AGENDA

REGULAR CITY COUNCIL MEETING OF THE BANNING CITY COUNCIL
CITY OF BANNING, CALIFORNIA

December 12, 2023
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.

Per City Council Resolution 2016-44, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a unanimous 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 Doug Purcell of Banning United Methodist Church

1.2. PLEDGE OF ALLEGIANCE

1.3. ROLL CALL

Annual City Council Reorganization
Recommendation: Staff respectfully recommend City Council appoint one of its members as Mayor and a second as Mayor Pro Tem to serve for a period of one year.

2. AGENDA APPROVAL

2.1. AGENDA APPROVAL

3. PRESENTATION(S)

3.1 Retirement Recognition of Sergeant Rick Youngblood and Sergeant Patrick Kelly
Recommendation: Recognition ceremony for the retirement of Sergeant Rick Youngblood (nearly 29 years of service with the City of Banning Police Department) and Sergeant Patrick Kelly (36 years of total law enforcement service, with nearly 16 of those years with the City of Banning Police Department).

4. REPORT ON CLOSED SESSION

Serita Young, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1. PUBLIC COMMENTS

5.2. CORRESPONDENCE

5.3. APPOINTMENTS

5.4. CITY COUNCIL COMMITTEE REPORTS

5.5. CITY MANAGER'S REPORT

5.6. CITY ATTORNEY'S REPORT

5.7. CITY TREASURER'S REPORT

6. CONSENT ITEMS

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

6.1 Approval of the Meeting Minutes for the November 14, 2023 City Council Meetings
Recommendation: Approve the minutes of the November 14, 2023 City Council Meetings.

6.2 Accounts Payable and Payroll Warrants Issued in the Month of October 31, 2023
Recommendation: Review and ratify the warrants for period ending October 31, 2023, per California Government Code Section 37208.

6.3 Receive and File Cash, Investments and Reserve Report for the Month of October 2023
Recommendation: Receive and file Cash, Investment and Reserve Report for October 2023 on this day, December 12, 2023, in accordance with California Government Code 53646. The City's investment portfolio is compliant with its Investment Policy and Pooled Cash is expected to meet all disbursement requirements for the next six months.

6.4 Receipts, Disbursements, & Fund Balances Reporting for October 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date
Recommendation: Receive and file Receipts, Disbursements, & Fund Balances Reporting for October 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date. Interactive Report attached here: https://stories.opengov.com/banningca/published/mtUORvmVm

6.5 Receive and File Police Department Statistics for the Month of October 2023
Recommendation: Receive and File Police Department statistics for the month of October 2023.

6.6 Receive and File Fire Department Statistics for the Month of October 2023
Recommendation: Receive and File Fire Department statistics for the month of October 2023.

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

6.8 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports
Recommendation: Receive and file contracts approved under the City Manager's signature authority of $25,000 or less and inventory reports.

6.9 Consideration of Resolution 2023-184, Approving a Memorandum of Understanding Between The City Of Banning Police Department And The Riverside County Probation Department

Post-Release Accountability and Compliance Team (PACT) for FY 2023-2024.
Recommendation: Adopt Resolution 2023-184.

6.10 Consideration of Resolution 2023-185 to Initiate the Roadway Vacation Process for Malki Road and Set Date for a Public Hearing
Recommendation: Adopt Resolution 2023-185 and set the date for a Public Hearing on January 9, 2024.

6.11 Consideration of Resolution 2023-186, Approving Amendment No. 1 to the False Alarm Management Solution – SaaS License Agreement by and Between City of Banning and PMAM Corporation
Recommendation: Adopt Resolution 2023-186.

6.12 Consideration of Resolution 2023-188, Accepting the Distribution of the 2023 Justice Assistance Grant (JAG) Award
Recommendation: Adopt Resolution 2023-188.

6.13 Consideration of Resolution 2023-189, Awarding a Professional Services Agreement for the Design of Opportunity Village Sound Wall to IMEG Corporation in the amount of $103,486 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $113,834.60
Recommendation: Adopt Resolution 2023-189.

6.14 Accept as Complete the Wilson Sewer Force Main and Gravity Main Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration
Recommendation: Accept as complete the Wilson Street Sewer Force Main and Gravity Main improvements related to the Atwell Specific Plan Development and authorize the 90% bond exoneration for said improvements.

6.15 Consideration of Resolution 2023-190, Accepting Grant Funds from the State of California, Business, Consumer Services, and Housing Agency in the Amount of $908,461
Recommendation: Adopt Resolution 2023-190.

6.16 Consideration of Resolution 2023-192, Accepting a Donation for the Banning Senior Center from the Sun Lakes Country Club Charitable Trust in the Amount of $2,000
Recommendation: Adopt Resolution 2023-192.

6.17 Consideration of Resolution 2023-193, Approving Final Tract Map 33540 and Releasing the Map for Recordation, Authorizing Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps, Accepting Faithful Performance and Labor Bonds for Public Improvements, and Accepting a Grading Bond for Related Grading Work
Recommendation: Adopt Resolution 2023-193.

6.18 Consideration of Resolution 2023-196, Approving the Professional Services Agreement for the City of Banning Broadband Feasibility Study
Recommendation: Adopt Resolution 2023-196.

7. PUBLIC HEARING(S)

8. REPORT(S) OF OFFICERS

8.1 Consideration of Resolution 2023-194, Adopting the Downtown Revitalization and Complete Streets Plan, Prepared by Alta Planning + Design, Inc., as a Set of Policies and Design Guidelines for the Downtown Area
Recommendation: Adopt Resolution 2023-194.

8.2 Discussion of Stagecoach Days Memorandum of Understanding

Recommendation: Provide direction to City Manager regarding upcoming deadline for notification related to MOU between City of Banning and Stagecoach Days Association.

8.3 Animal Services Discussion: Banning Animal Shelter and ARE Animal Rescue Contract
Recommendation: Provide direction to City Manager regarding Banning Animal Shelter and ARE Animal Rescue Contract for shelter services.

8.4 Discussion Regarding the Selection Process for the Citywide Forensic Investigation of Treasury Functions Request for Proposals (RFP)
Recommendation: Provide direction to staff regarding Council's preferred alternative for the RFP grading and selection process.

8.5 Consideration of Resolution 2023-187, Approving Exclusive Negotiating Agreement with Industrial VI Enterprises, LLC (Hillwood) for Banning Municipal Airport Properties
Recommendation: Adopt Resolution 2023-187.

8.6 Authorize a Request for Proposals for Development of City-Owned Property
Recommendation: Authorize a Request for Proposals (RFP) for development of City-owned property.

8.7 Consideration of Resolution 2023-191, Awarding the Contract for Comprehensive Banking Services Request For Proposals (RFP) to HCN Bank
Recommendation: Adopt Resolution 2023-191.

8.8 Consideration of Resolution 2023-195, Approving an Amendment to the Fire Services Contract with Riverside County
Recommendation: Adopt Resolution 2023-195.

9. DISCUSSION ITEM(S)

9.1 Update to the City Council on Potential Grants for the Repplier Park Playhouse Bowl Improvements
Recommendation: Receive and file.

10. ITEM(S) FOR FUTURE AGENDAS

10.1. NEW ITEMS

10.2. EXISTING ITEMS

1. Grow Banning (Sanchez)
2. Potential Grants to Fund Playhouse Bowl Improvements (Sanchez)
3. Food Desert Zoning Overlay (Minjares)
4. Beautification of San Gorgonio Overpass Funding (Gonzales)
5. Scope and Duties of the Budget and Finance Committee (Wallace)
6. Neighborhood Groups/Identities (Minjares)
7. Update on Community Garden (Flynn)
8. Public Notification Policy for Development Projects (Flynn)
9. Donation Policy (Flynn)
10. Zencity Contract (Flynn)
11. Comments Section on Agenda for Council Members (Flynn)
12. Cannabis Ordinance/Moratorium (Flynn)
13. Use of Cell Phones on Dais (Flynn)
14. Electric Audit Update (Flynn)
15. Zoom Options for Public Meetings (Flynn)

11. ADJOURNMENT

Next Regular Meeting – January 9, 2024

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.



Caroline Patton, Administrative City Clerk
Secretario adjunto de la ciudad

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

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

Public Comment

Agenda Items

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

Non-Agenda Items

Any member of the public may address this meeting of the 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 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 Council, on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of §54954.2 of the Government Code.

Special Assistance/Accessibility Requests

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

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

CONTACT • CONTACTO

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Annual City Council Reorganization**

RECOMMENDATION:

Staff respectfully recommend City Council appoint one of its members as Mayor and a second as Mayor Pro Tem to serve for a period of one year.

BACKGROUND:

The annual process of Council reorganization is set by the Banning Municipal Code, Chapter 2.04.070, which dictates that City Council appoint one of its members as Mayor and a second as Mayor Pro Tem.

The term of service for both Mayor and Mayor Pro Tem shall be for a period of one year from date of appointment or until a successor is appointed. No person may become Mayor or Mayor Pro Tem unless a majority of Council members votes to approve the action. A Council member may be elected to a maximum of two consecutive one-year terms in the same position.

JUSTIFICATION:

In accordance with statute, these appointments are made at the meeting the municipal elections results are declared and new elected officials sworn in and seated. In non-election years, reorganization occurs at the first meeting in December.

Finally, City code dictates that the Council member appointed to mayor shall serve as the chair of the City's Successor Agency and Housing Authority. The member appointed as Mayor Pro Tem will serve as the vice chair to each of these bodies. The Mayor Pro Tem serves as mayor or chair only in instances where the mayor is absent, or the position vacated.

FISCAL IMPACT:

N/A

ALTERNATIVES:

There are no alternatives since the City's municipal code requires this annual process.

ATTACHMENTS:

1. BMC 2.04.070 - Appointment of Mayor & Mayor Pro Tem

2.04.070 - Appointment of mayor and mayor pro tem.

A. General/Annual Appointments.

1. The City of Banning has a council/manager form of municipal government. All five members of the city council are elected at large to four-year terms. The mayor serves as the nominal head of the council and the mayor pro tem serves as the locum tenens in the absence of the mayor. Additionally, the city has related agencies, including the successor agency to the former community redevelopment agency and the Banning housing authority. These related entities have various officers, including a chair person and vice chairperson.
2. The city council shall choose one of its members as mayor and one of its members as mayor pro tem every other year at the meeting at which the declaration of the municipal election results and the installation of the newly elected officers is made pursuant to sections 10262 and 10264 of the California Elections Code, following the declaration of the election results. Additionally, in the intervening years, the organizational meeting shall be held at the first meeting in December. The term of service for both mayor and mayor pro tem shall be for a period of one year from the date of appointment or until their successor is appointed. No person may become mayor or mayor pro tem unless a majority of the council votes to approve the action.
3. A councilmember may be elected to a maximum of two consecutive one-year terms in the same office.
4. The mayor shall serve as the chair of the successor agency to the former community redevelopment agency and as chair to the housing authority. The mayor pro tem shall serve as the vice chair of the successor agency to the former community redevelopment agency and as vice chair to the housing authority.

B. Removal. With a majority vote of the body, any officer holding any office governed by this section may be replaced; but in general, such changes should not be made in midterm, and if made, a replacement officer shall be appointed as stated above in subsection 2.04.070(A).

C. Office of the Mayor Pro Tem. The mayor pro tem will serve as mayor in the event of the absence of the mayor and will be appointed as the mayor when there is a vacancy in the office of mayor.

D. Manual of Procedures to Govern. All other terms and procedures associated with the seats of mayor/chair, mayor pro tem/vice chair shall be governed by that "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning" adopted on October 23, 2012 and as may be amended from time to time.

(Ord. No. 1442, § 2, 10-25-11; Ord. No. 1457, § 1, 11-13-12; Ord. No. 1458, § 1, 10-23-12; Ord. No. 1471, § 2, 10-8-13)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Retirement Recognition of Sergeant Rick Youngblood and Sergeant Patrick Kelly**

RECOMMENDATION:

Recognition ceremony for the retirement of Sergeant Rick Youngblood (nearly 29 years of service with the City of Banning Police Department) and Sergeant Patrick Kelly (36 years of total law enforcement service, with nearly 16 of those years with the City of Banning Police Department).

BACKGROUND:

Sergeant Rick Youngblood (nearly 29 years of service with the City of Banning Police Department) and Sergeant Patrick Kelly (36 years of total law enforcement service, with nearly 16 of those years with the City of Banning Police Department).

JUSTIFICATION:

Sergeant Rick Youngblood dedicated nearly 29 years of public service to the City of Banning and Sergeant Patrick Kelly dedicated nearly 16 years of public service to the City of Banning.

FISCAL IMPACT:

None

ALTERNATIVES:

None

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Approval of the Meeting Minutes for the November 14, 2023 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the November 14, 2023 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 Action Minutes in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).

FISCAL IMPACT:

None

ALTERNATIVES:

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

ATTACHMENTS:

1. 2023 11 14_Minutes_Special Meeting - Closed Session.pdf
2. 2023 11 14_Minutes_Special Meeting - Workshop.pdf
3. 2023 11 14_Minutes_Regular Meeting.pdf

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

MINUTES **11/14/2023**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Rick Minjares
Mayor Alberto Sanchez
Mayor Pro Tem Colleen Wallace

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn
Council Member Reuben Gonzales

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Marie Calderon, City Clerk
Caroline Patton, Administrative City Clerk
Lincoln Bogard, Administrative Services Director
Art Vela, Director of Public Works
Nicole Jews, Human Resources Manager

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 3:33 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Flynn, Sheri		✕
Gonzales, Reuben		✕
Minjares, Rick	✕	
Sanchez, Alberto	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT – *Agenda Items*

None

3. CLOSED SESSION

City Attorney Young read the closed session citations.
The City Council left for closed session at 3:34 p.m.

3.2. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Doug Schulze, City Manager; Art Vela, Director of Public Works; Lincoln Bogard, Finance Director; Nicole Jews, Human Resources Manager; Shelline Bennett of Liebert Cassidy Whitmore (City Counsel)
Employee Organization: International Brotherhood of Electrical Workers (IBEW) General Unit; International Brotherhood of Electrical Workers (IBEW) Utility Unit; Teamsters

City Council returned from closed session at 3:59 p.m.

3. ADJOURNMENT

The Special City Council meeting adjourned at 3:59 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting may be viewed here:
https://banninglive.viebit.com/index.php?folder=City+Council+Meetings

All documents related to this meet:ing are available here:
http://banning.ca.us/Archive.aspx?ADID=2926

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

MINUTES **11/14/2023**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member Rick Minjares
Mayor Alberto Sanchez
Mayor Pro Tem Colleen Wallace

COUNCIL MEMBERS ABSENT: Council Member Reuben Gonzales

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Marie Calderon, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Derek Thesier, Acting Chief of Police
Jeff Platt, Homeless Services Site Director
Vincent Avila, Police Captain

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 4:01 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Flynn, Sheri	✕	
Gonzales, Reuben		✕
Minjares, Rick	✕	
Sanchez, Alberto	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT – *Agenda Items*

None

3. WORKSHOP

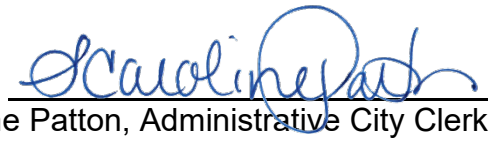
3.1. Police Statistics and Homeless Services Report

Derek Thesier, Acting Chief of Police, presented the staff report.

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:51 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting may be viewed here:
https://banninglive.viebit.com/index.php?folder=City+Council+Meetings

All documents related to this meeting are available here:
http://banning.ca.us/Archive.aspx?ADID=2927

ATTACHMENTS:

Exhibit A – Agenda Item 3.1: Staff Presentation

EXHIBIT A

Banning Police Department & Homeless Services' Report



Researchers at UC San Francisco have released the largest representative survey of homeless people in more than 25 years. Thirty percent of the American homeless population and 50 percent of its unsheltered population live in California, more than 170,000 people total. Jul 18, 2023



Dictionary
Definitions from Oxford Languages · Learn more

home·less

/ˈhōmləs/
adjective
1.(of a person) without a home, and therefore typically living on the streets.
"the plight of young homeless people"

Homelessness is not a crime and is not a Law Enforcement Issue

Why is Law Enforcement involved if Homelessness is not a crime?

Homeless are often involved in:

- Panhandling
- Trespassing
- Loitering
- Littering
- Theft
- Indecent exposure
- Illegal camping
- Illegal campfires /Arson
- Drug and alcohol addiction

Homeless are often victims:

- Theft
- Battery
- Assault
- Sexual violence
- Mental illness
- Addiction
- Overdose
- Exposure
- Lack of care



What brings and attracts the Homeless to the City of Banning?

- Weather
- Locality
- Transportation / Freeway / Railroad
- Hospital
- Mental Health
- Welfare
- Church's
- Outreach organizations
- Food and clothing donations
- Group homes (aged out)
- County Services (Public Social Services)
- Riverside County Childrens Services
- Mid County Court House
- Larry Smith Correctional Facility
- Subsidized Housing

Homeless need

- Clothing
- Food
- Water
- Medical care
- Psychological care
- Medication
- Shelter
- Detox
- Counseling
- Stability
- Accountability
- Resources
- Direction
- Goals
- Family
- Friends

What steps has the city taken?

Our Partners in our efforts:

- City Managers Office
- Opportunity Village
- Code Enforcement
- Building and Safety
- Riverside County Sheriff's Office
- Riverside University Health Systems
- CALTRANS
- California Highway Patrol
- Community Behavioral Health Assessment Team
- Union Pacific Railroad Police

Homeless Liaison

Map showing Transient Disturbance calls

THERRIL
THERRIL
THERRIL
THERRIL
2-21-22

Director of Homeless Servicers

Jeff Platt

City Managers Office

- Created and supports clean-ups and a volunteer program in association with opportunity village.
- Is able to identify and direct city efforts and resources as needed through a unified command.
- Utilizes a volunteer program to pick up shopping carts and other items that are commonly stolen and abandoned across the city.
- Helps place those who are willing to get sober and receive help.
- **Several success stories to share.**

Captain Vince Avila

BANNING
ESTABLISHED 1913
POLICE

Where does all the food packages and items end up?

- One of the biggest issues is the debris that is left behind once the person or persons move on.
- Who is cleaning up the mess?
- What hazardous items are in that debris?
- The citizens end up paying the price.

- Food packaging, tents and sleeping bags end up cluttering our streets and public spaces.











BANNING
ESTABLISHED 1913
POLICE

BANNING
ESTABLISHED 1913
POLICE

Riverside County Sheriff's Department efforts

- RSO does not release other cities arrestees in Banning and does not relocate transients into our City nor would he allow others to do so.
- No inmate leaves the jail without a ride, no one walks away from jail when released and into the neighborhood.
- If the transient was booked in by an outside agency, they are transported back with a bus pass or taxi voucher depending on time of day.
- The Sheriff's Department only drops off to a location where there is a driveway.
- Once given a taxi or bus pass, RSO cannot force them to use them.
- The only inmates released in the Banning Civic Center or Sun lakes bus stop have an address in the pass or they specifically requested to be dropped off at that location.

Community Behavioral Health Assessment Team (CBAT)

Janet De La Cruz

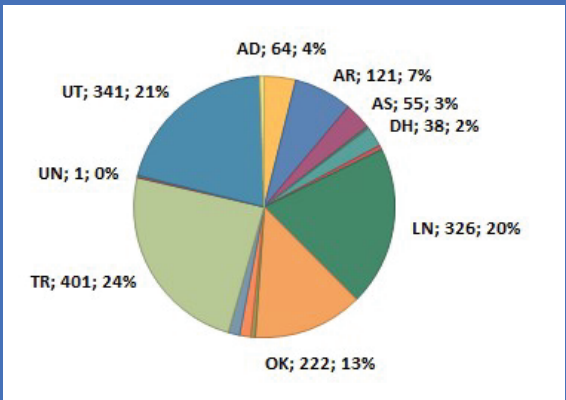
Clinical Therapist II
Riverside University Behavioral Health System-Behavioral Health Community Based Assessment Team-CBAT

Riverside University HEALTH SYSTEM

Community Behavioral Health Assessment Team

- Community Behavioral Assessment Team provides the following
- Crisis stabilization, safety planning, assessment for danger to self/ others, and gravely disabled. Assessment for 5150 application holds as needed and provide follow up support (linkage to mental health clinics)
- Provide referrals for additional mental health services including substance abuse treatment programs and housing (Riverside County)
- Provide transportation and resources to voluntary emergency psychiatric services, Tele-care (Palm Springs, Riverside and Perris)
- Referrals to family advocates

What kind of resources are used from the Police Department?



From October of 2022 to October of 2023

- 1569 calls for service related to Transient Disturbance

During each call for service there is a protocol, where the subject is contacted, identified and an investigation is conducted.

- Average time per contact is 28:44.
- If the call results in a booking or transport to a facility, that call can be greatly increased and can result in a 90:00 minute plus contact.

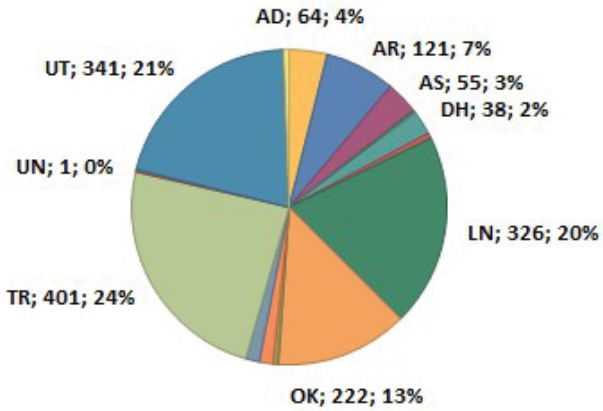




Dispositions

Incident Search Results

Date Between 10/15/2022 and 10/14/2023, Type is transient disturbance



Future efforts

- The retired Banning Police Department Radio system will be reallocated and installed at Banning City Hall allowing direct and immediate communications between city departments, allowing for immediate response to pressing incidents.
- Ordinances/ Municipal Codes that support the efforts of the City Managers Office to combat the crimes that accompany homelessness.
- Work with our partners to come up with sensible solutions for donating items and food.
- Bolster the City Manager's volunteer program
- Bolster Banning Police Department's Volunteer program
- As Officer staffing rises, create a P.O.P. team (Problem Oriented Policing Team) or (I.R.T.) Immediate Response Team that can take direct, immediate action upon identified issues.
- Work with our partners to find new and innovative solutions to the problems associated with homelessness.

Questions
???

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

MINUTES **11/14/2023**
CITY COUNCIL **REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member Rick Minjares
Mayor Alberto Sanchez
Mayor Pro Tem Colleen Wallace

COUNCIL MEMBERS ABSENT: Council Member Reuben Gonzales

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Marie Calderon, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Art Vela, Director of Public Works
Lincoln Bogard, Administrative Services Director
Ralph Wright, Parks and Recreation Director

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:17 p.m.

1.1. Invocation – Pastor Erik Wade of Sunrise Church led the invocation.

1.2. Pledge of Allegiance – Mayor Pro Tem Wallace led the Pledge of Allegiance.

1.3. Roll Call

COUNCIL MEMBER	PRESENT	ABSENT
Flynn, Sheri	✕	
Gonzales, Reuben		✕
Minjares, Rick	✕	
Sanchez, Alberto	✕	
Wallace, Colleen	✕	

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda, with the removal of agenda item 8.1.

Motion by Mayor Pro Tem Wallace
Seconded by Council Member Minjares

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Gonzales, Reuben					✕
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-0, with 1 absence.

3. PRESENTATIONS

3.1. Recycling All Stars Awards
Doug Tani, Waste Management, presented the awards.

3.2. Quarterly Small Business Recognition – *Fox Cineplex is D'Place*

4. REPORT ON CLOSED SESSION

Serita Young, City Attorney, reported on the closed session beginning at 3:30 p.m. For item 3.1, there was discussion with no reportable action taken.

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

5.1. PUBLIC COMMENTS
The following individuals addressed City Council during Public Comment:

- Lynnea Hagen
- Kent Downs
- Carl Douglas
- Inge Schuler
- Stuart MacKenzie
- Paul Smith
- Lavonte Wise
- Deadrick Mitchells
- Jack Gunderson
- Bob Uribies
- Montisha Harris
- Diego Rose
- Jeff Platt
- Tracy Mahoney
- Oleg Ivaschuk

5.2. CORRESPONDENCE
1 item of correspondence was received.

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Mayor Pro Tem Wallace reported on a Regional Conservation Authority (RCA) meeting and a meeting of the Southern California Association of Governments (SCAG).

Council Member Flynn reported on a Riverside County Transportation Commission (RCTC) and Western Riverside Council of Governments (WRCOG) meeting.

5.5. CITY MANAGER REPORT
City Manager Schulze reported on recent Zoom bombing events in public meetings, a draft traffic relief plan prepared by RCTC, and an upcoming holiday parade.

5.6. CITY ATTORNEY REPORT
City Attorney Young had no report.

5.7. CITY TREASURER REPORT
Treasurer Geronimo was not present.

6. CONSENT AGENDA

6.1. Approval of the Meeting Minutes for the October 24, 2023 City Council Meetings
6.2. Bulky Item Collection/Compost Giveaway Event Update
6.3. Parks and Recreation Report of Quarterly Activities for the 1st Quarter of Fiscal Year 2023/2024
6.4. Consideration of Resolution 2023-178, Accepting a Firehouse Subs Public Safety Foundation Grant Award of $29,896.32
6.5. Consideration of Resolution 2023-179, Accepting a 2023 State of California Office of Traffic Safety Grant Award of $75,000
6.6. Consideration of Resolution 2023-180, Approving and Authorizing the Application for the Outdoor Equity Grant Program
6.7. Consideration of Resolution 2023-181, Authorizing Submittal of All Eligible Individual Senate Bill 1383 Local Assistance Grant Program Grant Applications Administered by CalRecycle That Do Not Require Matching Funds
6.8. Consideration of Resolution 2023-182 Awarding a Professional Services Agreement for the Design of the Ramsey Street Water Main Replacement to

Rick Engineering, Inc. in the amount of $386,895 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $425,584.50

6.9. Accept as Complete the Atwell Drive and Creekside Avenue Street and Storm Drain Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Reduction

6.10. Receive and File Code Enforcement Statistics for the Months of September, October 2023

Public Comment
None

Motion to adopt consent agenda items 6.1 through 6.8 and 6.10.

Motion by Mayor Pro Tem Wallace
Seconded by Council Member Minjares

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Gonzales, Reuben					✕
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-0, with 1 absence.

6.9. Accept as Complete the Atwell Drive and Creekside Avenue Street and Storm Drain Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Reduction

Public Comment
None

Motion to accept as complete the Atwell Drive and Creekside Avenue Street and Storm Drain Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Reduction.

Motion by Council Member Minjares
Seconded by Mayor Sanchez

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Gonzales, Reuben					✕
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-0, with 1 absence.

Mayor Sanchez announced a recess at 6:26 p.m. The meeting was reconvened at 6:44 p.m.

Council Member Minjares left the meeting.

7. PUBLIC HEARING(S)

7.1. Public Hearing and Consideration of Resolution 2023-177, Ordering the Annexation of Tract Map No. 32370 (Annexation No. 2) to the City of Banning's Landscape Maintenance District No. 1 and Confirming the Diagram and Levy and Collection of Assessments Commencing in Fiscal Year 2023/2024 Pursuant to the Landscaping and Lighting Act of 1972

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

Public Comment
- Frank Burgess
- John Hagen
- Diego Rose

The Administrative City Clerk reported there was one ballot received in support, not representing a majority protest.

Motion to adopt Resolution 2023-177.

Motion by Mayor Pro Tem Wallace
Seconded by Mayor Sanchez

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Gonzales, Reuben					✕
Minjares, Rick					✕
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 3-0, with 2 absences.

8. REPORTS OF OFFICERS

8.1. Consideration of Resolution 2023-183, Approving a Three (3) Year Master Services Agreement with IGM Technology Corp. for Software Services Platform Modules (SaaS): IGM Gravity Budgeting, Reporting, and Transparency

Removed from the agenda under Agenda Item 2.1.

8.2. Discussion of Stagecoach Days Memorandum of Understanding

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Diego Rose
- Taylor Burkholder
- Amy Pippenger
- Mason Patterson
- Tracy Mahoney
- Bill Lamb
- Paul Smith
- Aaron Pippenger
- Frank Burgess

Motion to table this item to the December 12th meeting.

Motion by Mayor Sanchez
Seconded by Mayor Pro Tem Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Gonzales, Reuben					✕
Minjares, Rick					✕
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 3-0, with 2 absences.

Mayor Sanchez announced a recess at 8:08 p.m. The meeting was reconvened at 8:26 p.m.

8.3. Animal Services Discussion: Banning Animal Shelter and ARE Animal Rescue Contract

Doug Schulze, City Manager, presented the staff report. Grant Brubaker of ARE Animal Rescue answered Council questions about the current contract.

Public Comment
- Michele Walter
- Jeff Platt
- Frank Burgess
- Kathy Aranda
- Tracy Mahoney

- Kathleen Dale
- Sheryl Robinson/Kim Kern

Motion to table this item to the December 12th meeting.

Motion by Mayor Sanchez
Seconded by Council Member Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Gonzales, Reuben					✕
Minjares, Rick					✕
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 3-0, with 2 absences.

9. DISCUSSION ITEM(S)

9.1. Discuss Adding a City of Banning Identifier to the San Gorgonio Avenue Overpass

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

Motion to table this item to the December 12th meeting.

Motion by Mayor Sanchez
Seconded by Mayor Pro Tem Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Gonzales, Reuben					✕
Minjares, Rick					✕
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 3-0, with 2 absences.

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items
1. Electric Audit Update (Flynn)
2. Zoom Options for Public Meetings (Flynn)

10.2. Pending Items:
1. Grow Banning (Sanchez)

2. Potential Grants to Fund Playhouse Bowl Improvements (Sanchez) – *Tentatively Scheduled for 10/24*
3. Food Desert Zoning Overlay (Minjares)
4. Beautification of San Gorgonio Overpass Funding (Gonzales) – *Tentatively Scheduled for 10/24*
5. Scope and Duties of the Budget and Finance Committee (Wallace)
6. Neighborhood Groups/Identities (Minjares)
7. Update on Community Garden (Flynn)
8. ARE Animal Rescue Contract (Flynn) – *Tentatively Scheduled for 11/14*
9. Public Notification Policy for Development Projects (Flynn) – *Tentatively Scheduled for 10/24*
10. Donation Policy (Flynn)
11. Zencity Contract (Flynn)
12. Comments Section on Agenda for Council Members (Flynn)
13. Cannabis Ordinance/Moratorium (Flynn)
14. Use of Cell Phones on Dais (Flynn)

11. ADJOURNMENT

The meeting was adjourned at 9:36 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting may be viewed here:
https://banninglive.viebit.com/index.php?folder=City+Council+Meetings

All documents related to this meeting are available here:
http://banning.ca.us/Archive.aspx?ADID=2928

ATTACHMENTS:

Exhibit A – Public Comment Received
Exhibit B – City Manager's Report
Exhibit C – Agenda Item 7.1: Staff Presentation
Exhibit D – Agenda Item 8.3: Public Comment Received
Exhibit E – Agenda Item 9.1: Public Comment Received

EXHIBIT A

RECEIVED
NOV 01 2023
City of Banning
City Clerk's Office

11/01/2023

To: Banning City Clerk and or Deputy City Clerk,

Please stamp the date of receiving this request.

Ref: Auto Groups Contracts 2005-2012-2016

Please see attached to this sheet a total of 14 pages of which I request that you deliver to each of the follow.

City Council Members, City Clerk, City Deputy Clerk, City Attorneys Main Office, City Manager, Assistant City Manager, Purchasing office as well as the Administrative Services Director of Finances

Should you have any question please feel free to ask.

Frank J. Burgess

Sincerely Yours,

P.O. Box 54
Banning, Calif. 92220

11/01/2023

To: City Council of Banning, City Clerk, City Deputy Clerk, City Attorney, City Manager Purchasing Officer and the Administrative Services Director of Finances Dept.

Reference: Contracts/Agreements with Auto Groups Beginning the Year 2005, Amended & Restated 2012 & Present one of Jan 1, 2016. All by differ Auto Groups Per Files.

I want to point out First of all that the Auto Group Contracts had nothing to do with this present City Council of Banning, City Deputy Clerk, City Attorney, City Manager, Purchasing Office and or the Administrative Services Director of Finances Dept.

But I also want to point out that each of the above as of their Dates of Hiring and or their Dates Elected became Responsible Party to carries out the agreement and Resolutions in behalf of the Citizens of the City of Banning. It is your duty and Responsible.

Therefore you shall review each and all of the Auto Groups agreements responsibility in behalf of the Citizens of Banning, While it will be stated that the 2005 Contract is no longer the Contract. 2005 Contract did not have a Resolution in it. **Please explain why there should be Resolution in the first place.** Onlythe 14 pages Plus Exhibit (A-B-C). While the Amended and Restated Agreement of 2012 is the next one. It has 24

pages of an Agreement as well a Resolution 2012-59 of 5 pages. Keeping in mind that there is a third agreement, one of which is dated 2016. The 2016 agreement is a amendment to the 2012 agreement. And one must question the right date to use on this one. Will try to explain later down the road.

While the 2005 Agreement has come and gone by all Purposes, I still want to point out the Defaults of each Section of the contracts has not been carried out and enforce by the then City Council and or the City Attorney or City Mangers. I am pointing out **Sections of the 2005 Contract**. It is your duty to the Citizens of Banning to read them so that you get the picture down the road on the other Agreements that has taken place.

Item # 4 Title New Franchise/Dealer Points

4.1 Definitions.

4.2 Extension of Term/ Revisions.

4.2.1 Revision to Covenant Payments

4.2.2 Revision to Maximum Total Payments

Item # 6 Further Assistance

All of the above was in Default. You will also note that if the City did not work with the Dealership that **they could move out of town, You must remember they cannot just get up and move without the Authorization of General Motors. That threat is what I would have call Black Mail. It was used by the then Assistance City Attorney in his report** to the then City Council **on 9/27/2005**. He should have been fired right then and there.

Question would be who was he working for. Sure, was not for the city in my book.

It is up to you to see if what I have said is true or not. The only way you will know is to request copies of the 2005 agreement. Why is this important? In case this come in front of you in the future. Time to stop this giveaway program.
(2006 $64,070.95) (2007 $25,330.50) (2008 Nothing) (2009 Nothing) (Nothing 2010) (2011 3,473.50) TOTAL Dealership Rec'd **$92,874.95**. All under the 2005 Agreement.

REMENDER ITEM #6 No Further Assistance In the 2005 Agreement. But now here we are back crying for more.

This is the Beginning of 2012 Called Title AMENDED & Restated Agreement. For Purchase of Operating Covenant & Operating Covenant

Assistance and going into a 2012 Amended and Restated agreement plus you now have a Resolution 2012-59.

These next few pages will be on the 2012 Amended and Restated that was pass. The dates are all over the place as you will see if you read the Agreement and Also the Resolution.

Again, this part of the Auto Groups was not done by the present City Council or any member of the present Staff. However the Present Council and Staff members of the City of Banning shall see that it is carries out in the interest of the City of Banning Citizens and that the agreement be carried out per the written Resolution2012-59 and Agreement sign 11/13/2012 must be Honor by both parts of the Contract.

The Commencement Date was to have been January 1, 2012, agreement. But was not sign until 11/13/2012.
Per Item 1. THE **EFFECTIVE DATE: AND IT READS**
_This Agreement will not become effective until it (i) has been duly executed by the authorized officers of the Dealership and delivered to Banning and (ii) has been duly approved by the City Council of the City of Banning. (the "EFFECTIVE DATE "Per the Mayor, City Clerk and City Attorney as well are the Signatures and dates OF 11/13/2012.

You will note that the Resolution 2012-59 was pass July 24, 2012. Signatures by the same, Mayor, City Clerk and City Attorney. 4 MONTH EARLYER.
You will also note that they talk of a June 12, 2012, in the Resolution about an Ordinance adding Chapter 3.28 to the Banning Code, Again, if you will check out Chapter 3.28, has nothing to do with anything to this agreement. The Title of Chapter 3.28 is Insurance Fund. Check it out.

Page 5

What is wrong in this part of the agreement the City Paid the Auto Group 4qtr of 2011 and 1,2,3,4 qtrs of 2012. $44,266.00. A Violation of the Agreement and Resolution.

(Notice I am talking about differ Recital)

2.3 of this agreement (2012) went away when they form this new agreement of **Amended/ Restated agreement.**

2.4 2.5 2.6 (The talk of the Recession effected everyone not just the Auto Groups those days).

2.7 Explain, what the 2005 Original Agreement has to do with this now 2012 agreement. In parts of this agreement, you will see where Auto Group (iv) & (v) was to make various upgrade and improvements to their Existing property's. (NO Permits was every pull for any improvements until 2019) First Permits on Record with City is 2019 Permits #18-00000156. The Deanships has been in its location since sometime around 1965.

2.8 No verification of the total Employee as ever been made. Verification would by way of the number of W-2 or 1099 form issued for 2012-2013-2014-2015 up to the next change that took place in 2016 as well. (Later in this letter)

2.9 Again, Please review Chapter 3.28 and how it fits into this agreement. It also speaks of amendments outlined in Recital

2.7. This is any agreement to Amended & Restated not an amendment to 2005 agreement.

3. TERMS OF OPERATING COVENANT & SALES TAX SHARING
3.1.1 BASE AMOUNT FOR THE CITY WENT FROM $200,000.00 DOWN TO $1,00,000.00 BEFORE SHARING WITH AUTO DEALERSHIPS AND SPLIT WENT 50% TO DEALERSHIP. (2012)

8. RESTRICTIONS OF TRANSFER

8.1 Diamond Hills Auto Group, Inc, November 9, 2015 sold and assigned its interest in the Property to Dalia Auto Group, Inc. with out approve. On August 23, 2016, 10 months later the City was notify of the sale, City is still HONORING and paying the qtr payments, Total $110,443.00.

A VIOLATION of the Agreement and or Resolution.
August 23, 2016 City Council Meeting Resolution No. 2016-80 Under Consent items 11 page 251 of the agenda, Consideration and Approval of Resolution N0 2016-80 was pull from the agenda for more information. At that time the Resolution 2016-80 read like this, *Consideration and Approval of Resolution 2016-80, Authorizing the Transfer of the Agreement for Diamond Hills Auto Group, Inc. Operating Covenant (Sales Tax Sharing Agreement) to Dalia Auto Group, LLC. You will find that the Transfer of Diamond Hills Auto Group to Dalia Auto Group Was never approved by the Council.

Page 7

What took place at a later date 12/12/2016 by the City ManageR (Rock) and the Deputy City Manager was a Resolution 2016-80 with differ names on it. Reads like this.

A Resolution of the City Council of the City of Banning California, APPROVING THE AGREEMENT FOR SALES TAX SHARING AND OPERATING BETWEEN THE CITY OF BANNING AND DALIA AUTO GROUP, LLC AND KHAN PROPERTIES AND HOLDINGS, LLC, DOING BUSINESS AS DIAMOND HILLS CHEVROLET BUICK GMC PRESENTED OR AMENDED BY CITY COUNCIL FOLLOWING PUBLIC COMMENT.

No one did their homework on this matter. This all took place from August 23, 2016 to January 12, 2017, At a cost of the Citizens of Banning in the amount of $301,733.00. All because of poor Management and Council decisions of not watching the Store. Please don't let this happen to you folks.

What I see was the illegal Transfer of the DaLIA GROUP, KHAN LLC AND THE MANAGEMENT OF THE CITY, MEANING, THE CITY COUNCIL, THE CITY MANAGER, HIS STAFF, THE CITY ATTORNEYS AND CITY CLERK. While the citizens of BANNING AGAIN IS THE LOSERS.

While I don't agree, you now have A New Agreement. City of Banning, and Dalia Auto Group, LLC AND KHAN PROPERTIES AND HOLDINGS, LLC. COMPANIES, DBA: DIAMOND HILLS **CHEVROLET BUICK GMC A LIMITED LIABILITY COMPANY, you will see that**

there is no date on the agreement but by the Notary Stamp on JUNE 13 , 2017. BY USING THE SECOUND RESOLUTION 2016-80, WE NOW CAN MOVE ON.

1. EFFECTIVE DATE WHEN it HAS BEEN APPROVED BY THE CITY COUNCIL.
2. 2 , HOW THAT FIGURE IN ON THIS AGREEMENT as NO NEW DEALER FRANCHISES HAS been added.

2.3

BASE ON 2.3 IT WENT IN SERVICE AS OF NOV. 9, 2015, with out the City COUNCIL approval. WHICH MEANS THAT NO PAYMENTS Should HAVE BEEN PAID UNTIL JUNE 13, 2017.

But qtr payments were paid in the amount of $374,828.49 during the time Agreement was not sign by all parts.

There are many Unfulfilled items through this Contract and or Agreement as well as the Resolution 2016-80 .

2. RECITALS AND REPRESENTATIONS

The Effective Date, Illegit Transfer, THE DEALERSHIP HAS CONSIDERED RELOCATION TO NEARBY CITIES, (can't jump up and run to another city without GMC okay and what a cost it

would be. Plus, the lost time waiting to build. City has failed to check on the number of employees by way of W-2 or 1099 TAX REPORT FORM. City has failed to verified the dollars on improvements that has been made.

In reading this, The Resolution 2016-80 (kept in mind that a Transfer between Diamond Hills Auto Group and Dalia Auto Group, LLC never took place). As you read on of which is between City and Dalia Auto Group, LLC and Khan Properties and Holdings, LLC, doing business as Diamond Hills Chevrolet. Buick GMC. (three differ company's).

Words of Whereas comes from Resolutions, Whereas #3 of 11, is of Dalia Group, Khan Properties, and Holdings, LLC. Whereas # 5 of 11, Dalia purchased Diamond Hills Group located at 4545 W. Ramsey Street and 4661 w. Ramey Street Banning, Ca. Nothing about Khan Properties only Dalia Auto.

Whereas # 9 of 11, City to provide Assistance to Dalia in purchasing additional parcels with freeway front signage, renovation and expansion of the dealership. (While purchasing may have been made but no Renovation has taken place. (This is a Default project.) Year 2016 to now year 2023. 7 Years of receiving funds from the Citizen of Banning Total in 7 years is $1,775,309.26. What did the Citizen of Banning get in return is the question.

Page 10

This Resolution 2016-80 must be Void and stop the funding of the Dealership which is not keeping with the agreement that they sign June 13, 2017.

The 2016 agreement, total 18 pages Mark as 260-F to 260-Z Sign June 13, 2016. There Is so very little differ then the 2012 agreement.

1. **EFFECTIVE DATE,** WAS NOT FOLLOW.
2. **ALRECITS AND REPRESENTATION**
   - **2.2** *Differ numbers*, **wording as 2005 and again in 2012.**
   - **2.3** **It not honest and Is very wrong, It states in part that on November 9, 2015 that Dalia Auto Group, LLC and khan Properties and Holding, LLC. Purchase Diamond Hill Auto Group. Please review the August 23, 2016 City Council Report Meeting Agenda. From City Manager Michael Rock, and Prepared By Ted Shove, Economic Development Manager.**

   - **2.4** **Again, need to check W-2 and 1099 Form to verify the number of full time Employee's**
   - **2.5** **Again. The threat of moving to another City. First of all once again they would need GMC approve to do so.**
   - **2.8** **There is no mentioning in either of the two differ resolutions 2016-80 of any amount up to $3,200,000.00 That would be paid to the Dealerships.**

3. TERMS OF SALE TAX SHARING

3.2 (A) City goes from $!00,00.00 to $150.000.00 at same time it show that the Dealership can go up 15 years or up to $3,200,000.00.

(B) Effective Date *You will find once again payments were made before approved. June 13, 2017 when all parts had sign.*

(C) "MAXIMUM PAYMENT" *Dealership shall not be entitled to payments from, City beyond the fifteen (15) year term, or in excess of the Maximum Payment consistent with this agreement

(J) "Dealership Improvements" under (III) adding a new freeway frontage sign to the newly acquired property adjacent to the facility and identified by Assessor Parcel Number 537-100-027=7,537-100-028-8 = 537-100-020-9 (Nothing has been done) A Violation.

This is just a few of the Violations in this agreement and as well in the Resolution 2016-80. It is your duty to go over the Agreements and Resolutions 2016-80. To see that the Citizens are Protected. From the beginning of 2005 to the present 2023 this has not been right. All of these agreements and Resolutions have been in favor of the Auto Groups. Be the 2005 or the 2012 or the 2016. I will be told that nothing can be done about the 2005 and maybe the 2012 but you can not

deny what can been done about this present 2016 agreement and Resolution 2016-80.

Should you not be able to come up with all of the agreements and or Resolutions be sure to advise me as I have each of them as well as the Council Meetings involved.

This matter is in your hands, City Council (Each Member of the Council) City Manager, City Attorney, City Clerk, City deputy Clerk, Purchasing officer and the Administrative Service Director of Finances Dept.

If one was to take these Agreements, and Resolution to Court. The Court would throw them out the window and have ever one who was attach to this paper work in Jail by Midnight. The court is not where I want it to go. The funding of this Agreement must stop immediately.

This is the figures that has been paid out by the City from 2005 year to the 1st quarter of 2023. To the differ Auto Dealerships. $2,117,831.27 in the 18 years of this project.

The amount that has been paid out $1,794,976.82 under the 2016 contract /Agreements/Resolution has been done so illegally as the Transfer between Diamon Hill, Inc. and Dalia Auto Group, LLC was never completed. While the funds went to Khan Properties and Holding LLC $1,794,976.82. Illegally, Check the files and prove anything differ.

Again, two differ names but same Resolution number 2016-80 with the same number and two differ names on them. One was the August 23, 2016 meeting, Only Recommendation at the Oct 25, 2016 meeting.

While at the same time you will find a Motion was made by Peterson and second by Franklin that the Council adopt of Resolution 2016-80, Approving the agreement for Transfer of the Sales Tax Sharing and Operating Agreement between, the City of Banning and Dalia Auto Group, LLC and Khan Properties and Holdings, doing business as Diamond Hills, Chevrolet Buick GMC as per Terms of Agreement approved by Council at its Oct 25, 2016 meeting, Motoion carried, all in favor.

This Motion was made at the 12/12/16 Council Meeting, you will find at the Oct 25, 2016 meeting it was not even on the agenda as that was a Special City Council meeting and only one Item was on the agenda and that was.

III. Reports.

1. Consideration and Approval of the Transfer of the Operating Covenant from Diamond Hills Auto Group, Inc (Diamond Hills) to Dalia Auto Group, LLC (Dalia), Approval to Release the Tax-sharing Payments in Arrears to Dalia, and Approval of the Amended and Restated

Pagge 14

2. Terms Of Operating Covenant between the City of Banning (City)and Dalia..... 1

3.3 Dealership Obligations (2016)
This section is made up with Item A) (i) (ii) (iii) (IV) as well as other clauses that you must read but I am stopping here at this point with only one thing more to say and that is who or what is wrong in all of this it must stop and it is up to all of you to bring this to a closing.

The amount that has been issued $1,794,976.82 and the amount of Improvements yet to be done is way over the $3,200,000.00. Just (IV) Sign Improvement Puts it way over the $3,200,000.00 as well as other Items to the land purchase that shows no improvements but for weeds.

It is up to each of the Departments that I have name in this Heading responsibility to see that this give away of tax payers funds ends Immediately. Each, must be held accountable and responsible should you not stop this agreement to the citizens of Banning. This is not a Close Session Item, all 14 pages are of Public Record, Contracts / Agreements as well Resolutions.

Sincerely,

Frank J. Burgess

Frank J. Burgess
P.O Box 54
Banning, Calif. 92220

BANNING CALIFORNIA

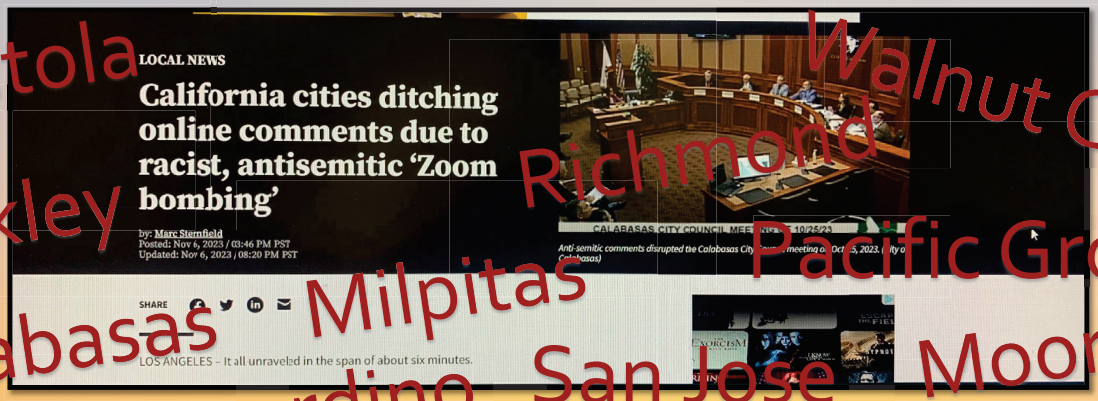
CITY MANAGER'S REPORT

November 14, 2023

BANNING CALIFORNIA

ZOOM BOMBING

Ventura
El Cerrito
Capitola
Walnut Creek
Berkley
Richmond
Pacific Grove
Calabasas
Milpitas
Moorpark
San Bernardino
San Jose
Watsonville
Redwood City



BANNING
CALIFORNIA

www.trafficreliefplan.org

City of BANNING
ENDLESS OPPORTUNITY

CITY OF BANNING

HOLIDAY PARADE

'TWAS THE LIGHT BEFORE CHRISTMAS

CALL FOR ENTRIES!

Saturday December 16

Check in starts at 3pm - Step off 5pm

Scan to enter the parade
or contact us at
stagecoachparade@gmail.com

BANNING CALIFORNIA

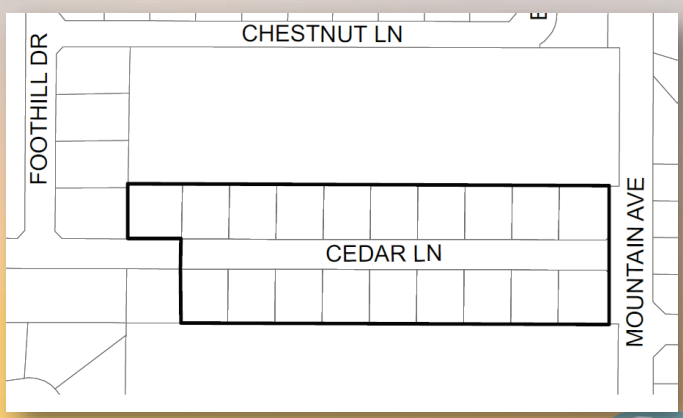
Questions?

PUBLIC HEARING RESOLUTION 2023-177

Annexation of TM 32370 to LMD No. 1

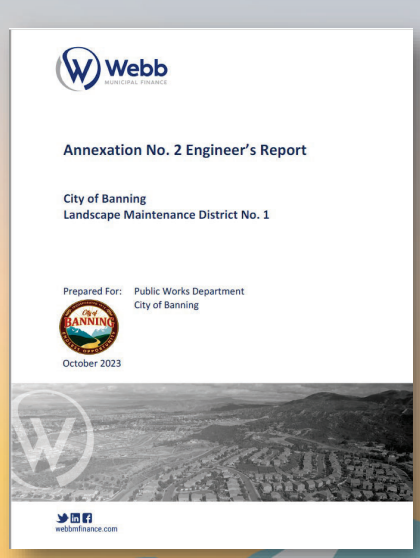
Background

- Resolution 2005-74 approved TM 32370 including Conditions of Approval.
  - COA: required participation in Landscape Maintenance District No. 1.



Background

- Approval of Resolution 2023-164 (9/26/23)
  - Initiating proceedings for the annexation of TM 32370, known as Canterbury, as Zone 11
- Approval of Resolution 2023-173 (10/24/23)
  - Declaring intention to annex TM 32370
  - Approving Engineers Report
    - $392.64 per Assessment Unit (i.e per lot)
  - Setting Date for Public Hearing


Webb
MUNICIPAL FINANCE

Annexation No. 2 Engineer's Report

City of Banning
Landscape Maintenance District No. 1

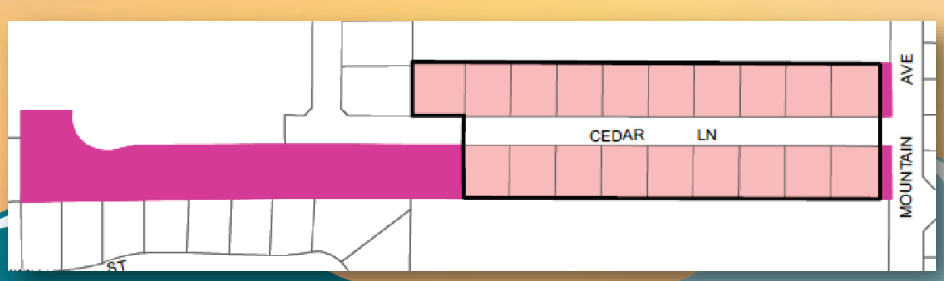
Prepared For: Public Works Department
City of Banning

October 2023

webbmfinance.com

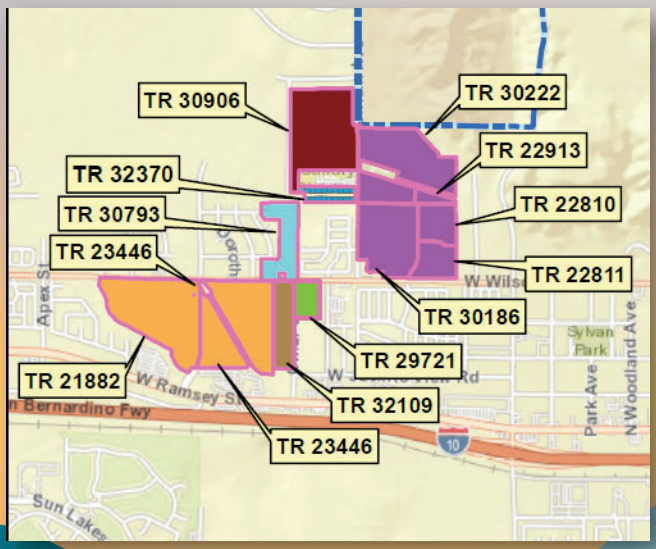
Public Hearing

- Property owner protest ballot proceedings
  - Ballots mailed to property owners (19 lots)
  - City Clerk will report on returned ballots and declares the election results
  - If majority protest does not exist, City Council may adopt Resolution 2023-173 ordering the annexation of the properties into LMD No. 1
  - Assessments to commence FY 2024/2025
  - Assessment unit will be subject to a Consumer Price Index (5% max.)



BANNING CALIFORNIA

Questions?



City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY

Caroline

EXHIBIT D

Subject Fwd: ARERESCUE

From Sheri Flynn <sflynn@banningca.gov>

To: Sheri Flynn <lorijean1250@yahoo.com>

Date Today at 1:46 PM

Sent from my iPhone

Begin forwarded message:

From: sheryl robinson <srobinsonjd@gmail.com>
Date: November 13, 2023 at 6:07:04 PM PST
To: Sheri Flynn <sflynn@banningca.gov>
Subject: ARERESCUE

I would like this read into the record:

Dear Council Woman: Sheri Flynn,

My daughter & I visited the shelter on Sunday, we weren't even allowed to go see the dogs. The office was dirty, things piled all around in the office & it smelled so bad in there. Amber told us we weren't allowed to visit dogs because they bark too much. So we couldn't have any contact w the animals. This was shocking. My heart goes out to these animals. This is cruelty to animals. The worst shelter I've been to, it's inhumane. Her refusal to us that we couldn't visit the dogs was was incomprehensible. This is an abomination of how this shelter is run. My heart is broken 💔

Respectfully,
Sheryl Robinson & Kim Kern (daughter)
11.13.2023

EXHIBIT E

Board of Directory

Onoalyse Lyons
President

Laura Leindecker
Vice President

Steve Walthers
Treasurer

Reako Davis
Secretary

Ron Duncan
Board Member

Michael O'Neil
Board Member

Juan De La Fuente
Board Member

Robin Calder
Board Member

Bill Dickson
Board Member

Carol Taylor
Office Manager



January 2018

To Whom It May Concern:

The Banning Chamber of Commerce recognizes the importance of promoting the City of Banning, and its' image with artistic displays, such as Mr. Burgess freeway overpass renderings. Signage beautification often adds to a community, and can often add to a community's local economy. As eye catching imagery can be an asset as people on the freeway will see these signs and say, "okay, we are in t.e. Banning" – let's stop and see what's in Banning!

The designs that have been drafted on behalf of Mr. Burgess are not only eye-catching – they perfectly represent the history of the "Stagecoach Town" motto of Banning. We here at the Banning Chamber of Commerce as a result of the foregoing give our support in this endeavor at this level.

We thank Mr. Burgess for asking our support, and we support him.

