall remain unchanged and in full force and effect.

4.5 The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

4.6 The persons executing this Amendment No. 6 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 6 does not violate any provision of any other Agreement to which said party is bound.

4.7 This Amendment No. 6 may be signed in counterparts, each of which shall constitute an original.

4.8 Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic

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signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. **6** to the Master Agreement the day and year first hereinabove written.

CITY OF BANNING

Robert Fisher 5/31/2025

Robert Fisher, Date
Acting City Manager

CONSULTANT

Antonio Valenzuela 5/29/2025

NAME: Antonio Valenzuela Date
TITLE: Secretary

Terry Noriega 5/28/2025

NAME: Terry Noriega Date
TITLE: President

ATTEST:

Caroline Patton 5/29/2025

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THE CONSULTANT'S BUSINESS ENTITY.

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ATTACHMENT "A"

RATE SCHEDULE FOR LANDSCAPE MAINTENANCE SERVICES OF CITY PROPERTIES

Line Item	Location	Quantity	Unit of Measure	FY 2024 Monthly Rate	FY 2024 Annual Rate	CPI 2.90% Monthly Adj	FY 2025 Monthly Rate	Annual Rate	CPI 2.90% Monthly Adj	FY 2026 Monthly Rate	FY 2026 Annual Rate
1	Ramsey Street Medians from Highland Springs Avenue to Highland Home Avenue	12	Month	$1,908.10	**$22,897.20**	$55.33	$1,963.43	$ 23,561.16	$56.93	$2,020.36	$ 24,244.38
2	Banning City Hall (Civic Center)	12	Month	$1,272.07	**$15,264.84**	$36.89	$1,308.96	$ 15,707.52	$37.95	$1,346.91	$ 16,162.92
3	Banning Police Station (125 E. Ramsey Street)	12	Month	$1,484.08	**$17,808.96**	$43.04	$1,527.12	$ 18,325.44	$44.28	$1,571.40	$ 18,856.78
4	Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)	12	Month	$318.02	**$3,816.24**	$9.22	$327.24	$ 3,926.88	$9.48	$336.72	$ 4,040.67
5	Fire Station (5261 W. Wilson Street)	12	Month	$636.03	**$7,632.36**	$18.44	$654.47	$ 7,853.64	$18.92	$673.39	$ 8,080.74
8	Former Army National Guard Property (2041 W. Nicolet Street)	12	Month	$848.05	**$10,176.66**	$24.59	$872.64	$ 10,471.68	$25.30	$897.94	$ 10,775.32
9	Brinton Reservoir (1700 N. Mountain Avenue)	12	Month	$1,060.06	**$12,720.72**	$30.74	$1,090.80	$ 13,089.60	$31.63	$1,122.43	$ 13,469.18
10	Sunset Reservoir (1202 N. Sunset Avenue)	12	Month	$848.05	**$10,176.60**	$24.59	$872.64	$ 10,471.68	$25.30	$897.94	$ 10,775.32
11	San Gorgonio Parking Lot	12	Month	$212.01	**$2,544.12**	$6.15	$218.16	$ 2,617.92	$6.33	$224.49	$ 2,693.86
12	Fire Station 89 (172 N. Murray St) (added Amend 1)	12	Month	$906.00	**$10,872.00**	$26.27	$932.27	$ 11,187.24	$27.03	$959.30	$ 11,511.65
13	Fire Administration building (4900 W. Wilson St) (addeded Amend 1)	12	Month	$906.00	**$10,872.00**	$26.27	$932.27	$ 11,187.24	$27.03	$959.30	$ 11,511.65
14	West Ramsey Street Medians	12	Month	$626.00	**$7,512.00**	$18.15	$644.15	$ 7,729.80	$18.68	$662.83	$ 7,954.01
15	Higland Spring Avenue Underpass (added Amend 3)	12	Month	$384.00	**$4,224.00**	$11.14	$395.14	$ 4,741.68	$11.45	$406.59	$ 4,879.03
16	Ramsey Street Medians from Highland Home Road to Sunset Avenue (added	12	Month	---	---	---	---	---	---	$1,572.00	$ 18,864.00
17	Services As Needed (Locations to be determined)				**$7,500.00**			$ 7,500.00	$0.00	$0.00	$ 7,500.00
			Totals >>>	$11,408.47	$144,017.70	$330.82	$11,739.29	$148,371.48	$340.31	$13,651.63	$171,320