Sincerely,

Onoalyse Lyons

Board President

BANNING, CA

STAGECOACH TOWN USA

ESTABLISHED 1913

CONCEPTUAL DESIGNS

FOR THE CITY OF BANNING

RAMSEY STREET ENTRY

BUS STOPS

SAN GORGONIO OVERPASS



Print | Close Window

Subject: banning stagecoach usa
From: "Jerry Andre" <jandre@xycorpinc.com>
Date: Tue, Jul 25, 2017 6:53 am
To: <fburgess@burgessrelocation.com>

Frank,

Here are the numbers I came up with
We estimated it high

Let me know if you need more info

Plan A over pass signage $8824.84 per sign

Plan B over pass signage $6876.58 per sign

Plan C over pass signage $6376.58 per sign

Wagon and signage at Ramsey / I-10 intersection $15,200.00

Thanks

Jerry Andre
Xycorp, Inc.
EPS Products Division
1258 Montalvo Way
Palm Springs CA 92262

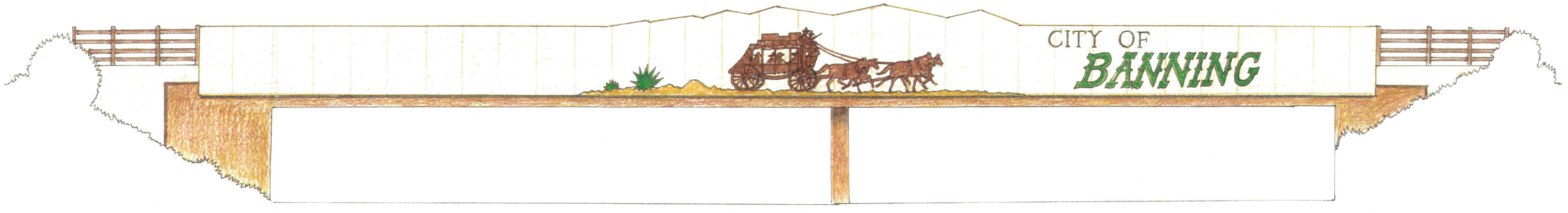
P 760-323-0333
F 760-323-2229

www.xycorpinc.com www.epsproducts.com

Copyright © 2003-2017 All rights reserved

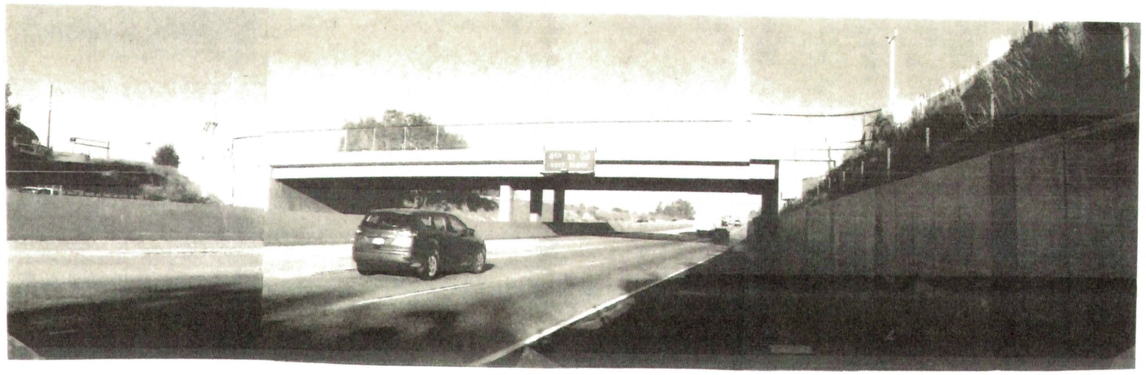
SAN GORGONIO OVERPASS

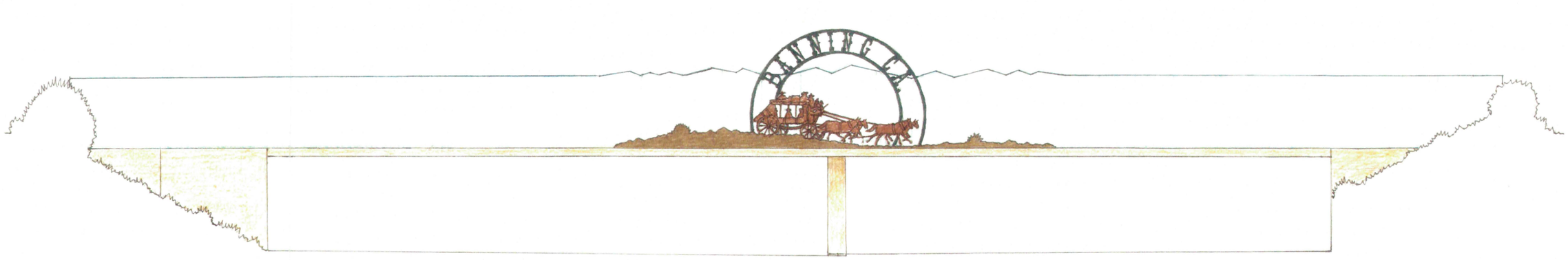




PLAN A

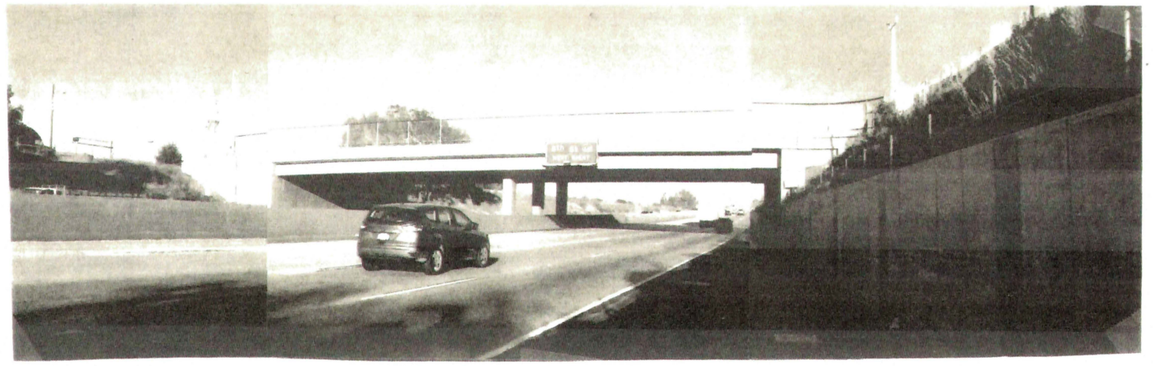
SAN GORGONIO OVERPASS

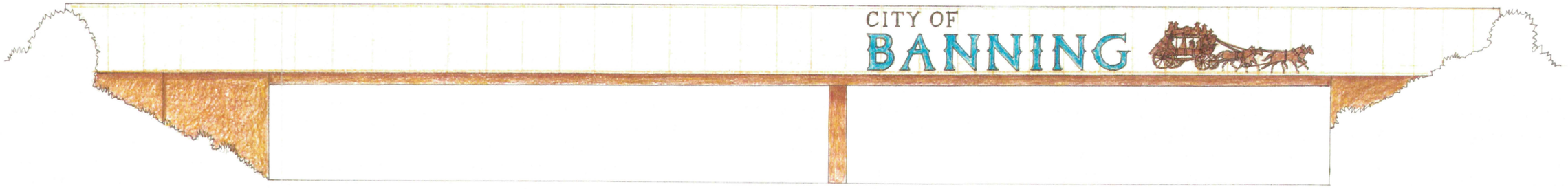




PLAN B

SAN GORGONIO OVERPASS





PLAN C

RAMSEY STREET ENTRY

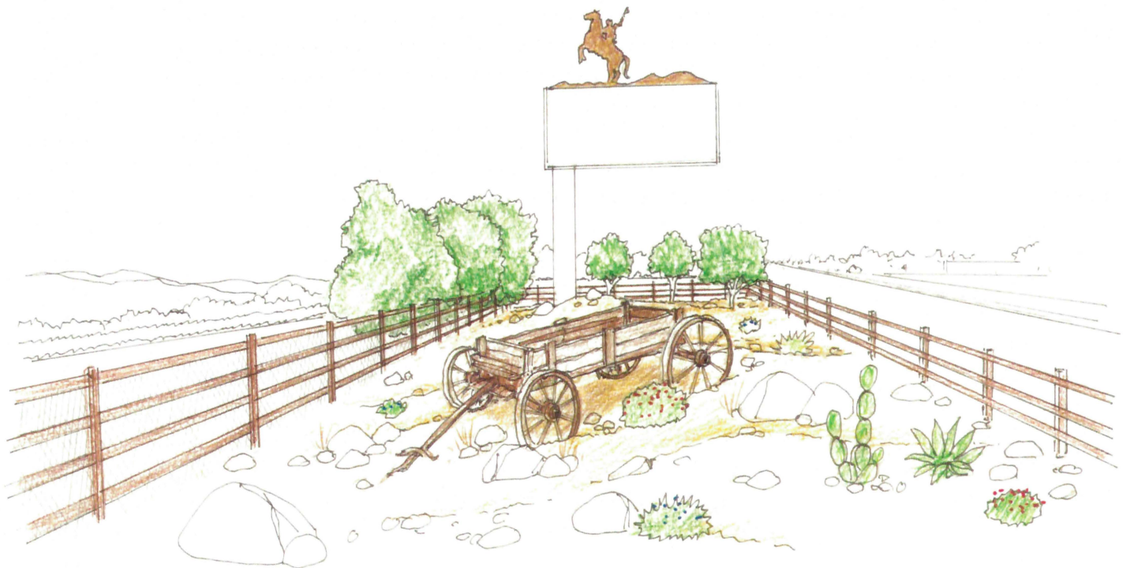
WITH DIGITAL SIGN LOCATION





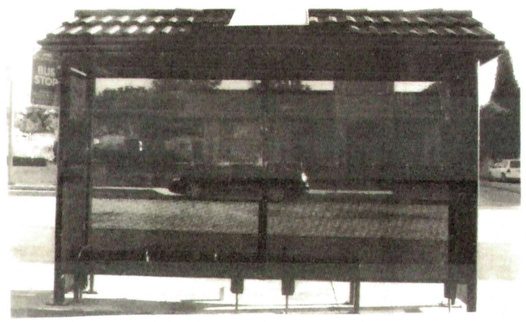
PLAN VIEW



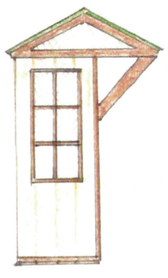


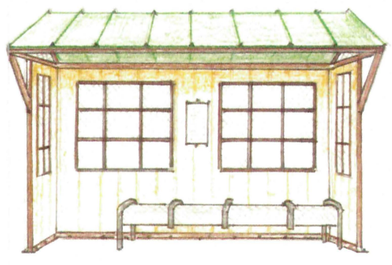
Nathan '07

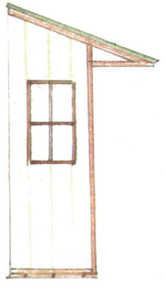


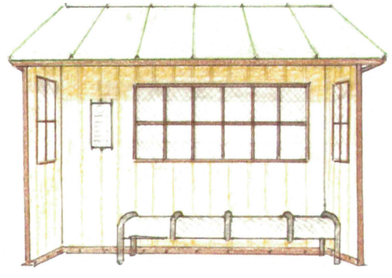










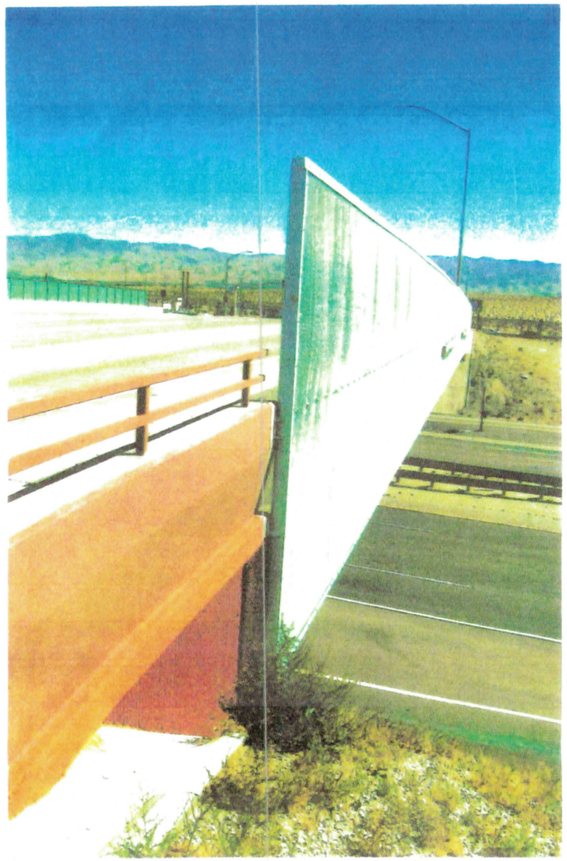


NOTE: BUS STOPS SHOULD BE MADE THE SAME AS A METAL BARN

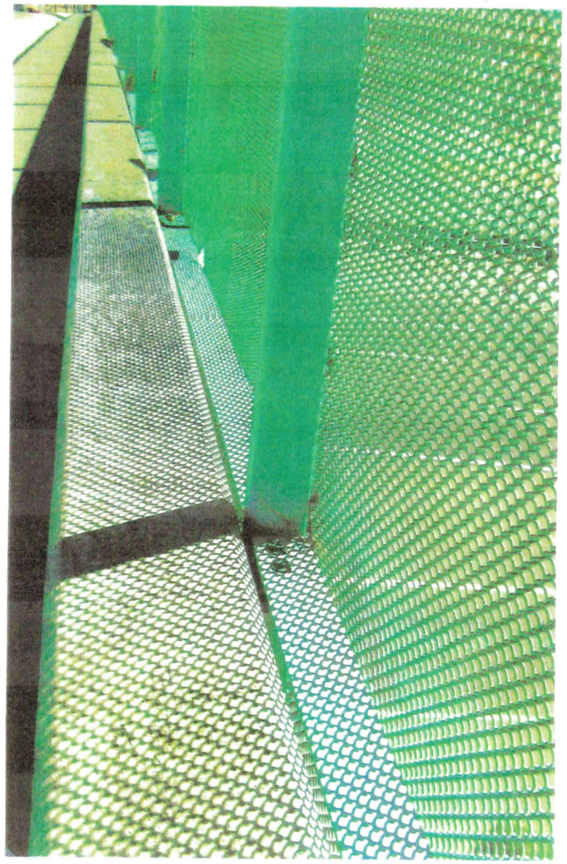
PLAN A

PLAN B

BUS STOP DESIGNS







NOTE: EXTERIOR MOUNTED FENCING EAST BOUND
110 PALM SPRINGS, CAN BE DONE IN ANY
COLOR, MADE FOR WIND PRON AREAS

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **A'ja Wallace,**

MEETING DATE: **December 12, 2023**

SUBJECT: **Accounts Payable and Payroll Warrants Issued in the Month of October 31, 2023**

RECOMMENDATION:

Review and ratify the warrants for period ending October 31, 2023, per California Government Code Section 37208.

BACKGROUND:

Staff compiles a monthly report to include accounts payable and payroll warrants issued.

JUSTIFICATION:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued During Month	188772-189067	$3,485,306.89	
Voided/Reissue Check		$0.00	
Check Total			$3,485,306.89
Wires Total	1126-1129		$4,048,836.14
ACH Payments:	9007683-9007708		
Payroll Direct Deposit	10/6/2023	$598,344.71	
Payroll Direct Deposit	10/20/2023	$614,173.66	
Other Payments		$1,265,640.48	
ACH Total			$2,478,158.85
Payroll Checks:	13268-13298		
Payroll-Regular	10/6/2023	$4,363.74	
Payroll-Regular	10/20/2023	$4,199.14	
Payroll-Regular	10/24/2023	$1,564.36	
Payroll Check Total			$10,127.24

Total Warrants Issued for October 2023			**$10,022,429.12**

FISCAL IMPACT:

No fiscal impact.

ALTERNATIVES:

Approve and ratify the warrants for period ending October 31, 2023.

ATTACHMENTS:

1. Attachment 1 - Fund List 10.11.23.pdf
2. Attachment 2-Warrant Report October 2023.pdf
3. Attachment 3-Warrant Report Detail October 2023.pdf
4. Attachment 4-Void Check Log, Payroll Log and Payroll Registers.pdf

Budget Processes, Policies & Fund Structure

The following depicts the City's budgeted funds and how they fit in the organization for budget and accounting purposes. Note that departments in the General Fund may also have budget responsibility for other funds.

Appropriated Funds

Black = Major - Blue = Non-Major - Red = Retired Funds FY 20-21

Governmental Funds			Proprietary Funds			Fiduciary Funds	
General Fund	Special Revenue Funds	Capital Improvement Funds	Enterprise Funds	Enterprise Funds-BUA	Internal Service Funds	Sucessor Agency Funds	Agency Funds
General Fund (001) Departments	(002) Developer Deposit	(400) Police Facilities Development	(670) Electric Fund	(660) Water	(702) Fleet Maintenance	(805) Redevelopment Obligation-Retirement	(221) ATWEL #2020-02 CFD
- (1000) City Council	(005) Successor Agency Admin	(410) Fire Facilities Development	- (7000) Electric	(661) Water Capital Facilities	(700) Risk Management	(810) Sucessor Housing Agency	(360) Sun Lakes CFD #86-1
- (1200) City Manager	(100) Gas Tax Street	(420) Traffic Control Facility	- (7010) Generation & Trans.	(662) Irrigation Water Fund	- (5020) Workers Compensation	(830) Debt Service Successor Agncy	(365) Wilson Street #91-1 AD
- (1210) Economic Development	(101) Measure A Street	(421) Ramsey/Highland Signal	(672) Rate Stability/Debt Service Reserve	(663) BUA Water Capital Project	- (5030) Unemployment Insur.	(840) Bond Exp. Agreement -	(370) Area Police Computer
- (1220) Public Information	(102) RMRA (SB1) Gas Tax	(430) General Facilities	(673) Electric Improvement	(669) BUA Water Debt Service	- (5040) Liability Insurance	(BEA) Project	(375 Fair Oaks #2004-01-AD
- (1300) Human Resources	(103) SB 300 Street	(444) Wilson Median Fund	(674) Electric Revenue Bond Project		- (5300) City Attorney	(841) Bond Exp. Agreement -	(376) Cameo Homes
- (1400) City Clerk	(104) Article 3 Sidewalk	(451) Park Development Fund	(675) Public Benefit	(680) Wastewater	(703) Information Systems Services	(BEA) Low/Mod	
- (1500) Elections	(110) CDBG	(470) Capital Improvement	(678) Electric Revenue Bond Debt Service	(681) Wastewater Capital Facility	(704) Building Maintenance		
- (1800) City Attorney	(111) Landscape Maintenance	(475) Fair Oaks #2004-01-AD		(682) Wastewater Tertiary	(705) Support Services		
- (1900) Fiscal Services	(132) Air Quality Improvement		(600) Airport Fund	(683) BUA Wastewater Capital Project	(761) Utility Billing Admin.		
- (1910) Purchasing & AP	(140) Asset Forfeiture/Police		(610) Transit Fund	(685) State Revolving Loan	- (3100) Account & Collections		
- (2060) TV Government Access	(148) Supplemental Law-Enforcement		- (5800) Fixed Route	(689) BUA Wastewater Debt Service	- (3110) Meter Reading		
- (2200) Police	(150) State Park Bond		- (5850) Dial A Ride				
- (2210) Dispatch	(190) Housing Authority		(690) Refuse Fund				
- (2300) Animal Control	(200) Special Donation						
- (2400) Fire	(201) Sr. Center Activities						
- (2700) Building Safety	(202) Animal Control Reserve						
- (2740) Code Enforcement	(203) Police Volunteer						
- (2800) Planning	(222) Federal Funds						
- (3000) Engineering	(300) City Administration-COP Debt Service						
- (3200) Building Maintenance							
- (3600) Parks							
- (4000) Recreation							
- (4010) Aquatics							
- (4020) Day care							
- (4050) Senior Center							
- (4060) Sr. Advisory Board							
- (4500) Central Services							
- (4800) Debt Service							
- (5400) Community Enhancement							

City of Banning
Warrant List October 2023

Warrant Number	Vendor Name	Warrant Amount
1126	U.S. BANK	145,193.31
1127	U.S. BANK	1,584,131.05
1128	RIVERSIDE PUBLIC UTILITIES	1,217,371.78
1129	RIVERSIDE PUBLIC UTILITIES	1,102,140.00
188772	AL'S KUBOTA TRACTOR	604.63
188773	AMAZON BUSINESS	196.08
188774	ANDERSON, KENNETH	1,200.00
188775	ANIXTER, INC	687.88
188776	ARAMARK UNIFORM & CAREER APPAREL	246.27
188777	AT&T MOBILITY LLC	1,667.17
188778	BANNING VETERINARY HOSPITAL	216.00
188779	BEAUMONT CHERRY VALLEY WATER	22,697.66
188780	BEAUMONT PRINT	238.95
188781	BRIGHTLY SOFTWARE , INC	41,137.65
188782	BUSINESS VIEW PUBLISHING INC	2,950.00
188783	CALIFORNIA LAW ENFORCEMENT ASSOC	40.00
188784	CALIFORNIA PARK & REC SOCIETY	855.00
188785	CASC ENGINEERING AND CONSULTING INC	6,727.75
188786	CINTAS CORPORATION	319.80
188787	CITY OF BANNING (BNG)	185.89
188788	CITY OF BANNING UTILITIES	539.27
188789	CITY OF PASADENA	25,626.60
188790	CORE & MAIN, LP	2,186.59
188791	CUSTOM TROPHIES & UNEEK AWARDS	2,232.58
188792	D&M JOB INC.	238.13
188793	D'SILVA, PASCAL	100.00
188794	EIDE BAILLY LLP	38,535.00
188795	EPSILON ENGINEERING, INC	3,040.00
188796	FAITH IN ACTION	8,176.81
188797	FISHER, ROBERT	301.50
188798	FRONTIER COMMUNICATIONS	2,663.99
188799	G & G ENVIRONMENTAL COMPLIANCE, INC	2,759.08
188800	GARDA CL WEST INC	112.65
188801	GAS COMPANY, THE	1,802.22
188802	GRAINGER	72.62
188803	GREYBAR PRINTING	72.72
188804	HAESE, DORIS M	736.00
188805	HDL COREN & CONE	25.96
188806	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,926.74
188807	ICMA RETIREMENT TRUST 457	364.32
188808	LCI HOLDINGS INC,KATE SPADE NY	16,079.52
188809	MENDOZA, SAMUEL	85.00
188810	MILSOFT UTILITY SOLUTIONS, INC	1,929.00
188811	NATIONWIDE RETIREMENT SOLUTIONS	6,835.01
188812	ONESOURCE DISTRIBUTORS	7,407.28
188813	ORACLE AMERICA INC	17,548.50
188814	PARS	301.65
188815	RECORD GAZETTE, THE	762.26
188816	RINCON CONSULTANTS, INC.	4,166.25

City of Banning
Warrant List October 2023

Warrant Number	Vendor Name	Warrant Amount
188817	RIV. CO. FIRE DEPARTMENT	847,999.53
188818	SAN GORGONIO PASS WATER AGENCY	299,250.00
188819	SCCI, INC DBA	250.00
188820	SCHULZE, DOUG	246.79
188821	SIGNATURE PUBLIC FUNDING CORP	95,274.81
188822	SORIANO, RICHARD	189.75
188823	STAPLES BUSINESS ADVANTAGE	1,047.47
188824	STATE OF CALIFORNIA DOJ	2,781.00
188825	TEC EQUIPMENT, INC	1,782.28
188826	TELREPCO	28,428.87
188827	TOP-LINE INDUSTRIAL SUPPLY, LCC	7.20
188828	TRANSTECH ENGINEERS, INC	1,196.00
188829	UTLEY, AMBER	189.75
188830	WESTERN WATER WORKS SUPPLY CO	695.64
188831	WILLIAMS SCOTSMAN, INC	3,609.62
188832	ZENNER PERFORMANCE METERS, INC	4,625.42
188833	ALL STAR ELITE SPORTS	993.87
188834	ALL STAR GLASS, INC.	491.99
188835	ALLGOOD DRIVING SCHOOL, INC	54.60
188836	AMAZON BUSINESS	225.04
188837	ARAMARK UNIFORM & CAREER APPAREL	82.09
188838	ARCE, PAUL	252.00
188839	ARTISTIC MAINTENANCE, INC.	4,615.76
188840	ASBURY ENVIRONMENTAL SERVICES DBA	288.77
188841	BANNING POLICE OFFICERS ASSOC.	2,710.30
188842	BARR DOOR, INC	4,449.37
188843	BEAUMONT DO IT BEST HOME CENTER	238.36
188844	BEAUMONT SAFE & LOCK	42.88
188845	BENHAR, DIANA T	231.00
188846	BEST DRILLING AND PUMP INC	40,090.00
188847	CALDERON, SANDRA B	150.70
188848	CALIFORNIA DEPT OF TAX AND FEE ADMN	14,471.00
188849	CALIFORNIA LAW ENFORCE ASSN	891.00
188850	CALIFORNIA WATER ENVIRONMENT	221.00
188851	CAROLLO ENGINEERS	2,016.50
188852	CDW GOVERNMENT, INC	18,164.16
188853	CENTER ELECTRIC SERVICES, INC	2,065.02
188854	CINTAS CORPORATION	1,636.07
188855	CITY OF BANNING (BNG)	395.14
188856	CITY OF BANNING UTILITIES	304.62
188857	CONSOLIDATED ELECTRICAL	495.12
188858	CROSSTOWN ELECTRICAL & DATA	1,206.71
188859	CYBERTEK COMPUTER & NETWORKING SVCS	74,158.56
188860	ECONO FENCE, INC	2,395.00
188861	ESPINOZA, LYNETTE M	50.40
188862	EXECUTIVE FACILTIES SERVICES INC	15,187.69
188863	FALEN LAW OFFICES, LLC.	4,200.00
188864	FISHER, ROBERT	250.00
188865	FRONTIER COMMUNICATIONS	319.34

City of Banning
Warrant List October 2023

Warrant Number	Vendor Name	Warrant Amount
188866	GRAINGER	256.31
188867	HARDY & HARPER, INC	55,026.90
188868	HAZEN AND SAWYER	55,429.25
188869	HERC RENTALS INC.	12,592.90
188870	HERNANDEZ, CARLA	840.00
188871	HIXSON, JOSHUA	17.00
188872	HOME DEPOT #8987	509.25
188873	HUBBURT, KEVIN	3,513.43
188874	HUERTA JR., GILBERT	350.00
188875	I.B.E.W. LOCAL 47	10,253.24
188876	I.B.E.W. LOCAL 47 (PAC)	40.00
188877	INFOSEND, INC	4,489.81
188878	INNOVATIVE FEDERAL STRATEGIES	4,500.00
188879	IRON MOUNTAIN INFORMATION MGMT, LLC	262.50
188880	JACKSON, JENNIFER	250.00
188881	JOHNSON, WILLIAM	479.50
188882	KOLLER, MARIE	27.30
188883	LOADER, MICHAEL	5,540.74
188884	MARIPOSA LANDSCAPES, INC	19,407.88
188885	MCCALLUM, CHRIS	325.00
188886	MCMASTER-CARR SUPPLY CO.	297.97
188887	MISGHINA, TEWELDEBERHAN	139.32
188888	MITCHELL, BLAKE	135.78
188889	MORGAN, DEIDRA J	224.00
188890	MYERS & SONS HI-WAY SAFETY INC.	3,065.90
188891	NATIONAL BUSINESS FURNITURE, LLC	50,729.95
188892	NOTTINGHAM, MICHAEL	17.00
188893	N2W ENGINEERING, INC	15,572.50
188894	OLIN CORPORATION	4,985.10
188895	PARTS AUTHORITY	279.87
188896	POWERS, ROBERT	1,500.00
188897	PRESS-ENTERPRISE, THE	247.05
188898	PULVER, JODEANE V	164.50
188899	RECYCLIST	22,701.00
188900	RESOURCEX	7,500.00
188901	RICHARDS WATSON GERSHON	63,959.17
188902	RIV. CO. HEALTH SVCS AGENCY	207.00
188903	ROBERT HALF INTERNATIONAL	1,672.40
188904	SAN BERNARDINO PUBLIC EMPLOYEES	2,393.96
188905	SATELLITE PHONE STORE	307.95
188906	SCA OF CA, LLC	10,080.00
188907	SCHULZE, DOUG	284.36
188908	SITEONE LANDSCAPE SUPPLY	136.85
188909	SMITH, JASON	27.99
188910	SO CAL WEST COAST ELECTRIC, INC	11,148.28
188911	SONSRAY FLEET SERVICES	975.01
188912	SONSRAY MACHINERY LLC	121,966.15
188913	SOUTH COAST AIR QUALITY	665.26
188914	SOUTHERN CALIFORNIA EDISON	91.75

City of Banning
Warrant List October 2023

Warrant Number	Vendor Name	Warrant Amount
188915	SPEERS, TANNER	17.00
188916	STAPLES BUSINESS ADVANTAGE	1,110.61
188917	STATE OF CALIFORNIA DOJ	315.00
188918	TEC EQUIPMENT, INC	894.71
188919	TIME WARNER CABLE	1,966.74
188920	TIME WARNER/CHARTER	146.95
188921	UNDERGROUND SERVICE ALERT	188.78
188922	VIRTUAL PROJECT MANAGER, LLC	1,000.00
188923	WILLIAMS, KAYLA	105.00
188924	YOUNG, CARLA	300.00
188925	AL'S KUBOTA TRACTOR	840.58
188926	ALL STAR ELITE SPORTS	271.15
188927	AMAZON BUSINESS	897.38
188928	AMERICAN FORENSIC NURSES	973.33
188929	ANIXTER, INC	409.99
188930	ARAMARK UNIFORM & CAREER APPAREL	82.09
188931	ARE ANIMAL RESCUE	15,775.00
188932	ARTISTIC MAINTENANCE, INC.	187.47
188933	ASPEN, INC	5,092.00
188934	AT&T CALNET 2	161.88
188935	AURIGA CORPORATION	2,650.00
188936	BANNING VETERINARY HOSPITAL	151.34
188937	BEAUMONT DO IT BEST HOME CENTER	295.21
188938	BIO-TOX LABORATORIES	967.00
188939	BLAIS & ASSOCIATES, LLC	3,777.50
188940	BLAISDELL'S BUSINESS PRODUCTS	101.26
188941	CALIFORNIA WATER ENVIRONMENT	211.00
188942	CAROLLO ENGINEERS	3,734.00
188943	CHACON, ARTHUR	176.25
188944	CHANDLER ASSET MANAGEMENT INC	1,995.80
188945	CINTAS CORPORATION	684.91
188946	CITY OF BANNING (BNG)	383.20
188947	CUSTOM TROPHIES & UNEEK AWARDS	1,486.95
188948	DIAMOND HILLS CHEVROLET BUICK GMC	524.90
188949	ENTERPRISE FM TRUST	42,310.30
188950	FRANCO, DANIEL	176.25
188951	FRONTIER COMMUNICATIONS	4,343.70
188952	FUN EXPRESS	734.20
188953	GALLS, LLC	2,187.70
188954	GAS COMPANY, THE	27.45
188955	GRAINGER	897.88
188956	H & L CHARTER CO, INC	2,583.34
188957	HOME DEPOT #8987	474.83
188958	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,927.15
188959	ICMA RETIREMENT TRUST 457	364.32
188960	IMPERIAL SUPPLIES, LLC	204.28
188961	INFOSEND, INC	16,554.47
188962	JACKSON, JENNIFER	29.41
188963	JON'S FLAGS & POLES, INC	725.16

City of Banning
Warrant List October 2023

Warrant Number	Vendor Name	Warrant Amount
188964	KEN GRODY FORD REDLANDS	5,599.58
188965	LEIGHTRONIX INC	5,376.00
188966	LINCOLN FINANCIAL GROUP	10,580.48
188967	MITSUBISHI ELECTRIC & ELECTRONICS	341.67
188968	MONTES, NATHAN	2,087.50
188969	MOTOROLA SOLUTIONS, INC.	10,706.50
188970	MYERS & SONS HI-WAY SAFETY INC.	1,019.39
188971	NATIONWIDE RETIREMENT SOLUTIONS	5,885.01
188972	NOBEL SYSTEMS, INC	100,800.00
188973	O'REILLY AUTO PARTS	426.30
188974	ONESOURCE DISTRIBUTORS	5,303.99
188975	ONLINE UTILITY EXCHANGE	422.96
188976	PARKHOUSE TIRE, INC.	697.34
188977	PARS	294.44
188978	PUBLIC AGENCY RETIREMENT SERVICES	300.00
188979	RECORD GAZETTE, THE	512.13
188980	RIVERSIDE COUNTY SHERIFF-PSEC	4,865.29
188981	RIVERSIDE, COUNTY OF	815.00
188982	ROBERT HALF INTERNATIONAL	3,344.80
188983	ROCKEFELLAS	4,750.00
188984	RWC GROUP	1,117.07
188985	SAN GORGONIO MEMORIAL HOSP	251,890.82
188986	SC FUELS	35,527.11
188987	SCA OF CA, LLC	9,393.00
188988	SMART & FINAL	163.87
188989	SO CAL JOINT POLE COMMITTEE	918.58
188990	SOUTH COAST AIR QUALITY	665.26
188991	STAPLES BUSINESS ADVANTAGE	2,316.86
188992	STC TRAFFIC INC	5,730.00
188993	SURVALENT TECHNOLOGY CORP	6,060.00
188994	TAYLOR'S PLUMBING LLC	551.87
188995	TIME WARNER CABLE (086811201)	93.30
188996	TIME WARNER/CHARTER	308.16
188997	TKE ENGINEERING, INC	35,718.40
188998	TRAINING CONNECTION LLC	1,595.00
188999	VISION SECURITY SYSTEMS	2,145.00
189000	WASTE MANAGEMENT OF THE IE	4,933.00
189001	WATERLINE TECHNOLOGIES, INC	746.71
189002	WESTRUX INTERNATIONAL INC	530.84
189003	WILBUR'S POWER EQUIPMENT	492.35
189004	WITTMAN ENTERPRISES, LLC	4,665.50
189005	AL'S KUBOTA TRACTOR	504.46
189006	ALBERT A. WEBB ASSOCIATES	10,135.67
189007	ALIDIO, ROSANNE	51.89
189008	AMAZON BUSINESS	3,095.94
189009	AMERICAN FORENSIC NURSES	182.52
189010	ARAMARK UNIFORM & CAREER APPAREL	1,849.07
189011	ARTISTIC MAINTENANCE, INC.	394.42
189012	AT&T CALNET 2	1,115.98

City of Banning
Warrant List October 2023

Warrant Number	Vendor Name	Warrant Amount
189013	AUER, WILLIAM	17.00
189014	AURIGA CORPORATION	1,800.00
189015	AVA SECURITY	4,800.00
189016	BEAUMONT DO IT BEST HOME CENTER	241.51
189017	BEAUMONT SAFE & LOCK	21.44
189018	CAMPA, ERIC	17.00
189019	CANON FINANCIAL SERVICES, INC	3,234.99
189020	CANYON SPRINGS ENTERPRISES	29,450.48
189021	CDW GOVERNMENT, INC	1,659.35
189022	CELL BUSINESS EQUIP-LEASING	821.50
189023	CELL BUSINESS EQUIPMENT (CBE)	1,201.06
189024	CINTAS CORPORATION	172.18
189025	CITY OF BANNING UTILITIES	593.49
189026	CIVICPLUS	3,560.02
189027	CORE & MAIN, LP	8,043.39
189028	D&M JOB INC.	344.80
189029	ELECTRIC POWER SYSTEMS INT, INC.	164,430.00
189030	ELITE FIRE PROTECTION, INC	2,338.15
189031	ENGINEERING RESOURCES OF SO CA	327,253.44
189032	FAITH IN ACTION	11,459.22
189033	FRONTIER COMMUNICATIONS	659.41
189034	GARDA CL WEST INC	97.97
189035	GAS COMPANY, THE	219.73
189036	HOME DEPOT #8987	626.44
189037	INDUSTRIAL RUBBER & SUPPLY, LLC	1,207.88
189038	INFOSEND, INC	1,916.76
189039	JAUREGUI, ROBERTO	17.00
189040	LEADSONLINE, LLC.	3,773.00
189041	LEAGUE OF CA CITIES-RIVERSIDE DIV	250.00
189042	LEXISNEXIS RISK SOLUTIONS	227.10
189043	LOERA, JACK	17.00
189044	LOPEZ, MARISOL	46.37
189045	MENDOZA, SAMUEL	17.00
189046	MUNOZ, RENE	17.00
189047	MYERS & SONS HI-WAY SAFETY INC.	1,647.23
189048	PACKHAM & TOOMEY, INC	1,115.00
189049	PARTS AUTHORITY	40.59
189050	ROBERT HALF INTERNATIONAL	1,672.40
189051	RWC GROUP	2,794.08
189052	RYAN HERCO FLOW SOLUTIONS	159.32
189053	SANDEFUR, KENNETH	2,400.00
189054	SC FUELS	3,440.97
189055	SHRED-IT USA, LLC	156.47
189056	SMART & FINAL	74.42
189057	SPEERS, TANNER	17.00
189058	STAPLES BUSINESS ADVANTAGE	1,234.45
189059	STATE OF CALIFORNIA DOJ	1,831.00
189060	TAYLOR'S PLUMBING LLC	4,146.59
189061	TELEPACIFIC COMMUNICATIONS	3,314.99

City of Banning
Warrant List October 2023

Warrant Number	Vendor Name	Warrant Amount
189062	TRANSTECH ENGINEERS, INC	1,317.00
189063	TRENCH SHORING COMPANY	372.00
189064	VERIZON WIRELESS SERVICES, LLC	9,835.38
189065	WALLACE, COLLEEN	185.63
189066	WESTERN WATER WORKS SUPPLY CO	3,141.99
189067	ZIGLER, STANLEY	2,400.00
9007683	CA. ST. PUBLIC EMPLOYEES	157,312.66
9007684	WELLS FARGO BANK	598,344.71
9007685	ROMO PLANNING GROUP, INC.	34,975.00
9007686	CA. ST. PUBLIC EMPLOYEES	161,686.35
9007687	CA. ST. PUBLIC EMPLOYEES	6,372.21
9007688	WELLS FARGO CARD SERVICES INC	42,234.07
9007689	CA. ST. EMPLOYMENT DEV. DEPT.	44,215.55
9007690	INTERNAL REVENUE SERVICE	233,761.74
9007691	TASC	1,489.58
9007692	WELLS FARGO BANK	400.00
9007693	CALPERS 457 PLAN - 450260	37,430.00
9007694	CORPORATION SERVICE COMPANY	78.00
9007695	ROMO PLANNING GROUP, INC.	68,395.00
9007696	CORPORATION SERVICE COMPANY	12.00
9007697	WELLS FARGO BANK	614,173.66
9007698	CLA-VAL	16,309.81
9007699	CA. ST. EMPLOYMENT DEV. DEPT.	43,579.12
9007700	INTERNAL REVENUE SERVICE	221,519.97
9007701	TASC	1,489.58
9007702	WELLS FARGO BANK	400.00
9007703	CA. ST. BOARD OF EQUAL. - FUEL	627.00
9007704	CALPERS 457 PLAN - 450260	37,449.30
9007705	INTERNAL REVENUE SERVICE	321.65
9007706	CA. ST. EMPLOYMENT DEV. DEPT.	35.74
9007707	CA. ST. BOARD OF EQUALIZATION	421.00
9007708	CA. ST. PUBLIC EMPLOYEES	155,125.15
Grand Total		10,012,382.88
	Less Voided / Reissued Checks from Prior Period	-
	Less Voided Checks Prior Period	(81.00)
	Add Payroll Checks	10,127.24
	Total Remittance for Month	10,022,429.12

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1126	10/18/2023	U.S. BANK	2402439		689-0000-107.80-00	CASH ON HAND ACCT #254226002	(230,001.69)
						PRINCIPAL DEPOSIT BUA WASTEWATER 2019 SERIE	115,000.00
					689-8000-454.61-02	PRINCIPAL DUE PAYMENT BUA WASTEWATER 2019 SERIE	230,000.00
					689-8000-454.62-02	INTEREST DUE PAYMENT BUA WASTEWATER 2019 SERIE	30,195.00
1127	10/18/2023	U.S. BANK	2388784		669-0000-102.12-15	CASH ON HAND ACCT #258228000	(2,525.21)
					669-6300-471.61-18	PRINCIPAL DUE PAYMENT BUA WATER 2015 SERIES	1,185,000.00
					669-6300-471.62-18	INTEREST DUE PAYMENT BUA WATER 2015 SERIES	401,656.26
1128	10/20/2023	RIVERSIDE PUBLIC UTILITIES	281		670-7000-331.20-01	INTEREST REVENUE REVENUE REC'D IN SEP 2023	(3,458.49)
					670-7000-356.38-10	ENERGY REVENUE REVENUE REC'D IN SEP 2023	(89,552.32)
					670-7000-356.38-17	CRR REVENUE REVENUE REC'D IN SEP 2023	(12,548.28)
					670-7000-356.38-20	TRANS REVENUE REVENUE REC'D IN SEP 2023	(126,095.79)
					670-7010-473.27-09	S&D EXPENSE PAID DURING SEP 2023	55,724.00
					670-7010-473.27-50	CAPACITY EXPENSE PAID DURING SEP 2023	847,950.65
					670-7010-473.27-60	ENERGY EXPENSE PAID DURING SEP 2023	7,028.05
					670-7010-473.27-70	TRANS EXPENSE PAID DURING SEP 2023	532,160.09
					675-7020-473.33-25	PV ENGINEERING EXPENSE PAID DURING SEP 2023	5,429.74
					675-7020-473.42-58	ENERGY EFFICIENCY EXPENSE PAID DURING SEP 2023	734.13
1129	10/25/2023	RIVERSIDE PUBLIC UTILITIES	282		670-7010-473.27-60	ENERGY EXPENSE PAID DURING OCT 2023	1,102,140.00
188772	10/5/2023	AL'S KUBOTA TRACTOR	261583		660-6300-471.45-16	14" DIAMOND CUTTING WHEEL PO NUM 032125	5.56
				032125	660-6300-471.45-16	14" DIAMOND CUTTING WHEEL	599.07
188773	10/5/2023	AMAZON BUSINESS	13JD-L914-DPVG	032180	001-2060-446.36-00	ON AIR LIGHTED SIGN	53.86
			13JD-L914-M3LY	032294	670-7000-473.36-00	OIL FOR SQUEAKY OFFICE	16.15
			14V4-7PWW-9PWI	032293	660-6300-471.41-46	OFFICE ITEMS	48.65
			1VQG-KVLN-CGNL	032293	660-6300-471.41-46	OFFICE ITEMS	77.42
188774	10/5/2023	ANDERSON, KENNETH	96483-50310 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,200.00
188775	10/5/2023	ANIXTER, INC	5613396-01		670-0000-131.00-00	PED5 PO NUM 031759	687.88
188776	10/5/2023	ARAMARK UNIFORM & CAREER APPAREL	5880399463	032351	761-3110-480.25-02	FSR UNIFORMS 9/8/23	82.09
			5880405428	032351	761-3110-480.25-02	FSR UNIFORMS 9/15/23	82.09
			5880411436	032351	761-3110-480.25-02	FSR UNIFORMS 9/22/23	82.09
188777	10/5/2023	AT&T MOBILITY LLC	99235103891923		001-2200-421.26-05	MONTHLY SERVICES ACCT# FAN02391479	1,667.17
188778	10/5/2023	BANNING VETERINARY HOSPITAL	814606		001-2300-424.33-90	MEDICAL EXAMINATION INCIDENT# 2309180015	216.00
188779	10/5/2023	BEAUMONT CHERRY VALLEY WATER	0004995		660-6300-471.27-14	WELLL MAINTENANCE AUGUST 2023	22,697.66
188780	10/5/2023	BEAUMONT PRINT	13848		001-5400-446.41-36	STAGECOACH PARADE POSTERS	238.95
188781	10/5/2023	BRIGHTLY SOFTWARE , INC	INV-213730	031825	001-2700-442.23-33	PROJ MGMT 8/23-7/24	41,137.65
188782	10/5/2023	BUSINESS VIEW PUBLISHING INC	12712	032533	675-7020-473.23-01	HALF PAGE AD	2,950.00
188783	10/5/2023	CALIFORNIA LAW ENFORCEMENT ASSOC	CLEARS 9/28/23		001-2200-421.23-06	CLEARS MEETING 9/28/2023 H HOWELL	20.00
						CLEARS MEETING 9/28/2023 N SORIANO	20.00
188784	10/5/2023	CALIFORNIA PARK & REC SOCIETY	001752		001-4000-461.23-03	CPRS REG COMM CENTER MEMBER AGENCY DUES	550.00
						RALPH WRIGHT REGISTRATION	5.00
						SCOTT FOSTER REGISTRATION	150.00
					001-4050-461.23-03	ANA SANDOVAL REGISTRATION	150.00
188785	10/5/2023	CASC ENGINEERING AND CONSULTING INC	0049641	030724	001-2800-441.33-42	COMMUNITY DEVELOPMENT	5,341.50
			0049670	032079	100-4900-431.90-10	RAILROAD CROSSINGS	1,386.25
188786	10/5/2023	CINTAS CORPORATION	4169258770	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	319.80
188787	10/5/2023	CITY OF BANNING (BNG)	FC B-5 OCT23		705-4500-412.32-06	HANGAR FC B-5 CARRIAGES	185.89
188788	10/5/2023	CITY OF BANNING UTILITIES	10194557548SE23		810-9700-490.90-60	BRYANT ST SHELTER OP VILLIAGE WATER	539.27
188789	10/5/2023	CITY OF PASADENA	30022372		670-7000-473.45-05	2-34KV POTENT TRANSFORMER CITY OF PASADENA 7/6/23	25,626.60
188790	10/5/2023	CORE & MAIN, LP	T383624		660-0000-131.00-00	INVENTORY PO NUM 032355	593.49
			T471876		660-0000-131.00-00	INVENTORY PO NUM 032355	1,593.10
188791	10/5/2023	CUSTOM TROPHIES & UNEEK AWARDS	004316	032182	001-5400-446.41-36	STAGECOACH PARADE AWARDS	2,232.58
188792	10/5/2023	D&M JOB INC.	15091	032532	001-5400-446.41-36	STAGECOACH SIGNS	238.13
188793	10/5/2023	D'SILVA, PASCAL	REBATE AC		675-7020-473.42-41	REBATE RES ROOM AC	100.00
188794	10/5/2023	EIDE BAILLY LLP	EI01562297	032333	705-4500-412.33-11	FY2023 FINANCIAL AUDIT	38,535.00
188795	10/5/2023	EPSILON ENGINEERING, INC	2	032230	430-0000-232.00-00	CM OFFICE RENOVATION RETAINAGE	(160.00)
					430-2900-441.90-15	CM OFFICE RENOVATION	3,200.00

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188796	10/5/2023	FAITH IN ACTION	#7	032046	810-9700-490.90-59	OV SERVICES	8,176.81
188797	10/5/2023	FISHER, ROBERT	MEALS 10/9-13		001-2200-421.23-06	ICI REAL ESTATE FRAUD MEALS 10/9-13 FISHER	301.50
188798	10/5/2023	FRONTIER COMMUNICATIONS	2131817186SEP23		703-3700-480.30-17	213-181-7186 9/19/23-10/18/23	468.88
			9518498256SEP23		001-2200-421.26-05	951-849-8256 9/16/23-10/15/23	2,195.11
188799	10/5/2023	G & G ENVIRONMENTAL COMPLIANCE, INC	BANNING-0523	031801	660-6300-471.23-37	INDUSTRIAL WASTE AND TRAV	1,425.55
					680-8000-454.23-40	INDUSTRIAL WASTE AND TRAV	1,333.53
188800	10/5/2023	GARDA CL WEST INC	20576982	031919	761-3100-480.23-43	EXCESS ITEMS AUG-2024	112.65
188801	10/5/2023	GAS COMPANY, THE	03292684002SE23		001-4000-461.26-06	COMMUNITY CENTER 8/15/23-9/14/23	27.04
			05192710001SE23		001-3600-461.26-06	PARKS & REC 8/15/23-9/14/23	18.29
			07702683751SE23		001-2200-421.26-06	125 E RAMSEY 8/17/23-9/15/23	70.78
			09142474007SE23		001-4050-461.26-06	SENIOR CENTER 8/15/23-9/14/23	95.27
			16108344439SE23		001-4010-461.26-06	AQUATICS 8/15/23-9/14/23	1,504.82
			19499362408SE23		100-4900-431.26-06	176 E LINCOLN 8/22/23-9/22/23	11.17
					660-6300-471.26-06	176 E LINCOLN 8/22/23-9/22/23	24.95
					670-7000-473.26-06	176 E LINCOLN 8/22/23-9/22/23	24.95
					702-3800-480.26-06	176 E LINCOLN 8/22/23-9/22/23	24.95
188802	10/5/2023	GRAINGER	9849726246	032214	660-6300-471.45-16	BATTERIES	72.62
188803	10/5/2023	GREYBAR PRINTING	2539	032390	001-2200-421.23-02	BUS CARDS	24.24
			2540	032390	001-2200-421.23-02	BUS CARDS	24.24
			2633	032390	001-2200-421.23-02	BUS CARD	24.24
188804	10/5/2023	HAESE, DORIS M	REBATE WIN&DOO		675-7020-473.42-66	REBATE FOR WINDOWS/DOORS	736.00
188805	10/5/2023	HDL COREN & CONE	SIN032141		001-1900-412.33-11	AUDIT SERVICES PROPERTY TAX FY2022/2023	25.96
188806	10/5/2023	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20231006		001-0000-204.80-10	PAYROLL SUMMARY	2,926.74
188807	10/5/2023	ICMA RETIREMENT TRUST 457	20231006		001-0000-204.16-00	PAYROLL SUMMARY	364.32
188808	10/5/2023	LCI HOLDINGS INC,KATE SPADE NY	85001-10316		001-0000-218.22-22	UB CR REFUND 000010316	16,079.52
188809	10/5/2023	MENDOZA, SAMUEL	MEALS 10/16-20		001-2200-421.23-06	1ST AID/CPR INSTRUCTION MEALS 10/16-20 MENDOZA	85.00
188810	10/5/2023	MILSOFT UTILITY SOLUTIONS, INC	20235676		670-7000-473.90-49	HOSTED TEXTING MONTHLY SEPTEMBER 2023	1,929.00
188811	10/5/2023	NATIONWIDE RETIREMENT SOLUTIONS	20231006		001-0000-204.16-00	PAYROLL SUMMARY	6,835.01
188812	10/5/2023	ONESOURCE DISTRIBUTORS	S7155739.017		670-0000-131.00-00	LOADBREAK ELBOW PO NUM 031764	1,975.06
			S7185434.003		670-0000-131.00-00	SCH 80 SLIP COUP PO NUM 031764	1,155.62
			S7244834.004		670-0000-131.00-00	UTILICO PED3 PO NUM 031764	4,276.60
188813	10/5/2023	ORACLE AMERICA INC	100867240	032099	705-4500-412.33-11	SUBSCRIPT NETSUITE GOV 06/29/2023 - 09/28/2023	17,548.50
188814	10/5/2023	PARS	20231006		001-0000-204.25-00	PAYROLL SUMMARY	301.65
188815	10/5/2023	RECORD GAZETTE, THE	00197989	032184	001-2800-441.23-01	ADVERTISING-ORD 1592	393.05
			00197990	032184	001-2800-441.23-01	ADVERTISING-ORD 1593	369.21
188816	10/5/2023	RINCON CONSULTANTS, INC.	50996	030802	001-2800-441.33-11	BANNING HOUSING EL 07/23	4,166.25
188817	10/5/2023	RIV. CO. FIRE DEPARTMENT	235097		001-0000-219.00-00	4TH QTR FY 2023 APRIL - JUNE 2023	847,999.53
188818	10/5/2023	SAN GORGONIO PASS WATER AGENCY	23-00274		660-6300-471.27-14	PURCHASE STATE PROJ WATER AUGUST 2023 DELIVERY	299,250.00
188819	10/5/2023	SCCI, INC DBA	226694	032413	660-6300-471.23-06	SAFETY MEETING	250.00
188820	10/5/2023	SCHULZE, DOUG	TRAVEL 12/6-10		001-1200-412.23-05	ICMA CRED ADV BOARD MTNG AIRFARE 12/6-10 SCHULZE	246.79
188821	10/5/2023	SIGNATURE PUBLIC FUNDING CORP	500374001081623		680-8000-454.32-06	VACTOR VACUUM TRUCK	95,274.81
188822	10/5/2023	SORIANO, RICHARD	MEALS 10/16-20		670-7000-473.23-05	REAVIS CODE USER ADV CONF MEALS 10/16-20 SORIANO	189.75
188823	10/5/2023	STAPLES BUSINESS ADVANTAGE	3545740894	032284	761-3100-480.36-00	UB OFFICE SUPPLIES FY-24	49.35
			3547213085	032186	001-1200-412.36-00	PRINTER TONER	204.66
			3547441733	032340	670-7000-473.36-00	OFFICE SUPPLIES	38.21
			3547441734	032284	761-3100-480.36-00	UB OFFICE SUPPLIES	283.79
			3547762184	032340	670-7000-473.36-00	OFFICE SUPPLIES	250.68
			3547862863	032341	705-4500-412.36-00	5 BOXES OF 12 BOX FILES	220.78
188824	10/5/2023	STATE OF CALIFORNIA DOJ	673192	032502	001-2200-421.33-94	JUL2023 LIVE SCANS	1,072.00
			677508	032502	001-2200-421.33-31	BLOOD ALCOHOL	280.00
			677564	032502	001-2200-421.33-31	CHP BLOOD ANALYSIS	35.00
			679447	032502	001-2200-421.33-94	LIVESCANS AUG23	1,394.00
188825	10/5/2023	TEC EQUIPMENT, INC	1667621F	032260	702-3800-480.38-52	KIT, EXH RC #243	1,782.28
188826	10/5/2023	TELREPCO	0028111-IN	031995	001-2200-421.90-48	BODY WORN CAMERAS	28,428.87
188827	10/5/2023	TOP-LINE INDUSTRIAL SUPPLY, LCC	462680	032261	702-3800-480.38-52	PARTS #223	7.20