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AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (C01040) FOR LMD NO. 1 LANDSCAPE MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Mariposa Landscapes, Inc., a California Corporation ("Contractor") is effective as of this day: May 27, 2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 25, 2024 for the purpose of providing LMD.1 Landscape Maintenance Services ("Agreement") following Landscape Maintenance Services for LMD No.1 by bid RFP #23-061, as approved by City Council Resolution 2024-108.

B. City and Contractor now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to One Hundred Eighty-Three Thousand Two Hundred Thirteen Dollars and Thirty-Four Cents ($183,213.34).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment A, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Ninety Thousand Two Dollars and Eight Cents ($90,002.08) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Eighty-Three Thousand Two Hundred Thirteen Dollars and Thirty-Four Cents ($183,213.34)

   1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

   1.4 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 1, attached hereto and incorporated herein.

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term

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"Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No.1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: 2025-067

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

MARIPOSA LANDSCAPES, INC

NAME: Terry Noriega
TITLE: President

NAME: Antonio Valenzuela
TITLE: Secretary

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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ATTACHMENT NO. 1

FY 2025-2026 BID SHEET PROPOSAL

"Operation and Maintenance of Landscape Maintenance District No. 1"

ZONE	TRACT NO.	SPECIFIC LOCATION	FREQUENCY	UNIT COST (PRICE/ MONTH)
1	22810, 22811, 22913	Oregon Trail, east side, per site visit with staff	Shrubs and ground cover quarterly.	$324.52
1	30186	Mountain Avenue, Wilson Street and Oregon Trail west side, does **not** include Retention Basin, per Plans and site visit with staff	Shrubs and ground cover quarterly.	$739.80
1	30222	Mountain Avenue, per Plans and site visit	Shrubs and ground cover quarterly.	$215.26
2	21882	Wilson Street and Highland Home Road west side, per Site Visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$636.07
2	23446	Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$636.07
3	29721	Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30. Shrubs frequency: quarterly.	$98.95
4	32109	Wilson Street and Alder Court, west side, per Site Visit with staff and per Plans	Shrubs and ground cover quarterly.	$185.67

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5	23598	Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30. Shrubs frequency: quarterly.	$449.65
6	28252	Hathaway Street, west side, per Plans and site visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$299.27
6	28252	Retention Basin, per Plans and site visit with staff	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$243.04
7	30793	Wilson Street, Foothill Drive, includes portion of Omar Street, per Site Visit with staff and per Plans	Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$181.21
8	31833	Charles Street, north side, per Site Visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30.	$110.59
8	31834	Charles Street, south side, per Site Visit with staff and per Plans	Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30.	$110.59
9	31835	Charles Street, Hargrave Street and Victory Avenue, (tract perimeter) per Site Visit with staff and per Plans	Shrubs and ground cover quarterly.	$517.84
10	30906	Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans	Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub	$400.86

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			frequencies: Biweekly May 1 through Aug. 31, then monthly.	
10/11	30906, 32370	Retention Basin, per Site Visit and per Plans	Tree trimming annually.	$191.47
11	32370	Mountain Avenue, west side, North and South of Cedar Lane, frontage along the tract, per Site Visit and per Plans	Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly.	$75.98
		GRAND TOTAL: (Cost/month)	$5,416.84	

Note:"Per plans" means the Tract has improvement plans on file.

Retention Basins in Zone 1 will include trash pickup and weed abatement twice per year in price above for Zone 1. The frequency may be reduced in a Zone depending on the budget for that Zone during the term of the contract or Fiscal Year.

CPI OF 2.94% was applied to the original Bid Sheet cost submitted in the FY 24/25 proposal, per the Contract.

TOTAL ANNUAL COST FOR LMD NO. 1 FY 25/26: $65,002.08

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

CITY OF BANNING

AGREEMENT NUMBER 4600014457

URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

Amendment 1

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the City of Banning, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on December 22, 2021 and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2025 , in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31 2026.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $2,475,000. Any additional costs are the responsibility of the Grantee.