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188828	10/5/2023	TRANSTECH ENGINEERS, INC	20234271	030149	001-3000-442.33-53	20485 BANN RANCH TRACT	689.00
			20234430	030149	001-3000-442.33-53	230944BANN 4301 EVERGREEN	507.00
188829	10/5/2023	UTLEY, AMBER	MEALS 10/16-20		670-7000-473.23-05	REAVIS CODE USER ADV CONF MEALS 10/16-20 UTLEY	189.75
188830	10/5/2023	WESTERN WATER WORKS SUPPLY CO	1407467-00		660-0000-131.00-00	INVENTORY PO NUM 032418	695.64
188831	10/5/2023	WILLIAMS SCOTSMAN, INC	9018986355	032201	810-9700-490.90-59	BRYANT ST SHELTER OFFICES	839.37
			9019011432	032201	810-9700-490.90-59	BRYANT ST SHELTER OFFICES	2,770.25
188832	10/5/2023	ZENNER PERFORMANCE METERS, INC	0079271-IN		660-0000-131.00-00	HYDRANT METER PO NUM 032207	4,625.42
188833	10/12/2023	ALL STAR ELITE SPORTS	3720	032276	001-4000-461.36-09	FLAG FOOTBALL SHIRTS	993.87
188834	10/12/2023	ALL STAR GLASS, INC.	576382	032543	702-3800-480.30-05	WINDHSHIELD REPAIR #702	118.00
			794988	032543	702-3800-480.30-05	WINDSHIELD #09	373.99
188835	10/12/2023	ALLGOOD DRIVING SCHOOL, INC	SEPTEMBER 2023		001-4000-461.23-15	DRIVING CLASS INSTRUCTION SEPTEMBER 2023	54.60
188836	10/12/2023	AMAZON BUSINESS	1CTM-69TC-6NM6		705-4500-412.36-00	CITY WIDE SUPPLY 032299	77.62
			1CX1-1N4M-4MG1	032299	001-1900-412.36-00	SHEET PROTECTORS	45.31
			1P61-H6PD-3Q4K	032180	001-1000-411.36-00	OFFICE SUPPLIES	74.15
					001-1210-412.36-00	OFFICE SUPPLIES	27.96
188837	10/12/2023	ARAMARK UNIFORM & CAREER APPAREL	5880417271	032351	761-3110-480.25-02	FSR UNIFORMS 9/29/23	82.09
188838	10/12/2023	ARCE, PAUL	SEPTEMBER 2023		001-4000-461.23-15	GUITAR INSTRUCTION SEPTEMBER 2023	252.00
188839	10/12/2023	ARTISTIC MAINTENANCE, INC.	0036212-IN	030561	111-4900-432.23-29	VALVE/SPRNKLR. REPAIR	523.76
			0191342-IN	030561	111-4900-432.23-29	LANDSCAPE MAINTENANCE	4,092.00
188840	10/12/2023	ASBURY ENVIRONMENTAL SERVICES DBA	I500-00978688	032500	690-9600-453.45-15	30 GL O/T POLY DRUM	288.77
188841	10/12/2023	BANNING POLICE OFFICERS ASSOC.	SEPTEMBER 2023		001-0000-204.50-00	POLICE OFFICER ASSOC DUES SEPTEMBER 2023	2,710.30
188842	10/12/2023	BARR DOOR, INC	33807	032349	704-3200-412.30-02	FLEET DEPT DOOR REPAIR	4,449.37
188843	10/12/2023	BEAUMONT DO IT BEST HOME CENTER	533624	032278	001-3600-461.30-01	CLEANING SUPPLIES 9/18/23	30.88
			533743	032304	704-3200-412.30-02	CUT-OFF WHL	13.95
			533764	032278	001-3600-461.38-54	PAINT SUPPLIES 9/20/23	49.94
			534032	032278	001-3600-461.30-01	DISINFECTANT	44.15
			534034	032304	704-3200-412.30-02	TOOLS/SUPPLIES	99.44
188844	10/12/2023	BEAUMONT SAFE & LOCK	75189	032372	660-6300-471.36-00	DUPLICATE KEY	42.88
188845	10/12/2023	BENHAR, DIANA T	SEPTEMBER 2023		001-4000-461.23-15	ZUMBA INSTRUCTION SEPTEMBER 2023	231.00
188846	10/12/2023	BEST DRILLING AND PUMP INC	6	032073	661-0000-232.00-00	DRILLING AND TESTING RETAINAGE	(2,110.00)
					661-6300-471.95-08	DRILLING AND TESTING	42,200.00
188847	10/12/2023	CALDERON, SANDRA B	EYEWEAR FY24		001-2800-441.25-10	EMPLOYEE EYEWEAR REIMBURS IBEW GENERAL MOU CALDERON	150.70
188848	10/12/2023	CALIFORNIA DEPT OF TAX AND FEE ADMN	FY2024 Q1		670-7010-473.27-08	QUARTERLY ENERGY TAXES JULY - SEPTEMBER 2023	14,471.00
188849	10/12/2023	CALIFORNIA LAW ENFORCE ASSN	OCTOBER 2023		001-0000-204.80-13	POLICE LTD PREMIUMS OCTOBER 2023	891.00
188850	10/12/2023	CALIFORNIA WATER ENVIRONMENT	FY24 DUES352023		660-6300-471.23-03	CWEA ASSOC MEMBERSHIP #352023 NAASZ	221.00
188851	10/12/2023	CAROLLO ENGINEERS	FB40895	031387	660-6300-471.33-11	HYDRAULIC WATER MODEL	2,016.50
188852	10/12/2023	CDW GOVERNMENT, INC	LX26163	032268	703-3700-480.30-17	BCDA ESS-CMPL ED 1MO 1U	18,164.16
188853	10/12/2023	CENTER ELECTRIC SERVICES, INC	10664	032422	660-6300-471.45-06	COB/C2	515.44
			10665	032422	660-6300-471.45-06	COB/C6	628.48
			10666	032422	660-6300-471.45-06	COB/C4	921.10
188854	10/12/2023	CINTAS CORPORATION	4167774716	032320	001-3600-461.25-02	PARKS UNIFORMS 9/14/23	49.17
			4167774785	032321	001-4000-461.36-03	CLEANING SUPPLIES 9/14/23	157.51
			4168553824	032320	001-3600-461.25-02	PARKS UNIFROMS 9/21/23	49.17
			4168553843	032319	100-4900-431.25-02	UNIFORM SERVICES	88.04
					704-3200-412.25-02	UNIFORM SERVICES	16.35
			4169258665	032320	001-3600-461.25-02	PARKS UNIFORMS 9/28/23	49.17
			4169258673	032319	100-4900-431.25-02	UNIFORM SERVICES	88.04
					704-3200-412.25-02	UNIFORM SERVICES	16.35
			4169258832	032322	660-6300-471.25-02	UNIFORMS	219.05
					680-8000-454.25-02	UNIFORMS	29.64
			4169903521	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	330.30
			5176044203	032321	001-4000-461.36-00	FIRST AID KITS 9/19/23	543.28
188855	10/12/2023	CITY OF BANNING (BNG)	FC C-2 OCT23		001-3600-461.32-02	FC C-2 HANGAR RENT OCTOBER 2023	197.57
			FC D-2 OCT23		001-3000-442.32-02	HANGAR FC D-2	197.57
188856	10/12/2023	CITY OF BANNING UTILITIES	10194557468SE23		810-9700-490.90-60	BRYANT ST HOMELESS SHELT OP VILL UTILITIES ELEC	304.62

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188857	10/12/2023	CONSOLIDATED ELECTRICAL	0954-1019982	032190	704-3200-412.30-02	LED LAMPS	104.05
			0954-1022895	032190	704-3200-412.30-02	LED LIGHT BULBS	391.07
188858	10/12/2023	CROSSTOWN ELECTRICAL & DATA	1049	031829	100-4900-431.30-09	TRAFF. SIGNAL MAINT.	145.00
			1050	032385	100-4900-431.30-09	BCKT TRCK/TRAFF. SIGNAL	516.13
			1051	032385	100-4900-431.30-09	BCKT TRCK/TRAFF. SIGNAL	388.50
			1052	031829	100-4900-431.30-09	TRAFF. SIGNAL MAINT.	157.08
188859	10/12/2023	CYBERTEK COMPUTER & NETWORKING SVCS	6172	032115	703-3700-480.90-48	NETWORK INFRASTRUCTURE UP	74,158.56
188860	10/12/2023	ECONO FENCE, INC	5858	032493	600-5100-435.30-07	FENCE REPAIR-BANN AIRPORT	2,395.00
188861	10/12/2023	ESPINOZA, LYNETTE M	SEPTEMBER 2023		001-4000-461.23-15	STRETCH STRENGTH BALANCE SEPTEMBER 2023	50.40
188862	10/12/2023	EXECUTIVE FACILTIES SERVICES INC	30157	032334	704-3200-412.33-18	JANITORIAL SERVICES	15,187.69
188863	10/12/2023	FALEN LAW OFFICES, LLC.	33065	029829	660-6300-471.90-78	FLUME LEGAL SERVICES	4,200.00
188864	10/12/2023	FISHER, ROBERT	EYEWEAR FY24		001-2200-421.25-10	EMPLOYEE EYEWEAR REIMBURS BPMA MOU FISHER	250.00
188865	10/12/2023	FRONTIER COMMUNICATIONS	9518493260OCT23		705-4500-412.26-05	951-849-3260 9/28/23-10/27/23	319.34
188866	10/12/2023	GRAINGER	9838361369	032535	704-3200-412.30-02	QUICK CONNECT FILTER	256.31
188867	10/12/2023	HARDY & HARPER, INC	49788	032166	101-0000-232.00-00	STREET IMPV. VARIOUS LOCS RETAINAGE	(1,696.56)
					101-4900-431.93-16	STREET IMPV. VARIOUS LOCS	33,931.32
					102-0000-232.00-00	STREET IMPV. VARIOUS LOCS RETAINAGE	(1,199.59)
					102-4904-431.93-15	STREET IMPV. VARIOUS LOCS	23,991.73
188868	10/12/2023	HAZEN AND SAWYER	20062-001-40	029243	661-6300-471.90-78	GEOHYDRO & DESIGN OF C8	16,634.32
					661-6300-471.95-08	GEOHYDRO & DESIGN OF C8	38,794.93
188869	10/12/2023	HERC RENTALS INC.	33764570-001	031698	100-4900-431.32-06	WHEEL LOADER & BUCKET	6,431.14
			33764570-003	032545	100-4900-431.32-06	WHEEL LOADER RENTAL	6,161.76
188870	10/12/2023	HERNANDEZ, CARLA	SEPTEMBER 2023		001-4000-461.23-15	KARATE INSTRUCTION SEPTEMBER 2023	840.00
188871	10/12/2023	HIXSON, JOSHUA	MEALS 10/19		001-2200-421.23-06	FIREARMS/HANDGUNS ADV MEALS 10/19 HIXSON	17.00
188872	10/12/2023	HOME DEPOT #8987	7024233	032314	670-7000-473.45-05	MIDWAY SUBSTATION: TIMER	87.25
			8014344	032194	704-3200-412.30-02	75PL TAPCON	39.30
			91054	032314	670-7000-473.45-16	SAW CHAIN, SAW BLADE, CAN	382.70
188873	10/12/2023	HUBBURT, KEVIN	GUN LOAN FY24		001-0000-116.21-01	EMPLOYEE GUN LOAN HUBBERT	3,513.43
188874	10/12/2023	HUERTA JR., GILBERT	SEPTEMBER 2023		001-4000-461.23-15	KUNG-FU & TAI CHI INSTRUC SEPTEMBER 2023	350.00
188875	10/12/2023	I.B.E.W. LOCAL 47	SEPTEMBER 2023		001-0000-204.53-00	GEN/UTILITY UNION DUES SEPTEMBER 2023	10,253.24
188876	10/12/2023	I.B.E.W. LOCAL 47 (PAC)	SEPTEMBER 2023		001-0000-204.80-01	PAC DUES SEPTEMBER 2023	40.00
188877	10/12/2023	INFOSEND, INC	245147	031981	761-3100-480.23-02	UB BILL SERVICE 8/4/23	409.29
					761-3100-480.23-04	UB BILL SERVICE 8/4/23	3,103.84
					761-3100-480.33-11	UB BILL SERVICE 8/4/23	976.68
188878	10/12/2023	INNOVATIVE FEDERAL STRATEGIES	092023	032524	705-4500-412.33-11	FEDERAL LOBBYING SERVICES	4,500.00
188879	10/12/2023	IRON MOUNTAIN INFORMATION MGMT, LLC	HWVS437	032393	670-7000-473.33-11	SHREDDING SERVICES	262.50
188880	10/12/2023	JACKSON, JENNIFER	EYEWEAR FY24		001-1200-412.25-10	EMPLOYEE EYEWEAR REIMBURS TEAMSTER MOU JACKSON	250.00
188881	10/12/2023	JOHNSON, WILLIAM	SEPTEMBER 2023		001-4000-461.23-15	BASKETBALL INSTRUCTION SEPTEMBER 2023	479.50
188882	10/12/2023	KOLLER, MARIE	SEPTEMBER 2023		001-4000-461.23-15	DRAMA INSTRUCTION SEPTEMBER 2023	27.30
188883	10/12/2023	LOADER, MICHAEL	ADPP 10/1/2023		001-0000-112.00-00	ADVANCE DISABILITY PEN 10/1/2023-10/31/2023	5,540.74
188884	10/12/2023	MARIPOSA LANDSCAPES, INC	104410	030833	001-3600-461.23-29	LANDSACPE MAINT SEPT 2023	8,277.41
					001-4000-461.23-29	LANDSACPE MAINT SEPT 2023	697.42
					001-4010-461.23-29	LANDSACPE MAINT SEPT 2023	816.67
					001-4050-461.23-29	LANDSACPE MAINT SEPT 2023	500.02
			104411	032405	001-2200-421.23-29	LANDSCAPE MAINTENANCE	2,438.13
					001-2400-422.30-01	LANDSCAPE MAINTENANCE	1,812.00
					100-4900-431.23-29	LANDSCAPE MAINTENANCE	2,534.10
					704-3200-412.23-29	LANDSCAPE MAINTENANCE	2,332.13
188885	10/12/2023	MCCALLUM, CHRIS	3142		810-9700-490.90-59	WINDSHIELD REPAIR DAMAGED BY CARTS	325.00
188886	10/12/2023	MCMASTER-CARR SUPPLY CO.	14515539		660-0000-131.00-00	MATERIALS PO NUM 032511	297.97
188887	10/12/2023	MISGHINA, TEWELDEBERHAN	TRAVEL 9/24-29		670-7000-473.23-05	2023 SURVALENT CONF TRAVEL 9/24-29 MISGHINA	139.32
188888	10/12/2023	MITCHELL, BLAKE	EYEWEAR FY24		670-7000-473.25-10	EMPLOYEE EYEWEAR REIMBURS IBEW UTILITY MOU MITCHELL	135.78
188889	10/12/2023	MORGAN, DEIDRA J	SEPTEMBER 2023		001-4000-461.23-15	TOT TIME INSTRUCTION SEPTEMBER 2023	224.00
188890	10/12/2023	MYERS & SONS HI-WAY SAFETY INC.	148487	032196	100-4900-431.89-54	STREET SIGNS/REPAIRS	724.08
			148670	032196	100-4900-431.89-54	STREET SIGNS/SUPPLIES	476.86

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188890	10/12/2023	MYERS & SONS HI-WAY SAFETY INC.	148730	032196	100-4900-431.89-54	STREET SIGNS/SUPPLIES	1,864.96
188891	10/12/2023	NATIONAL BUSINESS FURNITURE, LLC	MK596120	032209	222-0001-410.90-55	CITY HALL CUBICLES	50,729.95
188892	10/12/2023	NOTTINGHAM, MICHAEL	MEALS 10/19		001-2200-421.23-06	FIREARMS/HANDGUNS ADV MEALS 10/19 NOTTINGHAM	17.00
188893	10/12/2023	N2W ENGINEERING, INC	0346	032037	680-8000-454.90-10	WWTP OWNER ADVISOR	15,572.50
188894	10/12/2023	OLIN CORPORATION	900285945	031789	660-6300-471.36-08	SODIUM HYPOCHLORITE	4,985.10
188895	10/12/2023	PARTS AUTHORITY	062-552213	032423	702-3800-480.38-52	SERP BETL #809	40.72
			091-056598	032423	702-3800-480.38-52	12 VOLT BTTY CREDIT	(23.71)
			091-314214	032423	702-3800-480.38-52	SERP BELT #809	17.71
			091-314258	032423	702-3800-480.38-52	OIL FILTER #243	93.16
			091-314431	032423	702-3800-480.38-52	BATTERY #841	151.99
188896	10/12/2023	POWERS, ROBERT	99671-51500 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,500.00
188897	10/12/2023	PRESS-ENTERPRISE, THE	0011619196	031625	660-6300-471.23-01	IFB 23-035 WELL M-12A	247.05
188898	10/12/2023	PULVER, JODEANE V	SEPTEMBER 2023		001-4000-461.23-15	YOGA INSTRUCTION SEPTEMBER 2023	164.50
188899	10/12/2023	RECYCLIST	INV-023980	032146	690-9600-453.30-17	2023-2024 ANNUAL SUPPORT	19,701.00
			INV-023981	032146	690-9600-453.30-17	DATA IMPORT FEE	3,000.00
188900	10/12/2023	RESOURCEX	1660	032242	705-4500-412.33-11	CAPITAL BUDGETING ADD-ON	7,500.00
188901	10/12/2023	RICHARDS WATSON GERSHON	244449		700-5300-480.33-04	0001 GENERAL SERVICES AUGUST 2023	4,745.04
			244450		700-5300-480.33-04	0003 CITY MANAGER AUGUST 2023	484.00
			244451		700-5300-480.33-04	0004 CITY CLERK AUGUST 2023	1,012.00
						0008 ADMIN SERVICES AUGUST 2023	418.00
						0010 POLICE DEPT AUGUST 2023	374.00
			244452		700-5300-480.33-04	0005 COMMUNITY DEV AUGUST 2023	6,611.00
						0021 CODE ENFORCEMENT AUGUST 2023	1,716.00
			244453		700-5300-480.33-04	0007 ELEC UTILITY AUGUST 2023	840.40
			244454		700-5300-480.33-04	0007 ELEC UTILITY AUGUST 2023	5,082.00
						0008 ADMIN SERVICES AUGUST 2023	1,408.40
			244455		700-5300-480.33-04	0010 POLICE DEPT AUGUST 2023	3,209.96
						0022 POLICE PERSONNEL MAT AUGUST 2023	201.60
						0080 PEOPLE VS CARTER AUGUST 2023	3,576.00
			244456		700-5300-480.33-04	0011 PUBLIC WORKS DEPT AUGUST 2023	748.00
			244457		700-5300-480.33-04	0012 WATER WASTEWATER AUGUST 2023	1,525.60
			244458		700-5300-480.33-04	0013 PERSONNEL MATTERS AUGUST 2023	703.80
						0022 POLICE PERSONNEL MAT AUGUST 2023	61.20
			244459		002-0000-222.34-01	0014 BUTTERFIELD/TRI PNT AUGUST 2023	268.80
					002-2800-361.41-02	0014 BUTTERFIELD/TRI PNT AUGUST 2023	(268.80)
					002-2800-441.33-04	0014 BUTTERFIELD/TRI PNT AUGUST 2023	268.80
			244460		700-5300-480.33-04	0015 FIELDS EASEMENT WITH MORONGO AUGUST 2023	403.20
			244461		700-5300-480.33-04	0010 POLICE DEPT AUGUST 2023	340.50
						0013 PERSONNEL MATTERS AUGUST 2023	61.20
						0022 POLICE PERSONNEL MAT AUGUST 2023	2,431.10
			244462		700-5300-480.33-04	0025 SUN LAKES BLVD ACQUISITION AUGUST 2023	369.60
			244463		700-5300-480.33-04	0031 CANNABIS TAX & ORDIN AUGUST 2023	2,385.60
			244464		002-0000-222.34-01	0065 TRI PNT APEX EASEMNT AUGUST 2023	67.20
					002-2800-361.41-02	0065 TRI PNT APEX EASEMNT AUGUST 2023	(67.20)
					002-2800-441.33-04	0065 TRI PNT APEX EASEMNT AUGUST 2023	67.20
			244465		002-0000-222.31-37	0068 SUNSET CROSSROADS AUGUST 2023	2,721.60
					002-2800-361.41-02	0068 SUNSET CROSSROADS AUGUST 2023	(2,721.60)
					002-2800-441.33-04	0068 SUNSET CROSSROADS AUGUST 2023	2,721.60
			244466		700-5300-480.33-04	0082 ADV PHILLIP GOEBELS AUGUST 2023	8,154.57
			244467		700-5300-480.33-04	0083 AIRPORT GROUND LEASE AUGUST 2023	6,299.80
			244468		700-5300-480.33-04	0084 PEOPLE OF THE STATE VS J R ALLEN AUGUST 2023	5,349.40
			244469		700-5300-480.33-04	0085 V SKYDIVE WEST COAST AUGUST 2023	2,389.60
188902	10/12/2023	RIV. CO. HEALTH SVCS AGENCY	PERMIT FY24B		001-5400-446.41-86	FOOD PERMIT - PARKS & REC	207.00
188903	10/12/2023	ROBERT HALF INTERNATIONAL	62635170	032273	001-1900-412.23-27	CANNON R W/E 9/29	501.72
					001-1910-412.23-27	CANNON R W/E 9/29	1,170.68

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188904	10/12/2023	SAN BERNARDINO PUBLIC EMPLOYEES	SEPTEMBER 2023		001-0000-204.51-00	TEAMSTER DUES SEPTEMBER 2023	2,393.96
188905	10/12/2023	SATELLITE PHONE STORE	9408-939214	032428	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95
188906	10/12/2023	SCA OF CA, LLC	157309PS	031802	100-4900-431.33-11	STREET SWEEPING SRVS	10,080.00
188907	10/12/2023	SCHULZE, DOUG	TRAVEL9/26-10/4		001-1200-412.23-05	ICMA CONFERENCE TRAVEL 9/26-10/4 SCHULZE	284.36
188908	10/12/2023	SITEONE LANDSCAPE SUPPLY	134698015-001	032203	704-3200-412.30-01	ROTOR	136.85
188909	10/12/2023	SMITH, JASON	E/6720142		670-7000-473.30-06	CAR WASH FOR ELEC #302 JASON SMITH	27.99
188910	10/12/2023	SO CAL WEST COAST ELECTRIC, INC	43399	032386	704-3200-412.30-02	MAINT BLDG/AUTO SHOP	688.98
			43400	032386	704-3200-412.30-02	4 POLE SWITCHES REPLACED	336.82
			43551	032439	673-7000-473.96-60	SPIDER BOXES	10,122.48
188911	10/12/2023	SONSRAY FLEET SERVICES	PSO048859-1	032551	702-3800-480.38-52	PART #234	193.29
			PSO052904-1	032551	702-3800-480.38-52	PART #243	781.72
188912	10/12/2023	SONSRAY MACHINERY LLC	ESA001995-1	032065	660-6300-471.90-56	OFF ROAD FORKLIFT	121,966.15
188913	10/12/2023	SOUTH COAST AIR QUALITY	4232565		704-3200-412.41-04	ICE EM ELEC GEN DIESEL 99 E RAMSEY FAC#167602	504.91
			4236481		704-3200-412.41-04	AQMD FEE FY 2023/2024 99 E RAMSEY FAC#167602	160.35
188914	10/12/2023	SOUTHERN CALIFORNIA EDISON	360828122SEP23		670-7000-473.26-04	SVC HIGHLAND HOME RD/ SEPTEMBER 2023	91.75
188915	10/12/2023	SPEERS, TANNER	MEALS 10/19		001-2200-421.23-06	FIREARMS/HANDGUNS ADV MEALS 10/19 SPEERS	17.00
188916	10/12/2023	STAPLES BUSINESS ADVANTAGE	3547282528	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	833.65
			3547862865	032284	761-3100-480.36-00	UB OFFICE SUPPLIES	119.87
			3548014858	032186	001-1400-412.36-00	FILE DIVIDER FOR SHELF	55.79
			3548237442	032284	761-3100-480.36-00	UB OFFICE SUPPLIES	101.30
188917	10/12/2023	STATE OF CALIFORNIA DOJ	683674	032502	001-2200-421.33-31	CHP BLOOD ANALYSIS	315.00
188918	10/12/2023	TEC EQUIPMENT, INC	1668172F	032260	702-3800-480.38-52	FUEL FILTER	894.71
188919	10/12/2023	TIME WARNER CABLE	0331839092523		670-7000-473.26-07	8448 41 081 0331839 9/25/2023-10/24/2023	983.37
			0332241092523		670-7000-473.26-07	8448 41 081 0332241 9/25/2023-10/24/2023	983.37
188920	10/12/2023	TIME WARNER/CHARTER	0051007092523		001-2060-446.26-09	CITY HALL #8448 41 081 0051007	146.95
188921	10/12/2023	UNDERGROUND SERVICE ALERT	23-240872		100-4900-431.30-13	CA STATE FEE - REG COSTS OCTOBER 2023	14.09
					660-6300-471.45-08	CA STATE FEE - REG COSTS OCTOBER 2023	14.09
					670-7000-473.45-05	CA STATE FEE - REG COSTS OCTOBER 2023	14.10
			920230042		100-4900-431.30-13	78 NEW TICKETS OCTOBER 2023	48.84
					660-6300-471.45-08	78 NEW TICKETS OCTOBER 2023	48.83
					670-7000-473.45-05	78 NEW TICKETS OCTOBER 2023	48.83
188922	10/12/2023	VIRTUAL PROJECT MANAGER, LLC	12-3771		100-4900-431.30-17	WEB BASED PROJ MGMT SYS OCTOBER 2023	83.30
					660-6300-471.30-17	WEB BASED PROJ MGMT SYS OCTOBER 2023	208.30
					670-7000-473.30-17	WEB BASED PROJ MGMT SYS OCTOBER 2023	500.10
					680-8000-454.30-17	WEB BASED PROJ MGMT SYS OCTOBER 2023	208.30
188923	10/12/2023	WILLIAMS, KAYLA	SEPTEMBER 2023		001-4000-461.23-15	DANCE INSTRUCTION SEPTEMBER 2023	105.00
188924	10/12/2023	YOUNG, CARLA	EYEWEAR FY24		670-7000-473.25-10	EMPLOYEE EYEWEAR REIMBURS TEAMSTER MOU YOUNG	300.00
188925	10/19/2023	AL'S KUBOTA TRACTOR	262398	032434	001-3600-461.30-06	CHAINSAW CHAPS 9/26/23	840.58
188926	10/19/2023	ALL STAR ELITE SPORTS	3752	032276	001-4000-461.36-09	SMART START SHIRTS FAL 23	271.15
188927	10/19/2023	AMAZON BUSINESS	1CR4-WYFC-M7PQ	032299	705-4500-412.36-00	MOBILE OFFICE CABINET	75.40
			1HFL-QJCN-16JD	032296	001-4000-461.36-09	HALLOWEEN SUPPLIES	170.69
			1HXW-4NJX-4H7D	032293	690-9600-453.36-00	PHONE CASE/SCREEN	43.69
			1PNF-Y34P-Q3YH	032299	001-1910-412.36-00	GUEST CHAIRS & CLIPBOARDS	160.43
			1T1K-RLHH-9GHR	032296	001-4000-461.36-11	OEP COOKING CLASS SUPPLIE	142.29
			1T1N-QTC3-RGW4	032296	001-4000-461.36-09	MARKING SPRAY	129.04
			1XG9-G7RK-YQ6C	032297	001-4050-461.36-65	SENIOR CENTER DECOR	142.45
			1Y9V-13TC-YMWL	032299	001-1910-412.36-00	CASTER WHEELS	33.39
188928	10/19/2023	AMERICAN FORENSIC NURSES	78163	032464	001-2200-421.33-31	STAND BY FEE NOV23	973.33
188929	10/19/2023	ANIXTER, INC	5763522-02		670-0000-131.00-00	51002; FUSE LINK FITALL PO NUM 032458	409.99
188930	10/19/2023	ARAMARK UNIFORM & CAREER APPAREL	5880423188	032351	761-3110-480.25-02	FSR UNIFORMS 10/6/23	82.09
188931	10/19/2023	ARE ANIMAL RESCUE	1112025	032288	001-2310-424.26-06	ANIMAL SHELTER OCT-DEC 23	775.00
					001-2310-424.33-90	ANIMAL SHELTER OCT-DEC 23	15,000.00
188932	10/19/2023	ARTISTIC MAINTENANCE, INC.	0036246-IN	030561	111-4900-432.23-29	IRR MAIN LINE REPAIR	187.47
188933	10/19/2023	ASPEN, INC	12666	032561	670-7000-473.89-49	ONELINER 100 & POWER FLOW	5,092.00
188934	10/19/2023	AT&T CALNET 2	000020565703		001-2200-421.26-05	SVC DATE 8/22/23-9/21/23 BAN#9391033242	161.88

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188935	10/19/2023	AURIGA CORPORATION	8037	031498	673-7000-473.96-47	ELECTRICAL DESIGN PACKAGE	2,650.00
188936	10/19/2023	BANNING VETERINARY HOSPITAL	814795		001-2300-424.33-90	MEDICLA EXAM INCIDENT #2309200068	151.34
188937	10/19/2023	BEAUMONT DO IT BEST HOME CENTER	534264	032304	704-3200-412.30-02	SCREWS	25.62
			534287	032278	001-3600-461.30-01	STRAPS AND WIRE BRUSH	33.92
			534305	032304	100-4900-431.36-00	COVERS	20.01
			534364	032277	001-4000-461.36-03	CLEANING SUPPLIES 10/6/23	180.13
			534415	032304	704-3200-412.36-00	BATTERIES/ TAPE	35.53
188938	10/19/2023	BIO-TOX LABORATORIES	44839	032466	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	181.00
			44930	032466	001-2200-421.33-31	BLOOD ANALYSIS CHP	786.00
188939	10/19/2023	BLAIS & ASSOCIATES, LLC	BA_6351_2023	031320	100-4900-431.33-11	RAMSEY/OMAR	170.00
			BA_6352_2023	031313	100-4900-431.33-11	RAMSEY PED IMPROVEMENTS	280.00
			BA_6353_2023	030062	001-1200-412.33-11	PUBLIC WORKS GRANTS	1,916.97
					100-4900-431.33-11	PUBLIC WORKS GRANTS	215.29
					660-6300-471.33-11	PUBLIC WORKS GRANTS	473.50
					680-8000-454.33-11	PUBLIC WORKS GRANTS	506.45
					690-9600-453.33-11	PUBLIC WORKS GRANTS	215.29
188940	10/19/2023	BLAISDELL'S BUSINESS PRODUCTS	1833051-0	032400	702-3800-480.36-00	COPY PAPER FLEET	101.26
188941	10/19/2023	CALIFORNIA WATER ENVIRONMENT	FY24 CERT352023		660-6300-471.23-03	COLLECTION SYS MAIN GRD 1 11/1/23-10/31/24 C NAASZ	98.00
			FY24 CERT40511		680-8000-454.23-03	COLLECTION SYS MAIN GRD 1 11/1/23-10/31/24 THORNTON	113.00
188942	10/19/2023	CAROLLO ENGINEERS	FB40907	031931	660-6300-471.33-11	HYDRAULIC WATER MODEL	3,734.00
188943	10/19/2023	CHACON, ARTHUR	MEALS 11/6-9		001-2740-442.23-05	CODE CONFERENCE MEALS 11/6-9 CHACON	176.25
188944	10/19/2023	CHANDLER ASSET MANAGEMENT INC	2309BANNING	032081	001-4500-412.33-11	ASSET/INVEST MGMT 9/2023	1,995.80
188945	10/19/2023	CINTAS CORPORATION	4169258613	032432	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4169903286	032432	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4169903309	032319	100-4900-431.25-02	UNIFORM SERVICES	86.14
					704-3200-412.25-02	UNIFORM SERVICES	14.16
			4169903338	032320	001-3600-461.25-02	PARKS UNIFORMS 10/05/23	49.17
			4170674906	032432	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4170675136	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICES	319.80
188946	10/19/2023	CITY OF BANNING (BNG)	FC A&E OCT23		001-2200-421.32-02	FC A&E HANGER RENT OCTOBER 2023	383.20
188947	10/19/2023	CUSTOM TROPHIES & UNEEK AWARDS	004370	032182	001-1300-412.41-15	SOTC AWARDS	1,486.95
188948	10/19/2023	DIAMOND HILLS CHEVROLET BUICK GMC	27017121	032324	702-3800-480.30-05	WHEEL ALIGNMENT #622	114.95
			3030088	032324	702-3800-480.38-52	W-(S) MODU #316	409.95
188949	10/19/2023	ENTERPRISE FM TRUST	FBN4842656		001-2200-421.32-06	PD #40 OCTOBER 2023	370.02
					001-2300-424.32-06	ANIMAL CONTROL #80 OCTOBER 2023	927.47
					001-2400-422.32-06	FIRE #110 LEASE OCTOBER 2023	442.06
					001-2740-442.32-06	CODE ENF #437 438 OCTOBER 2023	1,029.39
					001-3000-442.32-06	ENGINEERING #1201 OCTOBER 2023	772.76
					001-3600-461.32-06	PARKS #702 703 704 OCTOBER 2023	1,545.15
					100-4900-431.32-06	STREETS #600 626 627 628 OCTOBER 2023	2,334.12
						STREETS LEASE #624 625 OCTOBER 2023	1,274.31
					660-6300-471.32-06	WATER 817 830 831 833 838 839 840 841 908 OCT 2023	6,270.64
						WATER LEASE #802 804 OCTOBER 2023	1,506.94
					670-7000-473.32-06	ELEC #302 310 314 317 318 OCTOBER 2023	3,495.95
					702-3800-480.32-06	FLEET #1001 205 OCTOBER 2023	744.69
					761-3110-480.32-06	METER #505 OCTOBER 2023	441.65
			FBN4866569		001-2200-421.32-06	PD #40 OCTOBER 2023	370.02
					001-2300-424.32-06	ANIMAL CONTROL #80 OCTOBER 2023	927.47
					001-2400-422.32-06	FIRE #110 LEASE OCTOBER 2023	442.06
					001-2740-442.32-06	CODE ENF #437 438 OCTOBER 2023	1,029.39
					001-3000-442.32-06	ENGINEERING #1201 OCTOBER 2023	772.76
					001-3600-461.32-06	PARKS #702 703 704 OCTOBER 2023	1,545.15
					100-4900-431.32-06	STREETS #600 626 627 628 OCTOBER 2023	2,334.12
						STREETS LEASE #624 625 OCTOBER 2023	1,274.31
					660-6300-471.32-06	WATER 817 830 831 833 838 839 840 841 908 OCTOBER23	6,270.64

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188949	10/19/2023	ENTERPRISE FM TRUST	FBN4866569		660-6300-471.32-06	WATER LEASE #802 804 OCTOBER 2023	1,506.94
					670-7000-473.32-06	ELEC #302 310 314 317 318 OCTOBER 2023	3,495.95
					702-3800-480.32-06	FLEET #1001 205 OCTOBER 2023	744.69
					761-3110-480.32-06	METER #505 OCTOBER 2023	441.65
188950	10/19/2023	FRANCO, DANIEL	MEALS 11/6-9		001-2740-442.23-05	CODE CONFERENCE MEALS 11/6-9 FRANCO	176.25
188951	10/19/2023	FRONTIER COMMUNICATIONS	2091885918OCT23		001-2200-421.26-05	209-188-5918 9/28/23-10/27/23	43.04
					660-6300-471.26-05	209-188-5918 9/28/23-10/27/23	999.06
					670-7000-473.26-05	209-188-5918 9/28/23-10/27/23	267.28
					702-3800-480.26-05	209-188-5918 9/28/23-10/27/23	130.02
					705-4500-412.26-05	209-188-5918 9/28/23-10/27/23	1,646.14
			9511970006OCT23		670-7000-473.26-07	FIBEROPTIC INTERNET ACCT# 95119700061001205	1,010.00
			9518497124OCT23		705-4500-412.26-05	951-849-7124 10/10/23-11/9/23	124.08
			9519220262OCT23		705-4500-412.26-05	951-922-0262 10/4/23-11/3/23	124.08
188952	10/19/2023	FUN EXPRESS	72620735601		001-0000-201.10-00	SALES TAX	(43.01)
				032445	001-5400-446.41-36	CARNIVAL PRIZES SCD	753.37
			72669146801		001-0000-201.10-00	SALES TAX 032445	(1.08)
				032445	001-4000-461.36-11	OEP COOKING CLASS SUPPLIE	24.92
188953	10/19/2023	GALLS, LLC	BC1966908	032465	001-2200-421.36-04	RODRIGUEZ UNIFORM	2,187.70
188954	10/19/2023	GAS COMPANY, THE	12662493001OC23		001-2400-422.26-06	3900 W WILSON ACCT# 126 624 9300 1	27.45
188955	10/19/2023	GRAINGER	9799312906	032535	704-3200-412.30-02	PUSH BUTTON 5"	87.90
			9823959995	032313	702-3800-480.38-52	SAFETY SIGNS SHOP	50.85
			9857367107	032313	702-3800-480.38-52	PRESS WASH HOSE	323.24
			9858929947	032535	704-3200-412.30-01	SECURITY MIRROR	116.01
			9872044301	032535	704-3200-412.30-02	CLEANER CARTRIDGE	319.88
188956	10/19/2023	H & L CHARTER CO, INC	28472	032337	001-4000-461.42-31	LA JOLLA BUS TRIP	2,583.34
188957	10/19/2023	HOME DEPOT #8987	4010340	032194	704-3200-412.30-02	TOOLS/SUPPLIES	38.65
			4010342	032249	660-6300-471.45-16	PESTBLOCKS	136.47
			4010343	032255	660-6300-471.45-17	QUIKRETE CONCRETE MIX	236.23
			9514243	032291	761-3110-480.36-00	FSR SUPPLIES 10/10/23	63.48
188958	10/19/2023	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20231020		001-0000-204.80-10	PAYROLL SUMMARY	2,927.15
188959	10/19/2023	ICMA RETIREMENT TRUST 457	20231020		001-0000-204.16-00	PAYROLL SUMMARY	364.32
188960	10/19/2023	IMPERIAL SUPPLIES, LLC	I001841372	032315	702-3800-480.38-52	STOCK	204.28
188961	10/19/2023	INFOSEND, INC	245299	031981	761-3100-480.23-02	UB BILL SRVC 8/11/23	81.42
					761-3100-480.23-04	UB BILL SRVC 8/11/23	618.66
					761-3100-480.33-11	UB BILL SRVC 8/11/23	145.39
			245592	031981	761-3100-480.23-02	UB BILL SRVC 8/18/23	114.52
					761-3100-480.23-04	UB BILL SRVC 8/18/23	1,018.69
					761-3100-480.33-11	UB BILL SRVC 8/18/23	284.30
			245794	031981	761-3100-480.23-02	UB BILL SRVC 8/25/23	53.01
					761-3100-480.23-04	UB BILL SRVC 8/25/23	428.95
					761-3100-480.33-11	UB BILL SRVC 8/25/23	92.20
			246897	031981	761-3100-480.23-02	UB BILL SRVC 9/1/23	408.70
					761-3100-480.23-04	UB BILL SRVC 9/1/23	2,994.84
					761-3100-480.33-11	UB BILL SRVC 9/1/23	713.94
			247105	031981	761-3100-480.23-02	UB BILL SRVC 9/8/23	66.99
					761-3100-480.23-04	UB BILL SRVC 9/8/23	687.95
					761-3100-480.33-11	UB BILL SRVC 9/8/23	375.73
			247267	031981	761-3100-480.23-02	UB BILL SRVC 9/15/23	81.30
					761-3100-480.23-04	UB BILL SRVC 9/15/23	644.77
					761-3100-480.33-11	UB BILL SRVC 9/15/23	145.86
			247506	031981	761-3100-480.23-02	UB BILL SRVC 9/22/23	117.27
					761-3100-480.23-04	UB BILL SRVC 9/22/23	1,021.47
					761-3100-480.33-11	UB BILL SRVC 9/22/23	274.17
			247652	031981	761-3100-480.23-02	UB BILL SRVC 9/29/23	239.79
					761-3100-480.23-04	UB BILL SRVC 9/29/23	1,873.48

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188961	10/19/2023	INFOSEND, INC	247652	031981	761-3100-480.33-11	UB BILL SRVC 9/29/23	494.29
			248756	031981	761-3100-480.23-02	UB BILL SRVC 10/6/23	320.13
					761-3100-480.23-04	UB BILL SRVC 10/6/23	2,458.34
					761-3100-480.33-11	UB BILL SRVC 10/6/23	798.31
188962	10/19/2023	JACKSON, JENNIFER	EYEWEAR FY24-B		001-1200-412.25-10	EYEWEAR REIMB FY24 CORRECTION	(250.00)
					001-1230-412.25-10	EYEWEAR REIMB FY24 ADJUSTMENT	29.41
						EYEWEAR REIMB FY24 CORRECTION	250.00
188963	10/19/2023	JON'S FLAGS & POLES, INC	F88735	032527	704-3200-412.30-01	FLAGS	725.16
188964	10/19/2023	KEN GRODY FORD REDLANDS	256705	032317	702-3800-480.30-05	REPAIRS #232	4,806.34
			27200	032317	702-3800-480.38-52	KIT TPMS SENS #625	136.22
			27689	032317	702-3800-480.38-52	COVER WHEEL, HUS ASY 235	657.02
188965	10/19/2023	LEIGHTRONIX INC	HSINV-1190	032565	001-2060-446.33-11	LIVE STREAM/VOD	5,376.00
188966	10/19/2023	LINCOLN FINANCIAL GROUP	SEPTEMBER 2023		001-0000-204.14-00	CURRENT PER ADJ LTD SEPTEMBER 2023	6.61
						CURRENT PER ADJ STD SEPTEMBER 2023	(18.37)
						LINCOLN LTD SEPTEMBER 2023	2,909.66
						LINCOLN STD SEPTEMBER 2023	4,006.63
					001-0000-204.30-00	CURRENT PER ADJ GRP LIFE SEPTEMBER 2023	(7.80)
						LINCOLN GROUP LIFE SEPTEMBER 2023	2,186.97
						LINCOLN VOL LIFE BUY-UP SEPTEMBER 2023	1,496.78
188967	10/19/2023	MITSUBISHI ELECTRIC & ELECTRONICS	467446	031409	704-3200-412.30-02	REGULAR SERVICE	341.67
188968	10/19/2023	MONTES, NATHAN	TUITION FY24		001-2200-421.25-09	2 CLASSES U OF PHOENIX PER BPOA MOU MONTES	2,087.50
188969	10/19/2023	MOTOROLA SOLUTIONS, INC.	8230420613	032417	001-2200-421.30-08	SUS & SUA MAINTENANCE	10,706.50
188970	10/19/2023	MYERS & SONS HI-WAY SAFETY INC.	149034	032196	100-4900-431.89-54	STREET SIGNS/SUPPLIES	1,019.39
188971	10/19/2023	NATIONWIDE RETIREMENT SOLUTIONS	20231020		001-0000-204.16-00	PAYROLL SUMMARY	5,885.01
188972	10/19/2023	NOBEL SYSTEMS, INC	15726	031831	001-2800-441.23-07	GEOVIEWER ONLINE	1,995.84
					100-4900-431.30-15	GEOVIEWER ONLINE	1,995.84
					660-6300-471.30-17	GEOVIEWER ONLINE	22,528.80
					660-6300-471.33-11	GEOVIEWER ONLINE	22,377.60
					670-7000-473.30-17	GEOVIEWER ONLINE	6,995.52
					680-8000-454.30-17	GEOVIEWER ONLINE	22,528.80
					680-8000-454.33-11	GEOVIEWER ONLINE	22,377.60
188973	10/19/2023	O'REILLY AUTO PARTS	6117-169704	032350	702-3800-480.38-52	HARDWARE #806	4.84
			6117-169782	032350	702-3800-480.38-52	PUMP MOD ASY #316	404.40
			6117-170043	032350	702-3800-480.38-52	CABIN FILTER #840	17.06
188974	10/19/2023	ONESOURCE DISTRIBUTORS	S7312611.001		670-0000-131.00-00	WIC BARE 4 CU SD SOLID PO NUM 032513	749.94
			S7314401.001		670-0000-131.00-00	CPS LPC215 PO NUM 032530	4,330.47
			S7316963.001		670-0000-131.00-00	PIP 68-103/L PO NUM 032538	89.43
			S7316963.004		670-0000-131.00-00	PIP 68-103/S REGULAR PO NUM 032538	44.72
			S7316963.005		670-0000-131.00-00	PIP 68-103/M REGULAR TOP PO NUM 032538	89.43
188975	10/19/2023	ONLINE UTILITY EXCHANGE	1214449	032290	761-3100-480.23-51	SEP 24- UB CREDIT CHECK	422.96
188976	10/19/2023	PARKHOUSE TIRE, INC.	2010866737	032427	702-3800-480.23-49	DISPOSAL TIRES	71.50
			2010869816	032427	702-3800-480.38-52	TIRE CASING CREDIT	(322.00)
			2010870062	032427	702-3800-480.38-52	TIRES #38	135.76
			2010872303	032427	702-3800-480.38-52	TIRE #90	182.71
			2010873028	032427	702-3800-480.38-52	TIRES #242	629.37
188977	10/19/2023	PARS	20231020		001-0000-204.25-00	PAYROLL SUMMARY	294.44
188978	10/19/2023	PUBLIC AGENCY RETIREMENT SERVICES	54014		001-1900-412.33-11	PARS PLN ID#PH-ARS05A SVC PERIOD 8/31/2023	300.00
188979	10/19/2023	RECORD GAZETTE, THE	00198220	032184	001-2800-441.23-01	ADVERTISING-ORD 1596	238.55
			00198221	032184	001-2800-441.23-01	ADVERTISING-ORD 1592	104.15
			00198224	032184	001-2800-441.23-01	ADVERTISING-ORD 1593	169.43
188980	10/19/2023	RIVERSIDE COUNTY SHERIFF-PSEC	PE0000001266		001-2200-421.26-07	CNTY OF RIV PUBLIC SAFETY SEPTEMBER 2023	4,865.29
188981	10/19/2023	RIVERSIDE, COUNTY OF	JULY-SEPT 23		001-2200-321.18-06	PARKING CITATION ASSESSMT 2023 AUGUST	290.50
						PARKING CITATION ASSESSMT 2023 JULY	61.50
						PARKING CITATION ASSESSMT 2023 SEPTEMBER	463.00
188982	10/19/2023	ROBERT HALF INTERNATIONAL	62658182	032273	001-1900-412.23-27	CANNON, RHONDA W/E 10/06	334.48

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
188982	10/19/2023	ROBERT HALF INTERNATIONAL	62658182	032273	001-1910-412.23-27	CANNON, RHONDA W/E 10/06	1,337.92
			62686009	032273	001-1900-412.23-27	CANNON, RHONDA W/E 10/13	146.33
					001-1910-412.23-27	CANNON, RHONDA W/E 10/13	1,526.07
188983	10/19/2023	ROCKEFELLAS	31		001-5400-446.41-36	STAGECOACH DAYS - 9/9/23 PO 032346	4,750.00
188984	10/19/2023	RWC GROUP	XA301138869:01	032256	702-3800-480.38-52	PUMP GEAR #223	1,117.07
188985	10/19/2023	SAN GORGONIO MEMORIAL HOSP	23407-17344CR		001-0000-218.22-22	UB CR REFUND 000017344	169,062.56
			23407-55096CR		001-0000-218.22-22	UB CR REFUND 000055096	82,828.26
188986	10/19/2023	SC FUELS	IN-0000360247		702-3800-480.36-11	UNL ETH 10	35,527.11
188987	10/19/2023	SCA OF CA, LLC	156855PS	031802	100-4900-431.33-11	STREET SWEEPING SRVCS	9,393.00
188988	10/19/2023	SMART & FINAL	400177	032280	001-4050-461.36-00	SENIOR CENTER EVENT HH	163.87
188989	10/19/2023	SO CAL JOINT POLE COMMITTEE	21937		670-7000-473.27-11	OPERATING EXPENSES SEPTEMBER 2023	918.58
188990	10/19/2023	SOUTH COAST AIR QUALITY	4232567		001-2200-421.41-04	ICE EM ELEC GEN DIESEL 5261 W WILSON	504.91
			4236485		001-2200-421.41-04	AQMD FEE FY 2023/2024 5261 W WILSON	160.35
188991	10/19/2023	STAPLES BUSINESS ADVANTAGE	3548451665	032186	001-1000-411.36-07	MISC OFFICE GOODS, COFFEE	53.14
					705-4500-412.36-00	MISC OFFICE GOODS, COFFEE	681.44
			3549328174	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	454.88
			3549328175	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	222.91
			3549328176	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	111.46
			3549472885	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	389.09
			3549776694	032341	001-1900-412.36-00	BANKER BOXES & CHAIR	315.63
					761-3100-480.36-00	BANKER BOXES & CHAIR	88.31
188992	10/19/2023	STC TRAFFIC INC	6456	032104	101-4900-431.93-16	RAPID FLASHING BEACONS	5,730.00
188993	10/19/2023	SURVALENT TECHNOLOGY CORP	U20195	032482	670-7000-473.89-49	SURVALENTONE SCADA SOFTWA	6,060.00
188994	10/19/2023	TAYLOR'S PLUMBING LLC	4029	032399	001-3600-461.30-02	REPPLIER PARK PLUMBING	319.59
			4040	032399	001-3600-461.30-02	ROOSEVELT PLUMBING	232.28
188995	10/19/2023	TIME WARNER CABLE (086811201)	086811201100123		670-7000-473.26-09	BUSINESS TV ACCT# 086811201	93.30
188996	10/19/2023	TIME WARNER/CHARTER	0014070100123		001-2060-446.26-09	COMMUNITY CENTER ACCT# 8448 41 081 0014070	32.71
			0015614100123		001-2400-422.26-09	FIRE #89 172 N MURRAY ACCT# 8448 41 081 0015614	32.12
			0017099100123		001-2400-422.26-09	FIRE 3900 W WILSON ACCT# 8448 41 081 0017099	210.62
			0022933100123		001-2060-446.26-09	SENIOR CENTER ACCT# 8448 41 081 0022933	32.71
188997	10/19/2023	TKE ENGINEERING, INC	2023-625	032039	660-6300-471.95-10	BARBOUR STREET WATER MAIN	35,718.40
188998	10/19/2023	TRAINING CONNECTION LLC	22981	032479	001-3000-442.23-06	EXCEL TRAINING	531.75
					100-4900-431.23-06	EXCEL TRAINING	177.20
					610-5800-434.23-06	EXCEL TRAINING	531.63
					660-6300-471.23-06	EXCEL TRAINING	177.20
					690-9600-453.23-06	EXCEL TRAINING	177.22
188999	10/19/2023	VISION SECURITY SYSTEMS	20205	031471	001-2200-421.23-19	ALARM MONITORING	465.00
					001-2400-422.23-19	ALARM MONITORING	105.00
					001-3600-461.23-19	ALARM MONITORING	315.00
					001-4000-461.23-19	ALARM MONITORING	225.00
					001-4010-461.23-19	ALARM MONITORING	105.00
					001-4050-461.23-19	ALARM MONITORING	105.00
					100-4900-431.23-19	ALARM MONITORING	71.40
					600-5100-435.23-19	ALARM MONITORING	105.00
					660-6300-471.23-19	ALARM MONITORING	71.40
					670-7000-473.23-19	ALARM MONITORING	217.20
					702-3800-480.23-19	ALARM MONITORING	105.00
					704-3200-412.23-19	ALARM MONITORING	255.00
189000	10/19/2023	WASTE MANAGEMENT OF THE IE	SEPTEMBER 2023		690-9600-356.38-95	21% FRANCHISE FEE SEPTEMBER 2023	(1,311.31)
					690-9600-453.23-10	REFUSE SEPTEMBER 2023	6,244.31
189001	10/19/2023	WATERLINE TECHNOLOGIES, INC	5656068	032360	001-4010-461.36-08	CHLORINE 10/4/23	746.71
189002	10/19/2023	WESTRUX INTERNATIONAL INC	04P226597	032404	702-3800-480.38-52	HOSE,ROD INLET #341	39.90
			04P227473	032404	702-3800-480.38-52	REMAN ALT #809	328.72
			04P227549	032404	702-3800-480.38-52	KIT REMA #334	268.01
			04P228157	032404	702-3800-480.38-52	CORE RETURN	(105.79)

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189003	10/19/2023	WILBUR'S POWER EQUIPMENT	12631	032205	100-4900-431.36-00	TOOLS/SUPPLIES	312.46
			12740	032205	100-4900-431.30-06	TOOLS/SUPPLIES	179.89
189004	10/19/2023	WITTMAN ENTERPRISES, LLC	230901202	032553	001-2400-422.33-11	BILLING SVC PERFORMED SEPTEMBER 2023	4,665.50
189005	10/26/2023	AL'S KUBOTA TRACTOR	264138	032434	001-3600-461.30-06	TRIMMER TUNE UP	91.61
			264139	032434	001-3600-461.30-06	BLOWER TUNE UP	95.96
			264140	032434	001-3600-461.30-06	BLOWER TUNE UP	95.96
			264143	032434	001-3600-461.30-06	CHAINSAW TUNE UP	129.32
			264144	032434	001-3600-461.30-06	TRIMMER TUNE UP	91.61
189006	10/26/2023	ALBERT A. WEBB ASSOCIATES	ARIV0001172	032070	661-6300-471.33-11	CEQA COMPLIANCE- NP ARPA	6,136.32
			ARIV0001209	031727	101-4900-431.93-16	OMAR RAMSEY INT. DESIGN	3,999.35
189007	10/26/2023	ALIDIO, ROSANNE	TRAVEL 10/11		001-1900-412.23-06	CALPERS PAYROLL MILE & MEALS 10/11 ALIDIO	51.89
189008	10/26/2023	AMAZON BUSINESS	14MM-CD7M-7KP9	032292	001-1200-412.36-00	BLINK CAMERAS	18.52
					001-2400-422.89-56	BLINK CAMERAS	301.69
			1GC3-L1R7-6YX7	032294	670-7000-473.45-05	MOBILE BLUEPRINT STORAGE	63.90
			1NYH-PRPW-6KCG	032293	690-9600-453.36-00	COUNT CLICKER	14.00
			1P4K-9HD7-373R	032180	001-2400-422.89-56	STATION #89 ICEMAKER	2,090.77
			1QHF-QK1P-DW6T	032294	670-7000-473.36-00	HANGING FILE ORGANIZER	35.44
			1QMK-KXLW-6941	032296	001-4000-461.36-09	BENCHES AND PAINT PENS	328.74
			1Y1M-HPXR-6RGM	032299	001-1910-412.36-00	MOBILE FILING CABINET	242.88
189009	10/26/2023	AMERICAN FORENSIC NURSES	78214	032464	001-2200-421.33-31	PD BLOOD DRAWS	109.51
			78220	032464	001-2200-421.33-31	CHP BLOOD DRAWS	73.01
189010	10/26/2023	ARAMARK UNIFORM & CAREER APPAREL	588000422381	031675	680-8000-454.25-02	UNIFORMS	29.95
			588000429893	031675	680-8000-454.25-02	UNIFORMS	29.95
			588000435323	031675	680-8000-454.25-02	UNIFORMS	32.83
			588000440338	031675	680-8000-454.25-02	UNIFORMS	32.83
			588000445564	031675	680-8000-454.25-02	UNIFORMS	32.83
			588000451788	031675	680-8000-454.25-02	UNIFORMS	32.83
			588000456681	031675	680-8000-454.25-02	UNIFORMS	32.83
			588000462114	031675	680-8000-454.25-02	UNIFORMS	32.83
			588000467479	031675	680-8000-454.25-02	UNIFORMS	32.83
			588000473692	031675	680-8000-454.25-02	UNIFORMS	32.83
			5880008981	031675	680-8000-454.25-02	UNIFORMS	33.92
			5880014145	031675	680-8000-454.25-02	UNIFORMS	222.48
			5880019682	031675	680-8000-454.25-02	UNIFORMS	168.81
			5880024923	031675	680-8000-454.25-02	UNIFORMS	36.19
			5880031338	031675	680-8000-454.25-02	UNIFORMS	36.16
			5880036836	031675	680-8000-454.25-02	UNIFORMS	36.16
			5880042142	031675	680-8000-454.25-02	UNIFORMS	36.16
			5880047753	031675	680-8000-454.25-02	UNIFORMS	62.68
			5880053328	031675	680-8000-454.25-02	UNIFORMS	48.49
			5880058529	031675	680-8000-454.25-02	UNIFORMS	42.19
			5880064201	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880069091	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880075149	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880080277	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880085594	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880091113	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880096525	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880102219	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880107491	031675	680-8000-454.25-02	UNIFORMS	42.19
			5880112738	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880118310	031675	680-8000-454.25-02	UNIFORMS	42.16
			5880125370	031675	680-8000-454.25-02	UNIFORMS	43.83
			5880130734	031675	680-8000-454.25-02	UNIFORMS	43.83
			5880135999	031675	680-8000-454.25-02	UNIFORMS	43.83

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189010	10/26/2023	ARAMARK UNIFORM & CAREER APPAREL	5880140403	031675	680-8000-454.25-02	UNIFORMS	43.83
			5880428962	032351	761-3110-480.25-02	FSR UNIFORMS 10/13/23	82.09
			5880434790	032351	761-3110-480.25-02	FSR UNIFORMS 10/20/23	82.09
189011	10/26/2023	ARTISTIC MAINTENANCE, INC.	0036330-IN	030561	111-4900-432.23-29	MAIN LINE REPAIR-VNDLZD	169.42
			0191597-IN	030561	111-4900-432.23-29	VALVE REPLACEMENT	225.00
189012	10/26/2023	AT&T CALNET 2	000020606692		001-2200-421.26-05	SEPTEMBER 2023 BAN# 9391060200	396.04
			000020607539		001-2200-421.26-05	SEPTEMBER 2023 BAN# 9391063769	719.94
189013	10/26/2023	AUER, WILLIAM	MEALS 11/1		001-2200-421.23-06	USE OF FORCE - PSP MEALS 11/1 AUER	17.00
189014	10/26/2023	AURIGA CORPORATION	8061	031498	673-7000-473.96-47	ELECTRICAL DESIGN PACKAGE	1,800.00
189015	10/26/2023	AVA SECURITY	101	032566	670-7000-473.95-06	ALOLA SECURITY SERVICES	4,800.00
189016	10/26/2023	BEAUMONT DO IT BEST HOME CENTER	534541	032304	704-3200-412.36-00	GENERATOR/SNGL SIDED KEY	27.01
			534549	032277	001-4000-461.36-03	DUST MOP	35.54
			534616	032278	001-3600-461.30-01	SCREWS	10.99
			534738	032277	001-4000-461.30-02	MOUSE TRAP	25.29
			534820	032238	610-5800-434.36-00	32 GAL TRASH CAN (2)	52.78
			534831	032277	001-4000-461.36-00	TAPE AND ZIP TIES	59.20
			534935	032238	610-5800-434.36-00	VELCRO FOR BUSES	30.70
189017	10/26/2023	BEAUMONT SAFE & LOCK	75197	032435	001-3600-461.30-01	DUPLICATE KEYS	21.44
189018	10/26/2023	CAMPA, ERIC	MEALS 11/1		001-2200-421.23-06	USE OF FORCE - PSP MEALS 11/1 CAMPA	17.00
189019	10/26/2023	CANON FINANCIAL SERVICES, INC	30935276	032575	001-2200-421.32-06	RECORD LEASE PRINTER	332.16
			31095593	032575	001-2200-421.32-06	LEASE RECORDS PRINTER	362.99
			31267318	032575	001-2200-421.32-06	LEASE RECORDS	393.82
			31369636	032336	001-4000-461.32-06	COPIER LEASE	178.44
					660-6300-471.32-06	COPIER LEASE	178.44
					670-7000-473.32-06	COPIER LEASE	712.00
					705-4500-412.32-06	COPIER LEASE	524.80
					761-3100-480.32-06	COPIER LEASE	127.69
			31434998	032575	001-2200-421.32-06	CANON LEASE PRINTER	424.65
189020	10/26/2023	CANYON SPRINGS ENTERPRISES	PAYMENT #7	031820	660-0000-232.00-00	RETAINAGE ALTITUDE VALVES-SAN GORGO	29,450.48
189021	10/26/2023	CDW GOVERNMENT, INC	MH82663	032210	001-1000-411.89-48	COUNCIL LAPTOPS	1,659.35
189022	10/26/2023	CELL BUSINESS EQUIP-LEASING	5026654943	032588	670-7000-473.32-06	5000 FOLDER INSERTER	821.50
189023	10/26/2023	CELL BUSINESS EQUIPMENT (CBE)	IN2640016	032576	001-2200-421.32-06	PD PRINTERS	180.80
			IN2647207	032576	001-2200-421.32-06	PD RPINTERS	64.87
			IN2648648	032576	001-2200-421.32-06	PD PRINTERS	165.92
			IN2652308	032576	001-2200-421.32-06	PD PRINTERS	329.65
			IN2658850	032576	001-2200-421.32-06	PD PRINTERS	139.54
			IN2661468	032576	001-2200-421.32-06	PD PRINTERS	140.78
			IN2667430	032576	001-2200-421.32-06	PD PRINTERS	107.51
			IN2671187	032576	001-2200-421.32-06	PD PRINTERS	71.99
189024	10/26/2023	CINTAS CORPORATION	4170674992	032319	100-4900-431.25-02	UNIFORM SERVICES	86.14
					704-3200-412.25-02	UNIFORM SERVICES	14.16
			4171303878	032432	702-3800-480.25-02	FLEET UNIFORMS	71.88
189025	10/26/2023	CITY OF BANNING UTILITIES	10194557468OC23		810-9700-490.90-60	BRYANT HOMELESS SHELTER OP VIL UTILITIES ELEC	211.89
			10194557548OC23		810-9700-490.90-60	BRYANT HOMELESS SHELTER OP VIL UTILITIES WATER	381.60
189026	10/26/2023	CIVICPLUS	267016	032469	001-4000-461.89-49	CIVIC REC 2023	2,373.47
					610-5800-434.89-49	CIVIC REC 2023	1,186.55
189027	10/26/2023	CORE & MAIN, LP	INV0003328		660-0000-131.00-00	HP TUBING PO NUM 032355	22.60
			S869597		660-0000-131.00-00	ANGLE BALL STOP PO NUM 032355	2,342.23
			T047540		660-0000-131.00-00	INVENTORY PO NUM 032355	1,526.06
			T606662		660-0000-131.00-00	INVENTORY PO NUM 032355	187.99
			T659552		660-0000-131.00-00	INVENTORY PO NUM 032355	3,964.51
189028	10/26/2023	D&M JOB INC.	15272	032289	761-3100-480.23-02	DOOR HANGERS	344.80
189029	10/26/2023	ELECTRIC POWER SYSTEMS INT, INC.	INV_00134825	031284	673-7000-473.96-25	SAN GORGONIO SUBSTATION	2,890.00
			INV_00134855	031284	673-7000-473.96-25	SAN GORGONIO SUBSTATION	161,540.00
189030	10/26/2023	ELITE FIRE PROTECTION, INC	56376	032193	704-3200-412.30-02	5LB ABC CHEM	2,338.15

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189031	10/26/2023	ENGINEERING RESOURCES OF SO CA	59253	029409	001-3000-442.33-53	INSPECTION SERVICES	13,888.66
			59254	029409	001-3000-442.33-53	INSPECTION SERVICES	9,104.00
			59255	029409	001-3000-442.33-53	INSPECTION SERVICES	110,167.35
			59332	032559	001-3000-442.33-53	INSPECTION SERVICES	24,475.30
			59333	032559	001-3000-442.33-53	INSPECTION SERVICES	7,560.00
			59439	032559	001-3000-442.33-53	INSPECTION SERVICES	44,242.25
			59440	032559	001-3000-442.33-53	INSPECTION SERVICES	8,100.00
			59464	032559	001-3000-442.33-53	INSPECTION SERVICES	109,715.88
189032	10/26/2023	FAITH IN ACTION	#8	032046	810-9700-490.90-59	OPPORTUNITY VILLAGE SERVI	11,459.22
189033	10/26/2023	FRONTIER COMMUNICATIONS	2091884027OCT23		705-4500-412.26-05	209-188-4027 10/16/23-11/15/23	192.62
			9511970620OCT23		001-2200-421.26-05	951-197-0620 9/27/23-10/26/23	226.69
			9518497296OCT23		705-4500-412.26-05	951-849-7296 10/16/23-11/15/23	120.05
			9518499205OCT23		705-4500-412.26-05	951-849-9205 10/13/23-11/12/23	120.05
189034	10/26/2023	GARDA CL WEST INC	20580164	031919	761-3100-480.23-43	EXCESS ITEMS 9/23	97.97
189035	10/26/2023	GAS COMPANY, THE	03442480665OC23		704-3200-412.26-06	2041 W NICOLET 9/11/23-10/11/23	14.79
			05602682006OC23		001-2400-422.26-06	172 N MURRAY 9/14/23-10/16/23	71.71
			15684815176OC23		705-4500-412.26-06	99 E RAMSEY 9/14/23-10/16/23	133.23
189036	10/26/2023	HOME DEPOT #8987	1510246	032314	670-7000-473.45-16	N95 SAFETY MASKS	58.14
			3011034	032194	704-3200-412.30-02	TOOLS/SUPPLIES	59.24
			4513490	032449	001-3600-461.30-01	CLEANING SUPPLIES	117.93
			6974898	032249	660-6300-471.30-02	LED WHITE WRAP LIGHT	304.23
			8024859	032194	704-3200-412.30-02	TOOLS/SUPPLIES	86.90
189037	10/26/2023	INDUSTRIAL RUBBER & SUPPLY, LLC	58390	032539	680-8000-454.30-06	VACUUM HOSE	1,207.88
189038	10/26/2023	INFOSEND, INC	249001	031981	761-3100-480.23-02	UB BILL SERVICE 10/16/23	61.57
					761-3100-480.23-04	UB BILL SERVICE 10/16/23	542.08
					761-3100-480.33-11	UB BILL SERVICE 10/16/23	147.69
			249256	031981	761-3100-480.23-02	UB BILL SRVC 10/20/23	107.07
					761-3100-480.23-04	UB BILL SRVC 10/20/23	849.07
					761-3100-480.33-11	UB BILL SRVC 10/20/23	209.28
189039	10/26/2023	JAUREGUI, ROBERTO	MEALS 11/1		001-2200-421.23-06	USE OF FORCE - PSP MEALS 11/1 JAUREGUI	17.00
189040	10/26/2023	LEADSONLINE, LLC.	407514	032554	001-2200-421.30-17	DB SOFTWARE	3,773.00
189041	10/26/2023	LEAGUE OF CA CITIES-RIVERSIDE DIV	2787		001-1000-411.23-05	LOCC RIV DIV LUNCHEON A SANCHEZ	50.00
						LOCC RIV DIV LUNCHEON C WALLACE	50.00
						LOCC RIV DIV LUNCHEON R GONZALES	50.00
						LOCC RIV DIV LUNCHEON R MINJARES	50.00
						LOCC RIV DIV LUNCHEON S FLYNN	50.00
189042	10/26/2023	LEXISNEXIS RISK SOLUTIONS	160860120230831	032332	001-2200-421.30-17	DB SOFTWARE	114.55
			160860120230930	032332	001-2200-421.30-17	DB SOFTWARE	112.55
189043	10/26/2023	LOERA, JACK	MEALS 11/1		001-2200-421.23-06	USE OF FORCE - PSP MEALS 11/1 LOERA	17.00
189044	10/26/2023	LOPEZ, MARISOL	MILEAGE OCT23		001-1200-412.23-05	ECONOMIC HORIZON CONF MILEAGE 10/15/2023 LOPEZ	46.37
189045	10/26/2023	MENDOZA, SAMUEL	MEALS 11/1		001-2200-421.23-06	USE OF FORCE - PSP MEALS 11/1 MENDOZA	17.00
189046	10/26/2023	MUNOZ, RENE	MEALS 11/1		001-2200-421.23-06	USE OF FORCE - PSP MEALS 11/1 MUNOZ	17.00
189047	10/26/2023	MYERS & SONS HI-WAY SAFETY INC.	149362	032196	100-4900-431.89-54	STREET SIGNS/SUPPLIES	1,647.23
189048	10/26/2023	PACKHAM & TOOMEY, INC	2023295	032567	702-3800-480.30-06	OPERATIOR INSPECT RPT	135.00
			2023352	032567	702-3800-480.30-06	MTHLY INSPECT RPT	135.00
			2023397	032567	702-3800-480.30-06	ANNUAL SCAQMD TEST PROCE	575.00
			2023398	032567	702-3800-480.30-06	MTH OPER INSPECT RPT	135.00
			2023462	032567	702-3800-480.30-06	MTHINSPECT & RPT	135.00
189049	10/26/2023	PARTS AUTHORITY	062-585072	032423	702-3800-480.38-52	RETAINER #235	18.73
			062-586875	032423	702-3800-480.38-52	BRAKE/ROTOR #802	308.05
			062-607074	032423	702-3800-480.38-52	HEAD LAMP #908	21.55
			063-491980	032423	702-3800-480.38-52	HEAD LAMP STOCK	21.55
			064-397786	032423	702-3800-480.38-52	HD STARTER #862	341.20
			070-969282	032423	702-3800-480.38-52	FUEL MODULE	410.20
			070-970684	032423	702-3800-480.38-52	WAS RES CAP #504	2.54

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189049	10/26/2023	PARTS AUTHORITY	091-056565	032423	702-3800-480.38-52	NEW RETURN	(285.65)
			091-056636	032423	702-3800-480.38-52	BATTY WAR CREDIT	(101.21)
			091-056706	032423	702-3800-480.38-52	STARTER/BTTY NEW RET	(361.67)
			091-056717	032423	702-3800-480.38-52	FUEL MODULE	(410.20)
			091-056718	032423	702-3800-480.38-52	12V AGM BTTY	(243.49)
			091-314573	032423	702-3800-480.38-52	BATTERY #20	101.21
			091-314628	032423	702-3800-480.38-52	IGNITION SWITCH #862	13.58
			091-314864	032423	702-3800-480.38-52	PLUGS, WIRE SET #226	58.29
			091-314992	032423	702-3800-480.38-52	DOT 3 32OZ SHOP	24.35
			091-315140	032423	702-3800-480.38-52	AIR FILTER #840	34.52
			091-315392	032423	702-3800-480.38-52	PK WW+32 SUPPLIES	43.78
			091-315424	032423	702-3800-480.38-52	OIL FILTER #837	9.31
			091-315431	032423	702-3800-480.38-52	SERP BELT #837	33.95
189050	10/26/2023	ROBERT HALF INTERNATIONAL	62719093	032273	001-1900-412.23-27	CANNON, RHONDA W/E 10/20	219.50
					001-1910-412.23-27	CANNON, RHONDA W/E 10/20	1,452.90
189051	10/26/2023	RWC GROUP	XA301123801:01	032256	702-3800-480.38-52	PARTS #243	2,794.08
189052	10/26/2023	RYAN HERCO FLOW SOLUTIONS	B159173		660-0000-131.00-00	ADAPTER AND TANK FLANGE PO NUM 032227	159.32
189053	10/26/2023	SANDEFUR, KENNETH	66263-16228 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,200.00
			66263-16228AC-B		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM - RENTAL	1,200.00
189054	10/26/2023	SC FUELS	2498191-IN	032504	702-3800-480.36-14	LUBRICANTS	3,440.97
189055	10/26/2023	SHRED-IT USA, LLC	8004688769	032398	001-2200-421.23-07	PD SHRED IT	156.47
189056	10/26/2023	SMART & FINAL	979177	032281	001-4000-461.36-09	WATER AND GATARADE	74.42
189057	10/26/2023	SPEERS, TANNER	MEALS 11/1		001-2200-421.23-06	USE OF FORCE - PSP MEALS 11/1 SPEERS	17.00
189058	10/26/2023	STAPLES BUSINESS ADVANTAGE	3548375661	032342	001-2200-421.36-00	PD SUPPLIES	363.00
			3548819350	032186	001-1000-411.36-07	CUPS AND TISSUES	16.70
					705-4500-412.36-00	CUPS AND TISSUES	86.96
			3549328177	032342	001-2200-421.36-00	PD SUPPLIES	57.20
			3549472884	032453	001-4000-461.36-00	PLOTTER INK	401.94
			3549472887	032222	660-6300-471.36-00	OFFICE ITEMS	308.65
189059	10/26/2023	STATE OF CALIFORNIA DOJ	686573	032502	001-2200-421.33-94	SEPT23 LIVESCAN	1,481.00
			690783	032502	001-2200-421.33-31	CHP BLOOD ANALYSIS	280.00
			690834	032502	001-2200-421.33-31	CHP BLOOD ANALYSIS	70.00
189060	10/26/2023	TAYLOR'S PLUMBING LLC	4021	032395	810-9700-490.90-59	INSTALL PRES REG @ BACKFL	959.58
			4142	032395	810-9700-490.90-59	RESTRM TRAILER HOOK UP	980.85
			4165	032395	810-9700-490.90-59	OFFICE TRAILER HOOKUP	980.85
			4233	032395	810-9700-490.90-59	REPAIR DRINKING FOUNTAIN	244.46
			4308	032395	810-9700-490.90-59	2ND RSTRM HOOKUP	980.85
189061	10/26/2023	TELEPACIFIC COMMUNICATIONS	175221573-0		001-2200-421.26-05	PD PHONE SERVICE OCTOBER 2023	634.52
					705-4500-412.26-05	CENTRAL SERVICES PHONE OCTOBER 2023	2,680.47
189062	10/26/2023	TRANSTECH ENGINEERS, INC	20233764	030149	001-3000-442.33-53	221138 BANN 1450 E LINCOL	446.00
			20235310	030149	001-3000-442.33-53	20485 BANN RANCH TR 33540	871.00
189063	10/26/2023	TRENCH SHORING COMPANY	RI20336269	032226	660-6300-471.32-05	AIR BAG & INFLATION LINE	372.00
189064	10/26/2023	VERIZON WIRELESS SERVICES, LLC	9945841921		001-1000-411.26-05	CITY COUNCIL CELLS OCTOBER 2023	260.80
					001-1200-412.26-05	CITY MANAGER CELL OCTOBER 2023	208.77
					001-1210-412.26-05	ECONOMIC DEVELOPMENT CELL OCTOBER 2023	45.24
					001-1300-412.26-05	HUMAN RESOURCES OCTOBER 2023	88.02
					001-1400-412.26-05	CITY CLERK CELL OCTOBER 2023	38.28
					001-1900-412.26-05	FINANCE CELLS OCTOBER 2023	227.55
					001-1910-412.26-05	PURCHASING CELL OCTOBER 2023	46.51
					001-2060-446.26-05	GOVERNMENT ACCESS OCTOBER 2023	26.28
					001-2200-421.26-05	POLICE DEPT CELLS OCTOBER 2023	2,036.03
					001-2210-421.26-05	DISPATCH CELLS OCTOBER 2023	67.86
					001-2300-424.26-08	ANIMAL CONTROL OCTOBER 2023	88.02
					001-2740-442.26-05	CODE ENFORCEMENT CELLS OCTOBER 2023	198.39
					001-2800-441.26-05	PLANNING DEPT CELLS OCTOBER 2023	666.96

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189064	10/26/2023	VERIZON WIRELESS SERVICES, LLC	9945841921		001-3000-442.26-05	ENGINEERING DEPT CELLS OCTOBER 2023	247.09
					001-3200-412.26-05	BUILDING MAINTENANCE CELL OCTOBER 2023	30.17
					001-4000-461.26-05	PARKS & REC DEPT CELLS OCTOBER 2023	531.76
					100-4900-431.26-05	STREETS DEPT CELLS OCTOBER 2023	278.79
					610-5800-434.26-05	TRANSIT CELLS OCTOBER 2023	688.13
					610-5850-434.26-05	DIAL-A-RIDE CELL OCTOBER 2023	32.42
					660-6300-471.26-05	WATER DEPT CELLS OCTOBER 2023	741.51
					670-7000-473.26-05	ELECTRIC DEPT CELLS OCTOBER 2023	1,931.65
					680-8000-454.26-05	WASTEWATER DEPT CELLS OCTOBER 2023	139.03
					702-3800-480.26-05	FLEET DEPT CELLS OCTOBER 2023	78.88
					703-3700-480.26-05	INFORMATION SERVICES OCTOBER 2023	186.04
					761-3100-480.26-05	UTILITY BILLING CELL OCTOBER 2023	77.79
					761-3110-480.26-05	METER SERVICES CELLS OCTOBER 2023	873.41
189065	10/26/2023	WALLACE, COLLEEN	MILEAGE OCT23		001-1000-411.23-05	OCTOBER MILEAGE	185.63
189066	10/26/2023	WESTERN WATER WORKS SUPPLY CO	1407335-02		660-0000-131.00-00	METER BRASS PO NUM 032418	3,141.99
189067	10/26/2023	ZIGLER, STANLEY	74615-51548 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,400.00
9007683	10/3/2023	CA. ST. PUBLIC EMPLOYEES	PPE 09/17/2023		001-0000-204.20-00	RETIREMENT BENEFITS PPE 09/17/23 PD 09/22/23	157,323.67
						PERS ADJ-MISC PEPRA	(97.86)
						PERS ADJ-MISC TIER II	304.71
						PERS ADJ-SAFE PEPRA	(161.98)
						PERS ADJ-SAFE TIER I	(55.88)
9007684	10/6/2023	WELLS FARGO BANK	PPE 10/01/2023		001-0000-204.10-00	PAYROLL PPE 10/01/23 PD 10/06/23	598,344.71
9007685	10/10/2023	ROMO PLANNING GROUP, INC.	2023-03		001-0000-224.41-00	PLANNING SERVCS 3/05-4/01	1,700.00
					001-2800-311.27-41	PLANNING SERVCS 3/05-4/01	(1,700.00)
					001-2800-441.33-41	PLANNING SERVCS 3/05-4/01	1,700.00
				030645	001-2800-441.33-41	PLANNING SERVCS 3/05-4/01	7,500.00
			2023-04		001-0000-224.41-00	PLANNING SERVCS 4/02-4/29	300.00
					001-2800-311.27-41	PLANNING SERVCS 4/02-4/29	(300.00)
					001-2800-441.33-41	PLANNING SRVC 4/02-4/29	300.00
				030645	001-2800-441.33-41	PLANNING SRVC 4/02-4/29	6,500.00
			2023-05		001-0000-224.41-00	PLANNING SRVC 4/30-6/06	1,752.50
					001-2800-311.27-41	PLANNING SRVC 4/30-6/06	(1,752.50)
					001-2800-441.33-41	PLANNING SRVC 4/30-6/06	(1,400.00)
					002-0000-112.29-00	PLANNING SRVC 4/30-6/06	800.00
					002-0000-222.30-35	PLANNING SRVC 4/30-6/06	600.00
					002-2800-361.41-02	PLANNING SRVC 4/30-6/06	(1,400.00)
					002-2800-441.33-11	PLANNING SRVC 4/30-6/06	1,400.00
				030645	001-2800-441.33-41	PLANNING SRVC 4/30-6/06	18,975.00
9007686	10/10/2023	CA. ST. PUBLIC EMPLOYEES	100000017293569		001-0000-204.31-00	BL SHIELD ACCESS OCTOBER 2023	16,833.00
						BL SHIELD TRIO OCTOBER 2023	69,191.77
						BL SHIELD TRIO OCTOBER 2023 (RETRO)	4,101.23
						HLTHNET SALUD Y MAS OCTOBER 2023	606.34
						KAISER HMO OCTOBER 2023	60,823.94
						KAISER HMO OCTOBER 2023 (RETRO)	(754.64)
						PERS GOLD OCTOBER 2023	9,116.95
						PERS GOLD OCTOBER 2023 (RETRO)	(3,537.92)
						PERS PLATINUM OCTOBER 2023	3,970.36
						UNITED HLTH ALLIANCE HMO OCTOBER 2023	790.46
					001-1300-412.15-52	PA BILLING ER SHARE-RETIR OCTOBER 2023	8.00
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE OCTOBER 2023	515.65
					001-1300-412.41-19	ADMIN FEE FOR RETIRED OCTOBER 2023	21.21
9007687	10/10/2023	CA. ST. PUBLIC EMPLOYEES	100000017293581		001-0000-204.31-00	BL SHIELD ACCESS OCTOBER 2023	1,919.55
						BL SHIELD TRIO OCTOBER 2023	3,439.74
						PERS PLATINUM OCTOBER 2023	992.59
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE OCTOBER 2023	20.33

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007688	10/10/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP23		001-0000-201.10-00	AMERIGLO SALES TAX	(4.65)
						MEGATRONICS INTERNATIO SALES TAX	(23.15)
						NATIONALIMPRINT.NET SALES TAX	(202.97)
						RADIOPARTS.COM SALES TAX	(7.38)
						RANGE TIME SALES TAX	(141.50)
					001-1000-411.23-05	CAROLS KITCHEN SILVER JUBILEE C WALLACE	77.40
						CAROLS KITCHEN SILVER JUBILEE FLYNN	77.55
						CAROLS KITCHEN SILVER JUBILEE GONZALES	77.39
						INLANDEEVENT TICKET ECONOMIC HORIZON 2023	125.00
						SAN JACINTO SOTC-C WALLACE	65.00
						SAN JACINTO SOTC-FLYNN	65.00
						SANJACINTO SERVFEE SOTC-C WALLACE	4.00
						SANJACINTO SERVFEE SOTC-FLYNN	4.00
					001-1000-411.36-07	JOHNNY RUSSO ITALIAN KITC MEALS-COUNCIL MTG	129.98
					001-1200-412.23-03	APPLE.COM/BILL ICLOUD STORAGE	0.99
						CANVA DESIGN SOFTWARE SUB	119.40
						EIG CM NEWSLETTER	110.00
					001-1200-412.23-05	CHAMBER CA COB SUNRISE SCHULZE	25.00
						KAFE ROYALE MAYOR&CM BRKFST	20.88
					001-1200-412.41-46	ETSY.COM-ABPRODUCTSANDS CENTERPIECES-SOTC	290.93
					001-1210-412.23-05	CHAMBER CA COB SUNRISE M LOPEZ	25.00
					001-1220-412.23-05	CHAMBER CA COB SUNRISE A RILEY	25.00
					001-1300-412.23-01	CANVA FLYER CREATION	12.99
					001-1300-412.23-03	ZOOM.US ANNUAL SUB-HR	149.90
					001-1300-412.36-00	AMZN MKTP US REUSABLE TENT CARDS	21.54
						DONUT FACTORY DONUTS-BENEFIT FAIR	30.65
						DONUT FACTORY INTERVIEW PANEL	20.20
						LAVILLABURGERS BUYER INTERVIEW	45.75
						PANERA BREAD INTERVIEW PANEL	48.50
						PIZZAHUT LUNCH-BENEFIT FAIR	85.39
						SMART AND FINAL SNACKS-BENEFIT FAIR	41.02
						STARBUCKS STORE COFFEE-BENEFIT FAIR	40.00
						SUBWAY INTERVIEW PANEL	74.73
					001-1400-412.23-03	NAP PARLIAMENTARIANS MEMBER	63.00
					001-1400-412.23-05	COURTYARD RIVERSIDE CLERKS TRAINING 9/12-15	764.24
						PARKMOBILE PARKING PASS 9/12/23	13.00
						PARKMOBILE PARKING PASS 9/13/23	13.00
						PARKMOBILE PARKING PASS 9/14/23	13.00
						PARKMOBILE PARKING PASS 9/15/23	13.00
					001-1400-412.23-06	MINDEDGE, INC TRAINING REGISTRATION	199.00
						VCU WEB OCPE ATHENIAN DIALOGUE	200.00
					001-1400-412.36-00	MCA DIRECT MUNI ELECTION HNDBK 24	271.60
					001-1910-412.23-05	NAT PROCUREMENT INST NPI CONF 10/9-10/11/23	825.00
						RESERVATIONS.COM NPI CONF HOTEL	664.44
						WWW.RESERVATIONS.COM NPI CONF HOTEL 10/8-11	58.37
					001-1910-412.36-00	WM SUPERCENTER MARKERS-RETENTION BOXES	9.03
					001-2060-446.23-03	NEWSPAPERS.COM ANNUAL SUBSCRIPTION	74.90
						YOUTUBEPREMIUM YOUTUBE SUB	13.99
					001-2060-446.33-11	SMK SURVEY SOFTWARE	349.00
					001-2060-446.36-00	ETSY.COM-UNEEKSUPPLY SAFE VESTS-GARSIDE&RILEY	53.38
					001-2200-421.23-06	AYRES SUITES $50 HOLD INCIDENTALS	50.00
						AYRES SUITES $50 INCIDENTALS-REF	(50.00)
						AYRES SUITES DISCREPANCY-SMITH	(0.05)
						BEN CLARK 10/10 STRATEGIC COMM REZENDES	290.46
						BEN CLARK 10/19 FIREARMS SPEERS	210.12

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007688	10/10/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP23		001-2200-421.23-06	BEN CLARK 10/19 FIREARMS WALKER	210.12
						BEN CLARK 10/19 NOTTINGHAM - FIREARMS	210.12
						BEN CLARK 10/19 PSP TRAINING-HIXSON	210.12
						BEN CLARK 10/19 PSP TRAINING-NOLLETTE	210.12
						BEN CLARK 11/1 LOERA- USE OF FORCE	163.77
						BEN CLARK 11/1 MENDOZA- USE OF FORCE	163.77
						BEN CLARK 11/1 MUNOZ USE OF FORCE	163.77
						BEN CLARK 11/1 USE OF FORCE AUER	163.77
						BEN CLARK 11/1 USE OF FORCE CAMPA	163.77
						BEN CLARK 11/1 USE OF FORCE JAUREGUI	163.77
						BEN CLARK 11/1 USE OF FORCE MIXON	163.77
						BEN CLARK 11/1 USE OF FORCE NOLLETTE	163.77
						BEN CLARK 11/1 USE OF FORCE SPEERS	163.77
						BEN CLARK 11/15 USE OF FORCE ROEBUCK	163.77
						BEN CLARK 11/28 AUER PSP STRATEGIC COMM	290.46
						BEN CLARK 11/28 MENDOZA-STRATEGIC COMM	290.46
						BEN CLARK 11/28 MIXON- STRATEGIC COMM	290.46
						BEN CLARK 11/28 NIETO- STRATEGIC COMM	290.46
						BEN CLARK 11/28 STRATEGIC COMM CAMPA	290.46
						BEN CLARK 11/28 STRATEGIC COMM HUBBURT	290.46
						BEN CLARK 11/28 STRATEGIC COMM OERTEL	290.46
						BEN CLARK 11/28 STRATEGIC COMM VACA	290.46
						BEN CLARK 11/28 SWITHENBANK STRATEGIC	290.46
						BEN CLARK 11/7 IA INVEST JAUREGUI	379.04
						BEN CLARK 11/7 IA INVEST S AVILA	379.04
						BEN CLARK 11/7 IA INVESTIGATION MUNOZ	379.04
						BEN CLARK 11/8 NIETO- USE OF FORCE	163.77
						BEN CLARK 11/8 OERTEL- USE OF FORCE	163.77
						BEN CLARK 11/8 USE OF FORCE HUBBURT	163.77
						BEN CLARK 11/8 USE OF FORCE REZENDES	163.77
						BEN CLARK 11/8 USE OF FORCE SWITHENBANK	163.77
						BEN CLARK 12/5 LOERA STRATEGIC COMM	290.46
						BEN CLARK 12/5 MUNOZ STRATEGIC COMM	290.46
						BEN CLARK 12/5 ROEBUCK-STRATEGIC COMM	290.46
						BEN CLARK 12/5 STRATEGIC COMM JAUREGUI	290.46
						BEN CLARK 12/5 STRATEGIC TERMONFILS	290.46
						BEN CLARK 2/20 IA INVEST LOERA	379.04
						BEN CLARK 2/5 FTO MIXON	275.01
						BEN CLARK 9/11-13 CANCELED FTO JIMENEZ	(184.00)
						BEN CLARK 9/21 NOLLETTE- ARREST & CONTRO	163.77
						BEN CLARK 9/21 SPEERS ARREST & CONTROL	163.77
						BEN CLARK 9/26 ARREST & CONTROL CAMPA	163.77
						CPOA 9/12-13 LEADING PROF EMP S AVILA	200.00
						OC SHERIFFS 9/13 CPR INSTRUCTOR MIXON	50.00
						PEPPERBALL 10/5-6 PEPPERBALL MUNOZ.	549.00
						TOWNEPLACE SUITES VACA OIS SUPERVISORS	542.07
					001-2200-421.30-05	BLACK AND WHITE EMERG REMOVAL CAMERA SYS	1,656.00
						STATEWIDE TOWING BANNING FLAT TIRE-JAUREGUI	125.00
						STATEWIDE TOWING BANNING TOWING FEE-SWITHENBANK	661.00
					001-2200-421.36-00	ACME WORKPLACE SAFETY 1ST AID CABINETS&SUPPLIES	804.89
						BUTTERFIELD FLORIST FLOWERS PD VOLUNTEER FAMI	71.93
						HOBBY-LOBBY FRAMES DEPT AWARDS	113.11
						NATIONALIMPRINT.NET SUPPLIES-COMM EVENTS	3,103.97
						PVP COMMUNICATIONS HELMET-CAMPA	1,060.26
						RADIOPARTS.COM HT CORD-MOTOROLA MIC	102.65

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007688	10/10/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP23		001-2200-421.36-00	SHARISBERRIES.COM SYMPATHY FLOWERS MUNOZ	98.02
						TOWN SQUARE FLORIST FLOWERS JIMENEZ & FAMILY	86.72
					001-2200-421.36-01	AMERIGLO SUPPLIES-RANGE STAFF	74.65
						C&H PRECISION WEAPONS SUPPLIES-RANGE STAFF	184.77
						MIDWAYUSA COM SUPPLIES-RANGE STAFF	588.12
						RANGE TIME SUPPLIES-RANGE STAFF	1,967.37
						SAFARILAND SUPPLIES-RANGE STAFF	302.24
					001-2200-421.36-04	V AND V MANUFACTURING BADGES THESIER & LOADER	764.62
					001-2200-421.36-07	ALBERTSONS DRINKS-CHIEFS MEETING	71.38
						DONUT DE LITE ARCCOPS MEETING	27.98
						DONUT DE LITE CHIEFS MEETING	27.98
					001-2300-424.36-00	THE HOME DEPOT REFRIGERATOR FOR ACO	133.33
						ULINE SUPPLIES-ACO	272.44
					001-2740-442.23-05	GROOME TRANSPORTATION CACEO CONF 11/7-9	157.00
					001-4000-461.23-03	SPOTIFY MUSIC-COMM CENTER	10.99
						WHENIWORK.COM SCHEDULING APP	137.50
					001-4000-461.36-00	SMART AND FINAL WATER & GATORADE FOR VOL	23.39
					001-4000-461.36-09	BIG 5 SPORTING GOODS JERSEYS FOR YOUTH SPORTS	53.85
						DICKS SPORTING GOODS JERSEYS FOR YOUTH SPORTS	43.48
					001-4000-461.42-31	PANERA BREAD LUNCH-LA JOLLA OEP TRIP	885.54
					001-4050-461.36-00	DOLLAR TREE BINGO SUPPLIES	129.00
					001-5400-446.41-36	BANNERS.COM STAGECOACH DAYS-SUPPLY	394.94
						BEAUMONT DO IT BEST STAGECOACH DAYS-SUPPLY	109.84
						CHERRY VALLEY FEED STRAW FOR KIDS ZONE	1,449.24
						DOLLAR TREE TENNIS BALLS-KIDS ZONE	10.68
						LITHOPASS PRINTING GOLDFISH VOUCHERS	30.00
						MOSS GRILLS LLC VILLAGE VOLUNTEERS	184.00
						RITE AID SUNBLOCK-STAGECOACH	15.61
						SMART AND FINAL WATER & GATOR VOL/STAFF	49.86
						THE HOME DEPOT STAGECOACH DAYS-SUPPLY	193.81
					001-5400-446.41-86	SMART AND FINAL SNACKS-HISPANIC HERITAGE	62.94
					222-0001-410.90-55	WAYFAIR COFFEE TABLE-CM SUITE	301.69
					660-6300-471.36-07	BANNING SIZZLER LUNCH-INTERVIEWS	88.71
					670-0000-116.21-00	SAMS CLUB PERSONAL ERROR YOUNG	53.59
						SAMS CLUB RENEWAL PERSONAL ERROR YOUNG	119.63
					670-7000-473.23-04	FEDEX RELAYS FOR REPAIRS	24.82
						FEDEX SENT TO REAVIS	24.64
					670-7000-473.23-05	AMERICAN AIR 09/24-28 MISGHINA SURVALENT CONF	520.40
						CHAMBER CA COB SUNRISE ROBINSON	25.00
						CHAMBER CA COB SUNRISE YOUNG	25.00
						DELTA AIR 10/16-20 SORIANO-REAVIS CONF	497.79
						DELTA AIR 10/16-20 UTLEY-REAVIS CONF	497.79
						EXPEDIA 10/16-20 SORIANO-REAVIS CONF	738.49
						EXPEDIA 10/16-20 UTLEY-REAVIS CONF	738.49
					670-7000-473.36-00	FAST 5 XPRESS BEAUMONT CAR WASH	39.99
						SAMSCLUB.COM SUPPLIES FOR BREAKROOM	80.91
					670-7000-473.45-05	TRACTOR SUPPLY ALOLA SUBSTATION MAINT	269.27
					675-7020-473.23-03	NETWORK SOLUTIONS LLC SECURE XPRESS	12.98
					675-7020-473.23-06	JERSEY MIKES ONLINE ORDE LUNCH MEETING	71.75
					675-7020-473.36-00	4IMPRINT, INC FOLDERS	263.02
						HARBOR FREIGHT TOOLS SUPPLIES-PUBLIC BENEFITS	670.59
					675-7020-473.41-46	DOLLAR TREE SUPPLIES-BOWL CONCERT	20.20
						PANERA BREAD MARKETING MEETING	40.86
					675-7020-473.42-29	JUAN POLLO STAGECOACH DAYS	94.80
						MAD DOGZ HOTDOGS CONCERT VOLUNTEERS	28.00

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007688	10/10/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP23		675-7020-473.42-29	SMART AND FINAL SNACKS-VOL STAGECOACH	97.74
						SMART AND FINAL SUPPLIES-STAGECOACH	65.13
						SUMUP IGNACIO ENRIQUEZ CONCERT VOLUNTEERS	45.36
						TUSCANOS PIZZA & PASTA STAGECOACH DAYS	221.16
					675-7020-473.42-83	PROJECT ENERGY SAVERS LLC EDUCATION/INSTRUCTION	4,077.09
					702-3800-480.30-05	PASS AUTO CENTER #10 ALIGNMENT	80.00
					702-3800-480.30-06	MASKELL RIGGING & EQU REEL PULLER CABLE EYELET	51.17
						MASKELL RIGGING & EQU WIRE FOR CABLE PULLER	911.94
					702-3800-480.36-00	COSTCO WHSE BREAKROOM COFFEE	35.99
					702-3800-480.38-52	EBAY VEHICLE GATEWAY CABLE	64.65
						MEGATRONICS INTERNATIO ELEC KEYS-FUEL SYS	321.90
					703-3700-480.36-00	PDQ.COM REFUND	(450.00)
					810-9700-490.90-59	PDQ.COM CREDIT DUPLICATE INV	(1,275.00)
						RITE AID DRUG TEST CUP	30.16
						SHELL OIL CAR WASH	10.99
						SMART AND FINAL TOILET PAPER-OPP VILL	56.01
						WABA GRILL MEAL-OPP VILL CREW	66.23
9007689	10/10/2023	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 10/01/2023		001-0000-204.12-00	STATE INCOME TAX PPE 10/01/23 PD 10/06/23	44,215.55
9007690	10/10/2023	INTERNAL REVENUE SERVICE	PPE 10/01/2023		001-0000-204.11-00	FEDERAL INCOME TAX PPE 10/01/23 PD 10/06/23	101,917.05
					001-0000-204.13-00	ADD'L MEDICARE PPE 10/01/23 PD 10/06/23	149.17
						FICA MEDICARE/REGULAR PPE 10/01/23 PD 10/06/23	131,695.52
9007691	10/10/2023	TASC	PPE 10/01/2023		001-0000-204.80-15	TASC NESP PPE 10/01/23 PD 10/06/23	1,489.58
9007692	10/11/2023	WELLS FARGO BANK	PPE 10/01/2023		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 10/01/23 PD 10/06/23	400.00
9007693	10/11/2023	CALPERS 457 PLAN - 450260	PPE 10/01/2023		001-0000-204.16-00	457 LOAN PAYMENTS PPE 10/01/23 PD 10/06/23	6,538.12
						457 PRE TAX CONTRIBUTIONS PPE 10/01/23 PD 10/06/23	30,491.88
						457 ROTH CONTRIBUTIONS PPE 10/01/23 PD 10/06/23	400.00
9007694	10/13/2023	CORPORATION SERVICE COMPANY	8345718-101123		001-1400-412.23-07	PROCESSING FEES (3) RIV CO RECORDER OFFICE	18.00
					001-2740-442.23-07	LIEN RELEASE APN 541-260-013	20.00
						LIEN RELEASE APN 541-260-022	20.00
						LIEN RELEASE APN 541-300-010	20.00
9007695	10/19/2023	ROMO PLANNING GROUP, INC.	2023-06		001-0000-224.41-00	PLAN SERV 06/4/-07/01/23	1,100.00
					001-2800-311.27-41	PLAN SERV 06/4/-07/01/23	(1,100.00)
					001-2800-441.33-41	PLAN SERV 06/4/-07/01/23	1,100.00
				030645	001-2800-441.33-41	PLAN SERV 06/4/-07/01/23	18,752.50
			2023-07		001-0000-224.41-00	PLAN SERV 07/2/-08/05/23	400.00
					001-2800-311.27-41	PLAN SERV 07/2/-08/05/23	(400.00)
					001-2800-441.33-41	PLAN SERV 07/2/-08/05/23	(600.00)
					002-0000-222.30-35	PLAN SERV 07/2/-08/05/23	600.00
					002-2800-361.41-02	PLAN SERV 07/2/-08/05/23	(600.00)
					002-2800-441.33-41	PLAN SERV 07/2/-08/05/23	600.00
				030645	001-2800-441.33-41	PLAN SERV 07/2/-08/05/23	34,692.50
			2023-08	030645	001-2800-441.33-41	PLAN SERV 08/6/-09/02/23	13,850.00
9007696	10/19/2023	CORPORATION SERVICE COMPANY	8345718-101723		001-1400-412.23-07	PROCESSING FEES (2) RIV CO RECORDER OFFICE	12.00
9007697	10/20/2023	WELLS FARGO BANK	PPE 10/15/2023		001-0000-204.10-00	PAYROLL PPE 10/15/23 PD 10/20/23	614,173.66
9007698	10/23/2023	CLA-VAL	872474	032574	660-6300-471.45-08	WELL C5	11,173.46
			876162	032574	660-6300-471.45-08	WILLIAMS PARK, SERVICE	1,809.98
			876163	032574	660-6300-471.45-08	DYSART PARK	2,316.83
			876175	032574	660-6300-471.45-08	SYLVAN PARK	805.86
			876176	032574	660-6300-471.45-08	REPPLIER PARK IRRIGATION	1,524.70
			CR0005030759	032574	660-6300-471.45-08	CREDIT MEMO - ORDERED 2X	(1,321.02)
9007699	10/23/2023	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 10/15/2023		001-0000-204.12-00	STATE INCOME TAX PPE 10/15/23 PD 10/20/23	43,579.12
9007700	10/23/2023	INTERNAL REVENUE SERVICE	PPE 10/15/2023		001-0000-204.11-00	FEDERAL INCOME TAX PPE 10/15/23 PD 10/20/23	97,160.05
					001-0000-204.13-00	ADD'L MEDICARE PPE 10/15/23 PD 10/20/23	291.78
						FICA MEDICARE/REGULAR PPE 10/15/23 PD 10/20/23	124,068.14
9007701	10/23/2023	TASC	PPE 10/15/2023		001-0000-204.80-15	TASC NESP PPE 10/15/23 PD 10/20/23	1,489.58

City of Banning
Warrant List Detail October 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007702	10/25/2023	WELLS FARGO BANK	PPE 10/15/2023		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 10/15/23 PD 10/20/23	400.00
9007703	10/25/2023	CA. ST. BOARD OF EQUAL. - FUEL	SEP 2023		702-3800-480.41-04	UNDERGROUND STORAGE TANK QTR END SEP 2023	627.00
9007704	10/25/2023	CALPERS 457 PLAN - 450260	PPE 10/15/2023		001-0000-204.16-00	457 LOAN PAYMENTS PPE 10/15/23 PD 10/20/23	6,400.06
						457 PRE TAX CONTRIBUTIONS PPE 10/15/23 PD 10/20/23	30,649.24
						457 ROTH CONTRIBUTIONS PPE 10/15/23 PD 10/20/23	400.00
9007705	10/26/2023	INTERNAL REVENUE SERVICE	MC 10/24/2023		001-0000-204.11-00	FEDERAL INCOME TAX TERM CK 10/24/2023	32.73
					001-0000-204.13-00	FICA MEDICARE/REGULAR TERM CK 10/24/2023	288.92
9007706	10/27/2023	CA. ST. EMPLOYMENT DEV. DEPT.	MC 10/24/2023		001-0000-204.12-00	STATE INCOME TAX TERM CK 10/24/2023	35.74
9007707	10/31/2023	CA. ST. BOARD OF EQUALIZATION	2024-QTR 1		001-0000-201.10-00	SALES & USE TAX RETURN FY2024 QTR 1	421.00
9007708	10/31/2023	CA. ST. PUBLIC EMPLOYEES	PPE 10/01/2023		001-0000-204.20-00	PERS ADJ-MISC TIER I/II MOU BONUS REFUND (EE)	3,575.00
						PERS ADJ-MISC TIER I/II MOU BONUS REFUND (ER)	4,599.00
						RETIREMENT BENEFITS PPE 10/01/23 PD 10/06/23	148,745.68
						PERS ADJ-MISC PEPRA	71.99
						PERS ADJ-SAFE PEPRA	(1,866.52)
Grand Total							**10,012,382.88**

Less Voided / Reissued Checks from Prior Period	**-**
Less Voided Checks Prior Period	**(81.00)**
Add Payroll Checks	**10,127.24**
Total Remittance for Month	**10,022,429.12**

Voided Checks

October 2023

Date	Check	Vendor #	Reason		Amount	Check	Vendor #	Amount
10/12/2023	188593	8371	class canceled	$	17.00			
10/12/2023	188760	8371	class canceled	$	48.00			
10/12/2023	188761	8371	class canceled	$	16.00			
TOTALS				**$**	**81.00**			**$0.00**

Payroll

October 2023

Start	End	Date	Description		Check Total
13268	13283	10/6/2023	Warrant Register	$	4,363.74
13284	13297	10/20/2023	Warrant Register	$	4,199.14
13298	13298	10/24/2023	Warrant Register	$	1,564.36
TOTALS				**$**	**10,127.24**
	CHECKS USED	**31**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13268	.00
	UNITED STATES TREASURY		13269	125.50
	CALIF. STATE DISBURSEMENT UNIT		13270	427.38
	CALIF. STATE DISBURSEMENT UNIT		13271	161.07
	CALIF. STATE DISBURSEMENT UNIT		13272	1,348.15
	ESTHER A SWITHENBANK		13273	325.00
	TRACY YOUNGBLOOD		13274	223.39
	TEXAS CHILD SUPPORT SDU		13275	642.92
4000-461	BARON, BYRON	178	13276	360.07
4000-461	MONTES, ALEXIS D	5374	13277	75.40
4000-461	SCARRY, COLE	7674	13278	143.25
4000-461	SMITH, ANIA I	7896	13279	60.32
4010-461	SILVA, NESTOR C	177	13280	67.46
4010-461	THOMPSON, TAJA N	8363	13281	79.37
	CALIF. STATE DISBURSEMENT UNIT		13282	69.23
	CALIF. STATE DISBURSEMENT UNIT		13283	255.23
	Total Checks -		16	4,363.74

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13284	.00
	UNITED STATES TREASURY		13285	125.50
	CALIF. STATE DISBURSEMENT UNIT		13286	427.38
	CALIF. STATE DISBURSEMENT UNIT		13287	161.07
	CALIF. STATE DISBURSEMENT UNIT		13288	1,348.15
	ESTHER A SWITHENBANK		13289	325.00
	TRACY YOUNGBLOOD		13290	223.39
	TEXAS CHILD SUPPORT SDU		13291	642.92
4000-461	BARON, BYRON	178	13292	248.23
4000-461	MONTES, ALEXIS D	5374	13293	75.40
4000-461	SCARRY, COLE	7674	13294	218.65
4010-461	SILVA, NESTOR C	177	13295	67.46
	CALIF. STATE DISBURSEMENT UNIT		13296	255.23
	CALIF. STATE DISBURSEMENT UNIT		13297	80.76
	Total Checks -		14	4,199.14

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

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
13298	99001	ARMANDO MARTINEZ	10/24/2023	1,564.36		00	OUTSTANDING	

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

NO. OF CHECKS: 1 CHECKS OUTSTANDING 1,564.36 ***
OUTSTANDING CHECKS: 1 RECONCILED CHECKS: VOID CHECKS:
1,564.36 .00 .00 .00

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT

NO. OF CHECKS: 1 TOTAL CHECKS 1,564.36 ***
OUTSTANDING CHECKS: 1 RECONCILED CHECKS: VOID CHECKS:
1,564.36 .00 .00 .00

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**A'ja Wallace,**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Receive and File Cash, Investments and Reserve Report for the Month of October 2023**

RECOMMENDATION:

Receive and file Cash, Investment and Reserve Report for October 2023 on this day, December 12, 2023, in accordance with California Government Code 53646. The City's investment portfolio is compliant with its Investment Policy and Pooled Cash is expected to meet all disbursement requirements for the next six months.

BACKGROUND:

The City has historically reported fund balance classifications as cash restrictions. They are separate items and have independent restrictions. In the classification of "Restricted Funds" above, staff have listed all cash citywide that meets the definition of Restricted Cash and Investments per Generally Accepted Accounting Principles in the United States (GAAP). The Committed, Assigned, and Reserved Fund restrictions are only restrictions on Fund Balances, not Cash. Going forward, staff will present the investment report considering only Restricted and Unrestricted Cash and Investments. Those are the only two classifications for cash according to Government Accounting Standard (GASB) 34 - Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments.

JUSTIFICATION:

See attachments for the City's Investment portfolio for the month of October.

FISCAL IMPACT:

No fiscal Impact

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Attachment 1-Monthly Cash and Investment Report October 2023.pdf
1. Attachment 2-Investment Report October 2023.pdf
2. Attachment 3- City of Banning Broker Report October 2023.pdf
3. Attachment 4-LAIF Market Valution October 2023.pdf
4. Attachment 5-PMIA-LAIF Performance Report October 2023.pdf

City of Banning
Monthly Cash and Investment Report for the Month Ended October 31, 2023

Cash & Investments Institution/Investment Type	September 2023 Balance	October 2023 Balance
UNRESTRICTED CASH AND INVESTMENTS		
Funds Under Control of the City:		
Petty Cash / Cash on Hand	$ 4,055.00	$ 4,055.00
	$ 4,055.00	**$ 4,055.00**
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$ 4,636,266.93	$ 6,273,345.13
Bank of America - Parking Citations - XXXXXXXX 8776	$ 140,659.58	$ 141,609.78
Bank of America - Airport Visa - XXXXXXXX 7548	$ 531,557.43	$ 545,856.20
Bank of America - CNG Charge Acct XXXXXXXX 5594	$ 79,755.00	$ 79,634.20
	$ 5,388,238.94	**$ 7,040,445.31**
See Investment Report for Details of the following Investments:		
State of California, Local Agency Investment Fund	**$ 22,722,955.50**	**$ 17,963,954.32**
% of Investments in LAIF	**53%**	**47%**
US Bank		
City of Banning Custody Account XXXXX6000	**$ 20,346,920.47**	**$ 20,346,920.47**
Total Unrestricted Cash and Investments	**$ 48,462,169.91**	**$ 45,355,375.10**

Cash & Investments	September 2023	October 2023
RESTRICTED CASH AND INVESTMENTS		
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$ 835,486.32	$ 838,779.02
2019 Wastewater Revenue Bond - 254226002	$ 230,032.25	$ 345,034.14
2019 Wastewater Revenue Bonds 254226000	$ 1.69	$ -
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$ 2,502,765.15	$ 2,502,806.98
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$ 2,525.21	$ 1,586,666.21
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$ 709,455.07	$ 712,251.07
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$ 4,727.66	$ 4,746.29
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$ 7,687,092.15	$ 7,687,123.74
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	$ 2,428,543.76	$ 2,428,543.76
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-789582001	$ -	$ -
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-789582003	$ 186,056.05	$ 186,056.81
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund- 277166004 Market Value	$ 2,205,497.50	$ 2,205,497.50
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$ -	$ -
PERMA Member Trust Account xxx-xxxx-101.12-00		$ 3,269,665.34
CAISO - City of Banning XXXXX6994	$ 121,509.84	$ 122,067.23
City of Banning - XXXXX5920 - RPU	$ 1,062,056.84	$ 1,269,312.46
Cash with Fiscal Agents - US Bank	**$ 17,975,749.49**	**$ 23,158,550.55**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund (added to report as of January 2020)	**$ 1,426,383.97**	**$ 1,328,594.33**
Total Restricted Cash and Investments	**$ 19,402,133.46**	**$ 24,487,144.88**
Grand Total Cash and Investments	**$ 67,864,303.37**	**$ 69,842,519.98**

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

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

Lincoln Bogard

Lincoln Bogard, Macc, CPA, CFE
Administrative Services Director

City of Banning
Report of Investments
October 2023

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Rating	Moodys Rating	Maturity Duration	Par	Market Yield	Market Price	Market Value/Accrued Int	Percentage of Investments
State of California, Local Agency Investment Fund											
	City of Banning	Pooled Investment	N/A	N/A	N/A		$ 17,963,954.09	3.670	100.41145	$ 18,037,867.39	46.6%
	Successor Agency	Pooled Investment	N/A	N/A	N/A		$ 0.23	3.670	100.41145	$ 0.23	0.0%
							$ 17,963,954.32			**$ 18,037,867.62**	**46.6%**
US Bank- Broker Chandler Asset Management											
Government Agencies											
	Total ABS	Asset-Backed Securities	Various	AAA	Aaa	2.17	$ 540,000.00	5.710	99.625	$ 537,973.97	1.40%
	Total Agency	Federal Agencies	Various	AA+	Aaa	1.58	$ 15,000,000.00	5.470	95.656	$ 14,348,428.00	39.0%
	Total CMO	Collateralized Mortgage Obligation	3137FGZT5	AAA	Aaa	4.12	$ 200,000.00	5.400	94.305	$ 188,610.73	0.5%
	Total Corporate	Corporate	Various	A+	A1	2.35	$ 2,250,000.00	5.510	97.710	$ 2,198,471.98	5.8%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAA	Aaa	0.00	$ 185,234.49	4.820	100.000	$ 185,234.49	0.5%
	Total Supranational	Supranational Obligations	Various	AAA	Aaa	4.19	$ 250,000.00	4.790	98.916	$ 247,289.38	0.6%
	Total US Treasury	US Treasuries	Various	AA+	Aaa	1.68	$ 2,120,000.00	5.260	98.773	$ 2,093,995.10	5.5%
							$ 20,545,234.49			**$ 19,800,003.65**	**53.4%**
Total Investments							**$ 38,509,188.81**			**$ 37,837,871.27**	**100.0%**

**** See page 4-6 of Broker report for details by category***

City of Banning - Account #11089

MONTHLY ACCOUNT STATEMENT

OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

Custodian
US Bank
Kathleen Connelly
303-585-4591

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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

City of Banning

Account #11089

Portfolio Summary

As of October 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.68
Average Coupon	2.85%
Average Purchase YTM	3.17%
Average Market YTM	5.45%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.00 yrs
Average Life	1.78 yrs

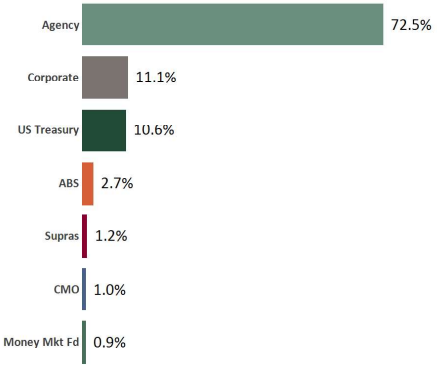
ACCOUNT SUMMARY

	Beg. Values as of 9/30/23	End Values as of 10/31/23
Market Value	19,561,676	19,750,925
Accrued Interest	163,826	49,079
Total Market Value	**19,725,502**	**19,800,004**
Income Earned	52,878	53,628
Cont/WD		0
Par	20,376,955	20,545,234
Book Value	20,302,907	20,471,283
Cost Value	20,274,085	20,445,471

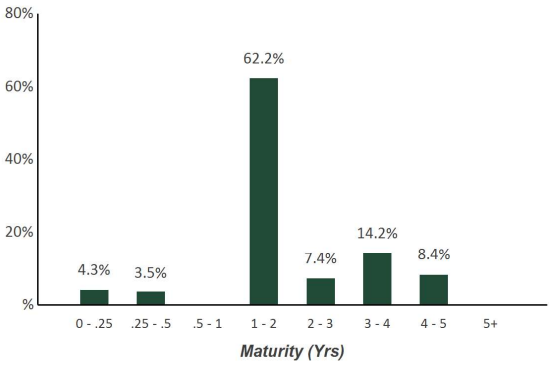
TOP ISSUERS

Federal Home Loan Bank	58.4%
Federal Home Loan Mortgage Corp	15.0%
Government of United States	10.6%
Caterpillar Inc	2.5%
Amazon.com Inc	2.4%
Exxon Mobil Corp	2.4%
Toyota Motor Corp	1.3%
Intl Bank Recon and Development	1.2%
Total	**93.9%**

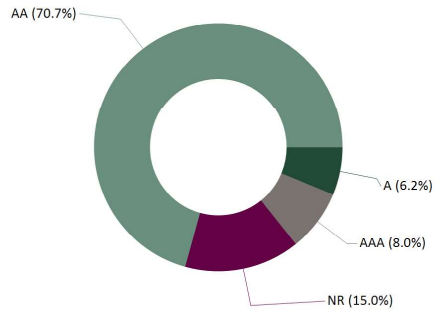
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**6/30/2023**
City of Banning	0.38%	0.91%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-3 Yr US Treasury & Agency Index	0.34%	0.73%	N/A	N/A	N/A	N/A	N/A	N/A	N/A

This page has been left intentionally blank for reporting purposes

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	45,000.00	08/08/2023 5.45%	44,994.60 44,995.09	99.10 5.98%	44,593.83 73.98	0.23% (401.26)	NR / AAA AAA	3.06 1.68
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.47% Due 2/25/2028	40,000.00	07/11/2023 5.54%	39,992.91 39,993.52	99.61 5.82%	39,844.12 36.47	0.20% (149.40)	NR / AAA AAA	4.32 1.36
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	195,000.00	09/12/2023 5.55%	194,986.60 194,987.04	99.57 5.74%	194,162.87 474.93	0.98% (824.17)	Aaa / NR AAA	4.54 2.16
36267KAD9	GM Financial Securitized Term 2023-3 A3 5.45% Due 6/16/2028	45,000.00	07/11/2023 5.51%	44,998.26 44,998.40	99.52 5.83%	44,785.85 102.19	0.23% (212.55)	Aaa / AAA NR	4.63 1.48
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	215,000.00	09/12/2023 5.29%	214,990.39 214,990.77	99.26 5.58%	213,399.97 499.76	1.08% (1,590.80)	NR / AAA AAA	4.88 2.59
Total ABS		**540,000.00**	**5.43%**	**539,962.76** **539,964.82**	**5.71%**	**536,786.64** **1,187.33**	**2.72%** **(3,178.18)**	**Aaa / AAA** **AAA**	**4.54** **2.17**
AGENCY									
3130ARFY2	FHLB Callable Note 1X 4/14/2023 3% Due 4/14/2025	3,000,000.00	04/14/2022 3.00%	3,000,000.00 3,000,000.00	96.73 5.36%	2,901,954.00 4,250.00	14.68% (98,046.00)	Aaa / AA+ NR	1.45 1.40
3130ARGD7	FHLB Callable Note Qtrly 7/14/2022 3% Due 4/14/2025	3,000,000.00	04/14/2022 3.00%	3,000,000.00 3,000,000.00	97.48 5.50%	2,924,322.00 4,250.00	14.79% (75,678.00)	Aaa / AA+ NR	1.45 1.39
3130ARNR8	FHLB Callable Note Qtrly 7/29/2022 3.5% Due 4/29/2025	3,000,000.00	04/29/2022 3.50%	3,000,000.00 3,000,000.00	98.82 5.92%	2,964,663.00 583.33	14.98% (35,337.00)	Aaa / AA+ NR	1.50 0.48
3134GW6Z4	FHLMC Callable Note Ann 10/29/2021 0.48% Due 5/29/2025	3,000,000.00	10/30/2020 0.48%	3,000,000.00 3,000,000.00	92.68 5.37%	2,780,442.00 80.00	14.04% (219,558.00)	Aaa / NR AA+	1.58 1.53
3130ARF55	FHLB Callable Note Qtrly 3/30/2023 2.6% Due 3/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	92.04 5.17%	2,761,167.00 6,716.67	13.98% (238,833.00)	Aaa / AA+ NR	3.41 3.20
Total Agency		**15,000,000.00**	**2.52%**	**15,000,000.00** **15,000,000.00**	**5.47%**	**14,332,548.00** **15,880.00**	**72.47%** **(667,452.00)**	**Aaa / AA+** **AA+**	**1.87** **1.58**