4) BASIC CONDITIONS.

A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation ($0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

b) Documents that satisfy the CEQA process are received by the State, and

c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documen

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and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after December 21, 2021 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources for ongoing programs.

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

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7) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

   i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

   ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

   iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

   iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

   v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

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8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:

i. Descriptive information of each project with an update on project status

ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced

iii. The names of the entities that will receive the funding for each project

iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

v. Any other information that DWR may deem necessary

C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:

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1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment for Reimbursement."

9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 4.

F. Failure to routinely invoice the State pursuant to Paragraph 7.

G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

H. Declare the funding be immediately repaid.

I. Terminate any obligation to make future payments to the Grantee.

J. Terminate the Grant Agreement.

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K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: https://sgma.water.ca.gov/portal/.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

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Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

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15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	City of Banning
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 653-4736 Email: Arthur.Hinojosa@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey St. Banning, CA 92220 Phone: (951) 922-3130 Email: avela@banningca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	City of Banning
Marisol Reynoso Environmental Scientist Financial Assistance Branch, DRA P.O. Box 942836 Sacramento CA 94236 Phone: (916) 326-9178 Marisol.Reynoso@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey St. Banning, CA 92220 Phone: (951) 922-3130 Email: avela@banningca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

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IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 9/16/2024

CITY OF BANNING

Arturo Vela
Public Works Director

Date 9/16/2024

Approved as to Legal Form and Sufficiency

James Herink For
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 9/16/2024

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EXHIBIT A

WORK PLAN

Banning Critical Well Relocation (M-12A) for Drought Relief (Project)

IMPLEMENTING AGENCY: City of Banning

PROJECT DESCRIPTION: The Project will drill a new municipal well (M-12A) to replace a well (M-12) that failed and was consequently abandoned. This Project will supply approximately 1,100 gallons per minute (GPM) of quality drinking water for the service area. The new municipal well (M-12A) will help sustain and fortify water supplies for the Banning system with a maximum safe yield of approximately 1.4 million gallons per day (MGD), equating to 1,568 acre feet per year of reliable, local groundwater.

Budget Category (a): Project Administration

Task 1: Agreement Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after Project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report/Grant Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase - Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

A Well Siting Feasibility Report will be completed.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this Project: permit from the Division of Drinking Water (DDW) in the form of an Amendment to the existing Domestic Water Supply Permit, Drinking Water Source Assessment, Building Permit, and Well Drilling Permit.

Deliverables:

- Permits as required

Task 7: Design

Complete Phase 1: Well Drilling design and Phase 2: Well Equipping and Site Improvement design, and plans and specifications for both phases. The final plans and specifications for each phase will be developed through the design process and will contain all information needed to construct each phase. Test results from Phase 1 (such as water quality and production capacity) are required to complete the Phase 2 design (e.g. well pump design, treatment, etc.).

Deliverables:

- 100% Design Plans and Specifications for Phase 1 and Phase 2
- If applicable, Proof of 60% Design Plans and Specifications submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board.

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents (Phase 1 and Phase 2)
- Proof of Advertisement (Phase 1 and Phase 2)
- Award of Contract (Phase 1 and Phase 2)
- Notice to Proceed (Phase 1 and Phase 2)

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of Phase 1 to document daily construction activities, observe drill cuttings during drilling activities, and oversee water quality sampling during pump testing. Phase 1 and Phase 2 will include construction observation of pre-construction conditions, compilation of periodic construction diary, facilitating safety meetings, preparing change orders, addressing questions of contractors on site, reviewing/updating Project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable. Upon completing the Project, the DWR Certificate of Project Completion (Phase 1) and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion (Phase 1)
- Record Drawings (Phase 1 and Phase 2)
- If applicable, Proof of Record Drawings submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board. (Phase 1)

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization for Drilling. This includes the drill rig, baker tanks, hoses, and a construction meter. No sound barriers are anticipated since this Project will be located in a remote location (Phase 1).