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CMO									
3137FGZT5	FHLMC K079 A2 3.926% Due 6/25/2028	200,000.00	07/10/2023 4.66%	193,554.69 193,950.17	93.98 5.40%	187,956.40 654.33	0.95% (5,993.77)	NR / AAA NR	4.65 4.12
Total CMO		**200,000.00**	**4.66%**	**193,554.69** **193,950.17**	**5.40%**	**187,956.40** **654.33**	**0.95%** **(5,993.77)**	**NR / AAA** **NR**	**4.65** **4.12**
CORPORATE									
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	250,000.00	06/08/2023 5.30%	242,822.50 244,665.55	97.14 5.96%	242,854.75 3,093.75	1.24% (1,810.80)	A1 / A AA-	1.13 1.07
023135CE4	Amazon.com Inc Note 3% Due 4/13/2025	500,000.00	06/08/2023 4.67%	485,440.00 488,521.25	96.72 5.38%	483,621.00 750.00	2.45% (4,900.25)	A1 / AA AA-	1.45 1.39
30231GAT9	Exxon Mobil Corp Callable Note Cont 12/1/2025 3.043% Due 3/1/2026	500,000.00	06/08/2023 4.53%	481,105.00 483,807.00	95.03 5.33%	475,128.50 2,535.83	2.41% (8,678.50)	Aa2 / AA- NR	2.33 2.20
14913UAA8	Caterpillar Financial Services Note 4.35% Due 5/15/2026	500,000.00	06/08/2023 4.60%	496,575.00 497,030.38	97.59 5.38%	487,943.00 10,029.17	2.52% (9,087.38)	A2 / A A+	2.54 2.32
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	250,000.00	09/26/2023 5.49%	243,625.00 243,750.87	96.19 5.83%	240,480.75 4,164.06	1.24% (3,270.12)	A3 / A NR	4.63 4.00
89236TLB9	Toyota Motor Credit Corp Note 5.25% Due 9/11/2028	250,000.00	09/26/2023 5.34%	248,992.50 249,011.43	98.42 5.62%	246,048.25 1,822.92	1.25% (2,963.18)	A1 / A+ A+	4.87 4.20
Total Corporate		**2,250,000.00**	**4.86%**	**2,198,560.00** **2,206,786.48**	**5.51%**	**2,176,076.25** **22,395.73**	**11.10%** **(30,710.23)**	**A1 / A+** **A+**	**2.59** **2.35**
MONEY MARKET FUND									
31846V401	First American Govt Obligation MMKT Class-D	185,234.49	Various 4.82%	185,234.49 185,234.49	1.00 4.82%	185,234.49 0.00	0.94% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**185,234.49**	**4.82%**	**185,234.49** **185,234.49**	**4.82%**	**185,234.49** **0.00**	**0.94%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
SUPRANATIONAL									
459058KW2	Intl. Bank Recon & Development Note 4.625% Due 8/1/2028	250,000.00	09/26/2023 4.76%	248,612.50 248,639.17	98.47 4.99%	246,165.25 1,124.13	1.25% (2,473.92)	Aaa / AAA NR	4.76 4.19
Total Supranational		**250,000.00**	**4.76%**	**248,612.50** **248,639.17**	**4.99%**	**246,165.25** **1,124.13**	**1.25%** **(2,473.92)**	**Aaa / AAA** **NR**	**4.76** **4.19**
US TREASURY									
912797HJ9	US Treasury Bill 5.31% Due 11/7/2023	215,000.00	10/11/2023 5.40%	214,175.48 214,809.73	99.91 5.40%	214,809.73 0.00	1.08% 0.00	P-1 / A-1+ F-1+	0.02 0.02
912797HN0	US Treasury Bill 5.348% Due 12/5/2023	215,000.00	10/11/2023 5.47%	213,275.43 213,914.16	99.49 5.47%	213,914.16 0.00	1.08% 0.00	P-1 / A-1+ F-1+	0.10 0.09
91282CBE0	US Treasury Note 0.125% Due 1/15/2024	240,000.00	06/08/2023 5.31%	232,753.12 237,529.47	98.93 5.34%	237,440.64 88.86	1.20% (88.83)	Aaa / AA+ AA+	0.21 0.20
91282CBM2	US Treasury Note 0.125% Due 2/15/2024	250,000.00	06/08/2023 5.29%	241,416.01 246,374.89	98.48 5.43%	246,201.25 66.24	1.24% (173.64)	Aaa / AA+ AA+	0.29 0.29
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	250,000.00	06/08/2023 5.22%	240,791.01 245,559.95	98.11 5.42%	245,263.75 80.70	1.24% (296.20)	Aaa / AA+ AA+	0.37 0.37
912797HF7	US Treasury Bill 5.325% Due 4/11/2024	200,000.00	10/11/2023 5.55%	194,615.83 195,207.50	97.60 5.55%	195,207.50 0.00	0.99% 0.00	P-1 / A-1+ F-1+	0.45 0.43
91282CGE5	US Treasury Note 3.875% Due 1/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 495,878.23	97.62 5.03%	488,086.00 5,738.79	2.49% (7,792.23)	Aaa / AA+ AA+	2.21 2.06
91282CHX2	US Treasury Note 4.375% Due 8/31/2028	250,000.00	09/26/2023 4.61%	247,382.81 247,433.70	98.09 4.82%	245,234.50 1,862.98	1.25% (2,199.20)	Aaa / AA+ AA+	4.84 4.27
Total US Treasury		**2,120,000.00**	**5.02%**	**2,079,546.41** **2,096,707.63**	**5.26%**	**2,086,157.53** **7,837.57**	**10.58%** **(10,550.10)**	**Aaa / AAA** **AAA**	**1.25** **1.14**
TOTAL PORTFOLIO		**20,545,234.49**	**3.17%**	**20,445,470.85** **20,471,282.76**	**5.45%**	**19,750,924.56** **49,079.09**	**100.00%** **(720,358.20)**	**Aa1 / AA+** **AA+**	**2.00** **1.68**
TOTAL MARKET VALUE PLUS ACCRUED						**19,800,003.65**			

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2023	31846V401	319.52	First American Govt Obligation MMKT Class-D	1.000	4.79%	319.52	0.00	319.52	0.00
Purchase	10/10/2023	31846V401	600,000.00	First American Govt Obligation MMKT Class-D	1.000	4.79%	600,000.00	0.00	600,000.00	0.00
Purchase	10/12/2023	912797HF7	200,000.00	US Treasury Bill 5.325% Due 4/11/2024	97.308	5.55%	194,615.83	0.00	194,615.83	0.00
Purchase	10/12/2023	912797HJ9	215,000.00	US Treasury Bill 5.31% Due 11/7/2023	99.617	5.40%	214,175.48	0.00	214,175.48	0.00
Purchase	10/12/2023	912797HN0	215,000.00	US Treasury Bill 5.348% Due 12/5/2023	99.198	5.47%	213,275.43	0.00	213,275.43	0.00
Purchase	10/13/2023	31846V401	7,500.00	First American Govt Obligation MMKT Class-D	1.000	4.79%	7,500.00	0.00	7,500.00	0.00
Purchase	10/14/2023	31846V401	90,000.00	First American Govt Obligation MMKT Class-D	1.000	4.79%	90,000.00	0.00	90,000.00	0.00
Purchase	10/16/2023	31846V401	812.10	First American Govt Obligation MMKT Class-D	1.000	4.79%	812.10	0.00	812.10	0.00
Purchase	10/16/2023	31846V401	771.77	First American Govt Obligation MMKT Class-D	1.000	4.79%	771.77	0.00	771.77	0.00
Purchase	10/16/2023	31846V401	204.38	First American Govt Obligation MMKT Class-D	1.000	4.79%	204.38	0.00	204.38	0.00
Purchase	10/20/2023	31846V401	201.75	First American Govt Obligation MMKT Class-D	1.000	4.79%	201.75	0.00	201.75	0.00
Purchase	10/25/2023	31846V401	182.33	First American Govt Obligation MMKT Class-D	1.000	4.79%	182.33	0.00	182.33	0.00
Purchase	10/25/2023	31846V401	654.33	First American Govt Obligation MMKT Class-D	1.000	4.79%	654.33	0.00	654.33	0.00
Purchase	10/29/2023	31846V401	59,700.00	First American Govt Obligation MMKT Class-D	1.000	4.79%	59,700.00	0.00	59,700.00	0.00
Subtotal			**1,390,346.18**				**1,382,412.92**	**0.00**	**1,382,412.92**	**0.00**
TOTAL ACQUISITIONS			**1,390,346.18**				**1,382,412.92**	**0.00**	**1,382,412.92**	**0.00**

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	10/12/2023	31846V401	622,066.74	First American Govt Obligation MMKT Class-D	1.000	4.79%	622,066.74	0.00	622,066.74	0.00
Subtotal			**622,066.74**				**622,066.74**	**0.00**	**622,066.74**	**0.00**
Paydown	10/16/2023	02582JKD1	0.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	100.000		0.00	812.10	812.10	0.00
Paydown	10/16/2023	36267KAD9	0.00	GM Financial Securitized Term 2023-3 A3 5.45% Due 6/16/2028	100.000		0.00	204.38	204.38	0.00
Paydown	10/16/2023	47787CAC7	0.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	100.000		0.00	771.77	771.77	0.00
Paydown	10/20/2023	379929AD4	0.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	100.000		0.00	201.75	201.75	0.00
Paydown	10/25/2023	05592XAD2	0.00	BMW Vehicle Owner Trust 2023-A A3 5.47% Due 2/25/2028	100.000		0.00	182.33	182.33	0.00
Paydown	10/25/2023	3137FGZT5	0.00	FHLMC K079 A2 3.926% Due 6/25/2028	100.000		0.00	654.33	654.33	0.00
Subtotal			**0.00**				**0.00**	**2,826.66**	**2,826.66**	**0.00**
Maturity	10/10/2023	62479MXA6	600,000.00	MUFG Bank Ltd/NY Discount CP 5.52% Due 10/10/2023	98.160		600,000.00	0.00	600,000.00	0.00
Subtotal			**600,000.00**				**600,000.00**	**0.00**	**600,000.00**	**0.00**
TOTAL DISPOSITIONS			**1,222,066.74**				**1,222,066.74**	**2,826.66**	**1,224,893.40**	**0.00**
OTHER TRANSACTIONS										
Interest	10/13/2023	023135CE4	500,000.00	Amazon.com Inc Note 3% Due 4/13/2025	0.000		7,500.00	0.00	7,500.00	0.00
Interest	10/14/2023	3130ARFY2	3,000,000.00	FHLB Callable Note 1X 4/14/2023 3% Due 4/14/2025	0.000		45,000.00	0.00	45,000.00	0.00
Interest	10/14/2023	3130ARGD7	3,000,000.00	FHLB Callable Note Qtrly 7/14/2022 3% Due 4/14/2025	0.000		45,000.00	0.00	45,000.00	0.00

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	10/29/2023	3130ARNR8	3,000,000.00	FHLB Callable Note Qtrly 7/29/2022 3.5% Due 4/29/2025	0.000		52,500.00	0.00	52,500.00	0.00
Interest	10/29/2023	3134GW6Z4	3,000,000.00	FHLMC Callable Note Ann 10/29/2021 0.48% Due 5/29/2025	0.000		7,200.00	0.00	7,200.00	0.00
Subtotal			**12,500,000.00**				**157,200.00**	**0.00**	**157,200.00**	**0.00**
Dividend	10/02/2023	31846V401	46,955.05	First American Govt Obligation MMKT Class-D	0.000		319.52	0.00	319.52	0.00
Subtotal			**46,955.05**				**319.52**	**0.00**	**319.52**	**0.00**
TOTAL OTHER TRANSACTIONS			**12,546,955.05**				**157,519.52**	**0.00**	**157,519.52**	**0.00**

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135CE4	Amazon.com Inc Note 3% Due 04/13/2025	06/08/2023 06/12/2023 500,000.00	487,848.58 0.00 0.00 488,521.25	7,000.00 7,500.00 750.00 1,250.00	672.67 0.00 672.67 1,922.67	1,922.67
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 09/15/2028	09/12/2023 09/19/2023 215,000.00	214,990.50 0.00 0.00 214,990.77	374.82 812.10 499.76 937.04	0.27 0.00 0.27 937.31	937.31
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.47% Due 02/25/2028	07/11/2023 07/18/2023 40,000.00	39,993.34 0.00 0.00 39,993.52	36.47 182.33 36.47 182.33	0.18 0.00 0.18 182.51	182.51
14913UAA8	Caterpillar Financial Services Note 4.35% Due 05/15/2026	06/08/2023 06/12/2023 500,000.00	496,930.97 0.00 0.00 497,030.38	8,216.67 0.00 10,029.17 1,812.50	99.41 0.00 99.41 1,911.91	1,911.91
30231GAT9	Exxon Mobil Corp Callable Note Cont 12/1/2025 3.043% Due 03/01/2026	06/08/2023 06/12/2023 500,000.00	483,217.13 0.00 0.00 483,807.00	1,267.92 0.00 2,535.83 1,267.91	589.87 0.00 589.87 1,857.78	1,857.78
3130ARF55	FHLB Callable Note Qtrly 3/30/2023 2.6% Due 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	216.67 0.00 6,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
3130ARFY2	FHLB Callable Note 1X 4/14/2023 3% Due 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	41,750.00 45,000.00 4,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3130ARGD7	FHLB Callable Note Qtrly 7/14/2022 3% Due 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	41,750.00 45,000.00 4,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3130ARNR8	FHLB Callable Note Qtrly 7/29/2022 3.5% Due 04/29/2025	04/29/2022 04/29/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	44,333.33 52,500.00 583.33 8,750.00	0.00 0.00 0.00 8,750.00	8,750.00

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3134GW6Z4	FHLMC Callable Note Ann 10/29/2021 0.48% Due 05/29/2025	10/30/2020 10/30/2020 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	6,080.00 7,200.00 80.00 1,200.00	0.00 0.00 0.00 1,200.00	1,200.00
3137FGZT5	FHLMC K079 A2 3.926% Due 06/25/2028	07/10/2023 07/13/2023 200,000.00	193,839.72 0.00 0.00 193,950.17	654.33 654.33 654.33 654.33	110.45 0.00 110.45 764.78	764.78
36267KAD9	GM Financial Securitized Term 2023-3 A3 5.45% Due 06/16/2028	07/11/2023 07/19/2023 45,000.00	44,998.36 0.00 0.00 44,998.40	102.19 204.38 102.19 204.38	0.04 0.00 0.04 204.42	204.42
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	08/08/2023 08/16/2023 45,000.00	44,994.89 0.00 0.00 44,995.09	73.98 201.75 73.98 201.75	0.20 0.00 0.20 201.95	201.95
459058KW2	Intl. Bank Recon & Development Note 4.625% Due 08/01/2028	09/26/2023 09/28/2023 250,000.00	248,614.85 0.00 0.00 248,639.17	160.59 0.00 1,124.13 963.54	24.32 0.00 24.32 987.86	987.86
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,986.72 0.00 0.00 194,987.04	356.20 771.77 474.93 890.50	0.32 0.00 0.32 890.82	890.82
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 06/15/2028	09/26/2023 09/28/2023 250,000.00	243,636.11 0.00 0.00 243,750.87	3,148.44 0.00 4,164.06 1,015.62	114.76 0.00 114.76 1,130.38	1,130.38
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	06/08/2023 06/12/2023 250,000.00	244,263.19 0.00 0.00 244,665.55	2,406.25 0.00 3,093.75 687.50	402.36 0.00 402.36 1,089.86	1,089.86
89236TLB9	Toyota Motor Credit Corp Note 5.25% Due 09/11/2028	09/26/2023 09/28/2023 250,000.00	248,994.17 0.00 0.00 249,011.43	729.17 0.00 1,822.92 1,093.75	17.26 0.00 17.26 1,111.01	1,111.01

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	06/08/2023 06/09/2023 240,000.00	236,508.32 0.00 0.00 237,529.47	63.59 0.00 88.86 25.27	1,021.15 0.00 1,021.15 1,046.42	1,046.42
91282CBM2	US Treasury Note 0.125% Due 02/15/2024	06/08/2023 06/09/2023 250,000.00	245,314.71 0.00 0.00 246,374.89	39.91 0.00 66.24 26.33	1,060.18 0.00 1,060.18 1,086.51	1,086.51
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	06/08/2023 06/09/2023 250,000.00	244,540.38 0.00 0.00 245,559.95	27.47 0.00 80.70 53.23	1,019.57 0.00 1,019.57 1,072.80	1,072.80
91282CGE5	US Treasury Note 3.875% Due 01/15/2026	06/08/2023 06/09/2023 500,000.00	495,719.70 0.00 0.00 495,878.23	4,106.66 0.00 5,738.79 1,632.13	158.53 0.00 158.53 1,790.66	1,790.66
91282CHX2	US Treasury Note 4.375% Due 08/31/2028	09/26/2023 09/27/2023 250,000.00	247,388.63 0.00 0.00 247,433.70	931.49 0.00 1,862.98 931.49	45.07 0.00 45.07 976.56	976.56
Total Fixed Income		**19,730,000.00**	**19,656,780.27** **0.00** **0.00** **19,662,116.88**	**163,826.15** **160,026.66** **49,079.09** **45,279.60**	**5,336.61** **0.00** **5,336.61** **50,616.21**	**50,616.21**
CASH & EQUIVALENT						
31846V401	First American Govt Obligation MMKT Class-D	Various Various 185,234.49	46,955.05 760,346.18 622,066.74 185,234.49	0.00 319.52 0.00 319.52	0.00 0.00 0.00 319.52	319.52
62479MXA6	MUFG Bank Ltd/NY Discount CP Due 10/10/2023	06/09/2023 06/12/2023 0.00	599,172.00 0.00 600,000.00 0.00	0.00 0.00 0.00 0.00	828.00 0.00 828.00 828.00	828.00

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797HF7	US Treasury	10/11/2023	0.00	0.00	591.67	591.67
	Bill	10/12/2023	194,615.83	0.00	0.00	
	5.325% Due 04/11/2024	200,000.00	0.00	0.00	591.67	
			195,207.50	0.00	591.67	
912797HJ9	US Treasury	10/11/2023	0.00	0.00	634.25	634.25
	Bill	10/12/2023	214,175.48	0.00	0.00	
	5.31% Due 11/07/2023	215,000.00	0.00	0.00	634.25	
			214,809.73	0.00	634.25	
912797HN0	US Treasury	10/11/2023	0.00	0.00	638.73	638.73
	Bill	10/12/2023	213,275.43	0.00	0.00	
	5.348% Due 12/05/2023	215,000.00	0.00	0.00	638.73	
			213,914.16	0.00	638.73	
			646,127.05	**0.00**	**2,692.65**	
			1,382,412.92	**319.52**	**0.00**	
			1,222,066.74	**0.00**	**2,692.65**	
Total Cash & Equivalent		**815,234.49**	**809,165.88**	**319.52**	**3,012.17**	**3,012.17**
			20,302,907.32	**163,826.15**	**8,029.26**	
			1,382,412.92	**160,346.18**	**0.00**	
			1,222,066.74	**49,079.09**	**8,029.26**	
TOTAL PORTFOLIO		**20,545,234.49**	**20,471,282.76**	**45,599.12**	**53,628.38**	**53,628.38**

Important Disclosures

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

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

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

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

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

Source ice Data Indices, LLC ("ICE"), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN "AS IS" BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE IS AT LICENSEE'S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

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

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

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

Benchmark Index & Disclosures

Benchmark Index	Disclosure
ICE BofA 1-3 Yr US Treasury & Agency Index	The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

State of California
Pooled Money Investment Account
Market Valuation
10/31/2023

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 27,362,385,544.60	$ 27,688,866,500.00	NA
Notes	$ 74,723,150,217.27	$ 73,067,344,500.00	$ 379,860,665.50
Federal Agency:			
SBA	$ 286,125,786.69	$ 285,460,873.80	$ 1,326,221.82
MBS-REMICs	$ 2,300,832.94	$ 2,226,326.97	$ 10,147.44
Debentures	$ 9,232,490,986.18	$ 9,066,268,750.00	$ 58,738,015.70
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 800,000,000.00	$ 779,656,000.00	$ 6,377,986.50
Discount Notes	$ 22,486,864,618.01	$ 22,789,981,500.00	NA
Supranational Debentures	$ 3,019,396,107.33	$ 2,952,865,900.00	$ 20,953,731.60
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes	$ -	$ -	$ -
CDs and YCDs	$ 12,950,000,000.00	$ 12,945,802,665.31	$ 134,832,513.87
Commercial Paper	$ 8,823,250,777.72	$ 8,894,888,513.90	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 512,632,935.77	$ 488,209,800.00	$ 3,195,764.23
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,154,000,000.00	$ 5,154,000,000.00	NA
PMIA & GF Loans	$ 380,626,000.00	$ 380,626,000.00	NA
TOTAL	$ 165,733,223,806.51	$ 164,496,197,329.98	$ 605,295,046.66

Fair Value Including Accrued Interest $ 165,101,492,376.64

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

PMIA/LAIF Performance Report as of 11/14/23

Quarterly Performance Quarter Ended 09/30/23

LAIF Apportionment Rate[(2)]:	3.59
LAIF Earnings Ratio[(2)]:	0.00009812538629360
LAIF Administrative Cost[(1)*]:	0.29
LAIF Fair Value Factor[(1)]:	0.986307739
PMIA Daily[(1)]:	3.48
PMIA Quarter to Date[(1)]:	3.42
PMIA Average Life[(1)]:	256

PMIA Average Monthly Effective Yields[(1)]

October	**3.670**
September	3.534
August	3.434
July	3.305**
June	3.167
May	2.993

Pooled Money Investment Account Monthly Portfolio Composition [(1)] 10/31/23 $165.7 billion

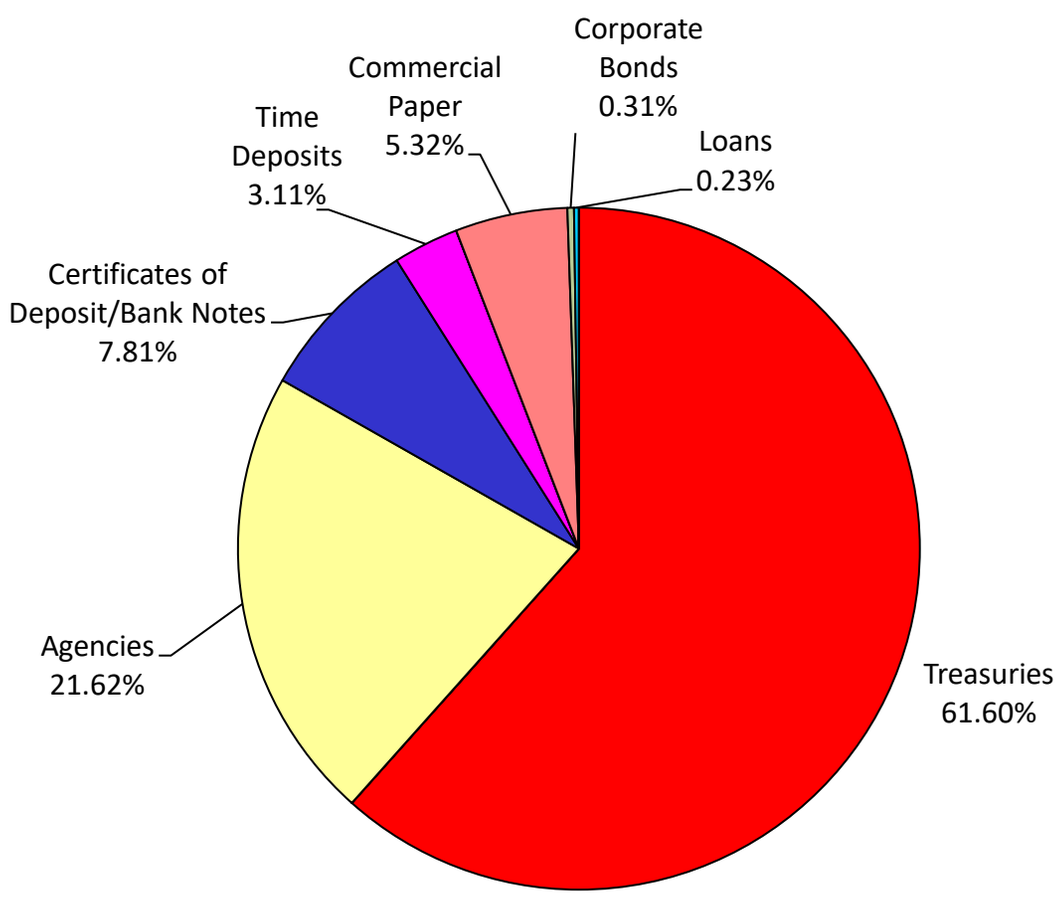


Chart does not include $2,300,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

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

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

*** Revised*

Source:
(1) State of California, Office of the Treasurer
(2) State of Calfiornia, Office of the Controller

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Receipts, Disbursements, & Fund Balances Reporting for October 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date**

RECOMMENDATION:

Receive and file Receipts, Disbursements, & Fund Balances Reporting for October 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date. Interactive Report attached here: https://stories.opengov.com/banningca/published/mtUORvmVm

BACKGROUND:

Per Government Code Section 41004, Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances. The city treasurer shall file a copy with the legislative body. This item shall be presented to City Council at the Council meeting following this presentation with any recommendation by the Committee to approve or deny.

JUSTIFICATION:

This report provides visibility into cash inflows and outflows and fund balances and net positions on a monthly basis.

FISCAL IMPACT:

None. This report only shows the results of operations. Also of note is that this reporting for Receipts and Disbursements only takes into consideration money actively received or disbursed externally from or to the City during the periods reported. It does not account for transactions that are internal to the City.

ALTERNATIVES:

Not Applicable.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Receive and File Police Department Statistics for the Month of October 2023**

RECOMMENDATION:

Receive and File Police Department statistics for the month of October 2023.

BACKGROUND:

The City Council has requested the monthly statistics be provided by the Police Department as a monthly item on the Regular Agenda

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 based on their crime rates. If a federal crime bill gets 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.

ATTACHMENTS:

1. Police Statistics - October 2023

BANNING POLICE DEPARTMENT
OCTOBER, 2023

CRIME	Oct-23	Oct-22	% CHGE	YTD-23	YTD-22	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	1	0	100%	2	0	200%
Robbery	2	3	-33%	3	3	0%
Assaults Agg/Simp	26	8	225%	47	8	488%
Burglary	9	8	13%	23	8	188%
Vehicle Theft	9	13	-31%	19	13	46%
Larceny	19	25	-24%	40	25	60%
OTHER						
Narcotics	15	23	-35%	30	23	30%
DUI	4	1	300%	5	1	400%
T/C Non-Injury	9	20	-55%	22	20	10%
T/C Injury	8	5	60%	9	5	80%
T/C Fatal	0	1	-100%	0	1	-100%
Citations	64	142	-55%	126	142	-11%
Total Incidents	2866	3299	-13%	2866	3299	-13%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Receive and File Fire Department Statistics for the Month of October 2023**

RECOMMENDATION:

Receive and File Fire Department statistics for the month of October 2023.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

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

ATTACHMENTS:

1. Banning October 2023 Fire Report.pdf

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

Bill Weiser

Fire Chief

11/4/2023

Report Provided By: Riverside County Fire Department

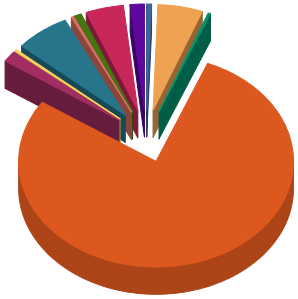
Communications and Technology Division

GIS Section

Please refer to Map and Incident by Battalion, Station, Jurisdiction

Response Activity

Incidents Reported for the month of October,2023 and City of Banning And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



Com Fire	2	0.4%
False Alarm	25	5.5%
Haz Mat	1	0.2%
Medical	356	78.4%
Other Fire	7	1.5%
Other Misc	1	0.2%
Public Service Assist	29	6.4%
Res Fire	2	0.4%
Standby	3	0.7%
Traffic Collision	20	4.4%
Wildland Fire	8	1.8%
Total:	454	100.0%

Com Fire	**2**
False Alarm	**25**
Haz Mat	**1**
Medical	**356**
Other Fire	**7**
Other Misc	**1**
Public Service Assist	**29**
Res Fire	**2**
Standby	**3**
Traffic Collision	**20**
Wildland Fire	**8**
Incident Total:	**454**

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
299	125	29	0	4.6	65.9%

***CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.**

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Battalion, Station and Jurisdiction

			Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Standby	Traffic Collision	Wildland Fire	Total
Battalion 3	Station 20 Beaumont	City of Banning	0	7	0	206	0	0	22	0	1	7	1	244
		Station Total	0	7	0	206	0	0	22	0	1	7	1	244
	Station 24 Cabazon	City of Banning	0	0	0	2	0	0	0	0	0	1	0	3
		Station Total	0	0	0	2	0	0	0	0	0	1	0	3
	Station 89 Banning	City of Banning	2	18	1	148	7	1	7	2	2	12	7	207
		Station Total	2	18	1	148	7	1	7	2	2	12	7	207
	Battalion Total		2	25	1	356	7	1	29	2	3	20	8	454
Grand Total			2	25	1	356	7	1	29	2	3	20	8	454

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Jurisdiction

	Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service	Res Fire	Standby	Traffic Collision	Wildland Fire	Total
City of Banning	2	25	1	356	7	1	29	2	3	20	8	454
Grand Total	**2**	**25**	**1**	**356**	**7**	**1**	**29**	**2**	**3**	**20**	**8**	**454**

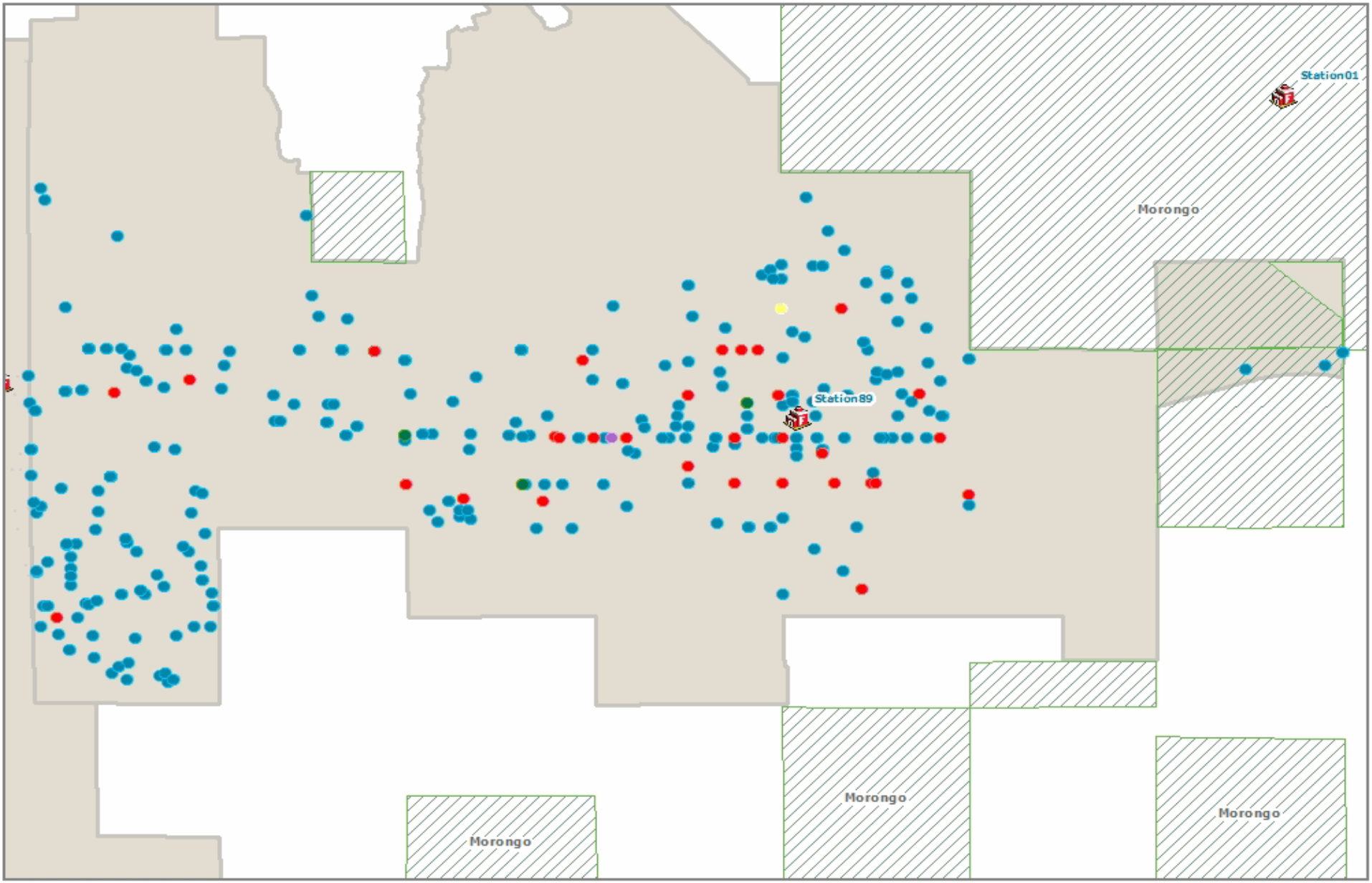
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Supervisorial District - Summary

	DISTRICT 5 YXSTIAN GUTIERREZ	Grand Total
Com Fire	2	2
False Alarm	25	25
Haz Mat	1	1
Medical	356	356
Other Fire	7	7
Other Misc	1	1
Public Service Assist	29	29
Res Fire	2	2
Standby	3	3
Traffic Collision	20	20
Wildland Fire	8	8
Total	454	454

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

MONTH = 10 and YEAR = 2023 and CITYNAME = 'Banning'



Legend

- Fire
- Hazard
- Haz Mat
- Medical
- Other Misc
- PSA
- Riverside County
- Reservations
- Fire Station
- Casinos

N

Riverside County Fire GIS

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

RECOMMENDATION:

Receive and file.

BACKGROUND:

There are several planning, environmental, design and construction contracts that have been approved by City Council and/or the City Manager's office that are being managed by the Public Works Department. In an effort to keep the City Council and the public informed of the progress made and current status of each project, staff has prepared and will continue to update the attached Public Works CIP Tracking List. The list will be presented to City Council on a monthly basis.

JUSTIFICATION:

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

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Not applicable.

ATTACHMENTS:

1. Attach 1 CIP Tracking Update 12.1.23.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		Highland Springs Avenue Interchange	PA&ED	10%	Highway Safety Manaul segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos;	Geometric development; utility agency data collection; Traffic Operations Analysis Report; Enviro. Technical Reports;	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	8/1/25	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	50%	Council has approved a redesign in order to comply with Kinder Morgan's requirements.	Utility marking and potholing.	Preliminary utility relocation design and discussion with utility agencies.	8/1/24	$ 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	Design drawings have been resubmitted to Caltrans and awaiting a response.	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance.	2/1/24	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Design	85%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Design Revisions to Eliminate Crown on Ramsey St Eastbound Traffic Lanes.	100% Completed Plans	12/1/23	$ 39,698
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Design	60%	Project Approved for Funding by the State. Project Awarded.	60% Plans Reviewed by City Staff and Approved.	90% Completed Preliminary Design Plans	12/30/23	$ 64,780
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	2%	Project approved for funding by Caltrans	CC Approved Agreement with Caltrans.	Send out RFP	6/30/24	$ 433,900
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	2%	Project approved for funding by Caltrans	CC Approved Agreement with Caltrans.	Send out RFP	6/30/24	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	2%	Project approved for funding by Caltrans	CC Approved Agreement with Caltrans.	Send out RFP	6/30/24	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	30%	Kick Off Meeting for Design Phase with Caltrans & UPRR	30% Plans City comments sent to Consultant. Field Meeting with Caltrans, UPRR and CUPC Completed.	60% Plans Submittal	12/30/23	$ 109,908
Streets	2022-10	LED Message Board Sign	Design	10%	Received Proposal from BOA Architecture. City Council approval.	Conceptual Drawings Review by Downtown Ad Hoc Committee	30% Plans Submittal	On Hold	$ 64,700
Water	2018-02W	New Domestic Water Well C8 (Phase 1: Pilot well drilling and testing)	Construction	99%	Contractor has completed work.	Demobilization by contractor.	Project closeout.	2/1/24	$ 2,399,601
Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	50%	City Council has approved a redesign related to value engineering. Re-design has been kicked off.	Re-design.	Review of 1st submittal of redesign	9/1/24	$ 362,866
Water	2023-02W	Barbour Water Line Replacement	Design	30%	Proposals received and contract awarded and signed. Kick off meeting held.	30% Plans City comments sent to Consultant. City potholing completed.	60% Plans Submittal	12/30/23	$ 111,521
Water		Ramsey Street Water Line	Design	0%	Contract awarded and kick off meeting held.	Initial utility coordination	Utility coordination, topographic survey, prelimnary design	8/30/24	$ 250,000
Water	2022-07W	Well M12A (Phase I Pilot well drilling and testing)	Design	100%	PDR, DWSAP, Preliminary Well Design, Phase I (Drilling/Testing) bidding documents.	Recommendation for award scheduled for 10/24/23	Notice to proceed	12/1/23	$ 870,213
Water	2022-07W	Well M12A (Phase I Pilot well drilling and testing)	Construction	0%	Construction bidding phase is complete and award has been made.	Project on hold and will commence after the holidays in January, 2024.	Mobilization and commencement of drilling.	2/1/25	$ 2,254,005
Water	2017-15W	Water Main Replacement Location 3	Design	95%	Design Completed.	Proposed Alignment of 12" Water Main Alignment for Sunrise Reservoir sent to Consultant. Waiting for proposal fot the re-design.	Final Revised Design	12/30/23	$ 150,000
Facility		Opportunity Village Sound Wall	Design	0%	Completed RFP process.	Council to consider award of design contract.	Project kickoff	9/1/24	
Facility		Lions Park Non-Potable Water Conversion	Design	0%	Completed development of RFP	Advertise RFP	Evaluate proposals, City Council recommendation for award and kick off.	8/1/24	

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) - FUNDED BY TRI POINTE, ELIGIBLE FOR DIF CREDITS

Category	Project #	Project	Phase	% Completed	Tasks Completed	Current Tasks	Future Tasks	Tentative Completion Date	Project Budget
Non-potable		Irrigation Pipeline Phase 1 Segments B, D1 and D2	Construction	99%	pre-con meeting, redesign of 8th street pipeline, materials submittals review and approval	pipe installation and testing	pipe installation and testing	12/1/23	$ 4,500,000
Non-potable		Non-potable Reservoir at WWTP	Design	90%	Kickoff Meeting; Reservoir Sizing Calculations; 30% Design; 60% Design	90% Plans and Specs	100% PS&E	12/1/23	DIF Credits, TBD
Non-potable		Recycled Water Booster Station at WWTP	Design	90%	Kickoff Meeting; Conceptual Design; Verification of Lions Park peak demands, 30% Design; 60% Design	90% Plans and Specs, hydraulic analysis and control strategy, pump configuration and pipe sizing adjustments	100% PS&E	2/1/24	DIF Credits, TBD
Non-potable		Booster Station and Reservoir on Lincoln	Design	90%	Kickoff Meeting; Conceptual Design; Verification of expected operating pressures and demands, 30% Design; 60% Design	adjustments to pump configurations and control strategy	100% PS&E	2/1/24	DIF Credits, TBD
Water / Non-potable		Meadowline Way Interconnect Facility	Construction	99%	Site grading, trenching, wall footing installation, security fencing installation, piping and installation of equipment and security wall.	Punchlist and commissioning. Contractor in process of reconstructing sections of roof system.	Project Closeout	10/1/23	DIF Credits, TBD
Water		Foothill West Reservoir	Construction	99%	Tank has bee erected and painted, plumping complete, equipment installed.	Punchlist and commissioning	Project Closeout	11/1/23	$ 4,500,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports**

RECOMMENDATION:

Receive and file contracts approved under the City Manager's signature authority of $25,000 or less and inventory reports.

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 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 City Council would result in the City being pout of compliance with Purchasing Policy B-30, 3-105(5).

ATTACHMENTS:

1. 2023-12 October 2023.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF OCTOBER 2023

City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
10/3/2023	Mike Roquet Const	Pavement Repairs - 176 Alessandro Street, Banning	$ 9,620.00	Electric	CUPCCAA
10/4/2023	Ava Security	Security for Alola Electric Substation	$ 10,000.00	Electric	
10/5/2023	Sweet Baby Beans Customser	Lion's Park Engine 57 Mural	$ 1,852.16	Parks & Rec	
10/17/2023	DBT	AWOS and Navaid Maintenance	$ 8,000.00	Airport	
10/23/2023	Vision Security	Upgrade PD's Alarm System	$ 3,904.38	Police Dept	CUPCCAA
10/23/2023	So Cal West Coast Electric	City Hall Modular Desk Energization	$ 11,330.00	Public Works	CUPCCAA
10/30/2023	So Cal West Coast Electric	Removal & Installation of EV Wall Chargers	$ 14,877.00	Electric	CUPCCAA

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF OCTOBER 2023					
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Change Order**	**Comments**
10/6/2023	Invoice Cloud	Utility Billing - Customer Online Bill Pay portal for Utilities	$ 13,000.00	$ 8,000.00	
10/12/2023	CASC	San Gorgonio Ave and Union Pacific Railroad At Grade Crossing	$ 112,908.36	$ 3,000.00	
10/23/2023	Vision Security	Entry and Fire Alarm Monitoring	$ 46,156.73	$ 6,310.67	Misc service & repairs as needed

INVENTORY PURCHASES OVER $25K				
JULY 2023 TO OCTOBER 2023				
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Department**
8/14/2023	Western WaterWorks	Ball Valve, V Brandch NL, Couplings, Flange, Angle Ball, etc.	$ 31,187.88	Water
9/14/2023	Anixter	#6 Duplex AL U.G. Claffin, Jacketed Primary Cable U.G. Okonite, Triplex	$ 74,654.94	Electric
9/14/2023	OneSource Distributors	Pad Mount XFMR 1PH-7200 120/240 75KVA	$ 63,993.80	Electric
9/14/2023	OneSource Distributors	Pad Mount XFMR 1PH-7200 120/240 75KVA, 50 KVA, 25 KVA.	$ 134,560.36	Electric
9/14/2023	Anixter	#6 Duplex AL U.G. Claffin, Jacketed Primary Cables, Triplex AL U.G.	$ 324,854.48	Electric
9/8/2023	OneSource Distributors	Sidewalk 3 Wire Guy Clamp, Transformer Bar Assy, 3-Point	$ 89,744.44	Electric
9/14/2023	Anixter	Electric Inventory	$ 385,752.69	Electric
10/22/2023	McAvoy & Markham	Electric Meters	$ 502,056.68	Electric

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-184, Approving a Memorandum of Understanding Between The City Of Banning Police Department And The Riverside County Probation Department Post-Release Accountability and Compliance Team (PACT) for FY 2023-2024.**

RECOMMENDATION:

Adopt Resolution 2023-184.

BACKGROUND:

The Public Safety Realignment Act of 2011 (Realignment) implementation resulted in specified convicted felons and parolees who were previously monitored by State Parole to be supervised by the Riverside County Probation Department (hereinafter Probation). On August 30, 2011, the Community Corrections Partnership Executive Committee (CCPEC) of Riverside County (County) voted unanimously for the need of a county-wide law enforcement component.

The eleven city police chiefs, the Riverside County Sheriff, the Riverside County District Attorney and Probation have built the infrastructure to support this type of critical enforcement. The PACT is a county-wide, multi-jurisdictional team composed of Probation, the Banning Police Department, Beaumont Police Department, Blythe Police Department, Cathedral City Police Department, Corona Police Department, Desert Hot Springs Police Department, Hemet Police Department, Indio Police Department, Menifee Police Department, Murrieta Police Department, Riverside Police Department, Riverside County District Attorney, and the Riverside County Sheriff's Department representing the seventeen Sheriff's contract cities within the County.

The primary mission of PACT is to work with Probation to focus on "high-risk" an "at-large" realignment offenders that pose the most risk to public safety. PACT is dedicated to:

Identifying and investigating "non-compliant" realignment offenders,
Locating and apprehending "at-large" and "high-risk" realignment offenders, and
Performing probation compliance sweeps.

Through sustained, proactive, and coordinated investigations, PACT will be able to share information, serve warrants, locate and apprehend violators, and reduce the number of realignment offenders who abscond. The support of the PACT allows Probation more time and resources to focus on case management, addressing treatment needs, and ensuring compliance with court-ordered conditions.

This MOU shall be effective upon execution by signature of the Chief Probation Officer of Riverside County and the Chiefs or City Managers of each participating PACT agency or their respective

designees. The term of this MOU shall commence on July 1, 2023, and effective through June 30, 2024. Thereafter this MOU will automatically renew, annually, for each fiscal year from July 1st to June 30th and shall remain in effect until June 30, 2028, unless terminated or modified as defined in section 5.0 of the MOU.

JUSTIFICATION:

The acceptance of the PACT MOU increases the resources available to the City of Banning, which creates a safer environment for all residents and visitors to the city.

FISCAL IMPACT:

The acceptance of the PACT MOU allows the City of Banning to accept an allocation of $238,150.00 annually towards the salary, benefits, and equipment of the sworn peace officer assigned to the team.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution 2023-184, PACT MOU.docx
1. AB109_PACTMOU_PoliceAgencies_2023-2024_Final_Excel.pdf
2. AB109_PACTMOU_PoliceAgencies_2023-2024_Final_Banning.pdf

RESOLUTION 2023-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE FY 2023-2024 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING POLICE DEPARTMENT AND THE RIVERSIDE COUNTY PROBATION DEPARTMENT POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM (PACT)

WHEREAS, the Banning Police Department desires to undertake a Memorandum of Understanding (hereafter referred to as "MOU") between the City of Banning Police Department and the Riverside County Probation Department Post-Release Accountability and Compliance Team (hereafter referred to as "PACT"); and,

WHEREAS, any liability arising out of the performance of this MOU, including civil court actions for damages, shall be the responsibility of the participating agency and the authorizing agency, according to article 10.0 of the MOU.

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

SECTION 1. The City Council hereby approves the attached MOU and authorizes the City Manager to execute the MOU on behalf of the City Council.

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 the certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

_____
Mayor
City of Banning

ATTEST:

_____
Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-184, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Memorandum of Understanding



THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS

PROBATION DEPARTMENT, AND PARTICIPATING

POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM (PACT)

LOCAL LAW ENFORCEMENT AGENCIES FOR PUBLIC SAFETY REALIGNMENT

MEMORANDUM OF UNDERSTANDING

FY 2023-2024

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS PROBATION DEPARTMENT, AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM FOR PUBLIC SAFETY REALIGNMENT MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

1.0 Background 3
2.0 Parties and Purpose 3
3.0 Probation Officer Role 4
4.0 Term 4
5.0 Amendment or Termination of MOU 4
6.0 Audits 5
7.0 Records Retention 5
8.0 Financial Reports 6
9.0 Confidentiality 6
10.0 Hold Harmless and Indemnification 6
11.0 Assignment 6
12.0 License and Certifications 7
13.0 Compliance, Governing Law and Severability 7
14.0 Compensation 7
14.1 Maximum Amount 7
14.2 Method, Time and Schedule/Condition of Payments 7
14.3 Use of Funds 8
14.4 Disallowance 9
14.5 Availability of Funding 9
15.0 Notices 9
16.0 Merger Clause 10
17.0 Electronic Signatures 10
SIGNATURE PAGES 11
Exhibit A: Quarterly Financial Summary Report Template 24
Exhibit B: PACT Invoice Template 25
Exhibit C: Distribution of Annual PACT Allocation by City 26
Exhibit D: PACT Frequently Asked Questions 27
Exhibit E: Funding & Reimbursement Policy & Guidelines for Regional PAC Teams 30

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS PROBATION DEPARTMENT, AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM FOR PUBLIC SAFETY REALIGNMENT MEMORANDUM OF UNDERSTANDING

1.0 BACKGROUND

The Public Safety Realignment Act of 2011 (Realignment) implementation resulted in specified convicted felons and parolees who were previously monitored by State Parole to be supervised by the Riverside County Probation Department (hereinafter Probation). On August 30, 2011, the Community Corrections Partnership Executive Committee (CCPEC) of Riverside County (County) voted unanimously for the need of a county-wide law enforcement component.

The eleven (11) city police chiefs, the Riverside County Sheriff, the Riverside County District Attorney and Probation have built the infrastructure to support this type of critical enforcement. The Post-release Accountability and Compliance Team (hereinafter PACT) is a county-wide, multi-jurisdictional team composed of Probation, the Banning Police Department, Beaumont Police Department, Blythe Police Department, Cathedral City Police Department, Corona Police Department, Desert Hot Springs Police Department, Hemet Police Department, Indio Police Department, Menifee Police Department, Murrieta Police Department, Riverside Police Department, Riverside County District Attorney, and the Riverside County Sheriff's Department representing the seventeen Sheriff's contract cities within the County.

The primary mission of PACT is to work with Probation to focus on "high-risk" and "at-large" realignment offenders that pose the most risk to public safety. PACT is dedicated to:

- Identifying and investigating "non-compliant" realignment offenders,
- Locating and apprehending "at-large" and "high-risk" realignment offenders, and
- Performing probation compliance sweeps.

Through sustained, proactive and coordinated investigations, PACT will be able to share information, serve warrants, locate and apprehend violators, and reduce the number of realignment offenders who abscond. The support of the PACT allows Probation more time and resources to focus on case management, addressing treatment needs, and ensuring compliance with Court-ordered conditions.

2.0 PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between Probation, the Banning Police Department, Beaumont Police Department, Blythe Police Department, Cathedral City Police Department, Corona Police Department, Desert Hot Springs Police

Department, Hemet Police Department, Indio Police Department, Menifee Police Department, Murrieta Police Department, Riverside Police Department, Riverside County Sheriff's Department Coachella, Lake Elsinore and San Jacinto stations for monetary reimbursement from realignment funds for expenses related to their participation in PACT. The police chief of the Murrieta Police Department is the voting member of the CCPEC and represents the PACT local law enforcement agencies participating in this MOU, including for receipt of notices under section 15.

The parties agree to the terms and conditions of this MOU, which will be effective immediately and remain in effect until terminated or modified as defined in section 4.0 of this MOU.

3.0 PROBATION OFFICER ROLE:

Probation Officers are peace officers under Penal Code section 830.5 whose authority extends to any place in the state while engaged in the performance of the duties of their respective employment and for the purpose of carrying out the primary function of their employment, as follows:

1) To conditions of parole, probation, mandatory supervision, or post-release community supervision by any person in this state on parole, probation, mandatory supervision, or post-release community supervision.
2) To the escape of any inmate or ward from a state or local institution.
3) To the transportation of persons on parole, probation, mandatory supervision, or post-release community supervision.
4) To violations of any penal provisions of law which are discovered while performing the usual or authorized duties of his or her employment.
5) To the rendering of mutual aid to any other law enforcement agency.

4.0 TERM

This MOU shall be effective upon execution by signature of the Chief Probation Officer of Riverside County and the Chiefs or City Managers of each participating PACT agency or their respective designees. The term of this MOU shall commence on July 1, 2023, and effective through June 30, 2024. Thereafter this MOU will automatically renew, annually, for each fiscal year from July 1st to June 30th and shall remain in effect until June 30, 2028, unless terminated or modified as defined in section 5.0 of this MOU.

5.0 AMENDMENT OR TERMINATION OF MOU

This MOU may be amended at any time with the written concurrence of all parties. This MOU, along with any incorporated attachments, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this MOU formally approved and executed by both Probation and each participating PACT agency. Consideration for amendment will be given upon written notification by one party to the others. The parties will review this MOU at least annually and modify as needed.

Any participating PACT agency can withdraw participation in this MOU with or without cause upon thirty (30) days written notification to the other parties. Participation withdrawal will take effect thirty (30) days following receipt of notification and terms and conditions of this MOU continue in full force for the remaining PACT agencies.

This MOU can be terminated with or without cause by any party upon thirty (30) days written notification to the other parties or due to unavailability of funding. Termination of the MOU will take effect thirty (30) days following receipt of the written notice of termination or upon effective date of funding expiration.

6.0 AUDITS

The parties agree that any duly authorized representative of the Federal, State, or local government shall have the right to audit, inspect, copy or transcribe any pertinent records, electronic data and documentation relating to this MOU. Any audit exception, as it relates to this MOU, resulting from an audit conducted by any duly authorized representative of the Federal, State, or local government shall be the responsibility of the participating PACT agencies. Any audit disallowance adjustments must be paid in full upon demand if required, or may be withheld at the discretion of the Chief Probation Officer against amounts due to PACT agencies under this MOU or any PACT agreement with Probation.

7.0 RECORDS RETENTION

Each party agrees to retain all records pertaining to this MOU for the period indicated in the Riverside County Records Retention General Schedule per Board of Supervisors Policy A-43 unless otherwise indicated by the source of funds. If, at the end of the retention period, there is ongoing litigation or an audit involving those records, each party shall retain the original records until the resolution of such litigation or audit.

8.0 FINANCIAL REPORTS

Four financial reports are to be submitted quarterly by each PACT partner during each fiscal year covering the following reporting periods:

Quarter	Reporting Period
1	July 1 – September 30
2	July 1 – December 31
3	July 1 – March 31
4	July 1 – June 30

The CCPEC-approved template for financial report submission is attached hereto and incorporated herein as Exhibit A. The summary PACT report for each quarter will be compiled and presented to CCPEC by Probation. Due dates for quarterly financial reports are established annually by the CCPEC.

9.0 CONFIDENTIALITY

All parties agree to maintain the confidentiality of all information in accordance with all applicable Federal, State and local laws and regulations.

10.0 HOLD HARMLESS AND INDEMNIFICATION

Each participating agency agrees to indemnify and hold the other participating agencies harmless from any and all liability for death, injury and/or damage, actual or alleged, to persons or property, arising out of, or resulting from negligent acts or omissions of the indemnifying party or its employees. When Probation, PACT itself, any participating agency, or its agents, are held liable for deaths or injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions of each participating agency. In the event of liability imposed upon any of the participating agencies for death, injury, and/or damage which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this MOU, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to $100.00. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold the other parties harmless from any liability for death, injury and/or damage arising out of the performance of this MOU.

11.0 ASSIGNMENT

This MOU shall not be assigned by any party hereto, either in whole or in part, without prior written consent of the other parties. Any assignment or purported assignment of this MOU without the prior written consent will be deemed void and of no force or effect.

12.0 LICENSE AND CERTIFICATIONS

When applicable, all parties verify upon execution of this MOU, that all work performed pursuant to this MOU will be performed by properly trained and licensed/certified staff who possess current and valid license/certifications in compliance with any local, State, and Federal laws.

13.0 COMPLIANCE, GOVERNING LAW, AND SEVERABILITY

The parties shall comply with all applicable Federal, State, and local laws and regulations. In the event there is a conflict between the various applicable laws and regulations, the parties shall comply with the more restrictive law or regulation. Any legal action related to this MOU shall be filed only in the Superior Court for the State of California in Riverside, California. All parties shall be obligated to attend a mediation session before a neutral third-party mediator prior to the filing of any legal action.

If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void or enforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.0 COMPENSATION

14.1 Maximum Amount:

The maximum allowable costs under this MOU shall not exceed the approved CCPEC for each annual fiscal year's budget. Annual allocations assigned to each PACT agency are detailed in the annual budget proposal Exhibit C, attached hereto, and incorporated herein. It is agreed that a revised budget will be submitted to the CCPEC for approval each FISCAL year.

14.2 Method, Time and Schedule/Condition of Payments:

Within thirty (30) days of the end of each month in which services were rendered, each participating PACT agency will prepare and submit to Probation's Accounts Payable, via email Acctspayable@rivco.org, a reimbursement claim/journal entry for

services and expenditures performed and incurred during the month. Using the invoice template, attached hereto and incorporated herein as Exhibit B, claim documentation will include, but is not limited to, an invoice with an itemized expenditure summary of Salaries & Benefits and Services & Supplies; and copies of timesheets, pay registers, and vendor invoices or receipts, as applicable.

Upon review and approval, Probation shall process each claim within fifteen (15) business days. The corresponding payment voucher will be forwarded to the County Auditor-Controller's office for processing. Invoices will be held beyond the fifteen (15) business days when an annual fiscal year realignment budget has not been approved by the CCPEC and the Riverside County Board of Supervisors. Upon approval by both governing bodies, held invoices will be released to the Auditor-Controller's office for processing.

Each year, estimates for the month ending June 30 should be provided to Probation by June 20 with the final invoice due July 31 or next available working day.

If PACT ceases provision of services for any period, then no payment will apply for that period. Probation will reimburse participating PACT agencies for services provided in accordance with the terms and conditions contained herein.

Additional clarifications on the reimbursement process are provided as part of the Frequently Asked Questions, attached hereto and incorporated herein as Exhibit D.

14.3 Use of Funds:

PACT agencies shall not use any funds received pursuant to this MOU for any other program, project, or purpose. The parties shall not use realignment funds to supplant by claiming reimbursement from Probation for any costs which have been paid by another source of revenue. The parties agree not to use funds received pursuant to this MOU, either directly or indirectly, for purposes of obtaining funds under any other program without prior written approval of Probation. Additional guidelines for use of funds received pursuant to this MOU are provided in the Funding and Reimbursement Policy and Guidelines for Regional PAC Teams as developed by the Association of Riverside County Chiefs of Police and Sheriff (ARCCOPS) in cooperation with Probation, attached hereto and incorporated herein as Exhibit E. Any revisions by ARCCOPS to the guidelines will supersede the attached exhibit.

14.4 Disallowance:

In the event a party receives payment for services pursuant to this MOU which is later disallowed for nonconformance with the terms and conditions herein by Probation, the party shall promptly refund the disallowed amount to Probation upon request, or at its option, Probation may offset the amount disallowed from any payment due to the party under any PACT agreement with Probation.

14.5 Availability of Funding:

Probation's obligation for payment under this MOU is contingent upon the availability of funds from which payment can be made.

15.0 NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be addressed for each location as follows:

Riverside County Probation Department
Probation Administration
Administrative Services Manager III – Fiscal Services Division
P.O. Box 833
Riverside, CA 92502
(951) 955-2983

Post-release Accountability and Compliance Team
Tony Conrad, Chief of Police
Murrieta Police Department
2 Town Square
Murrieta, CA 92562
(951) 461-6358
tconrad@murrietaca.gov

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion will not be acceptable.

16.0. MERGER CLAUSE

This MOU, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing, including the FY22-23 MOU.

17.0. ELECTRONIC SIGNATURES

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Mallory Crecelius, City Manager Date
City of Blythe

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Christopher H. Wright, Chief Probation Officer — Date
Riverside County Probation Department

APPROVED AS TO FORM
Minh C. Tran
County Counsel

BY: _____
Lisa Sanchez
Deputy County Counsel

DATE: _____

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS PROBATION DEPARTMENT, AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM FOR PUBLIC SAFETY REALIGNMENT MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Doug Schulze, City Manager Date
City of Banning

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Sean Thuilliez, Chief of Police Date
Beaumont Police Department

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Charles P. McClendon, City Manager Date
Cathedral City

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Robert Newman, Chief of Police Date
Corona Police Department

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Doria Wilms, City Manager Date
City of Desert Hot Springs

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Eddie Pust, Chief of Police Date
Hemet Police Department

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Bryan Montgomery, City Manager Date
City of Indio

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Armando G. Villa, City Manager Date
City of Menifee

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS PROBATION DEPARTMENT, AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM FOR PUBLIC SAFETY REALIGNMENT MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Kim Summers, City Manager Date
City of Murrieta

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS PROBATION DEPARTMENT, AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM FOR PUBLIC SAFETY REALIGNMENT MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Al Zelinka, City Manager Date
City of Riverside

ATTEST:

_____

Donesia Gause, City Clerk

APPROVED AS TO FORM

BY:_____

Rahman N. Gerren
Deputy City Attorney

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
PROBATION DEPARTMENT, AND
POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM
FOR PUBLIC SAFETY REALIGNMENT
MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Chad Bianco
Riverside County Sheriff-Coroner
(Coachella, Lake Elsinore and San Jacinto Stations)

Date

APPROVED AS TO FORM
Minh C. Tran
County Counsel

BY: _____
Amrit P. Dhillon
Deputy County Counsel

DATE: _____

Exhibit A-Quarterly Financial Summary Report Template

AB 109 Community Corrections Partnership Executive Committee
FY 2023/24 Financial Report - Operating Funds
(Reporting Period Dates)

CCPEC Agency: (Department Name)
Dept Number (If applicable): (Budget Unit)
Reporting Period (1, 2, 3, or 4) (Period #)

EXPENDITURES

Level	Description	FY (YY/YY) Budget	0% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimates	FY (YY/YY) Year-end Estimates	Year-end Variance	Full-Year (On-Going) Estimates
1	Salaries & Benefits	$0	$0	$0	$0	$0	$0	$0
2	Supplies & Services	0	0	0	0	0	0	0
3	Other Charges	0	0	0	0	0	0	0
4	Fixed Assets	0	0	0	0	0	0	0
7	Interfund Transfers	0	0	0	0	0	0	0
	Total Expenditures	$0	$0	$0	$0	$0	$0	$0

DEPARTMENTAL REVENUE

Code	Description	FY (YY/YY) Budget	0% Of Budget	(Reporting Period Dates) Actuals	(Next Period Dates) Estimates	FY (YY/YY) Year-end Estimates	Year-end Variance	Full-Year (On-Going) Estimates
		$0	$0	$0	$0	$0	$0	$0
		0	0	0	0	0	0	0
		0	0	0	0	0	0	0
	Total Dept. Revenue	$0	$0	$0	$0	$0	$0	$0
NET COST		$0	$0	$0	$0	$0	$0	$0

CCPEC Agency: (Department Name)
Dept Number (If applicable): (Budget Unit)
Reporting Period (1, 2, 3, or 4) (Period #)

NARRATIVE

1. Description of current budget status, including any known or potential problem areas within the budget and options and/or recommendations for addressing these issues.
(Please include in this section budget details such as number of filled/vacant positions, fixed asset expenditures, etc.)

2. Provide a summary of AB 109 activities performed during the reporting period (if desired, copies of the monthly CCPEC reports may be attached).

Reporting Period: _____ (Reporting Period Dates)

Prepared by: _____ Approved by: _____

Date: _____ Date: _____

EXHIBIT B
PACT INVOICE TEMPLATE

(City Logo/ Letterhead)

INVOICE:
DATE:
DUE DATE:

Bill to:
RIVERSIDE COUNTY PROBATION DEPARTMENT
FISCAL UNIT ADMIN SVC MGR
PO BOX 833
RIVERSIDE, CA 92502

Invoice Type: PACT

Description: (Month) Invoice

Description	**Total Price**
PACT (City Name) Reimbursement for (Month) Services	
1) Salaries and Benefits (Period: MM/DD/YR-MM/DD/YR)	
2) Supplies (receipts attached)	
Total Due	**$ -**

Documentation with invoice includes copies of timesheets for billing period and verification of salary and benefits rates charged. Please note, for confidentiality purpose, original timesheets and any further verification of employees compensation will be on file with the City of (City Name), Human Resources Department and available to an authorized auditing official for review.

I, the undersigned, hereby certify the above claim submitted for reimburesement are true and correct Realignment expenditures in accordance with the Memorandum of Understanding (MOU) between the Riverside County Probation Department and the Post-release Accountability and Compliance Team (PACT).

Signature | Title | Date

Please remit payment to:

(Provide city information)

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS PROBATION DEPARTMENT, AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM FOR PUBLIC SAFETY REALIGNMENT MEMORANDUM OF UNDERSTANDING

EXHIBIT C

DISTRIBUTION OF ANNUAL PACT ALLOCATION BY CITY FY23-24

EAST	ALLOCATION	O&M
City of Cathedral City (Sergeant)	$297,000.00*	$100,000.00
City of Cathedral City	$238,150.00	
City of Coachella	$238,150.00	
City of Desert Hot Springs	$238,150.00	
City of Indio	$238,150.00	
City of Blythe	$238,150.00	
WEST		
City of Corona	$238,150.00	
City of Corona (Corporal)	$261,800.00	
City of Riverside (Sergeant)	$297,000.00	$100,000.00
CENTRAL		
City of Banning	$238,150.00	
City of Beaumont	$238,150.00	
City of Hemet (Sergeant)	$297,000.00	$100,000.00
City of Lake Elsinore	$238,150.00	
City of Menifee	$238,150.00	
City of Murrieta	$238,150.00	
City of San Jacinto	$238,150.00	
Total Annual Pact Allocation FY23/24	**$4,010,600.00**	**$300,000.00**
Combined Total	**$4,310,600.00**	

- PACT agencies with sergeants assigned to the teams receive $297,000 each. PACT agencies without sergeants assigned to the teams receive $238,150, and corporal receives $261,800 as dictated by the approved ARCCOPS memorandum (Exhibit E) revised FY 23/24.
- Host PACT agencies to receive $100,000 in FY 23/24 to offset Operation and Maintenance costs.

Exhibit D

Frequently Asked Questions

1. Year End:
   a. What is a year-end estimate claim and what needs to be included?
      i. A year-end estimate claim allows Probation to encumber funds for payment from the current fiscal year into the beginning of the next to cover expenditures incurred during the month of June and have a record that the final submittal is pending.
      ii. If funds are not encumbered to cover final year-end claims and a claim is submitted, the reimbursement may be charged against the PACT agency's allocation for the next fiscal year.
      iii. To submit a year-end estimate claim form:
         1. Use the Invoice Template (Exhibit B) provided,
         2. In the location on the form for listing the month/year of the claim, please mark as the June Estimate,
         3. Based on remaining annual funds and use of funds to date generate estimated expenditures for the month of June;
         4. Attach any advance approvals for services/supply/equipment purchases, and
         5. Submit estimate to Probation no later than June 20 of each year.
   b. What if the claim for actual year-end expenditures is not submitted before the County's year-end submission deadline?
      i. If the claim for actual year-end expenditures is not received by the deadline, Probation will process payment to the PACT agency using the estimate provided.
      ii. When the claim is received (after the deadline), if expenditures exceed the estimate, Probation will process payment for the difference and the difference will be paid from any rollover funds. If the expenditures are less than the estimate, the PACT agency is required to refund the overpayment back to Probation.
   c. What documentation is needed to include major purchases in the year-end estimate?

i. To include year-end expenditures that will not complete processing in the current fiscal year, the submitting PACT agency needs to provide proof of intent to purchase the major item, such as vehicles.
ii. Proof of intent to purchase can be represented by approval documents from a City Council, an approved purchase order, an approved requisition, or a copy of the documents used by the City to encumber funds in their own fiscal year budget allowing Probation sufficient documentation to encumber funds to reimburse the submitting PACT agency.

d. What if the estimate is overstated?
   i. If any unused funds are remaining after the final year-end reimbursement claim is submitted (prior to year-end deadline), the funds will be released for use within Realignment.

2. Staff Substitution for Another PACT Agency
   a. What is the process to submit claims when substituting PACT staff by another police department due to staff shortages?
      i. The Police Department providing the staff substitution must bill the PACT Agency suffering the staff shortage.
      ii. The PACT Agency suffering the staff shortage will then submit their monthly claim to Probation. The claim should include back-up documentation reflecting invoices and payment to the substituting Police Department for staff services rendered. Any back-up documentation provided by the substituting Police Department (such as timesheets) should be included in the monthly claim.
      iii. PACT Agencies cannot bill against another PACT Agency's allocation.

3. Mileage Claims
   a. What documentation is required to submit for mileage claims?
      i. A mileage log reflecting record of what miles are used for PACT specific duties is sufficient back-up for a mileage claim.
   b. What if a vehicle is 100% PACT?
      i. Fuel reimbursement statements reflecting the vehicle's mileage use over the course of the fiscal year is sufficient back-up for mileage reimbursement.

4. Staff Time
    a. Can vacation, sick, and compensation time earned be paid?
        i. Yes, vacation, sick, and compensation time earned while performing PACT duties can be paid.
        ii. Detailed tracking of when the time is earned and when it is paid will need to be provided as back-up to the claim. The tracking is necessary to ensure no duplication of payment is requested (i.e. reimbursement for compensation time on one pay period and on the next pay period requesting reimbursement for time-off using those same backed compensation time hours). A tracking sheet can be provided upon request.
        iii. PACT Agencies that allow their officers to 'sell back' their compensation time at the end of the year can claim those hours as part of their reimbursement. Detailed tracking reflecting that the compensation time is earned while performing PACT duties must be submitted as back-up.
    b. Our police department uses electronic timesheets. Is a report from the timesheet system acceptable back-up?
        i. Yes, a report from the timesheet system is acceptable as long as it reflects when the employee approved their timesheet and when the supervisors counter-approved their timesheets.

A.R.C.C.O.P.S.
★★★★ Association of Riverside County Chiefs of Police and Sheriff

FUNDING AND REIMBURSEMENT POLICY AND GUIDELINES
FOR REGIONAL P.A.C. TEAMS

Rev. 5/2023

I. PURPOSE: The purpose of this policy is to set forth standardized procedures for oversight and funding of personal assigned to Regional PAC Teams.

II. ORGANIZATION: Each regional PAC Team will establish a governing board, including on command-level representative from each participating agency.

A. The regional governing board will provide operational and financial support and oversight to the regional team.

B. The regional board may also determine when a financial need merits a request for additional funding to one of the funding entities (CCPEC or ARCCOPS).

III. MEMBERSHIP: PAC Team membership is open to all law enforcement agencies who are members of ARCCOPS. The voting membership of ARCCOPS shall determine which agencies will receive funding.

A. Agencies interested in participating and receiving reimbursement shall submit a request to the ARCCOPS voting membership.

1. ARCCOPS will determine agency participation and reimbursement as requested based on available funding and regional needs.

IV. FUNDING & REIMBURSEMENT: Funding for PACT personal is provided through the Community Corrections Partnership Executive Committee (CCPEC) and the Riverside County allocation of AB-109 mitigation grant (Cal Chief's).

A. Participating PAC Team agencies may submit for reimbursement for direct costs associated with deploying personnel dedicated to the PACT Team.

B. Reimbursement will be limited to the following:

1. Actual cost of all salary, benefits, paid leave and overtime paid to agency employees for work while assigned and working for a PAC Team.
2. Mileage (at the published IRS rate) for miles traveled using an agency vehicle for travel to, from and during PAC Team activities.
3. Equipment as needed for each PACT Officer, Deputy, and/or PAC Team.

C. Total reimbursement shall not exceed $238,150 per fiscal year for each police officer or detective assigned; $261,800 per fiscal year for corporal assigned; and $297,000 per fiscal year for each sergeant assigned to supervise a PAC Team.

D. Participating agencies shall submit detailed expenditure claims on a monthly basis to the appropriate funding entity (CCPEC via County Probation or ARCCOPS via city of Corona).

THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS PROBATION DEPARTMENT, AND POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM FOR PUBLIC SAFETY REALIGNMENT MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the participating Post-release Accountability and Compliance Team local law enforcement agencies by the signatures of the duly authorized respective agents, as of the day and year written herein below.

_____ _____

Doug Schulze, City Manager Date
City of Banning

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Public Works Deputy Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-185 to Initiate the Roadway Vacation Process for Malki Road and Set Date for a Public Hearing**

RECOMMENDATION:

Adopt Resolution 2023-185 and set the date for a Public Hearing on January 9, 2024.

BACKGROUND:

On February 10, 2011, Lloyd Fields filed a complaint in the Superior Court of the State of California for the County of Riverside related to access to property that was privately held by Mr. Fields along the west side of Malki Road where access was blocked by the Morongo Band of Mission Indians. This complaint was resolved in a settlement between Mr. Fields and the City of Banning after an act of Congress that permitted for lands held in Trust for the Morongo Band of Mission Indians by the US Government to be traded with Mr. Fields in equal acreages where the private property held by Mr. Fields would be adjacent to City of Banning municipal limits and public right of way. The settlement did agree that at the completion of the land exchange, the City of Banning would vacate the section of Malki Road where lands on both side of the roadway are held by the Morongo Band of Mission Indians between Martin Road to the south and Sullivan Road to the north, generally behind the access gate and guard shack. Said vacation of is the final action in complying with the terms of the settlement agreement.

The Planning Commission reviewed the roadway vacation at a public hearing on September 6, 2023. The Planning Commission found that the roadway vacations are consistent with the City's General Plan, are unnecessary for present or prospective public right-of-way purposes, and approved Planning Commission Resolution 2023-17 adopting these findings. A copy of the Planning Commission Resolution is attached as reference to this staff report.

JUSTIFICATION:

The roadway vacation is stipulated in the settlement agreement between Mr. Fields and the City of Banning. The City does not posses or maintain any public utility within the right of way. The right of way does not provide legal access to privately held property within the municipal limits of the City of Banning. The Morongo Band of Mission Indians has been providing roadway maintenance activities on this section of roadway.

Notice of the hearing was published in the Record Gazette and posted at the guard shack on Malki Road at Martin Street entering the Morongo Band of Mission Indians Reservation.

FISCAL IMPACT:

There is no fiscal impact to the City.

ALTERNATIVES:

Do not approve the resolution and provide direction to City Staff. It should be noted that, if the City does not complete the vacation of the described Malki Road right of way, the City will not meet it's obligations as agreed to in the Settlement Agreement.

ATTACHMENTS:

1. Resolution 2023-185, Malki Road.docx
1. Exhibit A - Vacation Plat and Legal.pdf
2. Att 3 Settlement Agreement.pdf
3. Att 4 Land Exchange Map Doc #2018-0219575.pdf
4. Att 5 PC Reso 2023-17.pdf

RESOLUTION 2023-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, INITIATING THE ROADWAY VACATION PROCESS FOR MALKI ROAD, BETWEEN MARTIN ROAD AND SULLIVAN ROAD WITHIN THE MORONGO INDIAN RESERVATION AND SETTING A PUBLIC HEARING DATE OF JANUARY 9, 2024

WHEREAS, the City of Banning entered into a Settlement Agreement dated May 22, 2018 that stipulates that Malki Road, between Martin Road to the south and Sullivan Road to the north, shall be vacated by the City of Banning; and

WHEREAS, in accordance with the procedures contained in Chapter 3 of the Public Streets, Highways, and Service Easements Vacation Law (Streets and Highways Code Section 8320 et seq), the City Council executed the Settlement Agreement and Mutual General Release, dated May 22, 2018, initiating proceedings to vacate the subject street segments; and

WHEREAS, the City has made the request for vacation of the subject street segment in connection with the Settlement Agreement, dated May 22, 2018, of approximately 1.32 acres of streets within Lands held in Trust by the Morongo Tribal Government, between Martin Road to the south and Sullivan Road to the north, more particularly described and depicted in Exhibit "A" attached hereto and incorporated by reference and referred to herein as "Right of Way Vacation"; and

WHEREAS, pursuant to Government Code Section 65402, if a General Plan has been adopted, no street may be vacated or abandoned until the location, purpose, and extent of such street vacation or abandonment have been submitted to and reported upon by the planning agency (Planning Commission) to the legislative body (City Council) as to the conformity with the adopted General Plan; and

WHEREAS, the Planning Commission held a duly noticed meeting on September 6, 2023 as the date of public hearing on the vacation of the subject street segments considering such matters and findings from the evidence submitted that the street segments are unnecessary for present or prospective public right of way purposes because they have not been used for public street purposes; and

WHEREAS, on September 6, 2023, the Planning Commission of the City of Banning adopted Resolution 2020-17 finding the proposed vacations of the subject street segments consistent with the City's General Plan; and

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

SECTION 1. The City Council declares its intention to conduct a public hearing regarding the street vacation of Malki Road between Martin Road to the south and Sullivan Road to

the north as stipulated in the Settlement Agreement, consistent with Streets and Highway Code Sections 8300 et seq. and Government Code Section 65402.

SECTION 2. The Deputy City Clerk shall give notice of the time and place of said public hearing by publishing this resolution twice in a local newspaper for two (2) consecutive weeks concluding not less than ten (10) days prior to the public hearing and post a public notice on Malki Road in the area to be vacated in conformance with the provisions of the Streets and Highway Code Section 8322.

SECTION 3. That on January 9, 2024, at the hour of 5:00 pm, during the course of its regularly scheduled meeting, the City Council will conduct a public hearing on the question of the vacation of Malki Road from Martin Road to the south to Sullivan Road to the north. The hearing will be held at Banning City Hall, 99 E. Ramsey Street, Banning, California. Property owners abutting the existing roadway will be mailed a Notice of Public Hearing regarding the vacation of Malki Road. NOTICE IS HEREBY GIVEN THAT AT THE CITY COUNCIL APPOINTS TUESDAY, THE 9TH DAY OF JANUARY 2024, AT THE HOUR OF 5:00 P.M., IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF BANNING, 99 E. RAMSEY STREET, BANNING CALIFORNIA 92220, AS THE TIME AND PLACE FOR THE PUBLIC HEARING IN CONNECTION FOR THE VACATION OF MALKI ROAD BETWEEN MARTIN ROAD TO THE SOUTH AND SULLIVAN ROAD TO THE NORTH.

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

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-185, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Right of Way Vacation

EXHIBIT "A"
RIGHT OF WAY VACATION

THAT PORTION OF THE SOUTH HALF OF SECTION 1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY RECTANGULAR 20 FEET OF THE SOUTH HALF OF SAID SECTION 1.

CONTAINS 1.21 ACRES MORE OR LESS.

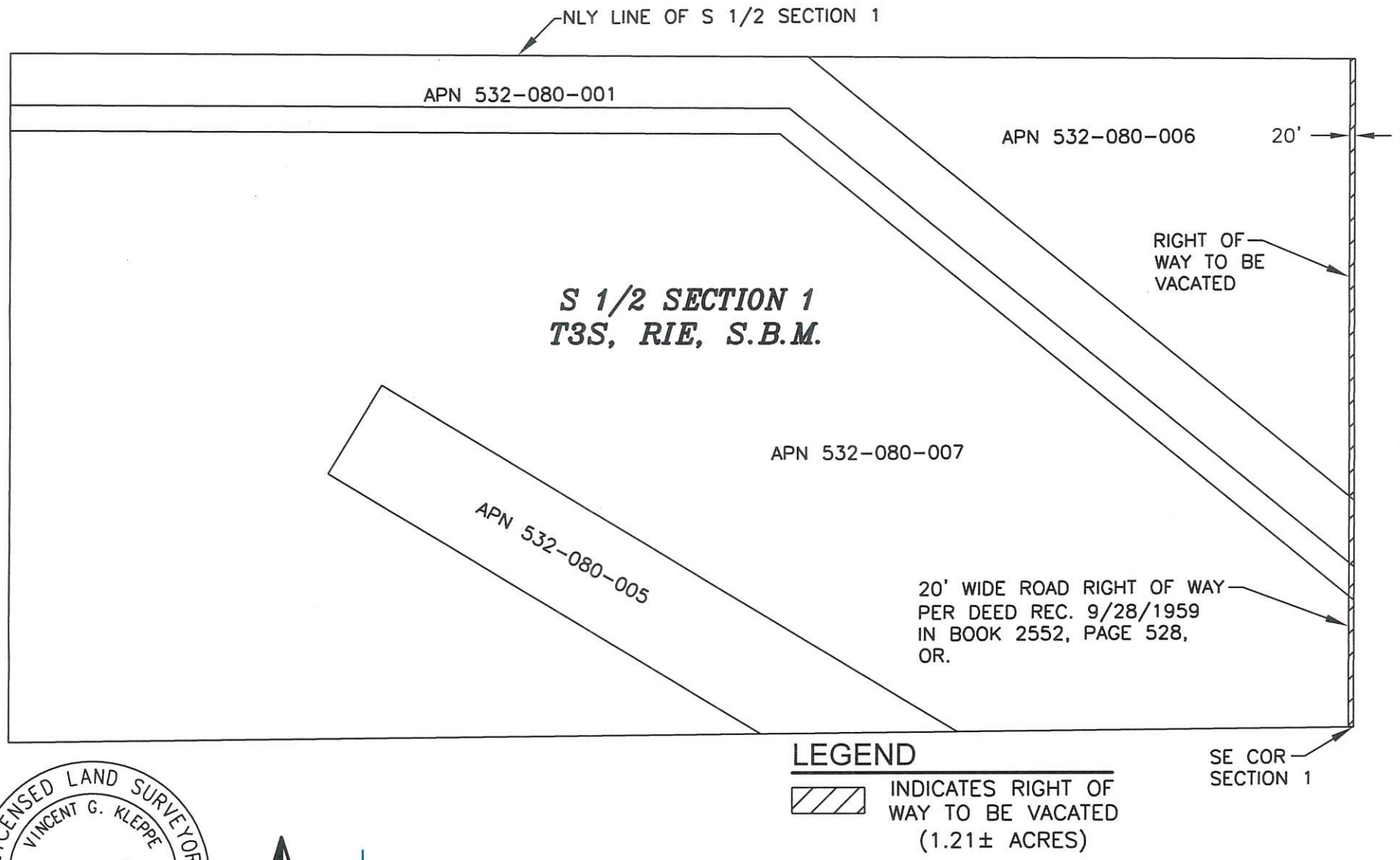
Vincent K Cleppe
VINCENT G. KLEPPE LS 7181

6-3-22
DATE



PREPARED FOR AND ON BEHALF OF ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

EXHIBIT "B"



LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

ERSC INC.COM
Engineering Resources of Southern California

CITY OF BANNING	EXHIBIT
MALKI ROAD RIGHT OF WAY VACATION	B

W.O. 18014004.005 SCALE: 1"=500' DATE: 6/3/22 DWN BY: LO CHK BY: VGK SHT: 1 OF 1

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release (hereinafter, "Agreement") is entered into by and between Lloyd Fields, an individual ("Fields"), on the one hand, and the City of Banning, City of Banning City Council, and City of Banning City Manager Andrew Takata (collectively "City"), on the other hand and shall be deemed to have been entered into on the Effective Date as hereinafter defined. Field and the City are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. On February 10, 2011, Fields filed a complaint in the Superior Court of the State of California for the County of Riverside for writ of traditional and administrative mandamus, declaratory relief, injunctive relief, and damages, against the City in the action captioned *Lloyd Fields v. City of Banning, et. al.,* Court Case No. RIC 1102234 ("Lawsuit"). The complaint alleged the western half of Malki Road is a City public right-of-way, and the only public right-of-way leading to and from Fields' property, and that access to the property has been blocked by obstructions placed by the Morongo Tribe. Fields sought damages from the City and an order directing the City to remove the obstructions. The Superior Court sustained the City's demurrer and dismissed the entire Lawsuit without leave to amend, on the ground the Morongo Tribe was an indispensable party that was not, and could not, be added as a party. In October 2012, Fields appealed to the Court of Appeal of the State of California, Fourth Appellate District, Division 2, Court of Appeal Case No. E057277 (the "Appeal").

B. Congress subsequently passed a bill regarding land exchange legislation (H.R. 387). It was signed by the President, enacting Section 3607 of the Water Infrastructure Improvements for the Nation Act (the "Act"), 114 Pub.L. No. 322. The Act authorized the United States to transfer certain land currently held in trust for the Morongo Band of Mission Indians (the "Tribe") to Mr. Fields in exchange for Mr. Fields' transferring to the Tribe certain land that is at issue in the Appeal. In that regard, once completed, the land transfer sufficiently resolves the dispute as to obviate the need for the Appeal. Parcel A is land currently owned by Fields in fee that will be granted to the Morongo Band of Mission Indians. Parcel B is the fee parcel currently owned by the Morongo Band of Mission Indians that will be granted to Fields. Parcel D is a portion of tribal land over which the Morongo Band of Mission Indians will issue a Grant of Right of Way (an easement) to the City of Banning for public road purposes in exchange for vacating any City interest in Parcel C. Escrow and Escrow Holder are those referred to in Section 3607(b)(1) of the Act.

C. It is now the intention of the Parties hereto to settle and resolve any and all existing or potential claims, demands, debts, obligations, damages, liabilities, complaints, indemnities, contracts, promises, representations, suits, actions, causes of action, equitable relief and right of appeal, both known and unknown, suspected or unsuspected, foreseen or unforeseen, contingent or liquidated, which, in law, equity, or otherwise was ever had, could now claim to have, or may in the future have, arising out of, in connection with, relating to,

or incidental to the Lawsuit or the Appeal.

D. The Parties acknowledge that the execution of this Agreement is the result of compromise and negotiations between the Parties and is not meant as an admission by any Party.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Appeal Dismissal. Within ten (10) days after the Effective Date of this Agreement, and prior to the Close of Escrow, Fields shall deposit with Escrow Holder a signed dismissal of the pending Appeal with prejudice with irrevocable instructions to file it with the Court of Appeal upon Close of Escrow of the Parcels A, B, and D exchange described in Section 3607(b)(1) of the Act, including the acceptance by the City of the Grant of Right of Way for public road purposes over Parcel D (the "Dismissal"). Fields shall not revoke the aforementioned instructions without consent from City in writing and, independent of such Escrow Instructions and the actions of the Escrow, is hereby obligated to have the Dismissal properly filed with the Court of Appeal within five (5) days after the Close of Escrow. The Parties each shall bear his, her or its own attorneys' fees and costs in connection with all matters arising out of or related to the Lawsuit and Appeal.

2. Mutual Release. It is the intent of the Parties that, upon the Close of Escrow of Parcels A, B, and D, including the acceptance by the City of the Grant of Right of Way for public road purposes over Parcel D, the Parties will have no claims whatsoever upon each other related to or arising out of (1) Parcel A, Parcel C, and/or Malki Road (formerly known as Fields Road) (2) the terms, conditions, obligations or limitations contained in the Grant of Right of Way (Easement) over Parcel D that is being provided by the Tribe to the City, including but not limited to, how those terms, conditions, obligations or limitations may affect the timing, conditions of Fields' use, development or sale of Parcel B; or (3) the Lawsuit and Appeal or any of the claims or causes of action therein (collectively, "Released Matters").

A. The Parties hereto mutually release and forever discharge each other, together with all of the other's past and present directors, managers, members, owners, partners, agents, employees, tenants, attorneys, relatives, successors, successors-in-interest, and assigns and any subsidiary or affiliated corporations and entities, and each of them, separately and collectively, of any and all claims, liens, demands, causes of action, obligations, damages, and liabilities, as defined in the broadest sense possible, known or unknown, that the Parties have had in the past, or now have, related to the Released Matters.

B. The Parties expressly understand and acknowledge that it is possible that unknown losses or claims of damages exist or that present losses or claims of damages may

have been underestimated in amount or severity, and the Parties explicitly took that into account in determining the consideration paid and received under this Agreement, and a portion of said consideration, having been bargained for between the Parties with the knowledge of the possibility of such unknown claims, was given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, the Parties expressly waive all rights under California Civil Code section 1542, which provides that:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. Enforcement Pursuant to Code of Procedure Section 664.6. The Parties agree that this Agreement is enforceable pursuant to Code of Civil Procedure section 664.6.

4. No Admission of Liability. The Parties to this Agreement acknowledge that this Agreement is a settlement of disputed claims and shall not in any way constitute or be construed as an admission of any liability by any Party.

5. Attorney Fees. In the event any action or proceeding is brought to enforce or interpret any of the terms and conditions of this Agreement by a Party or Parties against one or more of the other Parties, then the prevailing Party(ies) in that action or proceeding shall be entitled to have and recover from the non-prevailing Party(ies) the costs incurred in connection with the enforcement action, including reasonable attorney fees, costs, and expert witness fees.

6. Effective Date. This Agreement shall become effective upon execution by both parties and approval of the Agreement by the Banning City Council ("Effective Date").

7. Representation of Authority. Any person executing this Agreement on behalf of an entity represents and warrants that he or she has full authority and power to do so.

8. Construction. This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty and ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law, without regard to conflicts of law.

9. Advice of Counsel. Each of the Parties acknowledges that it has been represented by counsel, and that it has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement.

10. Governing Law. The Parties intend and agree that this Agreement shall be

subject to, governed by, enforced and construed pursuant to the laws of the State of California.

11. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties with respect to the Dispute that is the subject of this Agreement. No other agreements, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto with respect to the Dispute. No representative of any party hereto had or has any authority to make any representation or promise not reflected or contained in this Agreement, and each of the Parties acknowledges that it has not executed this Agreement upon any such promise. This Agreement cannot be modified or changed except by written instrument signed by Fields and the City.

12. Partial Invalidity. If any portion, provision, or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement, and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

13. Warranties and Representations. Each of the Parties to this Agreement represents and warrants that: (a) it is the present owner of all right, title and interest, if any, in and to every matter which it purports to release in this Agreement, and that it has not heretofore assigned, transferred, conveyed or encumbered, or purported to assign, transfer, convey or encumber, to any person or entity, any matters released herein; and (b) it has the right, power and authority to take the actions which it agrees to take herein. Each of the Parties further represents and warrants that it has not initiated any action against the other party and is not aware of any action of any kind that is currently pending between the Parties in any federal or state court or before any administrative agency or arbitrator relative to the Lawsuit or the Appeal that is the subject of this Agreement.

14. Headings and Titles. The headings, subheadings and numbering of the different paragraphs of this Agreement are inserted for convenience and for reference only and shall not be considered for any purpose in construing this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same document. Signatures delivered by facsimile or electronic transmission shall be accepted as though originals.

AGREED AND APPROVED:

DATED: May 7, 2018

FIELDS:

Lloyd Fields

LLOYD FIELDS

DATED: May 22, 2018

CITY:

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, Esq.
City Attorney, City of Banning
Richards, Watson & Gershon, APC

MORONGO INDIAN RESERVATION, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA — SHEET 1 OF 1 SHEETS

LAND EXCHANGE MAP

DEPICTING PORTIONS OF SECTIONS 1, 2 AND 12 OF, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S B M

BENJAMIN DANIEL EGAN, P L S 8756 PREPARED MAY 22, 2014

LEGAL DESCRIPTION – PARCEL "A": "FIELDS LANDS"

THOSE CERTAIN PARCELS OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION LOCATED IN THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA BEING THAT PORTION OF SECTION 1, TOWNSHIP 3 SOUTH RANGE 1 EAST, SAN BERNARDINO MERIDIAN AS SHOWN ON THE OFFICIAL PLAT THEREOF AS DESCRIBED IN A GRANT DEED RECORDED SEPTEMBER 28, 1994 AS INST NO 366502, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS

PARCEL 1

RIVERSIDE COUNTY TAX ASSESSOR PARCEL NOS 532080-002-8 AND 532080-003-9 ("DOMINANT TENEMENT") WHICH IS DESCRIBED AS FOLLOWS

THAT PORTION OF THE SOUTH HALF OF SECTION 1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH RANGE 1 EAST SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING ON THE NORTH LINE OF SOUTH HALF OF SAID SECTION 1 AT A POINT 20 00 WEST OF THE NORTHEAST CORNER OF SAID SOUTH HALF SAID POINT ALSO BEING THE WEST RIGHT-OF-WAY OF FIELDS ROAD DEEDED TO THE COUNTY OF RIVERSIDE AND DESCRIBED IN BOOK 2552, PAGE 528, ACCEPTED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 29 1958

THENCE SOUTH 00°13'56" WEST 1694 42 FEET MORE OR LESS ALONG SAID WEST RIGHT-OF-WAY PARALLEL WITH AND 20 00 FEET WEST OF THE EAST LINE OF SAID SECTION 1 TO A POINT ON THE NORTHEAST MARGIN OF AN ELECTRIC TRANSMISSION EASEMENT AS DESCRIBED IN THE GRANT OF EASEMENT RECORDED AUGUST 15, 1945 IN BOOK 896 PAGES 175 THROUGH 177 OF OFFICIAL RECORDS

THENCE NORTH 50°46 00" WEST ALONG THE NORTHEAST MARGIN OF SAID ELECTRIC TRANSMISSION EASEMENT 2596 92 FEET MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 1

THENCE SOUTH 89°41 37" EAST ALONG SAID NORTH LINE 2195 23 FEET MORE OR LESS TO THE POINT OF BEGINNING

PARCEL 2

AN EXCLUSIVE EASEMENT OVER A PORTION OF THE SOUTH HALF OF SECTION 1 TOWNSHIP 3 SOUTH RANGE 1 EAST SAN BERNARDINO BASE AND MERIDIAN ("SERVIENT TENEMENT") AND SHOWN SHADED ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF BY REFERENCE, TO WIDEN OR CLOSE TO BE WIDENED FIELDS ROAD IN A WESTERLY DIRECTION FOR SUCH DISTANCE AS MAY BE ALLOWED OR REQUIRED BY THE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION BUT NOT TO EXCEED FORTY (40) FEET WEST OF THE EAST LINE OF SAID SECTION 1 AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE DOMINANT TENEMENT HEREINABOVE DESCRIBED

THE EASEMENT GRANTED HEREIN IS APPURTENANT TO PARCEL 1 DESCRIBED ABOVE

THE EASEMENT GRANTED HEREIN INCLUDES THE RIGHT OF THE OWNER OF THE DOMINANT TENEMENT TO HAVE SUCH ACCESS TO, UPON AND ACROSS FIELDS ROAD AND THE SERVIENT TENEMENT AS SHALL BE REASONABLY NECESSARY TO ACCOMPLISH SUCH WIDENING OF FIELDS ROAD

THE EASEMENT HEREIN GRANTED INCLUDES INCIDENTAL RIGHTS OF MAINTENANCE REPAIR AND REPLACEMENT TO THE EXTENT REQUIRED

CONTAINING 41 15 ACRES GROSS, MORE OR LESS

LEGAL DESCRIPTION – PARCEL "B": "MORONGO LANDS" – (TRIBAL TRUST LANDS)

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2,

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40 05" EAST 489 00 FEET TO A LINE PARALLEL WITH AND 489 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2, SAID POINT BEING THE TRUE POINT OF BEGINNING

THENCE ALONG SAID PARALLEL LINE NORTH 00°21 44 EAST 342 00 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2

THENCE ALONG SAID PARALLEL LINE SOUTH 89 40 05" EAST 2184 30 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°38 14" EAST 2638 23 FEET TO THE EASTERLY LINE OF SAID SECTION 2,

THENCE CONTINUING ALONG THE EASTERLY PROLONGATION OF SAID PARALLEL LINE SOUTH 88°38'14" EAST 107 00 FEET TO A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17 16" WEST 770 81 FEET TO THE NORTHERLY LINE OF A STRIP OF LAND 16 50 FEET IN WIDTH EXCEPTED FROM GRANT DEED REC 1077/2004 AS DOC #2004-0797131 OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA (DEPT OF INT FILING 582 173107),

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°47 08" WEST 937 00 FEET TO THE WESTERLY LINE OF SAID SECTION 1,

THENCE ALONG SAID WESTERLY LINE SOUTH 00°17 16" WEST 16 50 FEET TO THE SOUTHERLY LINE OF THE NATIVE ESTATES 16 50 FOOT STRIP,

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47 08" EAST 107 00 FEET TO A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1,

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'16" WEST 52 58 FEET TO THE SOUTH LINE OF SAID SECTION 1, SAID POINT IS LOCATED ON A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 12,

THENCE ALONG SAID PARALLEL LINE SOUTH 00°03'26" WEST 1044 17 FEET TO THE NORTHERLY LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED AUGUST 19 1963 AS INST #87113 AND THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 20 1967 AS INST #94278 BOTH OF OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE, SAID NORTHERLY RIGHT OF WAY LINE BEING DEFINED CALTRANS RIGHT-OF-WAY MAP NO 364624 FILED IN BOOK 284 PAGE 91 OF CALTRANS RIGHT-OF-WAY MAPS AND CALTRANS RIGHT-OF-WAY MAP NO 452104 FILED IN BOOK 265 PAGE 253 OF CALTRANS RIGHT-OF-WAY MAPS, BOTH ON FILE IN THE MISC RECORDS OF THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY OF RIVERSIDE,

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 71 02'58" WEST 113 17 FEET TO THE WESTERLY LINE OF SAID SECTION 12

THENCE ALONG SAID WESTERLY LINE OF SECTION 12 NORTH 00°03'26" EAST 1081 36 FEET TO THE SOUTHEAST QUARTER OF THE AFOREMENTIONED SECTION 2

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 2 NORTH 88°38'14" WEST 2641 88 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2 NORTH 89°40 05" WEST 2181 30 FEET TO THE TRUE POINT OF BEGINNING

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'05" EAST 1563 30 FEET TO A POINT 87 00 FEET WESTERLY OF THE SOUTH QUARTER CORNER OF SAID SECTION 2 SAID POINT BEING THE TRUE POINT OF BEGINNING

THENCE NORTH 00°21 44" EAST 342 00 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89 40 05" EAST 69 58 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2

THENCE ALONG SAID PARALLEL LINE SOUTH 88°38 14" EAST 30 02 FEET

THENCE SOUTH 00°21 44" WEST 342 08 FEET TO THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2,

THENCE ALONG SAID SOUTHERLY LINE NORTH 88°38 14" WEST 33 02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH 89°40 05" WEST 66 98 FEET TO THE TRUE POINT OF BEGINNING

PARCEL CONTAINING 41 31 ACRES GROSS MORE OR LESS

SUBJECT TO ALL RIGHTS RIGHTS-OF-WAY EASEMENTS AND COVENANTS OF RECORD

LEGAL DESCRIPTION – PARCEL "B": "MORONGO LANDS" – (PORTION OWNED IN FEE)

THAT CERTAIN PARCEL OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF SECTION 1, TOWNSHIP 3 SOUTH RANGE 1 EAST SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, BEING THE WESTERLY 107 00 FEET OF A 16 50 FOOT WIDE STRIP OF LAND EXCEPTED FROM GRANT DEED REC 1077/2004 AS DOC #2004-0797151, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA (DEPT OF INT FILING 582 173107) LYING 8 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SECTION 1, DISTANT THEREON NORTHERLY 54 15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 1,

THENCE WESTERLY IN A DIRECT LINE TO A POINT IN THE WESTERLY LINE OF SAID SECTION1 DISTANT THEREON NORTHERLY 60 00 FEET FROM THE SOUTHWEST CORNERS OF SAID SECTION 1

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED WESTERLY SO AS TO TERMINATE IN THE WEST LINE OF SAID SECTION 1 AND SHALL BE PROLONGED EASTERLY SO AS TO TERMINATE IN A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF SAID WESTERLY LINE OF SECTION 1

CONTAINING 0 04 ACRES MORE OR LESS

SUBJECT TO ALL RIGHTS RIGHTS-OF-WAY, EASEMENTS AND COVENANTS OF RECORD

LEGAL DESCRIPTION – PARCEL "C": "BANNING LAND"

THAT CERTAIN PARCEL OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, A DESCRIBED IN A QUITCLAIM DEED RECORDED SEPTEMBER 28, 1959 IN BOOK 2552 PAGE 526 OF DEEDS OFFICIAL RECORDS OF SAID COUNTY AS FOLLOWS.

THE EASTERLY RECTANGULAR 20 FEET OF THE S 1/2 OF SECTION 1, T 3 S., R 1 E., S.B.M., EXCEPTING THEREFROM THAT PARCEL OWNED BY BUEL NEITH DAVIS AND EFFIE ELOISE DAVIS AND THAT PARCEL OWNED BY E VAN FLEET IN SAID SOUTH 1/2

CONTAINING 1 21 ACRES, MORE OR LESS

LEGAL DESCRIPTION – PARCEL "D": "EASEMENT TO BANNING"

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

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40 05" EAST 489 00 FEET TO A LINE PARALLEL WITH AND 489 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2;

THENCE ALONG SAID PARALLEL LINE NORTH 00°21 44" EAST 110 00 FEET TO A LINE PARALLEL WITH AND 110 00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE NORTH 89°40 05" WEST 408 63 FEET

THENCE NORTH 44°39 11" WEST 42 94 FEET TO A LINE PARALLEL WITH AND 50 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2,

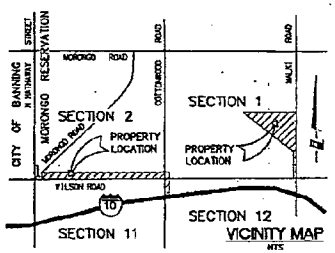
THENCE ALONG SAID PARALLEL LINE NORTH 00°21 44" EAST 415 60 FEET TO A LINE PERPENDICULAR WITH THE WESTERLY LINE OF SAID SECTION 2;

THENCE ALONG SAID PERPENDICULAR LINE NORTH 89°38'16" WEST 50 00 FEET TO THE WESTERLY LINE OF SAID SECTION 2

THENCE ALONG SAID WESTERLY LINE SOUTH 00°21'44" WEST 556 00 FEET TO THE POINT OF BEGINNING

CONTAINING 1 76 ACRES, MORE OR LESS

SUBJECT TO ALL RIGHTS, RIGHTS OF WAY, EASEMENTS AND COVENANTS OF RECORD



SURVEYOR'S CERTIFICATE:

TO THE MORONGO BAND OF MISSION INDIANS, THE UNITED STATES OF AMERICA, THE UNITED STATES DEPARTMENT OF THE INTERIOR, THE UNITED STATES BUREAU OF INDIAN AFFAIRS AND THE UNITED STATES BUREAU OF LAND MANAGEMENT

THIS IS TO CERTIFY THAT THIS MAP OR PLAT HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION PER INSTRUCTIONS FROM THE MORONGO BAND OF MISSION INDIANS AND THE BUREAU OF LAND MANAGEMENT FOR THE PURPOSE OF PROPERLY IDENTIFYING LANDS FOR THE PURPOSE OF A LAND EXCHANGE AGREEMENT

DATE MAY 22, 2014

BENJAMIN DANIEL EGAN
P L S 8756

MAY 22, 2014
DATE

PROFESSIONAL LAND SURVEYOR BENJAMIN DANIEL EGAN NO. 8756 STATE OF CALIFORNIA

4200080193

RESOLUTION 2023-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, VACATING PORTIONS OF MALKI ROAD, BETWEEN MARTIN ROAD AND SULLIVAN ROAD WITHIN THE MORONGO INDIAN RESERVATION (LOCATED ON APNS: 519-060-016; 519-060-015; 519-060-014; 532-080-006; 532-080-007; 532-080-001; 519-060-016; 519-060-015; 519-060-014; AND 532-080-006, RESPECTIVELY) UNDER THE PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW (STREETS AND HIGHWAYS CODE SECTION 8300 *ET SEQ.*) AND MAKING FINDINGS IN CONNECTION WITH CEQA

WHEREAS, City of Banning (the "Applicant") has requested the vacation of approximately 1.21 acres of streets within Lands held in Trust by the Morongo Tribal Government, between Martin Road to the south and Sullivan Road to the north, more particularly described and depicted in Exhibits "A" attached hereto and incorporated by reference and referred to herein as "Right of Way Vacation"; and

WHEREAS, pursuant to Government Code Section 65402, if a General Plan has been adopted, no street may be vacated or abandoned until the location, purpose, and extent of such street vacation or abandonment have been submitted to and reported upon by the planning agency ("Planning Commission") to the legislative body ("City Council") as to conformity with the adopted General Plan; and

WHEREAS, on September 6, 2023, the Planning Commission of the City of Banning adopted Resolution 2020-17 finding the proposed vacations of the subject street segments consistent with the City's General Plan; and

WHEREAS, in accordance with the procedures contained in Chapter 3 of the Public Streets, Highways and Service Easements Vacation Law (Streets and Highways Code Section 8320 *et seq.*), the City Council executed the Settlement Agreement and Mutual General Release, dated May 28, 2018, initiating proceedings to vacate the subject street segments; and

WHEREAS, the City Council finds that the notice of intention of such vacation was a duly published and posted as required by law; and

WHEREAS, the Planning Commission held a duly noticed meeting on September 6, 2023 as the date of public hearing on the vacation of the subject street segments; and

WHEREAS, the Planning Commission considered such matters and findings from the evidence submitted that the subject street segments are unnecessary for present or prospective public right-of-way purposes because they have not been used for public street purposes; and

WHEREAS, the City has made the request for vacation of the subject street segment in connection with the Settlement Agreement, dated May 28, 2018, which is attached herein; and

NOW THEREFORE, the Planning Commission of the City of Banning does hereby find, determine, and resolve as follows:

SECTION 1.

A. CEQA. The Planning Division staff has determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (the "Guidelines") (14 Cal. Code Regs. § 15000 et seq.). The Project qualifies for a Class 32 categorical exemption set forth in CEQA Guidelines Section 15332 because: (a) the Project is consistent with the General Plan Low Density Residential (LDR) Land Use Designation and all applicable General Plan policies, as well as with applicable LDR Zoning District and regulations; (b) the Right-of-Way occurs within the City's limits on a project site of no more than five acres (1.21-acres) and is substantially surrounded by urban uses, (c) the Project site has no value as habitat for endangered, rare or threatened species, (d) approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the Project site can be adequately served by all required utilities and public services.

B. The Planning Division has also determined that the Project is exempt pursuant to CEQA Guidelines Section 15061(b)(3). The City has determined, with certainty, that the Project will not have a significant impact on the environment. The Morongo Tribal Government has clear and unencumbered title in fee simple to each parcel underlying the Right-of-Way for Malki Road. Vacation of the property recognizes the land transfer approved by Congress and will improve government efficiency. (Public Law 114-322: "Water Infrastructure Improvements for the Nation Act" (130 STAT. 1796; Date 12/16/2016, enacted S.612); see also, House Resolution (H.R.) 387: Economic Development Through Tribal Land Exchange Act, 114th Congress (2015-2016).) The Project site is located in a developing urban area of the City of Banning and is located in proximity to a wide range of urban services, including electricity, natural gas, telephone/internet, domestic water, paved public streets, and police and fire protection services. There are no identified potentially significant impacts associated with Road Vacation and the Project does not involve increasing services, construction of any new physical improvements or infrastructure, or have growth-inducing impacts. It does not approve or permit any development or involve any earth-moving activities and will not cause a substantial change in the significance of an historical resource. The site is not located within a highway officially designated as a State Scenic Highway nor is it included on any list compiled pursuant to Section 65962.5 of the Government Code. The site is relatively level and does not contain any significant natural features or any agricultural or forest lands. Accordingly, none of the exceptions to the use of exemptions identified in CEQA Guidelines Section 15300.2 apply to the Project. Therefore, because the Project does not have the potential to cause a significant adverse effect on the environment, it is appropriately exempt from further environmental review under CEQA Guidelines Section 15061(b)(3).

C. Multiple Species Habitat Conservation Plan (MSHCP). The project is located outside of any MSHCP criteria cell areas and plan compliance is provided through payment of the MSHCP Mitigation Fee at the time of building permit issuance.

SECTION 2. The Planning Commission of the City of Banning hereby specifically finds that all of the facts set forth in the recitals of this Resolution are true and correct, are incorporated into this Resolution by reference and constitute a material part of this Resolution.

SECTION 3. Pursuant to Streets and Highways Code Section 8324, the Planning Commission of the City of Banning finds that the subject street segments, as depicted on Exhibit "A", attached hereto and made a part hereof by this reference, are unnecessary for present or prospective public use and on that basis shall be vacated.

SECTION 4. The Planning Commission of the City of Banning hereby does recommend to the City Council vacate portions of Malki Road between Sullivan Road and Martin Road within the Morongo Tribal Government, as described and summarized in Exhibits "A", attached hereto.

SECTION 5. The Planning Commission Recording Secretary of the City of Banning shall cause a certified copy of this Resolution to be filed with the Community Development Department, located at 99 E. Ramsey St., Banning, CA, 92220.

PASSED, APPROVED, AND ADOPTED this 6th day of September 2023.

Richard Krick, Chairman
Banning Planning Commission

APPROVED AS TO FORM
AND LEGAL CONTENT:

Steven L. Flower, Assistant City Attorney
Richards, Watson & Gershon

ATTEST:

Sandra Calderon, Recording Secretary
City of Banning, California

CERTIFICATION:

I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-17, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 6th day of September 2023, by the following vote, to wit:

AYES: Kinzie Hawver, Krick, Lopez, Miller, Wicox

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Recording Secretary
City of Banning, California

EXHIBIT "A"
RIGHT OF WAY VACATION

THAT PORTION OF THE SOUTH HALF OF SECTION 1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY RECTANGULAR 20 FEET OF THE SOUTH HALF OF SAID SECTION 1.

CONTAINS 1.21 ACRES MORE OR LESS.

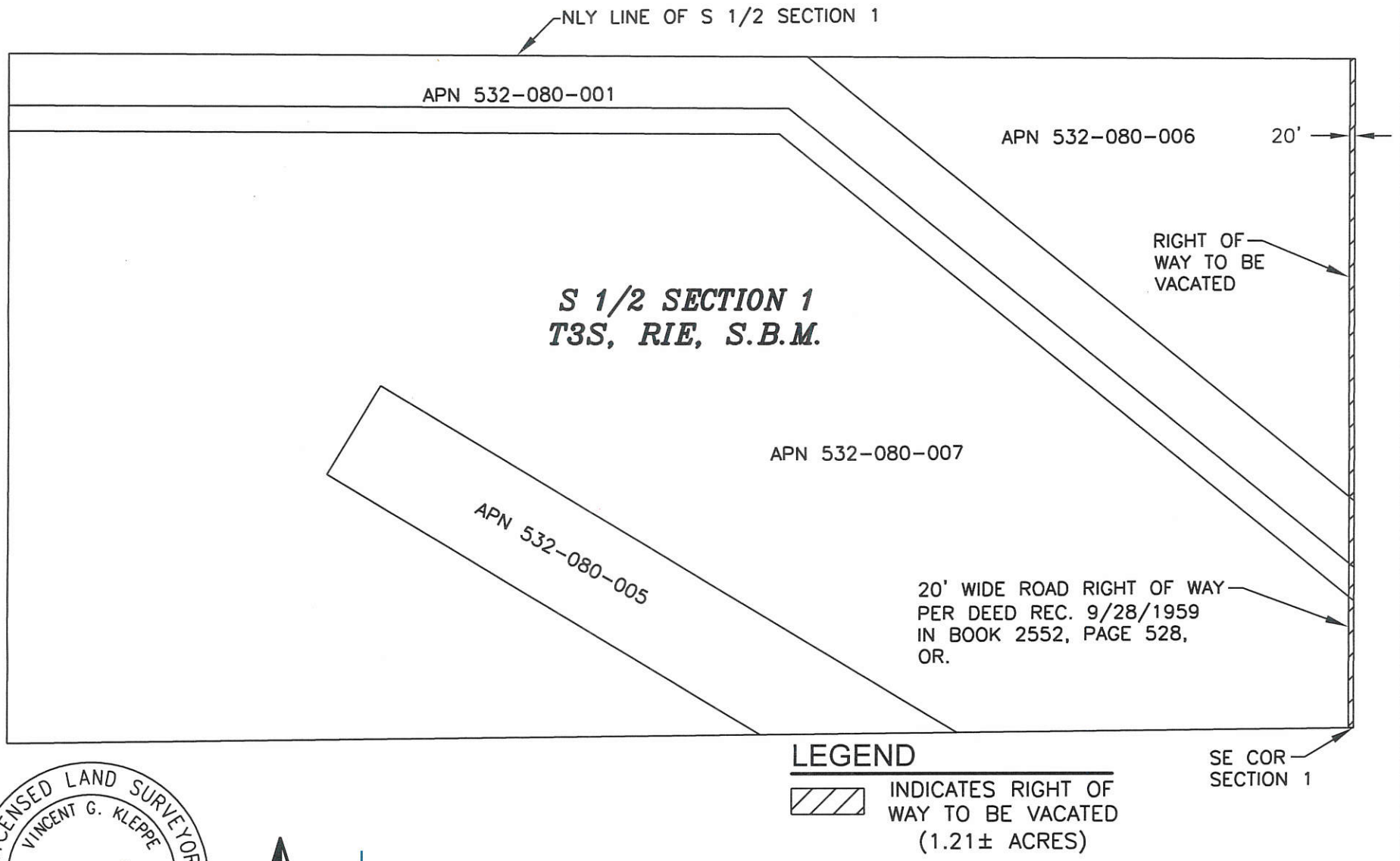
Vincent K Cleppe
VINCENT G. KLEPPE LS 7181

6-3-22
DATE



PREPARED FOR AND ON BEHALF OF ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

EXHIBIT "B"



LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

ERSC INC.COM
Engineering Resources of Southern California

CITY OF BANNING	EXHIBIT
MALKI ROAD RIGHT OF WAY VACATION	B

W.O. 18014004.005 SCALE: 1"=500' DATE: 6/3/22 DWN BY: LO CHK BY: VGK SHT: 1 OF 1

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-186, Approving Amendment No. 1 to the False Alarm Management Solution – SaaS License Agreement by and Between City of Banning and PMAM Corporation**

RECOMMENDATION:

Adopt Resolution 2023-186.

BACKGROUND:

The City of Banning previously entered into an agreement with PMAM in March of 2022. The agreement stipulated that the City of Banning was entering into a service agreement with PMAM for a False Alarm Management Solution (FAMS) for a three (3) year term. The agreement had the Banning Police Department fully managing all aspects of the program, including the processing of alarm permit fees, false alarm notifications, and the processing of violation fees. In the original agreement the City of Banning retained all revenue from the program. Under this agreement the Banning Police Department paid $1500 quarterly for the service.

The Banning Police Department reached out to PMAM to amend the terms of the original agreement to move to a full-service agreement. Under the terms of the amendment, PMAM will run all aspects of the FAMS with input from police department administration when needed (disputed violation fees). The amendment would eliminate the out-of-pocket expense to the Banning Police Department ($6000 per year) and there would be a 70% (City of Banning) / 30% (PMAM) revenue split during the contract term.

JUSTIFICATION:

The acceptance of Amendment No. 1 to the PMAM contract would eliminate the need for department resources to dedicate valuable time to the management and implementation of the FAMS and eliminate the annual fee fiscal impact on the Banning Police Department.

FISCAL IMPACT:

The acceptance of Amendment No. 1 to the PMAM contract would eliminate the annual fee for service agreement and create a 70/30 revenue split between the City of Banning and PMAM.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution 2023-186, PMAM Amendment No. 1.docx
2. Exhibit A - First Amendment-PMAM Agreement.docx

3. Banning CA fully executed agreement.pdf

RESOLUTION 2023-186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING AMENDMENT NO. 1 TO THE FALSE ALARM MANAGEMENT SOLUTION – SAAS LICENSE AGREEMENT BY AND BETWEEN CITY OF BANNING AND PMAM CORPORATION

WHEREAS, the City of Banning executed an Agreement for False Alarm Management Services with PMAM Corporation on March 17, 2022; and,

WHEREAS, the Banning Police Department desires to amend the False Alarm Management Solution (FAMS) license agreement by and between City of Banning and PMAM Corporation.

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

SECTION 1. The City Council hereby approves the attached Amendment No. 1 to False Alarm Management Solution - SaaS License Agreement and authorizes the City Manager to execute Amendment No. 1 on behalf of the City Council.