11(b): Site preparation: The proposed Project will drill the replacement M-12A well on the same City- owned property as the abandoned M-12 well; hydrogeologic design and inspection services will be used during well drilling and testing (Phase 1). T he final well design will be based on the water quality results from depth-dependent testing (spinner test) and geophysical well logging from Phase 1; much of the existing infrastructure, including piping and electrical equipment can be reused (Phase 2); .

11(c): The estimated capacity for this new well is approximately 1,100 GPM or 1.4 MGD of quality drinking water. After drilling and testing, Engineering services will be used to finish the Well Equipping design and specification which includes the new pump, motor, well building, installation of electrical connections and Supervisory control and data acquisition system (SCADA), and underground piping connections for Phase 2. The sizing of equipment is dependent upon the final production capacity of the well which is determined after the casing and gravel pack are installed, well development, and step draw-down testing is completed.

11(d): Mobilization and Demobilization for Equipping. Due to the length of the Project, a construction trailer and portable toilets will likely be needed during mobilization and for the duration of the Project (Phase 1 and Phase 2).

11(e): Below-ground piping and conduit runs will be constructed first, followed by the building foundation.

11(f): Well Building will be built, with provisions for bringing in equipment later by having a removable roof (Phase 2).

11(g): Installation of pump, discharge header, electric motor, electrical runs and instrumentation. It is anticipated that the electrical and SCADA panels can remain at their current locations, but it may be that the design engineer recommends bringing some of that equipment inside the building (Phase 2).

11(h): Submittal of all as-built drawings and equipment manuals. Startup and acceptance testing.

Deliverables:

- Photographic Documentation of Progress (Phase 1 and Phase 2)
- Well Completion Report (Phase 1)
- User Manuals (Phase 2)

EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	All Other Cost	Total Cost
	Banning Critical Well Relocation (M-12A) for Drought Relief	$2,475,000	$55,000	$2,530,000
	GRAND TOTAL	**$2,475,000**	**$55,000**	**$2,530,000**

Banning Critical Well Relocation (M-12A) for Drought Relief

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	$0	$30,000	$30,000
(b)	Land Purchase / Easement	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$200,000	$0	$200,000
(d)	Construction / Implementation	$2,275,000	$25,000	$2,300,000
	TOTAL COSTS	$2,475,000	$55,000	$2,530,000

NOTES:

*Banning Water Enterprise Fund will provide a cost share amount of $30,000 for staff time to manage the Project. Banning Water Enterprise Fund will provide $25,000 to cover any contingencies or cost escalation that is difficult to forecast given current economic conditions.

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EXHIBIT C

SCHEDULE

Banning Critical Well Relocation (M-12A) for Drought Relief

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	1/4/2022	12/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/17/2023	8/26/2024
d	Construction / Implementation	11/01/2023	9/26/2025

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in

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Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.
Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations

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regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of

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1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

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F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with

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respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

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D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.

D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11, “Default Provisions.”

D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days’ advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred

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up to the date of termination.

D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.

D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION 2021-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE DEPARTMENT OF WATER RESOURCES URBAN AND MULTIBENEFIT GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE CRITICAL WELL RELOCATION (M-12A) FOR DROUGHT RELIEF PROJECT

WHEREAS, the City of Banning proposes to implement the Critical Well Relocation (M-12A) for Drought Relief Project;

WHEREAS, the Critical Well Relocation (M-12A) for Drought Relief Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; and/or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the City of Banning has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Banning intends to apply for grant funding from the California Department of Water Resources for the Critical Well Relocation (M-12A) for Drought Relief Project;

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

SECTION 1. That pursuant and subject to all the terms and provisions of Budget Act of 2021, the City of Banning Public Works Director or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.

SECTION 2. The City of Banning Public Works Director or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

SECTION 3. The City of Banning Public Works Director or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

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PASSED, APPROVED AND ADOPTED this 14th day of December 2021.

Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

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CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-114, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of December 2021 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Sanchez, Wallace, and Mayor Pingree.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

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- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Banning Critical Well Relocation (M-12A) for Drought Relief

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street

Project Location: Banning, California (33.553727000000002, -116.55729599999999)

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements,

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access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
    b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

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c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
    - Generic markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

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