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 the certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-186, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
PMAM Agreement Amendment No. 1

AMENDMENT NO. 1 TO FALSE ALARM MANAGEMENT SOLUTION - SAAS LICENSE AGREEMENT BY AND BETWEEN CITY OF BANNING AND PMAM CORPORATION

THIS AMENDMENT NO. 1 TO FALSE ALARM MANAGEMENT SOLUTION - SAAS LICENSE AGREEMENT ("Amendment No. 1") by and between the City of Banning**,** a California municipal corporation ("City") and PMAM Corporation ("PMAM"), is made and entered into as of _____, 2023 ("Effective Date").

RECITALS

A. The City and PMAM heretofore entered into that certain agreement and addendum for the provision of online alarm management services that was fully executed as of April 4, 2022 (collectively, "Agreement").

B. The City and PMAM desire to amend the Agreement to revise the method of compensation for services provided by PMAM pursuant to the Agreement.

TERMS

1. **Contract Changes**. The Agreement is hereby amended as follows:

(a) Section 4 "Service Fees" of the Agreement, is hereby deleted and replaced with the following:

"4. SERVICE FEES: PMAM shall be compensated for satisfactory performance of the Services, as set forth in Amendment No. 1 to this Agreement."

(b) Notwithstanding any provision of the Agreement, PMAM shall be compensated for the satisfactory performance of its services as set forth in Exhibit "A", attached hereto and incorporated by reference herein. Payment of PMAM pursuant to Exhibit "A" shall commence for services provided by PM AM on or after October 1, 2023.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and PMAM 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.

PMAM represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of tie or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to PMAM that, as of the date of this Amendment, PMAM is not in default of any material term of the Agreement and that there have been not 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.

5. **Authority**. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

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 herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement as of the Effective Date.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita Young, Esq., Date
City Attorney

PMAM

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"

Pricing and Receipt of Collections

Payment to PMAM shall be on a revenue sharing basis as set forth herein. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the City for the total of the actual revenues generated and collected for the City during the life of this Agreement including all adjustments for:

a. Alarm permit and renewal fees;
b. False alarm fees pursuant to Council resolution (See B.M.C § 5.46.100);
c. Reinstatement fees;
d. Late fee for false alarms, permit fees and renewal fees
e. Other charges imposed by the City in relation to the City's Alarm Program Management and Collection Services (except for criminal penalties).

City of Banning, CA	**PM AM Corporation**
70%	**30%**

The City and PMAM shall share the revenue generated from fees and charges as described above; provided that all bank charges incurred in connection with the Services rendered under this Agreement by PMAM shall be paid by the Program before the split of fees received.

The City shall pay PMAM a $10 processing fee for each refund check processed by PMAM through the Program (the "**Processing Fee")** promptly upon receipt of an invoice from PMAM for such Processing Fee.

In addition, the City shall reimburse PMAM for its out-of-pocket postage expenses incurred by PM AM in performing its services to the City hereunder promptly upon receipt of an invoice from PMAM for such postage expense. At the election of PMAM, PMAM may submit an invoice to the City for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the City hereunder.

PMAM reserves the right to renegotiate this pricing should the City change the fee schedule for the false alarm ordinance.

In addition, in recognition of the fact that PMAM's Services under the Agreement and the expenses incurred by PMAM in performing such Services are incurred in advance of PM AM receiving a percentage of the fees collected under this Agreement and that the City shall have the benefit of such work as may have been completed up to the time of such termination, City agrees to continue

to pay PMAM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PMAM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PMAM and the City in accordance with the provisions of this Exhibit A shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PMAM in accordance with the terms of this Agreement.

False Alarm Management Solution-SaaS License Agreement

This Agreement is made and entered into this ___ day of March, 2022, by and between The City of Banning, California, with its principal offices at 99 E. Ramsey Street, Banning, California 92220 ("City", "you" or "your") and PMAM Corporation ("PMAM", "we", "our" or "us")) and governs the terms and conditions that apply to delivery of Software as a Service ("SaaS") services as described in this Agreement.

1. TERM: The Term of this Agreement is three (3) years.

2. SCOPE OF SERVICES: The False Alarm Management Solution ("FAMS" or "Software") is an online hosted, software as a service (SaaS) application. The Software resides on a server at PMAM or at PMAM's election, on servers owned by a third party, provided that PMAM shall remain primarily liable for performance of this Agreement by any such third party._ The service is used via Internet or other data connection. PMAM grants to you the nonexclusive, non-transferrable, and non-sublicensable rights to use the FAMS Software. This license allows you to use FAMS in order to process and store alarm permit related data. This license is for use to manage your false alarm program, you may not resell or distribute the Software. This license covers and includes all related interfacing modules that may be used in order to interface FAMS with existing onsite applications and processes.

The functions provided by FAMS includes: (i) management of false alarm reduction ordinances; (ii) registration of new permits; (iii) billing for permit renewals; (iv) tracking and billing for false alarms; (v) conducting false alarm-related hearings; (vi) generation of reports for permits, alarms, and hearings; and (vii) maintaining a citizen web-portal where citizens can apply for a new permit and pay online, The foregoing functions are collectively referred to herein as the "Services:" The Services are subject to the provisions of the Addendum to the False Alarm Management Solutions SaaS License Agreement, attached hereto and incorporated herein by reference.

3. LICENSE VALIDITY: This license is valid so long as you arc current on service fees and have not breached any of your obligations contained in this Agreement.

4. SERVICE FEES: A $500 monthly service fee is to be paid in advance. This monthly fee will be paid quarterly, in advance, in installments or $1500 on or before the date agreed between you and PMAM.

Access to the Services is conditioned upon the timely payment of service fees. We recognize that as a governmental entity, you are exempt from taxes. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice.

5.SERVICE AND SUPPORT: The following service and support is included within the monthly service fee: (a) online training, and (b) customer service from 8:30 am to 4:30 pm Central Standard Time, Monday through Friday, unless such day is a U.S. Federal or State holiday, via means of telephone or over the internet through the use of remote access software.

Setup and data conversion fees are one time only fees and are non-refundable, If PMAM carries out an update or upgrade of the FAMS software it will be provided to you free of charge. No guarantee is made that updates or upgrades will be available. If you request a modification to the FAMS software, PMAM will provide to you a fee estimate and time estimate for providing the modification. At PMAM's election, the FAMS software modification shall he available to all of PMAM's customers.

6. SOFTWARE OWNERSHIP: All software and modules and modifications are the sole property of PMAM and all rights not expressly granted to you in this Agreement are reserved by us. PMAM is the owner of title, copyright, and other intellectual property related to the Software. The software is licensed, not sold, The rights of use in this Agreement refer only to the object code and not to the source code. You may not reverse engineer; decompile, or otherwise disassemble the software. Neither the FAMS nor the SaaS services may be copied or modified in any manner by you. This Agreement does not grant to you any rights to trademarks or service marks related to the Software.

7. OWNERSHIP OF DATA: You retain sole ownership of all data entered into FAMS or made accessible to PMAM, during the operation of your use of the Services ("City Data").We will use commercially reasonable efforts to keep your data protected. We will regularly backup your data not less than every __[days/hours]._You will have access to City Data "24/7/365", except during periods of scheduled maintenance or Force Majeure event of which we have given you the required notice.

8. DATA PRIVACY: All information we make available to you, and all City Data, that is not readily available to the public, is Confidential Information. You and PMAM both agree to maintain and obligate our respective employees to maintain the confidentiality of all Confidential Information._ Neither party will disclose Confidential Information except as required by law including a court order, Subpoena, or California Public Records Act request. This obligation will continue during the term of this Agreement and after the termination or expiration of this Agreement.

9. DATA ACCESS: PMAM will provide yon with 24/7 access to your data with a minimum with 98% uptime measured monthly, excluding the periods of scheduled maintenance, updates, upgrades, modification implementation, and Force Majeure Events (as defined herein), PMAM has the right to suspend or disconnect the service wholly or partly if necessary far repair; upgrade, or maintenance. PMAM will perform maintenance on a regular basis, communicate such maintenance on a reasonable basis, and will provide advance notice and perform the maintenance during off-peak periods. If your data becomes inaccessible due to problems at P.MAM'S facilities other than during periods .of maintenance, updates, upgrades, modification implementation, or a Force Majeure Event, PMAM will refund one (1) day of service fees for every hour you are not able to access your data, for a maximum of sixty (60) days. Such payment is the sole remedy for failure of PMAM service obligations.

10. TERMINATION; There are no cancellation fees. To terminate this Agreement you must provide to PMAM written notice of termination a minimum of 90 days prior to your desired termination date. If you terminate this Agreement, you will receive the. unused portion of the pre-paid Monthly fees prorated over the months remaining of the three months you paid to use the SaaS service; provided that.no other fees will he refundable, including, without limitation, modification fees, setup and data conversion fees, and fees for additional or excess services. If you fail to make timely payments or breach any other obligations, PMAM may immediately block access to FAMS and upon written notice to you, terminate this Agreement effective immediately.

11. WARRANTY: PMAM represents and warrants that it has title and ownership of FAMS and has the authority to grant the license hereunder.

12. DISCLAIMER OF WARRANTY. EXCEPT AS PROVIDED IN SECTION 11, THE SOFTWARE AND ITS RELATED MATERIAL ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND PMAM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES. EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHAN'TABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL MEET ANY CUSTOMER REQUIREMENTS. PMAM DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED UNINTERRUPTED, TIMELY, ERROR FREE OR MALWARE FREE. YOU ACKNOWLEDGE THAT PMAM DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT TIIF. SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNCATION FACILITIES. PMAM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. FORCE MAJEURE: Each Party is released from its obligations to perform services. under this Agreement if and to the extent that such failure is due to the occurrence of an act, event or condition which was not reasonably foreseeable and/or the consequences of which cannot reasonably be removed or avoided by such Party, including, without limitation, national emergency, acts of God, strikes or other labor issues, disruption of electrical service, cable or network damage caused by a third party, or natural disasters (a "Force Majeure Event"). Each Party will provide prompt, written notice to the other in the event it is or likely will be, prevented from performing as required herein. PMAM's liability arising out of or in. connection with a defect or failure in service is limited to the correction of the defect or failure or alternatively, the re-performance of the service.

14. LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF USE, UNREALIZED SAVINGS, LOSS OF EARNINGS, OR BUSINESS OR PRODUCTION INTERRUPTION, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES.

15. VARIOUS: This Agreement is governed by the laws of the State of California without giving effect to the conflict laws rules or choice of laws rules thereof. Venue for any action brought relating to this Agreement or your use of the FAMS software shall be proper only in. Riverside County, California. The headings are for convenience only and do not affect the terms or provisions hereof. This Agreement may

not be assigned nor any performance subcontracted, by either Party without the other's prior, written consent. This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous agreement or discussion. This Agreement may be amended only by written agreement signed by other parties.

[Signature Page
Follows]

shall be responsible for establishing, maintaining, and providing a written description to City of, a data privacy and information security program, including physical., technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified. in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure. access to, or use of the City Data; (d) ensure the proper disposal of City Data; and, (e) ensure that all employees, agents, and subcontractors of PMAM, if any, comply with all of the foregoing. In no case shall the safeguards of PMA'Ms data privacy and information security program used to protect City Data be less stringent than the safeguards used by PMAM for its own data.

PMAM shall at all times shall maintain cyber liability insurance ($2,000,00 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data; (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed;. and (iv) violation of privacy rights due to a breach of City Data.

d. PCI-DSS Compliance. For Services that include handling credit putt information, PMAM shall comply at all times with all applicable and current Payment Card Industry Data Security Standards (PCI-DSS). PMAM agrees that it is responsible for the security of "cardholder data" that PMAM possesses, handles, stores, processes or transmits on behalf of City, and for any impact on the security of city's cardholder data environment adversely affected by any failure of PMAM to maintain compliance with provisions of the PCI-DSS applicable to the Services.

e. Data Breach. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, or confidentiality, or integrity of City Data, PMAM shall, as applicable (a) notify City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with City in investigating the occurrence, including making available all relevant records logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City; (c) in the case of PII, at City's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with Applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence.

f. Any and all cloud based storage shall be in compliance. with ISO/IEC 27001-27018, as applicable, or successor standards thereto. Unless waived by City, all data storage shall be provided solely within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to City promptly upon request.

4. Governing Law and Venue. Notwithstanding anything in the Agreement to the contrary, the Agreement shall be governed by and construed under the laws of the State of California. Venue for any action arising out of this Agreement shall be the United State District Court, Southern District, State of California, or Superior Court of the County of Riverside, 'California.

5. At all. times, PMAM shall comply with any and all applicable local, State, and federal laws, including California Civil Code Section 1798.82 and the California Consumer Privacy Act of 2018, California Civil Code Section 1798.100, et seq.

ADDENDUM TO FALSE ALARM MANAGEMENT SOLUTION SAAS LICENSE AGREEMENT

The additional terms. and conditions in this Addendum apply to the False Alarm Management Solutions- SaaS. License Agreement between PMAM and the City of Banning, California ("Agreement"), to which this Addendum is attached and incorporated therein, The provisions of this Addendum shall govern over any conflicting or inconsistent terms or conditions set forth in the Agreement, including any online terms and conditions incorporated or referenced therein,

1, Where City is required to "click through" or otherwise accept or be made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or the Agreement.

2. Indemnification.

b; Cyber Liability. Subject to the limitations hereinafter set forth, PMAM shall indemnify, defend and hold the Indemnitees free and harmless, and pay reasonable attorneys' fees and costs; with respect to any and all claims and liabilities to the extent arising out of, related to, or incurred in connection with any destruction or unauthorized access to, use, loss, or theft of City Data (collectively, "cyber theft") provided, however, that PMAM's liability for cyber theft shall be limited to the proceeds received by PMAM or paid directly to the City under the cyber liability insurance required to be maintained by PMAM as set forth in this Agreement.

c. Proprietary Rights. PMAM agrees to indemnify, defend, and hold harmless the Indemnitees from and against any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee; by reason of any claims or liabilities arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark; or other proprietary right. In the event that PMAM is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that City is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services in compliance with this Agreement, then PMAM shall, at its expense: (a) obtain for City the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by City.

Nothing herein shall require PMAM to indemnify any of the Indemnitees to the extent any such claim or liability arises out of the active negligence or willful misconduct of any Indemnitee.

3. City Data.

a. Ownership, City's data ("City Data"), which shall also be known and treated by PMAM as Confidential Information, shall include: (a) all data made available or accessible to PMAM by City, or that is collected, transmitted, accessed, used, processed, stored, or generated as the result of the City's use of the Services; and (b) personally identifiable information ("PII") collected, transmitted, used, processed, stored, or generated as the result of the use of the Services, including, without limitation,. any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Except where Subject to a third party's intellectual property rights, all City Data is and shall remain the sole and exclusive property of City and all right, title, and interest in the same belongs to City.

b. License to Use City Data. PMAM is provided a limited license to access City Data for the sole and exclusive purpose of providing the Services, including a license to collect, transmit, process, store, generate, and display City Data only to the extent necessary to provide the Services. PMAM shall: (a) keep and maintain City Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to City Data only to those employees of PMAM who are directly involved with and responsible for providing the Services; and (d) not use, sell, rent, transfer, distribute; or otherwise disclose or make available City Data for PMAM's own purposes or for the benefit of anyone other than City without City's prior written consent.

c. Without limiting PMAM'S obligation of confidentiality as further described herein PMAM

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year last signed below.

THE CITY OF BANNING, CALI ORNIA.

By: _____

Date 3/17/22

Attest: _____

Date

PMAM Corporation

By: _____

Date 04-08-2022

Attest: _____

Date 4-8-2022

Two corporate signatures required

2618095

FRIsc. Alarm ti arpgernept Sclotions-. Srit S. IJconsc Age:LT:m:1a
3073951:1 349f).0k1

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-188, Accepting the Distribution of the 2023 Justice Assistance Grant (JAG) Award**

RECOMMENDATION:

Adopt Resolution 2023-188.

BACKGROUND:

The City of Banning is a part of the 2023 Justice Assistance Grant (JAG) Interlocal Agreement between the cities of Banning, Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, City of Riverside, Temecula and The County of Riverside, CA.

JUSTIFICATION:

The City of Banning Police Department is to be awarded $10,902, with $9,812 to the City of Banning Police Department and $1,090 to the Riverside County Sheriff's Department acting as the fiscal agent of the award.

FISCAL IMPACT:

City of Banning Police Department will receive $9,812 for the purchase of Getac F110G6 tablets (or current model).

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution 2023-188, JAG Grant.docx
2. JAG23 Interlocal Agreement_Cities_FE 11.7.23.pdf

RESOLUTION 2023-188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE DISTRIBUTION OF THE 2023 JUSTICE ASSISTANCE GRANT (JAG) AWARD

WHEREAS, the City of Banning Police has entered into an Interlocal Agreement with the cities of Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, Riverside, and Temecula, and the County of Riverside, CA (hereafter referred to as "Agreement"); and

WHEREAS, pursuant to the Agreement, the Banning Police Department is being awarded a Justice Assistance Grant in the amount of $10,902, which grant funds may be used towards the purchase of Getac F110G6 tablets (or current models) for the Banning Police Department and the payment of administrative costs to the fiscal agent of the award (Riverside County Sheriff's Department).

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

SECTION 1. The City Council accepts the 2023 Justice Assistance Grant award in the amount of $10,902, approves the attached grant agreement, and authorizes the City Manager to execute the grant agreement on behalf of the City Council.

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 the certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-188, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, BEAUMONT, CATHEDRAL CITY, COACHELLA, CORONA, DESERT HOT SPRINGS, HEMET, INDIO, JURUPA VALLEY, LAKE ELSINORE, MENIFEE, MORENO VALLEY, PALM SPRINGS, PERRIS, CITY OF RIVERSIDE, TEMECULA AND THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2023 JUSTICE ASSISTANCE GRANT AWARD

This Interlocal Agreement ("Agreement") is made and entered into this 7th day of Nov., 2023, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES as referenced in Appendix 1 (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1, here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

NOV 7 2023 3.7A

Section 3.

COUNTY and CITIES agree to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars that apply to the 2023 Justice Assistance Grant; and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and also specifically assures and certifies all items as written in the attached Addendum A "Riverside County Sheriff's Department Certified Standard Assurances."

Section 4.

CITIES agree to provide COUNTY performance reports every month demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the 2023 Justice Assistance Grant Program.

Section 5.

CITIES agree to provide COUNTY with sufficient, timely information within five business days after receiving a written request from COUNTY to meet JAG requirements for quarterly, semi-annual, and annual financial and performance reports.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 7.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 8.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 9.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

COUNTY OF RIVERSIDE, CA

KEVIN JEFFRIES
Chair, County Board of Supervisors

ATTEST:
Kimberly A. Rector
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Minh C. Train

~~Amrit P. Dhillon~~ R Bell Valdez
Deputy County Counsel

NOV 7 2023 3.28

Appendix 1			
Eligible Agencies in FY 2023 JAG Disparate Area			
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Adjusted Individual Allocation
Banning	$10,902	$1,090	$9,812
Beaumont	$12,197	$1,220	$10,977
Cathedral City	$12,279	$1,228	$11,051
Coachella	$10,159	$1,016	$9,143
Corona	$21,860	$2,186	$19,674
Desert Hot Springs	$21,530	$2,153	$19,377
Hemet	$30,890	$3,089	$27,801
Indio	$42,921	$4,292	$38,629
Jurupa Valley	$25,742	$2,574	$23,168
Lake Elsinore	$14,674	$1,467	$13,207
Menifee	$12,086	$1,209	$10,877
Moreno Valley	$67,588	$6,759	$60,829
Palm Springs	$21,970	$2,197	$19,773
Perris	$21,530	$2,153	$19,377
Riverside City	$133,883	$13,388	$120,495
Temecula	$12,472	$1,247	$11,225
Riverside County	$75,022	$47,268	$122,290
Total	**$547,705**		**$547,705**
% To Fiscal Agent	$0		
$ To FA	$47,268		

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BANNING, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BEAUMONT, CA

_____

City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CATHEDRAL CITY, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COACHELLA, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CORONA, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF DESERT HOT SPRINGS, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HEMET, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF INDIO, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF JURUPA VALLEY, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF LAKE ELSINORE, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MENIFEE, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PALM SPRINGS, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PERRIS, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIVERSIDE, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF TEMECULA, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Public Works Director**

MEETING DATE: **December 12, 2023**

SUBJECT: **Consideration of Resolution 2023-189, Awarding a Professional Services Agreement for the Design of Opportunity Village Sound Wall to IMEG Corporation in the amount of $103,486 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $113,834.60**

RECOMMENDATION:

Adopt Resolution 2023-189.

BACKGROUND:

The City of Banning owns and operates Opportunity Village which is designated as a homeless shelter. Opportunity Village is located on Bryant Street, east of San Gorgonio Avenue and adjacent to the I-10 Interstate. The facility contains twenty (20) shelter pods with two (2) occupants in each pod. Due to the facility's close proximity to the freeway, the noise from traffic has been an on-going issue for the shelter occupants. The installation of the sound wall will reduce noise induced stress on the shelter community and surrounding environment.

On October 19, 2023 staff released a Request for Proposals (RFP) for the Design of Opportunity Village Sound Wall to thirteen (13) consultants on the on-call Professional Engineering Services list approved by City Council on July 12, 2022 under Resolution 2022-99. The proposals were due on November 13, 2023. In response to the RFP, two (2) proposals were received from the following consultants:

	Consultants	Bid Amount
1)	IMEG Corp., of Ontario, CA	$103,486
2)	Willdan, Inc., of Anaheim, CA	$150,170.50

The scope of work will include the design of 1,000 linear feet of non-masonry sound wall including the development of Plans, Specification and Estimates (PS&E). The detailed scope can be found in the RFP attached to this staff report.

On June 14, 2023 the City received an Intent to Award letter for funds in the amount of $980,461. The funding comes as a result of the City's grant application to the California Interagency Council on Homelessness Encampment Resolution Funding Program, Round 2 (ERF 2-R). The funds are allocated to fund various administrative and facility improvements, including the installation of a sound wall.

JUSTIFICATION:

Two (2) proposals were submitted by engineering firms currently identified in the City's approved vendor list. Staff evaluated the proposals based on qualifications, cost and experience. As a result, staff recommends the award of a professional services agreement to IMEG Corporation in the amount of

$103,486.

IMEG Corporation is a reputable qualified firm that has successfully provided similar services to other jurisdictions in the past.

FISCAL IMPACT:

If approved, the Professional Services Agreement with IMEG Corporation in the amount of $103,486 including a 10% contingency of $10,348.60 for a total “not-to-exceed” project budget of $113,834.60 will be fully funded by grant funds from ERF 2-R.

The expense Account used will be 810-9700-490.90-60.

ALTERNATIVES:

Do not approve Resolution 2023-189 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2023-189, IMEG Corporation.docx
2. Exhibit A - C00 947 IMEG CONSULTANTS CORP.-NY-Merger - Filed v.1 (002).pdf
3. Att 2 Resolution No. 2022-099.pdf
4. Att. 3 RFP_Opportunity Village Sound Wall.pdf
5. Att. 4 IMEG Proposal.pdf

RESOLUTION 2023-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF OPPORTUNITY VILLAGE SOUND WALL TO IMEG CORPORATION IN THE AMOUNT OF $103,486 AND APPROVING A 10% CONTINGENCY FOR A TOTAL NOT-TO-EXCEED PROJECT BUDGET OF $113,834.60

WHEREAS, the City of Banning owns and operates Opportunity Village which is designated as a homeless shelter; and

WHEREAS, the facility contains twenty (20) shelter pods with two (2) occupants in each pod; and

WHEREAS, due to the facility's close proximity to the freeway, the noise from traffic has been an on-going issue for the shelter occupants; and

WHEREAS, the installation of the sound wall will reduce noise induced stress on the shelter community and surrounding environment; and

WHEREAS, on October 19, 2023 staff released a Request for Proposals (RFP) for the Design of Opportunity Village Sound Wall to thirteen (13) consultants on the on-call Professional Engineering Services list approved by City Council on July 12, 2022 under Resolution 2022-99 and received two (2) proposals; and

WHEREAS, the scope of work will include the design of 1,000 linear feet of non-masonry sound wall including the development of Plans, Specification and Estimates (PS&E); and

WHEREAS, staff recommends awarding an Agreement to IMEG Corporation; and

WHEREAS, on June 14, 2023 the City received an Intent to Award letter for California Interagency Council on Homelessness Encampment Resolution Funding Program, Round 2 (ERF 2-R) funds in the amount of $980,461,which will partially be utilized to fund the proposed sound wall.

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

SECTION 1. City Council approves the Professional Services Agreement for the Design of Opportunity Village Sound Wall to IMEG Corporation in the amount of $103,486 and approves a 10% contingency for a total project budget of "not-to-exceed" $113,824.60.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations, transfers related to the Design of

Opportunity Village Sound Wall and to approve change orders within the 10% contingency.

SECTION 3. City Council authorizes the City Manager to execute the Professional Services Agreement with IMEG Corporation for the Design of Opportunity Village Sound Wall.

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 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-189, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement with IMEG Corporation

AGREEMENT FOR PROFESSIONAL SERVICES (C00947) FOR ENGINEERING DESIGN SERVICES FOR THE SOUND WALL AT OPPORTUNITY VILLAGE BY AND BETWEEN CITY OF BANNING AND IMEG CONSULTING CORP.

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 IMEG Consultants Corp, a New York 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 a proposal from the bench of prequalified Engineers (RFQ-22-007), for the performance of the services for the Engineering Design for the Sound Wall at Opportunity Village 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. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit B hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

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
Richard Godina	Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in **Exhibit C-1** and the not-to-exceed sub-budget rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than One Hundred Three Thousand Four Hundred Eighty-Six Dollars ($103.486.00) (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.

ARTICLE IIThe Term of this Agreement shall be from the Effective Date through March 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 1. INSURANCE AND INDEMNIFICATION

1.1 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.

1.2 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.

1.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

2) Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential

damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

4) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities and Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 2. RECORDS, REPORTS, AND RELEASE OF INFORMATION

2.1 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.

2.2 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.

2.3 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.

2.4 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 3. ENFORCEMENT OF AGREEMENT AND TERMINATION

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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 4. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

4.1 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.

4.2 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.

4.3 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.

4.4 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 5. MISCELLANEOUS PROVISIONS

5.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City

Attn: Patrick Safari
City of Banning
99 East Ramsey Street Banning,
California 92220 Email:
psafari@banningca.gov

With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: John Thompson Principle-In-Charge IMEG Consulting Corp. 910 Via Piemonte, Suite 400 Ontario, CA 91764] Email: John.M.Thompson@imegcorp.com

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

5.13 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.

5.14 Signatures:

Electronic Signatures: Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT	
Douglas Schulze, City Manager	Date	NAME: TITLE:	Date
		NAME: TITLE:	Date
ATTEST:			
		Tax ID No.	
Caroline Patton Deputy City Clerk	Date	Address:	
APPROVED AS TO FORM: Richards, Watson & Gershon			
		City Council Approval:	
Serita R. Young City Attorney	Date		

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 Engineering Design services for the Sound Wall at Opportunity Village prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

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.

Task Breakdown



Figure 1 - Bryant Street Sound Wall

Approach and Understanding

The City of Banning (COB) is looking for a qualified firm to provide Professional Design Services for the design of Opportunity Village (Homeless Shelter) Sound Wall The City's objective is to provide effective freeway traffic noise reduction for the shelter occupants.

- **Bryant Street sound barrier**

Discussion

To aid in preparing this proposal, we have conducted a satellite reconnaissance of the sites, reviewed site google aerials, and existing published information as it pertains to the proposed project.

The proposed site improvements will consist of the construction of a sound wall in length of approximately 1000 linear feet. The proposed wall may replace existing chain link fence for most of the length. The site location may require a design that incorporates site improvements including, but not limited to, site grading and drainage and erosion mitigation.

Coordination with City

IMEG is proud of its reputation for providing experienced, knowledgeable professionals who responsively address clients with a "yes, we can" attitude. Our solid reputation in the engineering and surveying realm is a direct result of our commitment to provide the highest quality of service attainable.

Project Objectives

As the first step in initiating the Project, IMEG will coordinate with the City engineering department to confirm our understanding of the Project objectives. This is essential to obtain the successful design, documentation, and timely approval of the Project. IMEG will work closely with City's departments to identify specific goals, objectives, and critical issues.



Work Plan

Scope of Work

The following scope of work has been developed in accordance with typical project methodology and technical approaches for the Project. IMEG will provide surveying, mapping, and engineering services necessary for the completion of the Engineering Design Services For a Sound Wall, 1000 feet in length.



TASK 1: PROJECT MANAGEMENT

IMEG shall propose and coordinate meetings as may be necessary to complete the scope of work of the Project to the satisfaction of the City, including review meetings. IMEG shall prepare meeting agendas and progress schedules and shall incorporate the City's and others' comments and revisions. Virtual meetings have been assumed for this task. IMEG shall develop a project schedule to identify critical paths and oversee general coordination of tasks with their anticipated completion dates. Inclusive of this service is the preparation of invoices, budget oversight, and the implementation of the QC program.

1.1 - Initial / Kickoff Meeting

IMEG will set up and attend an initial/kickoff meeting with the City to introduce Project team members, formalize project communication, discuss project schedule, review scope of work, and request available data, reports, documents, and plans from the City that are relevant to the Project.

TASK 2: PROJECT DEVELOPMENT

2.1 - Records Research

IMEG shall perform a record and data search consisting of survey information (utility owners, assessor maps, parcel maps, records of survey, etc.)

- Office research of available Record Maps and documents at the local agencies and utilities
- Establish on-site Survey horizontal and vertical control based on the available Record Maps of the Project, adjacent streets monumentation, local Sectionalized lands together with any previous Survey Control, Record Deeds and/or Title Reports to be supplied by the client
- Establish on-site Survey vertical control based on the available and Local Benchmark NAVD 88 Datum
- Set a temporary survey marker (hub or 60D nail) and lath at the property corners

2.2 - Field Topographic Survey

TOPOGRAPHIC SURVEY WILL BE PERFORMED AS FOLLOWS:

- **2.1.1** - Establish on-site Survey control based on the available Record Maps and Local Benchmark data
- **2.1.2** - Perform a Design Survey on 25-foot intervals within the Limits of Survey Exhibit below
- **2.1.3** - Locate existing above ground visible utilities and features within the limits of survey
- **2.1.4** - Locate any Storm Drain and Sewer systems rims and invert elevations within the limits of survey
- **2.1.5** - Locate existing adjacent fences, utilities, and drainage features along the I-10 Freeway Right-of-Way
- **2.1.6** - Location of existing sidewalks, walls, and street lighting along Bryant Street if any
- **2.1.7** - Street Cross sections will be on 25 intervals to include the full width of Bryant Street within the Limits of Survey
- **2.1.8** - Subsurface Utility Engineering (SUE):
  - **2.1.8.1** - An IMEG SUE Consultant will use Ground Penetrating Radar equipment to locate and mark out the existing underground utilities on the surface of the existing project limits
  - **2.1.8.2** - The Utility markings will be for those utilities found within the project limits
  - **2.1.8.3** - IMEG Surveyors will locate the utility markings and plot them on the Design Survey map



Limits of Survey Exhibit

DELIVERABLES:

- Drafted with 1 contour intervals on the project datum and coordinate system.·Show spot elevations on Top Curb/Flow line/Finish Surface/ Ground. ·Prepare a 3D Surface in AutoCAD·Deliver an AutoCAD drawing and a PDF copy.

Assumptions:

- This IS a Prevailing Wage project
- The purpose of this survey is to provide information for Civil Engineering Design purposes in the areas outlined depicted on the Limits of Survey Exhibit hereon
- Access within the Caltrans Freeway Right of Way is not anticipated
- Excluding the plotting of easements, easement locations, or research for easements
- Excluding Resetting of Existing or Missing Property Corner Monumentation
- Excluding Preparation and Filing of a Corner Record or Record of Survey
- Excluding Verifying the Boundary and/or Property Lines
- This proposal includes the research for and preparation of a Record ("Paper") Boundary
- This proposal excludes the research for, and preparation of, a Property Boundary based on actual Boundary Survey
- This proposal is based on normal working hours with no time or strict scheduling restrictions
- This proposal excludes services other than those listed above



2.3 - GEOTECHNICAL REPORT

The Geotechnical Consultant, Geocon is proposing to utilize a truck-mounted hollow-stem auger drill rig to excavate three borings along (or as close to as practically possible) the proposed wall alignment to depths of 35 to 50 feet. We expect that one or more of the borings will likely be drilled in the roadway due to accessibility. We have assumed a no-fee encroachment permit will be issued by the city of Banning and traffic control signage will be sufficient along this area which comprises the northern terminus of Bryant Street.

GEOCON'S SERVICES ARE EXPECTED TO INCLUDE THE FOLLOWING:

- Prepare a no-fee Banning encroachment permit for our work.
- Mark the proposed excavation locations and notify Underground Service Alert (USA) to locate and mark all utilities in the proposed investigation area. Underground Service Alert will only mark utility conflicts in public right of ways. The Client shall provide plans or field locations of existing subsurface utilities prior to our exploration.
- Excavate three small diameter geotechnical borings along the proposed sound wall alignment. The borings will be excavated to depths of approximately 35 to 50 feet, or practical refusal, whichever occurs first. We will log the geologic units per the Unified Soil Classification System and collect soil samples for laboratory testing. Upon completion, the borings will be backfilled with native soil cuttings and capped with asphalt cold patch (if drilled in the roadway). We have budgeted 6 hours for the drill rig. Our work does not include the drumming of soil cuttings or evaluation of possible contaminants.
- Perform laboratory testing on the soils encountered, which is expected to include maximum density at optimum moisture, in situ density & moisture, corrosion screening, expansion potential, Atterberg limits, consolidation, and direct shear. The laboratory test program will be based on conditions encountered during drilling with respect to the proposed improvements.
- Prepare a geotechnical report for the proposed sound wall. The report will include boring logs, a geologic map depicting site geology and boring locations, laboratory test data, geotechnical conclusions and recommendations for the sound wall foundation.

ASSUMPTIONS:

- We will be granted access to the site to perform our work during normal business hours of 7 am to 5 pm Monday through Friday.
- A Caltrans encroachment permit will not be required.
- Our investigation is not required to comply with Caltrans requirements and will not be reviewed by Caltrans.
- All existing utilities will be clearly marked on the site and on a project plan prior to our field work.
- Geocon will be provided with a map depicting any culturally or biologically sensitive areas on the site.

If additional permitting or unanticipated field conditions are encountered that require a significant modification to the recommended scope of work or that require a substantial increase to the estimated fee, we would not proceed with the modified scope or increased amount without obtaining your written authorization.

The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous materials on the site.

We assume that site plans will be provided for our use indicating the locations of all underground utility lines and structures, as well as the location of sensitive natural habitats and archaeological sites. Geocon will not be responsible for damage to these areas that are not identified prior to our field work.

The client is responsible for accurately delineating the locations of all subterranean structures and utilities. Geocon will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Geocon, and agrees to defend, indemnify, and hold Geocon harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. Geocon strongly recommends the use of private utility location, as it can reduce the risk of damaging existing utilities during exploration.

Some disturbance to the ground surface and vegetation will occur because of accessing the desired locations of subsurface exploration. Although we will be careful to limit the extent of such occurrences, they cannot be avoided and this proposal does not include any costs to re-grade, re-vegetate, landscape or otherwise repair disturbed areas.

This proposal assumes that the services offered herein are subject to prevailing wage laws. If the Client should conclude this is not a prevailing wage project, please advise Geocon in writing prior to commencement of exploration.

In preparing this proposal, we have made every effort to anticipate subsurface conditions and to coordinate with regulatory agency personnel regarding the scope of our investigation. However, regulatory agencies occasionally request additional exploration or clarification to assure that investigations are complete and fully understood by all concerned parties. Responses to letters from the regulatory agencies requiring clarification of our report will be performed at no charge. However, should additional exploration, addendum, update reports or letters become necessary, following the completion of our report; they will be billed on a time and materials basis.



TASK 3: ENGINEERING DESIGN

3.1 - BASE CONSTRUCTION DRAWINGS AND ENGINEER'S COST ESTIMATE ("60% DRAWINGS")

IMEG shall prepare base construction drawings on 24" x 36" sheets with standard City title block, approvals and permits block, using AutoCAD Version 2022 format.

Any plan and profile sheet(s) shall be prepared at a scale no smaller than a scale of 1" = 40' (horizontal) and 1" = 4' (vertical) unless a larger scale is more appropriate to show the proposed improvements. Details will be prepared at appropriate scales.

CONSTRUCTION PLANS FOR EACH SITE INCLUDED IN THIS SCOPE OF WORK:

- **3.1.1** - C-01 Cover Sheet
- **3.1.2** - C-02 Notes/Index of Sheets
- **3.1.3** - C-03 Demolition Plans
- **3.1.4** - C-04 Structural Wall Plans
- **3.1.5** - C-05 Grading Plans
- **3.1.6** - C-06 Structural/Grading Detail Sheet

The base Construction Drawings will include signature blocks, approvals and permits block, locations and sizes of utilities, locations of improvements, highlight abandonments, connection and separation points, easements, property lines, rights-of-way, property addresses, and pertinent survey data.

As part of the completion of the base construction drawings, IMEG will field review the proposed layout for accuracy of existing improvements and conditions and include City staff/Program Manager to check policies and preferences.

3.2 - EROSION CONTROL PLAN

IMEG shall prepare an Erosion Control Plan in conjunction with the preparation of the Block Wall Plans with the design criteria of the appropriate governmental jurisdictional agency and the California Regional Water Quality Control Board.

Erosion Control Plan shall include sandbag layout, silt fence layout, desilting basin design and details, and designation hydroseed areas.

3.3 - STRUCTURAL DESIGN SCOPE OF WORK:

Provide structural design for 1000' of sound wall along freeway including:

- Research existing site for conditions where sound wall is to be located.
- Provide design of new foundations to for sound wall.
- Provide vertical support and secondary framing to support prefabricated, non-masonry sound wall elements.
- Provide structural calculations and design drawings.
- Respond to building department corrections and update drawings for permit ready drawings.
- Provide construction administration including response to RFI's and submittals as well as provide up to 2 site visits during construction.

3.4 - 60% CONSTRUCTION DRAWINGS SUBMITTAL AND REVIEW MEETING WITH THE CITY

IMEG shall arrange a review meeting with the City staff and will provide the City staff and peer review/ Program Manager with copies of the preliminary 60% Construction Drawings showing proposed alignment and improvements. The purpose of the meeting will be to review and obtain comments and/or approval regarding the preliminary design, as well as document the review process for later submittal to the Director for acceptance. In addition, possible interferences, system connections, permit requirements, and right-of-way requirements will be discussed.

3.5 - 100% BID DOCUMENTS

Based on the City staff comments from the 60% Submittals, IMEG will complete the final construction drawings in accordance with City requirements. IMEG shall also complete any revisions and submit the construction version of these documents and secure their approval from the City.

Once the contract documents are complete, IMEG will schedule a final project design meeting with the City staff to present the completed contract documents for final review and acceptance.

DELIVERABLES:

THE 100% SUBMITTAL SHALL INCLUDE:

- Construction specifications & special provisions
- Soft electronic copies of the above completed design products.
- Soft electronic submittals shall be electronically identified and organized to the satisfaction of the District.
- Written documentation, tabularized material, and estimates shall be finalized in PDF format.
- Construction drawings shall be submitted in AutoCAD, Version 2022. One PDF set of accompanying revised final plans, specifications, estimates, special provisions, and soft copies there of as discussed above shall also be included and provided by IMEG to the District Program Manager.

Timeline: 90-120 days

TASK 4: SPECIFICATIONS AND ESTIMATES

4.1 - SPECIFICATIONS AND ENGINEER'S COST ESTIMATE

At 60% stage IMEG will also include preliminary specifications in accordance with City requirements. At the 100% stage, IMEG will incorporate any comments from the 60% review by City staff and IMEG's in-house QA/QC review.

TASK 5: PERMITTING

5.1 - PERMITTING

IMEG will coordinate with City staff, owners of existing utilities and CALTRANS, if required to assist the City with the permit processing. IMEG will assist the City in sending out the Utility Notification Letters upon receiving the Notice to Proceed since this is potentially a long lead item. Contact with CALTRANS will also commence early in the design process to ensure we have the necessary design requirements.

TASK 6: BIDDING/ CONSTRUCTION SUPPORT

IMEG shall provide bid support and engineering support to the City or the City's contractor as directed during the construction phase of the project. Scope includes:

- Response to Requests for Information (RFI's)
- Review of shop drawings, as requested by the City
- Attending one pre-bid meeting
- Attending one pre-construction meeting, and attendance in normal meeting
- Coordination efforts with various agency representatives related to the successful completion of the Project's construction
- A total of forty (48) hours have been budgeted for this task. Included in this phase will be site visits, punch list, and as- built drawings



› Reimbursable Expenses

IMEG shall incur reimbursable expenses such as printing, reproductions, messenger services, and other project-specific out-of-pocket expenses necessary to achieve preparation and processing of the previously discussed tasks. Such costs will be reimbursed at cost monthly. Agency fees, processing charges and plan check fees are not included as reimbursable and will be paid for separately by the City.

› Additional Services

Services which are not specifically identified herein as services to be performed by IMEG or its subconsultants are considered "Additional Services" for purposes of this Agreement. The City may request that IMEG perform services which are Additional Services. However, IMEG is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule, and fee for such Additional Services. In the event IMEG performs, Additional Services before receipt of such executed amendment, the City acknowledges its obligation to pay for such services at IMEG's standard rates, within 30 days of receipt of IMEG's invoice.

› Exclusions

Consulting services relation to any of the following tasks may be completed by IMEG if negotiated under a separate contact for an addition fee; but are presently specifically excluded from this Agreement:

1. Hazardous wastes
2. NPDES
3. Easements and R.O.W. dedications
4. Potholing
5. Storm Water Pollution Prevention Plan (SWPPP)
6. Traffic Control Plans
7. Caltrans Local Assistance
8. Traffic Impact Technical Memorandum
9. Categorical Exclusion Form, Environmental Commitments Record
10. Noise Impact Technical Memorandum
11. Biological Resources Assessment
12. Air Quality Technical Memorandum
13. Any additional NEPA Technical Study
14. Preliminary Environmental Studies (PES) Form
15. NEPA Environmental Approval
16. CEQA Environmental Clearance
17. Community Outreach
18. Any other services not specifically set forth in the above Scope of Services
19. Noise Studies

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") not to exceed the rates stated in Exhibit C-1.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

PROPOSED FEE SCHEDULE

OPPORTUNITY VILLAGE SOUND WALL

IMEG - Civil\Surveying\Structural - Bryant Street (1000 LF of Soound Wall)

Based on RFP

Fee Breakdown

Proposal Submittal
November 14, 2023

Classification	Client Executive /	Senior Project	Senior Engineer I	Graduate Engineer -	Senior (Designer / Designer	Structural Designer IV	Sr. Project Surveyor	Designer II / Surveyor	Virtual Design Coordinator	Travel Time	2-Man Crew	Administrati Clerical	Total	IMEG	Consultant	
Hourly Billing Rate	$ 265	$ 210	$ 185	$ 150	$ 170	$ 120	$ 160	$ 115	$ 135	$ 130	$ 290	$ 80	Hours	Fees	Fees	Comments
TASK BREAKDOWN																
Task 1. Project Management																
1.1. Kick-off meeting w/CITY	2		1			1							4	$ 875		
1.2. Progress Meetings	2		16										18	$ 3,530		
1.4 Project Management	2		16										18	$ 3,530		
1.3. Invoicing	2		12										14	$ 2,790		
	8	0	45	0	0	1	0	0	0	0	0	0	34	$ 10,725	$ 0	
Task 2. Project Development																
2.1. Utility Research			8										8	$ 1,480		
2.2 Topographical Survey and GPR				4			8	26		3	14		51	$ 8,720	$ 6,946	Quality Locating
2.3. Geotechnical Survey			4										4	$ 740	$ 15,180	Geocon
	0	0	12	0	0	0	8	26	0	3	14	0	63	$ 10,940	$ 22,126	
Task 3. Engineering Design																
3.1 Design Plans at 60%													0	$ 0		
3.1.1. Prepare base background file based on survey file			4	4									8	$ 1,340		
3.1.2. Prepare the following studies:													0	$ 0		
3.1.3. Prepare Construction Drawings													0	$ 0		
1) Cover Sheet				4									4	$ 600		
2) Construction Notes and Index of Drawings	1		4	4									9	$ 1,625		
3) Demolition plan for the removals	1		4	8									13	$ 2,225		
4) Construction plan for the required site improvements.	1		4	12									17	$ 2,825		
5) Grading Detail sheet			4	8									12	$ 1,940		
6) Erosion Control Plan and BMP Details			4	8									12	$ 1,940		
3.1.4 60% CD Submittal and Review meeting	1		3	8									4	$ 840		
3.1.5 Response to 60% comments			4	8									12	$ 1,940		
3.2.1 100% CD Submittal and Review meeting	1		3										4	$ 840		
3.2.2 Response to 90% comments			4	8									12	$ 1,940		
3.2.3 Final CD Submittal	1		3										4	$ 840		
3.2.4 QA/QC Review	6	4	4	8									16	$ 2,760		
	6	4	45	72	0	0	0	0	0	0	0	0	127	$ 21,675	$ 0	
Task 4. Specifications and Estimates																
4.1 Prepare Technical Specifications				4									4	$ 600		
4.2 Prepare Engineer's Cost Estimate			8										8	$ 1,480		
	0	0	8	4	0	0	0	0	0	0	0	0	12	$ 2,080	$ 0	
Task 5. Permitting																
5.1 Coordination and Processing thru CALTRANS	1		24										25	$ 4,725		
5.2 Coordination and Processing thru City of Banning	1		16										17	$ 3,245		
	2	0	40	0	0	0	0	0	0	0	0	0	42	$ 7,970	$ 0	
Task 6 Bidding/Construction Support																
Bidding Support													0	$ 0		
RFIs			4										4	$ 740		
Submittal Reviews			4										4	$ 740		
Site Visits			3										3	$ 555		
Punch List			3										3	$ 555		
As-Built Drawings				8									8	$ 1,200		
													0	$ 0		
													0	$ 0		
	0	0	14	8	0	0	0	0	0	0	0	0	22	$ 3,780	$ 0	
	16	4	164	84	0	1	8	26	0	3	14	0	320	$ 57,180	$ 22,126	
TOTALS Fee	$ 4,560	$ 840	$ 30,340	$ 12,600	$ 0	$ 120	$ 1,280	$ 2,990	$ 0	$ 390	$ 4,060	$ 0	—	—	—	$ 79,306
Optional- Structural Engineering Support																
	20	20			40	40			8			20	148	$ 24,180		
1) Structural Review/Calculations/Structural Drawings																$ 24,180
	20	20	0	0	40	40	0	0	8	0	0	20	148	24,180	—	

Hourly Rates

IMEG STANDARD HOURLY RATES*	
ROLE	RATE
Senior Client Executive/ Senior Market Director / VP	$300
Client Executive / Market Director	$285
Project Executive	$240
Senior Project Manager II	$230
Senior Project Manager I	$210
Engineer of Distinction	$230
Senior (Engineer / Landscape Architect / Land Planner) III	$220
Senior (Engineer / Landscape Architect / Land Planner) II	$200
Senior (Engineer / Landscape Architect / Land Planner) I	$185
Project (Engineer / Landscape Architect / Land Planner) II	$175
Project (Engineer / Landscape Architect/ Land Planner) I	$165
Graduate Engineer - Designer II / Surveying Graduate - Surveyor II	$150
Graduate Engineer - Designer I / Surveying Graduate - Surveyor I	$135
Designer of Distinction	$190
Senior (Designer / Surveyor / Technician) III	$180
Senior (Designer / Surveyor / Technician) II	$170
Senior (Designer / Surveyor) / Technician) I	$150
Crew Chief II / Coordinator II / Project (Designer II / Surveyor II)	$140
Crew Chief I / Coordinator I / Project (Designer I / Surveyor I)	$135
Designer II / Technician IV	$130
Designer I / Technician III	$115
Design Technician II / Technician II	$110
Design Technician I / Technician I / Intern	$105
2-Man Survey Travel	$130
2-Man Survey Crew	$240
3-Man Survey Crew	$310
Senior Construction Administrator	$150
GIS System Architect	$130
GIS Analyst	$100
Senior Virtual Design Coordinator	$150
Virtual Design Coordinator	$135
Senior Virtual Design Technician	$125
Virtual Design Technician	$105
Project Administrator	$145
Administrative Assistant / Construction Administrative Assistant	$95

*Adjusted annually. These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

Reimbursable Expenses:

- Invoiced with a 1.1 multiplier of actual cost, including:
- CAD plots, reproductions and delivery costs of drawings, specifications, and duplicate reports beyond one set provided at each normal stage of review
- Reproduction of drawings on Mylar media
- Plan review fees or imposed government agency fees
- Premium delivery charges
- Meals and lodging when required to travel overnight
- State filing and/or permit fees related to energy life-cycle costs
- Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, airfare, rental cars (CD only), and other out of pocket expenses.

GEOCON

2023 SCHEDULE OF FEES
GEOTECHNICAL

PROFESSIONAL SERVICES

Word Processor/Technical Editor/CAD	$85/hr.
Engineering Assistant/Lab Technician.	85/hr.
Special Inspector	75/hr.
Engineering Field Technician (Including Vehicle and Nuclear Gauge) and Non-Destructive Testing	90/hr.
Senior Engineering Field Technician (Including Vehicle and Nuclear Gauge)	95/hr.
Staff Engineer/Geologist	120/hr.
Senior Staff Engineer/Geologist	135/hr.
Project Engineer/Geologist	145/hr.
Senior Project Engineer/Geologist	160/hr.
Senior Engineer/Geologist	185/hr.
Associate Engineer/Geologist	195/hr.
Principal Engineer/Geologist/Litigation Support	200/hr.
Deposition or Court Appearance	400/hr.
Attorney Fees (General)	350/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee	$500/Per Project
Minimum Field Services Fee (per day or call-out)	4 hrs.
Short-Notice Cancellation:	
After 4 pm of the day prior to scheduled inspection time	4 hrs.
Upon or after arrival at job site)	4 hrs.
*Prevailing Wage Hourly Surcharge per California Labor Code §1720, et seq.	$45/hr.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$150/day

EQUIPMENT & MATERIALS

Nuclear Gauge	Included in Technician Rate
Coring Machine (concrete, asphalt, masonry)	$189/day
Generator/Air Compressor	110/day
Asphalt Cold Patch, 60-lb. sack	19/bag
Concrete, 60-lb. sack	19/bag
GPS Unit	173/day
Outside Services/Equipment/Materials	Cost + 15%

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557)	$226/ea.
6-inch mold (D1557)	226/ea.
California Impact (CAL216)	221/ea.
Check Point	96/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301)	$310/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883)	584/ea.
Stabilization Ability of Lime (C977)	190/ea.

LABORATORY TESTS

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	$67/ea.
Wet Sieve Analysis to #200 (D422)	111/ea.
Hydrometer Analysis (D422)	168/ea.
Sieve Analysis with Hydrometer (D422)	191/ea.
Specific Gravity, Soil (D854)	78/ea.
Specific Gravity Coarse Aggregate (C127)	57/ea.
Specific Gravity Fine Aggregate (C128)	76/ea.
Moisture Determination, tube sample (D2216)	23/ea.
Moisture Determination and Unit Weight (D2937)	45/ea.
Atterberg Limits: Plasticity Index (D4318)	170/ea.
Sand Equivalent (D2419)	115/ea.
pH and Resistivity (CAL643)	135/ea.
Sulfate Content (CAL417)	98/ea.
Chloride Content (CAL422)	65/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	$135/ea.
Direct Shear, Quick (D3080)	255/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	165/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	200/ea.
Consolidated-Undrained Triaxial Shear (D4767)	345/pt.
Consolidated-Undrained Triaxial Staged (D4767)	405/ea.
Consolidated-Drained Triaxial Shear (EM1110)	430/pt.
Consolidated-Drained Triaxial Staged (EM1110)	610/ea.

CONCRETE

Compressive Strength, Cylinders (C39)	$28/ea.
Compressive Strength, Cylinders 6x12 (C39)	31/ea.
Compressive Strength, Cores (C42)	45/ea.
Flexural Strength Beam (C78/C293)	89/ea.
Splitting Tensile Test (C496)	77/ea.
Mix Design Review	222/ea.
Trial Batch	530/ea.

PERMEABILITY, CONSOLIDATION, AND EXPANSION

Permeability, Flexible Wall (D5084)	$330/ea.
Permeability, Rigid Wall (D5856)	285/ea.
Consolidation, per point (D2435)	57/pt.
Expansion Index (D4829/UBC 29-2)	150/ea.

MASONRY

CMU Compressive Strength (C140)	$67/ea.
Compressive Strength, Grout (C1019/UBC 21-19)	27/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)	27/ea.
CMU Unit Wt., Dimen., Absorption (C140)	67/ea.
Compressive Strength, Masonry Prism (C1314)	128/ea.

Laboratory Tests	
Aggregate Quality	
Dry Sieve Analysis to #200 (C13)	$111/ea.
L.A. Rattler Test (500 rev.) (C131)	206/ea.
Sulfate Soundness (per sieve size) (C88)	111/ea.
Durability (fine or coarse) (D3744)	184/ea.
Unit Weight (C142)	77/ea.
Organic Impurities - Sand (C40)	62/ea.
Friable Particles (C142)	88/ea.

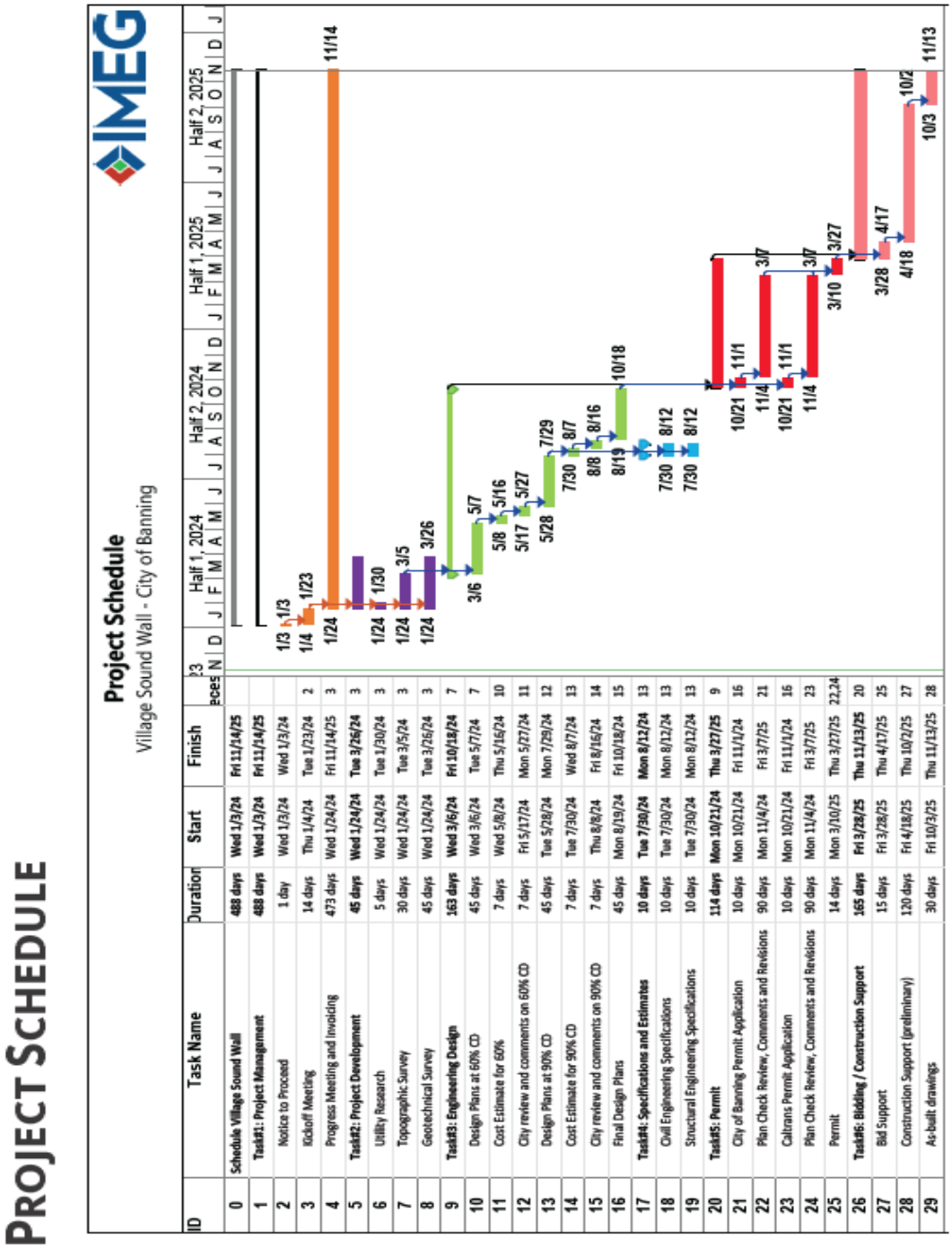
Laboratory Tests	
Asphalt Concrete	
Density, Hveem (D2726/CAL308)	$101/ea.
Stabilometer (D1560/CAL304)	111/ea.
Theoretical Max. Specific Gravity (D2041)	83/ea.
Sieve Analysis Extracted Aggregate (C136)	96/ea.
% Asphalt, Ignition Method (CAL382)	111/ea.
% Asphalt, Nuclear Gauge (CAL379)	117/ea.
Unit Weight, Core (D 1188)	64/ea.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE



ID	Task Name	Duration	Start	Finish	Predecessors
0	Schedule Village Sound Wall	488 days	Wed 1/3/24	Fri 11/14/25	
1	Task#1: Project Management	488 days	Wed 1/3/24	Fri 11/14/25	
2	Notice to Proceed	1 day	Wed 1/3/24	Wed 1/3/24	
3	Kickoff Meeting	14 days	Thu 1/4/24	Tue 1/23/24	2
4	Progress Meeting and Invoicing	473 days	Wed 1/24/24	Fri 11/14/25	3
5	Task#2: Project Development	45 days	Wed 1/24/24	Tue 3/26/24	3
6	Utility Research	5 days	Wed 1/24/24	Tue 1/30/24	3
7	Topographic Survey	30 days	Wed 1/24/24	Tue 3/5/24	3
8	Geotechnical Survey	45 days	Wed 1/24/24	Tue 3/26/24	3
9	Task#3: Engineering Design	163 days	Wed 3/6/24	Fri 10/18/24	7
10	Design Plans at 60% CD	45 days	Wed 3/6/24	Tue 5/7/24	7
11	Cost Estimate for 60%	7 days	Wed 5/8/24	Thu 5/16/24	10
12	City review and comments on 60% CD	7 days	Fri 5/17/24	Mon 5/27/24	11
13	Design Plans at 90% CD	45 days	Tue 5/28/24	Mon 7/29/24	12
14	Cost Estimate for 90% CD	7 days	Tue 7/30/24	Wed 8/7/24	13
15	City review and comments on 90% CD	7 days	Thu 8/8/24	Fri 8/16/24	14
16	Final Design Plans	45 days	Mon 8/19/24	Fri 10/18/24	15
17	Task#4: Specifications and Estimates	10 days	Tue 7/30/24	Mon 8/12/24	13
18	Civil Engineering Specifications	10 days	Tue 7/30/24	Mon 8/12/24	13
19	Structural Engineering Specifications	10 days	Tue 7/30/24	Mon 8/12/24	13
20	Task#5: Permit	114 days	Mon 10/21/24	Thu 3/27/25	9
21	City of Banning Permit Application	10 days	Mon 10/21/24	Fri 11/1/24	16
22	Plan Check Review, Comments and Revisions	90 days	Mon 11/4/24	Fri 3/7/25	21
23	Caltrans Permit Application	10 days	Mon 10/21/24	Fri 11/1/24	16
24	Plan Check Review, Comments and Revisions	90 days	Mon 11/4/24	Fri 3/7/25	23
25	Permit	14 days	Mon 3/10/25	Thu 3/27/25	22,24
26	Task#6: Bidding / Construction Support	165 days	Fri 3/28/25	Thu 11/13/25	20
27	Bid Support	15 days	Fri 3/28/25	Thu 4/17/25	25
28	Construction Support (preliminary)	120 days	Fri 4/18/25	Thu 10/2/25	27
29	As-built drawings	30 days	Fri 10/3/25	Thu 11/13/25	28

RESOLUTION 2022-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING A PRE-QUALIFIED PROFESSIONAL ENGINEERING ON-CALL VENDOR LIST EFFECTIVE JULY 1, 2022 WITH A MAXIMUM TERM OF FIVE YEARS

WHEREAS, A Request for Proposal was released through ProcureNow on March 7, 2022; and

WHEREAS, the Request for Proposal was closed on April 25, 2022 with 23 proposals received; and

WHEREAS, evaluation committees of three (3) staff members were assembled to evaluate proposals based on qualifications, experience, methodology, quality control, and staffing availability for each service category; and

WHEREAS, any firm with a minimum qualifying score of 80 out of 100 points is considered to be pre-qualified in a particular service category as shown in Exhibit "A".

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

SECTION 1. The City Council adopts Resolution 2022-99 establishing a pre-qualified professional engineering on-call vendor list for various engineering services effective July 1, 2022 for a maximum of 5 years.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute purchase orders for professional engineering services from the pre-qualified on-call vendor list.

PASSED, APPROVED AND ADOPTED this 12th day of July 2022.

Kyle Pingree, 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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-99, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of July 2022 by the following vote, to wit:

AYES: Hamlin, Pingree, Sanchez, and Wallace.

NOES:

ABSENT: Happe.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT "A"

Table 1: Pre-Qualified Engineering On-Call Matrix (eff. July 1, 2022, 5-year maximum term)

Proposing Firm and Pre-Qualified Service Catergories	Civil Design	Specialized Utility	Traffic Engineering	Transportation Planning	Surveying and Mapping	Geotechnical and Materials Testing	Grant Writing and Management	Environmental Services	Landscape Architecture
Albert A. Webb Associates	90.3		88.7	88.7	82.0		22.0	66.5	58.5
CASC Eng. and Consulting, Inc	85.7				80.0			81.5	
Cozad & Fox	79.3				83.0				
Earth Systems Pacific	12.3					93			
Eng. Resources of So. California	95.3	85.5	88	87.3	87.7	70			
EXP U.S. Services, Inc	89.3		84.3		59.7	70	65.0		64.5
Hunsaker Associates	75.3				77.7				
IMEG Corp	93.7	79.8	81.7	85.7	85.0	76.5	73.7	60.5	67.0
Inland Foundation						93			
J. Smith & T. Muli, Inc	80.0								
Kimley-Horn and Associates, Inc	95.7	85.5	93	94.0	73.0	72.5	81.0	80.0	80.5
Landscape Dynamics									93.0
Mark Thomas & Company	89.7				84.7		84.3		92.0
Michael Baker International	96.0	89.5	93	94.3	88.0	0	87.7	71.5	69.5
MTGL, Inc						96.5			
N2W Engineering		71.2							
Onward Engineering	77.0				68.0				
Provost & Pritchard Consult. Group	78.3	85.8					97.3	77.0	
Rick Engineering Company	91.5		94		88.0				79.5
STC Traffic, Inc.			93	91.3			92.7		
TKE Engineering, Inc.	91.7	85.7	83.7	85.3	82.7		79.0		
Transtech Engineers, Inc.	84.7	79.2	87	88.0	75.7		68.3		
Wildan Engineering	94.7	83.5	92	90.3	82.0	95.5	93.3	87.0	93.0
Totals:	13	6	11	9	10	4	6	3	4

CITY OF BANNING

PUBLIC WORKS DEPARTMENT
Invitation to Bid

DESIGN OF OPPORTUNITY VILLAGE SOUND WALL

Release Date: October 19, 2023

Due Date: November 13, 2023 (by 2:00 p.m.)

Contact Person: Patrick Safari, CIP Manager
Phone: (951) 922-3168
E-mail: psafari@banningca.gov

I. PROPOSAL

The City of Banning (City) is soliciting proposals from qualified firms for the design of Opportunity Village (Homeless Shelter) Sound Wall to provide effective freeway traffic noise reduction for the shelter occupants. The Consultant will design approximately 1000 feet of sound barrier along Bryant Street and south of Interstate I-10 Freeway. The Consultant will develop Plans, Specifications and Estimates (PS&E) including all documents required to bid and construct a sound wall along Bryant Street. The City of Banning prefers non-masonry sound walls such as Carsonite AcoustaShield Composite Sound Barrier Systems, Sound Fighter Systems or approved equal for ease of installation and lower cost.



II. SCHEDULE OF EVENTS

The Invitation for Bids will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City:

Event	Date	Time
Invitation for Bids Released	October 19, 2023	N/A
Final Questions Due	November 2, 2023	Before 2:00 pm PST

Responses to Questions Released	November 6, 2023	N/A
Bids Due	**November 13, 2023**	**Before 2:00 pm PST**
Tentative City Council Meeting to Consider Awarding Contract, if applicable.	December 5, 2023	5:00 pm PST
Notice to Proceed (Tentative)	January 3, 2023	

III. SUBMITTAL INSTRUCTIONS

Proposals shall be accepted until **November 13, 2023 at 2:00 p.m.** via email:

Patrick Safari, CIP Manager - psafari@banningca.gov

The proposal shall include prior experience completing similar projects and it shall be submitted for each proposed personnel. The selected consultant will need to execute a standard contract with the City for professional services.

The proposal package shall include the described services, requirements, compensation, and schedule as organized in Exhibit's "A" through "D" of the City's standard professional services agreement. Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size which excludes index/table of contents, tables, charts and graphic exhibits. The proposal shall include among other things:

a. Proposal – The proposal shall be signed by the appropriate company executive who can bind the company in contractual services.

b. Organization and Staffing – Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work. Identify the Project Leader who will be the day-to-day contact for the services; and, other personnel assigned to perform the required work. The Consultant will provide personnel to act independently in accomplishing work for the City.

c. Project Schedule – Provide a tentative project schedule for the Scope of Work from start to completion.

d. Proposed Fee Schedule – Provide a statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses.

e. Suggested Task Breakdown:

Task 1. Project Management
- 1.1 Kick-Off Meeting
- 1.2 Progress Meeting
- 1.3 Invoicing

Task 2. Project Development
2.1 Utility Research, Survey and Site Reconnaissance

Task 3. Engineering Design
3.1 Design Plans at 60%
3.2 Final Design Plans

Task 4. Specifications and Estimates

Task 5. Permitting

Task 6. Bidding/Construction Support

IV. SCOPE OF SERVICES

The following is provided as a guideline as to what the City of Banning expects in the scope of work for the project; however, this is just a guideline. Consultant shall provide services necessary to provide a complete (construction ready) project. Modifications to the scope below may be necessary and the information below does not constitute the necessary work for the consultant to complete the project.

The following Scope of Services tasks must be listed and addressed on the proposal submitted to the City:

Task 1. Project Management

1.1 Kick-off Meetings

Within two weeks after the execution of the contract, the consultant and city staff shall have a kick-off meeting to discuss the project scope, goals and finalize the project schedule. The consultant shall set up and manage the project, provide utility coordination, perform quality assurance and quality control prior to each milestone submittal and in conformance with federal, state and city standards. The consultant shall develop and maintain a detailed work program and schedule the development of a project specific Work Plan. The Work Plan will include, at a minimum, details of methodology, sequence of tasks, lists of deliverables, milestone submittal schedule, summary of organizational responsibilities and contacts.

1.2 Progress Meetings

The consultant shall attend regular status meetings with the City throughout the duration of the project as well as prepare meeting minutes. The consultant will meet face to face with the Project Design Team (PDT) monthly. The consultant will be responsible to facilitate other meetings as necessary with City Departments and other key stakeholders, creating meeting agendas with input from the city and prepare and distribute meeting minutes within seven (7) calendar days of the meeting.

1.3 Invoicing

The consultant shall invoice the city on a monthly basis. If applicable, all invoices shall include sub-consultant invoices and direct costs. Direct costs shall be supported by a copy of receipts. Monthly invoices shall include details of billed and the remaining budget for each task.

Change orders/additional work requests must be cleared and approved by the City prior to additional work being completed.

Deliverables: Work Plan, Meeting Agendas and Meeting Minutes, Monthly Invoices, Schedule.

Task 2. Project Development

2.1 Utility Research, Survey and Site Reconnaissance

Consultant shall conduct thorough research to obtain all available utility documents within the project area. The consultant shall be responsible for researching all applicable agency and utility company records. The consultant shall be responsible for preparing a complete list of all underground and aboveground utilities and facilities in the project area. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns and existing design constraints. Consultant shall conduct a field survey to obtain all the necessary elevations, dimensions, and other measurements necessary to establish proper line and grade.

Deliverables: Field Review Notes, Photo Logs, Letters to Utility Owners, Utility As-Built Maps, Utility Base Map

Task 3. Engineering Design

3.1 Design Plans at 60%

Upon completing record document research, survey and site reconnaissance, the Consultant shall compile all gathered information and prepare 60% design plans. The design shall include all the required wall alignment, grade and associated quantities, cost estimate as well as identifying the existing right-of-way and property lines.

Deliverables: Two (2) sets of 60% plans on 24"X36" paper, Quantities and Cost Estimate.

3.2 Final Design Plans

The Consultant shall prepare a complete set of improvement plans compatible with AutoCAD 2019. The plans shall include a cover sheet with

all sheets using the City title block and prepared in accordance with the regulations and standards of the City of Banning.

Deliverables: Four (4) sets Final Design plans on 24"X36" paper, Quantities and Cost Estimate, Final Plans CAD Files

Task 4. Specifications and Cost Estimates

Consultant shall prepare a complete set of technical specifications based on the City's general and special provisions and sound wall manufacturer's specifications. The City's preferred sound wall products or approved equal are as follows:

1. https://www.carsonite.com/products/sound-barriers/acoustashield-sound-barrier
2. https://www.soundfighter.com/applications/roads-and-highways/

The Consultant will also prepare cost estimates based on construction bid items and quantities from the 60% and final design plans. A detailed breakdown of each lump sum item should be provided for comparison with other similar projects. Adequate contingencies should be included in the cost estimate to account for the unpredictability of materials costs.

Deliverables: 60% and Final specs and Cost Estimates, Electronic Versions of each Submittal.

Task 5. Permitting

Consultant shall process a Caltrans encroachment permit.

Deliverables: Correspondence with Caltrans, Permit Application and Final Permit.

Task 6. Bidding/Construction Support

Consultant shall be available during the advertisement and construction of the project to answer RFI's as well as prepare necessary addenda. The consultant shall plan to attend, at a minimum, the following meetings: pre-bid meeting and pre-construction meeting. The consultant shall review shop drawings and submittals from the contractor for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Upon written authorization from the City, consultant shall provide engineering design services for revisions to construction documents resulting from changed or unforeseen conditions, or other change order work required due to actions of the City. The consultant shall assume a minimum of three (3) site visits during construction as requested by the City. Upon completion of the project, the consultant shall use information based on redlined information provided by the Contractor and the City to prepare as-

built plans. As-built plans shall be submitted to the City within one (1) month of receipt of as-built redlines.

Deliverables: Meeting Attendance, Response to Bidder's/Contractor's RFIs, Addenda, Submittal Reviews, As-Built Plans

Consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the design project as defined herein. Consultant may propose additional services that in its' opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task in the Consultant's Fee Schedule.

V. SUBCONTRACTING

The Consultant may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by Consultant, Consultant is representing to City that Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the project specific proposal, the Consultant shall not award work to any unlisted subcontractor(s) without prior written approval of the City. The Consultant shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the City.

VI. PREVAILING WAGE REQUIREMENTS

In responding to this request, all professional firms or contractors agree to comply with prevailing wage requirements, the Department of Industrial Relations, as further described below:

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations (DIR), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall defend, indemnify and hold the City, its elected officials, officers,

employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

California Department Industrial Relations Registrations
In 2014, the California legislature enacted several laws impacting public works contracting. Senate Bill 854 (SB 854) creates changes in the way DIR monitors prevailing wage requirements. All contractors and subcontractors must register with the DIR and meet DIR requirements before bidding on public works contracts in California. No contractor or subcontractor may be awarded a contract for public work or public works project unless registered with the DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Public Work Contractors/Subcontractors can register with the DIR at www.dir.ca.gvo/Public-Works/.

VII. CONSULTANT COMPENSATION

Proposer shall provide a scope and a "not to exceed fixed fee" for professional services and submit the Price Proposal Form (Attachment 1). The selected Consultant will be asked to enter into a "not to exceed" agreement prior to the issuance of the notice to proceed and required to provide insurance naming the City of Banning as additional insured.

VIII. CITY DISCLAIMER

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the qualifications that best meet the City needs. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

No representation is made that any contract will be awarded pursuant to this RFP. In no way shall a contract be viewed as an exclusive contract in any way. The City reserves the right to retain additional consultants as necessary to satisfy the needs of the City. All costs incurred in the preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposed firm. Information submitted to the City in response to this RFP will become the property of the City of Banning and will not be returned.

IX. STANDARD CONTRACT

The Consultant shall be willing to enter into an agreement attached as Attachment 2 and comply with the City's insurance requirements as indicated in the agreement.

X. SCHEDULE

The consultant shall provide a project schedule indicating key project milestones and project activities. The schedule shall reflect a tentative start date of January 3, 2024.

XI. NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, include contingencies for additional meetings or workshops, and address other factors identified by the Proposer not contemplated in this document or the City's standard agreement.

XII. ATTACHMENTS:

1. Pricing Proposal Form
2. Agreement and Insurance Requirements
3. Public Works Contract Requirements

ATTACHMENT 1

(Pricing Proposal Form)

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

Task No.	Task	Hours	Total Cost
Task 1	**Project Management**		$
Task 2	**Project Development**		
2.1	Utility Research, Survey, Site Recon		$
Task 3	**Engineering Design**		
3.1	Design Plans (60%)		$
3.2	Final Design (100)		$
Task 4	**Specifications & Cost Estimate**		$
Task 5	**Permitting**		$
Task 6	**Bidding/Construction Support**		$

A. Total proposal amount in written form (Tasks 1-6):

_____

	OPTIONAL TASK	Hours	Total Cost
	Additional Services TBD by consultant if necessary		$
			$
			$
			$

B. Optional task(s) amount in written form:

_____

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the

subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)
Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

ATTACHMENT 2

(Sample Agreement and Insurance Requirements)

PROFESSIONAL SERVICES AGREEMENT

By and Between

THE CITY OF BANNING

and

VENDOR NAME

SAMPLE

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
VENDOR NAME

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 22nd day of May, 2018 by and between the **City of Banning**, a municipal corporation ("City") and Vendor Name**,** a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services for the Insert Type of Work to be Completed prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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, the 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" or "work" hereunder and which relate the Insert Type of Work to be Completed prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and

SAMPLE

professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

SAMPLE

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

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 for the service 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 work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or 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 desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

SAMPLE

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.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed WRITTEN AMOUNT IN DOLLARS ($0.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the 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.

Compensation 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-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work 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 said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

SAMPLE

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. 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. 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 the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of 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. When requested by the Consultant, extensions of the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

SAMPLE

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, or extended in writing in advance by both parties, except as otherwise provided in the Schedule of Performance (Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ _____

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such person or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SAMPLE

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant 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

SAMPLE

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 the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$2,000,000 aggregate for products and completed operations

$2,000,000 general aggregate

(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 damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $1,000,000 per claim/occurrence and $1,000,000 policy aggregate.

In the event Consultant 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).

If this Agreement continues for more than three (3) years duration, or in the event the City Manager or his/her designee determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager, or his/her designee.

SAMPLE

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant 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 to City, its Council members, officers, officials, employees and agents; or (ii) Consultant 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 the City be responsible for the payment of any deductibles or self-insured retentions.

5.2 General Requirements.

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 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City. 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 Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

SAMPLE

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld 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. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, 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 Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify 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 Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

SAMPLE

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable, or arising from their reckless or willful misconduct, or negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of such claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

SAMPLE

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 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 the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants 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, and 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 documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event

SAMPLE

Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 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-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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.

SAMPLE

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 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 are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 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 work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 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

SAMPLE

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 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.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The 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 the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the 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 the City, the period of notice may be such shorter time as the 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 the Consultant has initiated termination, the 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 7.3. In the event the Consultant has initiated termination, the 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 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

SAMPLE

prosecute the same to completion by contract or otherwise, and the 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 the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 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-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

SAMPLE

8.3 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.

8.4 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 work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 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.

SAMPLE

9.3 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.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 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.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT
	By:	
Rochelle Clayton, Interim City Manager		NAME: TITLE:
	By:	
		NAME: TITLE:
ATTEST:		
		Tax ID No.
Sonja De La Fuente, Deputy City Clerk		
APPROVED AS TO FORM: Richards, Watson, Gershon		
Kevin G. Ennis, Esq., City Attorney		

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

SAMPLE

CALIFORNIA ALL-PURPOSE 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 _____, 20__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SAMPLE

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following services in connection with providing Insert Type of Work to be Completed prepared in connection therewith:**

A.

B.

C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

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 the City appraised through periodic status reports regarding the performance of the services under this Agreement by the following means:

A.

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A.

B.

C.

SAMPLE

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

SAMPLE

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

TASK	DESCRIPTION	SUB-BUDGET
1.		$0.00
2.		$0.00
3.		$0.00
4.		$0.00
5.		$0.00
	TOTAL	**$0.00**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. 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.

IV. The 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 work 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-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

V. The total compensation for services shall not exceed $0.00 as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

SAMPLE

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

SAMPLE

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Consultant will provide a written proposal within one week of the City's request for services, unless otherwise agreed to by the Contract Officer.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Proposed Project Schedule – Attached as Exhibit D-1.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

SAMPLE

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

SAMPLE

EXHIBIT C

Price Proposal Form

---The rest of this page is intentionally left blank---

Pricing Proposal Form

PRICING PROPOSAL FORM
Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

	Task	**Total Cost**
1.	Hydrology/Hydraulics Analysis	$
2.	Utility Coordination	$
3.	Grading Plans	$
4.	Storm Drain Plans	$
5.	Final PS&E	$
6.	Bid Phase Assistance	$
7.	Construction Survey/Post Construction	$
$		

A. Total proposal amount in written form:

_____

B. Optional tasks:

_____

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	**Hourly Rate**	**Hours worked**	**Total Cost**
	$		$
	$		$
	$		$

ATTACHMENT 3

(Public Works Contract Requirements)

PUBLIC WORKS CONTRACT REQUIREMENTS

Project Title:	
Invitation for Bid #:	**Contract Duration:** to
Description of Project:	
Labor Compliance Contact Information:	Name: Physical Address: Mailing Address: Email: Phone:
Prime Contractor:	Name: Physical Address: Mailing Address: Email: Phone:
Contractor License #:	**Contract Manager:**
PWCR #:	**Project Manager:**

POSTERS/NOTICES

Contractors are required to post all required state posters on the jobsite in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom **do not** meet the posting requirement.

❑ **State general prevailing wage determinations in effect on date advertised**
General prevailing wage determination _____
Journeyman and Apprentice Prevailing Wage Rates can be accessed at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm *Reference: California Labor Code Section (LC §) 1773.2*

PREVAILING WAGE REQUIREMENTS

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: LC §1774*

- ❑ Contractors utilizing an entity for the purpose of hauling or delivery of ready-mixed concrete are required to enter into a written subcontract agreement with the entity. *Reference: LC § 1720.9*
  - ⇨ Workers employed in the hauling and delivery of ready-mixed concrete must be paid not less than the specified prevailing wage for the type of work performed in the geographic location of the plant/batch facility. *Reference: LC § 1720.9*

- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty. *Reference: LC §1810-1815*

- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.

- ❑ When required, shift differential rates must be paid for classifications which include a shift determination.

- ❑ **State Prevailing Wages**
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.

- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
  - ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the California Department of Industrial Relations (DIR) for classifications utilized. Contact the Prevailing Wage Unit at (415) 703-4774 or available on DIR's Web site at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: LC §1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty to be paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *Reference: LC §1775 and §1742.1*

PAYROLL REQUIREMENTS

- ❑ Labor Classification Survey form shall be completed by the prime and subcontractors and Submitted by the Prime to the City at the beginning of the project.

- ❑ All labor compliance documents submitted must be complete and accurate, and require the correct contract number.

- ❑ Certified payrolls must be completed weekly and documents are due with invoice. *Reference: LC §1771.5*

- ❑ Certified payrolls must include ALL information as required by Labor Code 1776, *Contractor/Subcontractor Payroll*. *Reference: LC §1776*

- ❑ Certified payrolls shall display employee social security numbers OR if desired, the last 4-digits of the SSN may appear on the payroll documents if a "Master Key" of social security number is provided.

- ❑ Classification and group numbers are required on all payrolls (i.e., Laborer-Group 1, Plumber-Pipefitter, etc.). When work classification is not shown or a misclassification has been identified, the City of Banning will determine the wage rate based on duties performed. *Reference: LC §1776*

- ❑ Payrolls must clearly show how gross and net wages are calculated, including fringe benefits.

- ❑ A *Statement of Compliance* is due with each weekly payroll. Boxes must be marked indicating if benefits are paid to a fund or to the employee(s). All deductions marked "other" must be explained on the payroll or the Statement of Compliance (i.e. garnishments, tools, etc.). *Reference: LC §1776*

- ❑ All deductions marked "other" (i.e. garnishments, tools, etc.) must be explained on the payroll or the Statement of Compliance. Source documents to confirm the "other" deduction that meet requirements of an authorized payroll deduction are to be submitted on the first payroll which the deduction appears. Authorization for "Other" Payroll Deduction form is required to be submitted to the City.

- ❑ A *Fringe Benefit Statement (Statement of Employer Payment) form),* must be completed and signed showing hourly rates and the name and address of the plan(s) whenever fringe benefits are paid to a plan, fund or program. The form must be submitted with the first payroll and when fringe benefits or subsistence amounts change. Statements must be specific to the contract. *Reference: LC §1773.1*

- ❑ All contractors are required to provide itemized wage statements (check stubs) to employees.

- ❑ A *Statement of Non-Performance* is required during the project weeks that work is not performed.

- ❑ Failure by the prime to submit the required reports or documents will result in all payments due to the contractor being withheld until the next invoice after compliance. *Reference: LC §1771.5*

- ❑ City of Banning *Owner-Operator Listing* form, may be used when owner-operators are performing on the project. *Reference: LC §1776*
  - ⇨ The contractor employing an equipment owner-operator must complete the owner-operator listing. Forms will not be accepted from the equipment owner-operator unless the hiring contractor signs the owner- operator Statement of Compliance.

- ❑ Whenever an entity is used in the hauling or delivery of ready-mix concrete the following documentation must be provided:
  - ⇨ A copy of the written agreement between the entity hauling/delivering ready-mix

concrete and the contractor is required to be submitted with the first payroll which the entity performed work.

- ⇨ The contractor is required to submit a copy the driver's certified time records to the City of Banning with the payroll submission. *Reference: LC § 1720.9*

- ❑ Certified payrolls may be maintained and submitted electronically utilizing the Department of Industrial Relations Reporting form (State).
  - ⇨ Submissions must be in an unmodifiable PDF format and contain all information required by California Labor Code Section 1776.
  - ⇨ The prime contractor and each subcontractor must complete and submit a Certification of Authorization form to the City of Banning certifying that the principals and authorized payroll officer understand the requirements.
  - ⇨ Certified payrolls shall be submitted to the City of Banning and must only contain only one week ending per submittal. Electronic submittals may be sent to hstuart@ci.banning.ca.us or hardcopies are acceptable as well.
  - ⇨ The prime contractor shall be responsible for providing all subcontractor payroll records to the City.

APPRENTICES

- ❑ All requirements of California Labor Code, Section 1777.5 apply for classifications which DIR has identified as an apprenticable craft, including the following:
  - ⇨ Submit DIR's Division of Apprenticeship Standards (DAS) form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. Form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm
  - ⇨ Classifications that are an "apprenticable craft" shall contribute training funds to an approved training program.
  - ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council.
  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification in which they are registered and employed.
- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS.
- ❑ Proof of registration in a state-approved apprenticeship program will be required and must be submitted with the first payroll on which apprentices appear. *Reference: LC §1777.5* An Apprentice Certification Letter is acceptable proof.
- ❑ If an apprentice is required but not provided by the Division of Apprenticeship, then solicitations submitted by the contractor/subcontractor b to the DAS attempting to obtain an apprentice shall be submitted to the City.

ACKNOWLEDGMENT

I acknowledge that I have been informed and am aware of the Public Works requirements listed above and that I am authorized to make this certification.

CONTRACTOR : _____

AUTHORIZED NAME:_____ TITLE: _____

AUTHORIZED SIGNATURE:_____DATE:_____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

PAYROLL CONTACT NAME: _____

TITLE: _____

E-MAIL ADDRESS: _____ PHONE:_____

CITY OF BANNING
LABOR CLASSIFICATION SURVEY

PROJECT NAME: _____ CONTRACTOR: _____

PROJECT NUMBER: _____ SUBCONTRACTOR: _____

CLASSIFICATIONS

BRICKLAYER _____

CARPENTERS _____

CEMENT MASONS _____

DRYWALL HANGERS _____

ELECTRICIANS _____

IRON WORKERS _____

PAINTERS _____

PLUMBERS _____

ROOFERS _____

SHEET METAL WORKERS _____

SOFT FLOOR LAYERS _____

TILE LAYERS _____

LANDSCAPE / IRRIGATION FITTERS _____

LABORERS – STRIPPING _____

PLASTERER _____

OTHERS

_____ _____

_____ _____

_____ _____

_____ _____

LABORERS: GROUP 1 _____

GROUP 2 _____

GROUP 3 _____

GROUP 4 _____

GROUP 5 _____

POWER EQUIPMENT OPERATORS

GROUPS **1-21** _____

_____

_____

TRUCK DRIVERS

GROUPS **1-11** _____

_____

_____

ADDITONAL CLASSIFICATIONS
(Must be approved by the City)

CLASSIFICATIONS

_____

_____

_____

_____

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project No: _____

Project Name: _____

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the minutes of the Pre-Construction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designed as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance, which will accompany our weekly-certified payroll reports for this project.

_____

Print or Type Payroll Officer (Name)

_____ _____

Payroll Officer (Signature) Date

_____

Company Name (Contractor/Sub-contractor)

_____

Contractor/Sub-contractor License Number

_____

Print or type Owner/CEO (Name)

_____

Signature (Owner/CEO)

_____

Title

_____

Date

AUTHORIZATION for "OTHER'' PAYROLL DEDUCTION

Project No: _____

Project Name: _____

Employee Name: _____

Employee Address: _____

Employee Phone Number :( ) _____

I hereby authorize _____ to deduct the following
(Name of Company)
from my paycheck:

Amount of deduction:	$ _____
Start date of deduction:	$ _____
Frequency of deduction:	$ _____
Termination date of deduction:	$ _____

Reason for deduction: _____

This certification has been executed under penalty of perjury on this _____ day of _____ , _____ .

EMPLOYEE Signature: _____

EMPLOYER Signature: _____

Statement of Employer Payments

Date:		In Reply, Refer to Case No:	
Prime:			
Subcontractor:			
PROJECT NAME:			
PROJECT CONTRACT NO.:		County/location:	

HEALTH AND WELFARE

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

PENSION

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

TRAINING

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION

PW 26

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S																				
				HOURS WORKED EACH DAY											TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

ɴ-1-131 (New 2-80)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

- -

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: _____ Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____, _____
(1st date of week) (month)

and ending on the _____ day of _____, _____.
(last date of week) (month)

_____
Signature of Authorized Person

_____
Date

*THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER SUBMISSION OF THE INITIAL PAYROLL REPORT

OWNER-OPERATOR LISTING

Banning- Form 2505

NAME OF CONTRACTOR EMPLOYING OWNER OPERATOR(S)	ADDRESS

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	CONTRACT NO.

NAME, ADDRESS, SOCIAL SECURITY NO. AND CONTRACTORS LICENSE NO. OF OWNER-OPERATOR (IF ANY)	WORK CLASSIFICATION	DESCRIPTION OF EQUIPMENT	TRUCK CAL T NO. AND/OR EQUIP. LICENSE NO.	ST OR OT	DAY AND DATE							TOTAL WEEKLY HOURS	HOURLY RATE OF PAY	GROSS PAYMENT EARNED	CHECK NO.
				S											
				O											
				S											
				O											
				S											
				O											
				S											
				O											
				S											
				O											
				S											
				O											
				S											
				O											
				S											
				O											

NOTE: CERTIFICATION WILL BE ACCEPTED ONLY FROM THE CONTRACTOR EMPLOYING THE OWNER OPERATOR: IT WILL NOT BE ACCEPTED FROM THE OWNER OPERATOR HIM / HERSELF.

OWNER-OPERATOR LISTING STATEMENT OF COMPLIANCE

Banning- Form 2505

Date _____

_____ _____ do hereby state:
(Name of signatory party) *(Title)*

(1) That I pay or supervise the payment of the persons reported on this form as Owner-operators by _____
(Contractor or subcontractor)

on the _____, that during the payroll period commencing on the _____ day of _____
(Building or work)

_____ and ending the _____ day of _____, _____, all persons working on said project have been paid the full weekly sums earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full weekly sums earned by any person and that no deductions have
(Contractor or subcontractor)

have been made either directly or indirectly from the full sums earned by any person, other than permissible deductions, as described here: _____

_____

_____

(2) That any payrolls or listings or otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll or listings payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll or listings has been paid as indicated on the payroll or listings an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks:

NAME AND TITLE	SIGNATURE

On federally-funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

IMEG
The FUTURE. Built Smarter.



BANNING, CA
Established 1913
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

Request for Proposals for City of Banning for Design of Opportunity Village Sound Wall

November 14, 2023

Letter of Interest

Top 5 Engineering Firm in the U.S. (BD+C)

Top 30 Greenest Firm in the U.S.

80+ Locations

2,400 Employees

100% Employee-Owned

City of Banning
Public Works Department

ATTN: Patrick Safari, CIP Manager

We understand you have a need for a consultant for the **Design of Opportunity Village Sound Wall** and we would be pleased to provide you with our civil engineering technical expertise, experience, and resources for your project. **IMEG** is a full-service engineering firm with an in-depth knowledge of municipal and public works projects, and we have been providing our engineering expertise to municipal organizations throughout California for more than 68 years. Our team is highly qualified with many years of experience in engineering, analysis, design, review and construction projects, and we bring significant experience to the City of Banning.

IMEG is your best partner for success, and we offer the following unique qualities and valuable services to your team:

- Experience with the most current and state-of-the-art design methods, materials, and configuration
- Best-value design solutions driven by innovation and quality
- Licensed engineers to provide assistance and expertise for the duration of all awarded projects
- Unmatched breadth and depth in local/public agencies experience
- Experience coordinating with State and Federal review procedures
- Our experts have served nearly 175 municipal clients and have designed or consulted on more than 5,000 projects

It is our mission to provide high-quality consulting engineering services to our clients. We understand that projects must be cost-effective without compromising on quality. Our stringent quality assurance program for all engineering disciplines produces coordinated design documents and reduces change orders and construction problems. IMEG's strength is our willingness to collaborate and reach beyond the status quo, challenging ourselves to be thought leaders and innovators in the A/E/C industry. Every team member firmly embraces a philosophy that identifies the client's project needs from concept to design and through completion of construction. We understand that every project presents a unique set of challenges that demands the attention of the design team to develop innovative solutions to meet the project objectives.

Whether complex or simple, the need to have a trusted and reliable project manager is essential to achieving successful outcomes. Your assigned Project Manager, **Richard Godina**, will be present for you throughout our entire relationship. We have read and will comply with all terms and conditions of the RFQ. We look forward to working with you!

Sincerely,



John Thompson, PE, QSD/P
Principal-In-Charge
(Authorized to bind the company)

901 Via Piemonte, Suite 400
Ontario, CA 91764
P: 909.477.6915
E: john.m.thompson@imegcorp.com

We acknowledge receipt of Addendum:
- **Number 1 dated: 11/7/2023**

Table of Contents

- A. Proposal 1
- B. Organization and Staffing 5
- C. Project Schedule..... 6
- D. Proposed Fee Schedule..... 8
- E. Task Breakdown 12

IMEG
The FUTURE. Built Smarter.

Proposal

IMEG
The FUTURE. Built Smarter.

Firm Organization

WWW.IMEGCORP.COM









IMEG is a leading U.S.-based engineering design firm that delivers a rare combination — the broad expertise of a national leader with the personal relationships and deep collaboration of a local firm.

Our civil specialties are municipal engineering, land development & surveying, building engineering, transportation, and construction observation. Our team's strength is found in our **deep bench of more than 400 professional civil engineers and land surveyors** dedicated to building strong regional connections and reaching beyond the status quo. We bring extensive national, regional, and local knowledge to every client relationship – with a commitment to deliver high quality, cost-effective outcomes through a collaborative and flexible project approach. Key differentiators include:

- Successful, timely delivery of projects
- Accurate, efficient data collection
- Involvement from project initiation to project completion
- State-of-the-art technology and equipment
- Latest training and certification
- Ability to "fast-track" projects
- Single point-of-contact project management

KEY CONTACT

John Thompson, PE
Civil Client Executive | Principal
901 Via Piemonte, Suite 400,
Ontario, CA 91764
T: 626.253.3146
E: John.M.Thompson@
imegcorp.com

FIRM HISTORY

In 2015, KJWW Engineering (1961) and TTG Engineers (1955) merged to form IMEG. Since the initial merger, we have welcomed more than 30 new firms into our ONE IMEG family — broadening our national expertise through local connections. Our overall firm history dates back to 1910.

AT-A-GLANCE

- Top 10 Engineering Firm in U.S. (BD+C)
- 100% Employee-Owned
- Full-service Engineering & Consulting
- 80+ Locations
- 2,400 Team Members
- 600+ Licensed Engineers
- $383M in Annual Revenue
- #57 / Top 500 Design Firm List (ENR)

We are employee-owned and results driven with a passion for transforming environments and communities through high-performance design and infrastructure.

CLICK HERE TO READ INDUSTRY INSIGHTS FROM IMEG EXPERTS.

IMEG Civil Engineering Expertise

MUNICIPAL
- Design, plans, and bid documents
- Engineering review
- Utility design and planning
- Studies
- Environmental
- Permitting
- Construction services
- Funding administration
- Conformance with federal, state, and local agencies
- Construction
- Project management
- Material specifications and material testing
- On-site observation and documentation
- Cost estimating
- Project coordination
- Plan compliance
- Cost tracking during construction
- Drawing documentation

LAND DEVELOPMENT
- Field layout and control verification
- Property/boundary/topographic surveys
- Aerial control
- Construction staking
- Easements
- Wetland mitigation
- Feasibility studies
- Conceptual planning and design
- Coordination with municipalities
- Construction plans and documentation
- Technical specifications
- Site grading
- Utility coordination
- Storm sewer and storm water detention design
- Sanitary sewer design
- Water service and fire protection
- Permitting (federal, state, and local)
- American with Disabilities Act (ADA) compliance
- Construction administration

WATER WORKS
- Raw & Treated Water Pipelines
- Master Planning & Hydraulic Modeling
- Facility Planning
- Water Tanks
- Pump Stations
- Control Valves & Flow Measurement
- Transmission Mains
- Permitting
- Water Treatment Design
- Groundwater Supply
- Asset Management

WATER RESOURCES
- Watershed Analysis & Modeling
- Stormwater Management
- Floodplain Management
- Infrastructure Assessment
- Dam Inspections
- CLOMR/LOMR

LAND SURVEY
- Surveys:
- Easement and Right-of-Way
- ALTA/ACSM land title
- Construction and layout
- Aerial photo control, topographic, property, and boundary surveys
- 3D machine control and 3D file preparation
- Flood elevation certificates
- Letter of Map Amendment (LOMA)applications
- Global Positioning System (GPS) control surveys

GIS
- Strategic Planning
- Data Development
- ArcGIS Online Configurations
- ArcGIS Enterprise Implementation
- Eos GPS Dealer
- Field Collections
- Asset Management
- Work Order Management
- UAS (Drone) Services
- Mobile Device Applications
- Training

LAND ACQUISITION
- Project pre-planning
- Cost estimating
- Route selection
- Stakeholder meetings
- Title research
- Appraisal coordination
- Permitting
- Negotiation/acquisition
- Condemnation/eminent domain support
- Relocation assistance
- Document preparation and recording
- Project database management
- Quality Assurance/Quality Control
- Property management
- Utility cross-easements
- Scheduling
- Adherence to the Uniform Relocation Assistance and Real Property Acquisition Policy of 1970

CONSTRUCTION
- Project management
- Material specifications and material testing
- On-site observation and documentation
- Cost estimating
- Project coordination
- Plan compliance
- Cost tracking during construction
- Drawing documentation

TRANSPORTATION
Transportation Design
- Bridge Design and Rehabilitation
- Interstates and interchanges
- Major two-, four-, and six-lane highways
- Roads, streets, and rail design
- Signal design & Traffic operations design

Transportation Services
- Traffic control systems analysis, design, and implementation
- Subsurface Utility Engineering (SUE) Hydraulic and design reports
- Studies
  - Feasibility
  - Location Design
  - Intersection Design Studies (IDS)
  - Pavement Condition
  - Traffic Operations
  - Traffic Signals
- Environmental Assessments (EAs)
- Right-of-Way plats, plans, and descriptions
- In-Service Bridge Inspection

Civil Engineering Services

Leaders in **engineering** and **innovation**.

IMEG commands a substantial and diverse multidisciplinary staff, numbering over 250 professionals in California alone. Our staff's size empowers us to allocate precisely the resources required to deliver the desired outcomes within stipulated timelines. As a nationally recognized firm with a workforce of 2,400 professionals, we possess the capability to bolster our team when necessary, seamlessly accommodating any scheduling adjustments. We pledge an unswerving commitment to every facet of the project, adhering faithfully to the timeframes delineated in the RFQ. Our proposed team comprises personnel drawn from our local offices, ensuring an intimate grasp of local knowledge and experience, supplemented by an extensive reserve of additional resources.

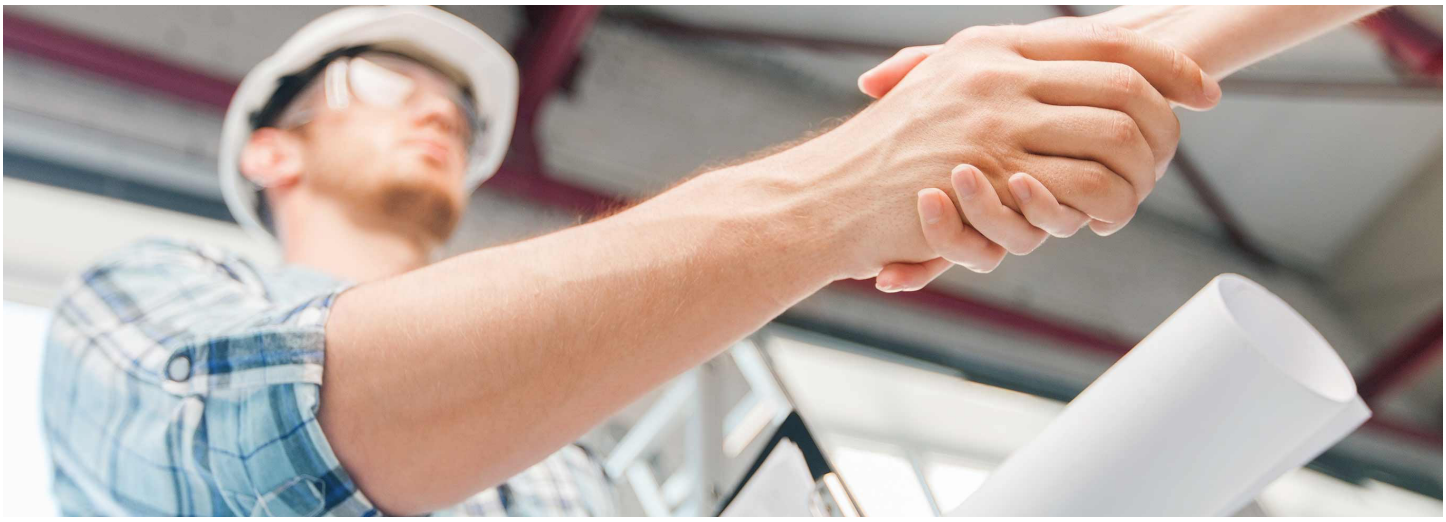
IMEG's civil engineering expertise extends across many diverse market sectors where we have delivered exceptional services for a comprehensive array of projects, including municipal engineering, land development and surveying, building engineering, environmental services, transportation, and materials testing. However, our true strength resides in our remarkable team of over 400 dedicated professional civil engineers and land surveyors who are steadfast in forging strong regional connections and exceeding conventional boundaries.

We have reviewed the Request for Qualifications (RFQ) and acknowledge that our services will be dynamically tailored, contingent upon the City's needs. At IMEG, we take immense pride in our civil engineering expertise, and our unwavering commitment to excellence is your assurance of successful project outcomes.

Our mission is crystal clear: to deliver premium consulting engineering services to our clientele. Our team is not only highly qualified but also boasts a wealth of experience in engineering, analysis, design, review, and the successful execution of construction projects. We embrace the intrinsic complexity of each project, understanding that it necessitates a design team adept at pioneering solutions that align with project objectives. Every member of our team wholeheartedly adopts a philosophy that identifies the client's project needs from conceptualization through design and on to the culmination of construction.

OUR CIVIL ENGINEERING SERVICES ENCOMPASS:

- ADA Compliance Engineering
- Bridges, Retaining Walls & Culvert Design
- Construction Administration
- Drainage, Hydraulics & Hydrology
- Feasibility Studies
- Land Development & Site Design
- Major Highway & Transportation Design
- Municipal Infrastructure
- NBIS Bridge Management
- Permitting (Federal, State, & Local)
- Project Management
- Subsurface Utility Engineering (SUE)
- Survey, Drones & 3D Scanning
- Water & Wastewater Engineering



Retaining Walls California



1101 Harvard St, Los Angeles
- Retaining Wall Design

City of Anaheim
- Hidden Canyon Pump Station, Backup Circuit & Switch Retaining Wall Plan Checking

Domus Development LLC, Los Angeles
- Serenity Affordable Housing North and South Property Retaining Walls

FSY Architects, Inc., Los Angeles
- Retaining Wall

Moreno Valley Unified School District
- Creekside Elementary School - Retaining Wall

San Diego Housing Commission, San Diego
- Retaining Wall Design/Monitoring Surveys

San Diego Unified School District, San Diego
- Point Loma High School Retaining Wall Emergency Repair
- Sports Field Retaining Wall Emergency Repair
- Alternate Site/Retaining Wall Footing Design Around Existing Electrical Conduits Encasement
- Retaining Wall Emergency Repair Study
- Security/Fencing Retaining Wall Installation
- Point Loma High School Fencing Installation

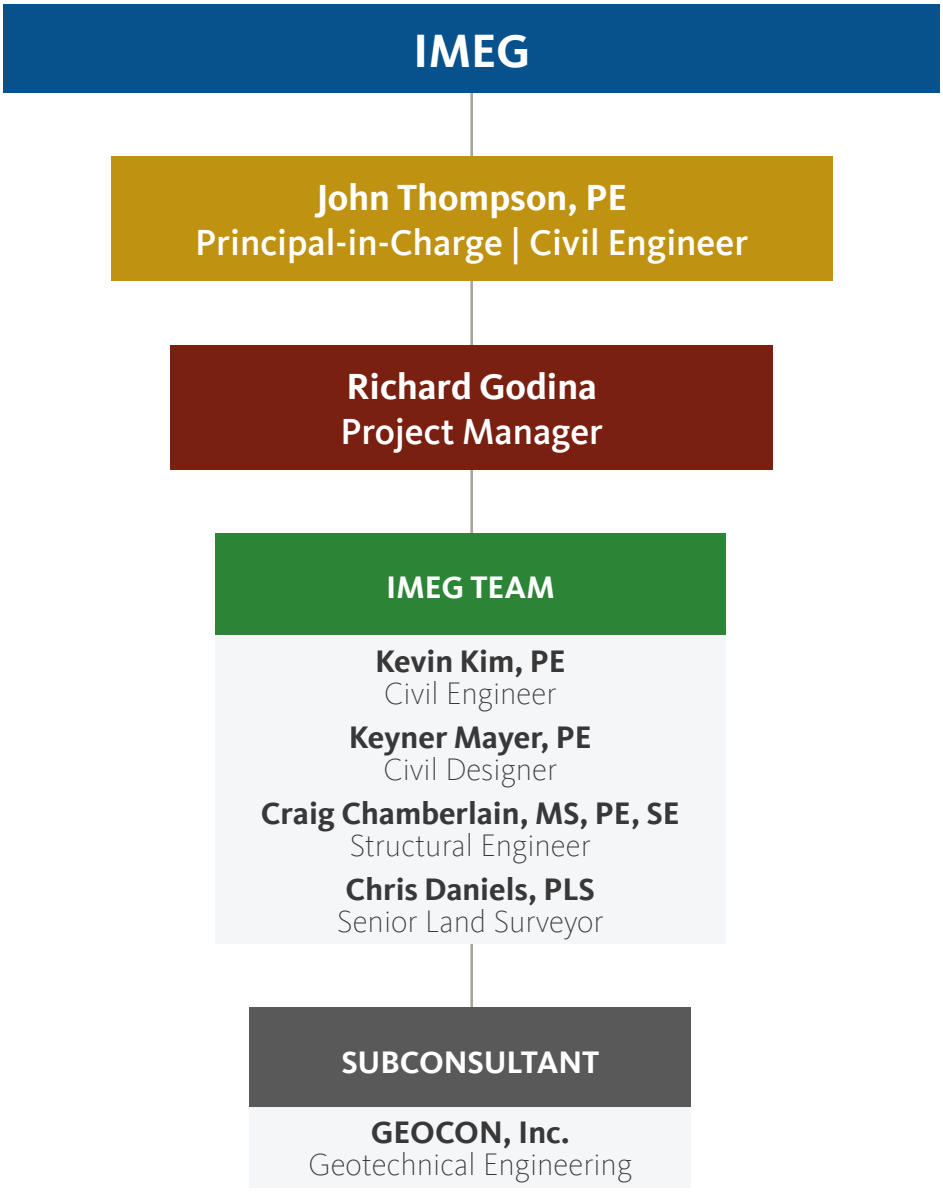
TruEdge Builds, Inc, Los Angeles
- Removed Walkway to the Storage Room by Extending the Retaining Wall to the Building, Updating the Existing Storm Water Area and Adding Additional Cross Sections

University of Southern California, Los Angeles
- Retaining Wall/Foundation Redesign

Organization and Staffing

IMEG
The FUTURE. Built Smarter.

Organizational Chart



No members of our team will be replaced during the duration of the project without approval from the City of Banning.

Project Schedule

IMEG
The FUTURE. Built Smarter.

360

Project Schedule

We have reviewed our current workload and can assure the City of Banning of our availability and our commitment to complete this project according to schedule without adversely impact existing client commitments. As a firm of 2,400 employees, we have sufficient resources from our branch offices to augment staff to accommodate any schedule need.

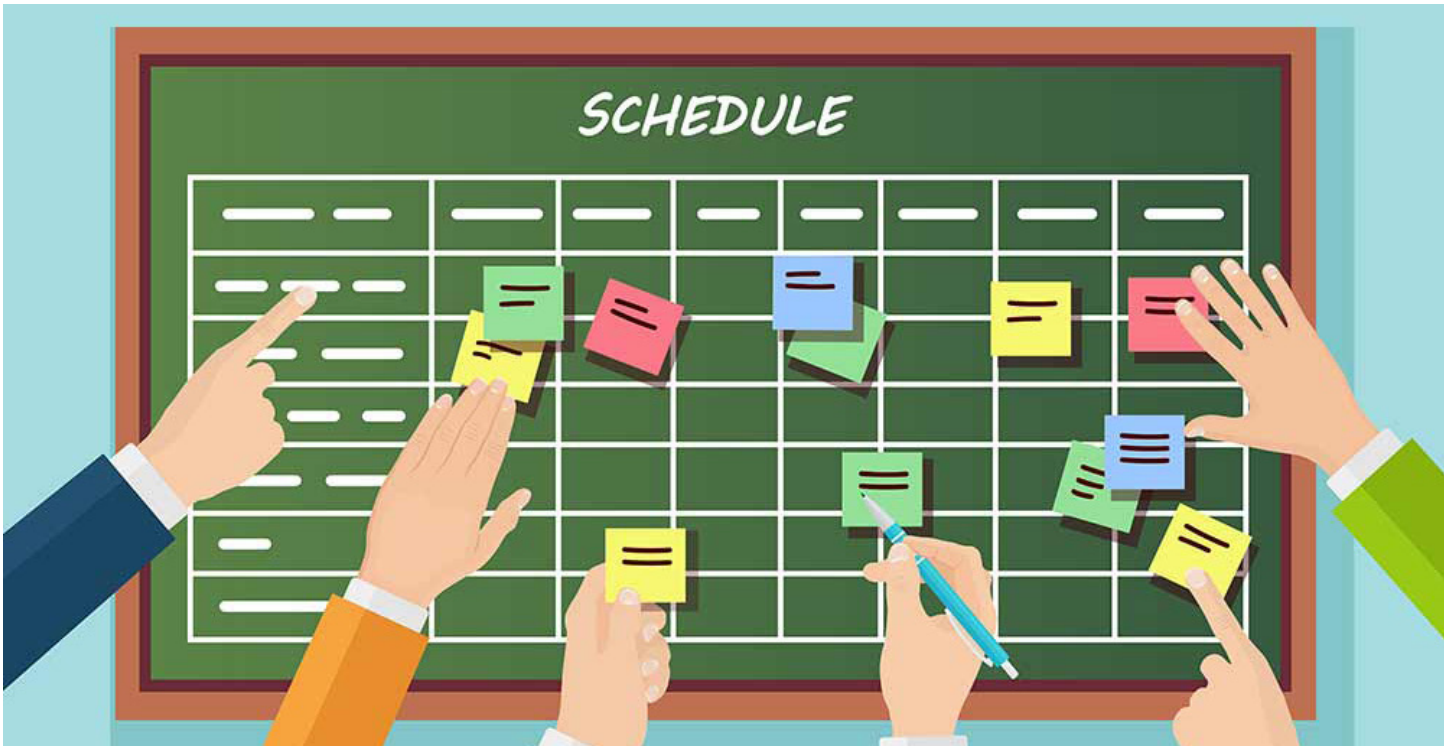
The IMEG engineering professionals assigned to this project are prepared to fully commit the time and resources deemed necessary for the successful completion of our services. We have the manpower and are available to begin design and construction documents review services immediately upon award.

Our engineering specialists will oversee planning, design, and construction administration services. At the beginning of each project, we review current workload and we prepared an estimate of man-hours for each phase of the project based on individual tasks and by personnel required, i.e. principals, engineers, design technicians, AutoCAD technicians, and specification coordinators. Team members are chosen based on both availability and experience with the project scope. The schedule of estimated man-hours is coordinated with our rolling four-month database of man-hours assigned.

Our team's responsiveness to our clients and our compliance with project schedules is paramount to us. We understand the sensitivity involved in maintaining quick turnaround time and efficient scheduling. We'll rely on the timely delivery of information provided by others and we understand that others will rely on us delivering timely information to them.

In the event that our team identifies that a schedule begins to slide, our project management staff will inform the City of the issue, its cause and our action to recover the schedule. This recovery plan may include additional meetings, mandatory design staff overtime, or issuing multiple packages to ensure larger construction milestones are met.

With this approach, there is no fragmentation or hand-off, we take you through the entire process from start to finish. We understand the time required for each step and will be active participants in the scheduling process so that there are no assumptions or surprises. It is our standard practice that no team members will be replaced for the duration of the project without prior approval of the City.

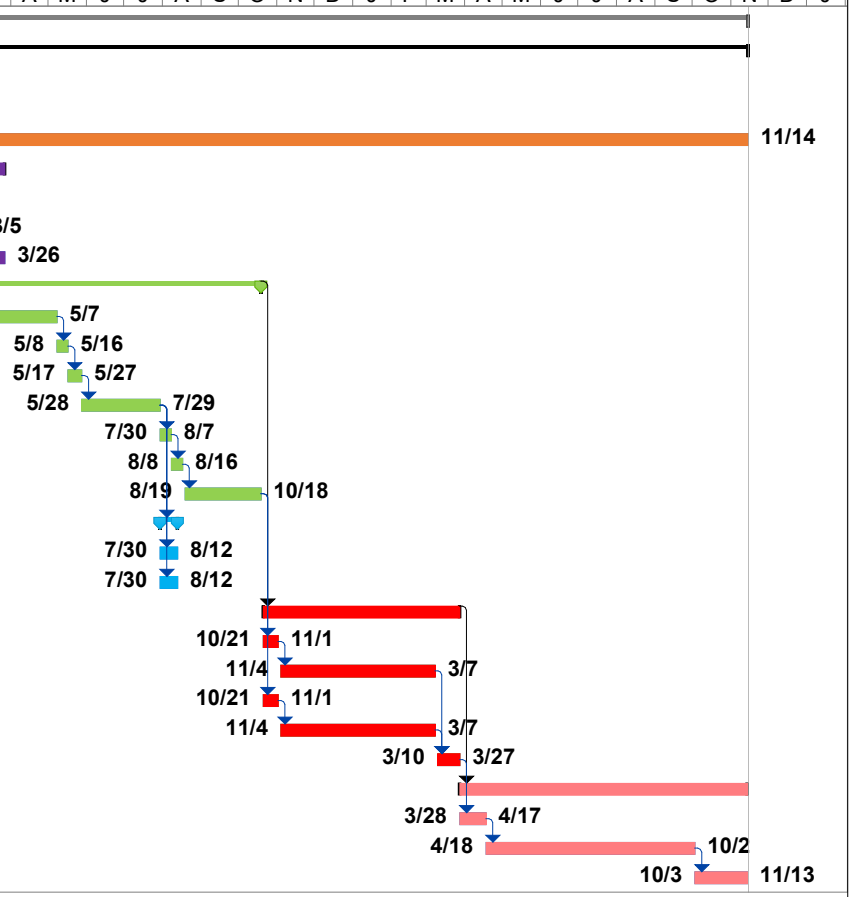


Project Schedule

Project Schedule

Village Sound Wall - City of Banning

ID	Task Name	Duration	Start	Finish	Predecessors
0	**Schedule Village Sound Wall**	**488 days**	**Wed 1/3/24**	**Fri 11/14/25**	
1	**Task#1: Project Management**	**488 days**	**Wed 1/3/24**	**Fri 11/14/25**	
2	Notice to Proceed	1 day	Wed 1/3/24	Wed 1/3/24	
3	Kickoff Meeting	14 days	Thu 1/4/24	Tue 1/23/24	2
4	Progress Meeting and Invoicing	473 days	Wed 1/24/24	Fri 11/14/25	3
5	**Task#2: Project Development**	**45 days**	**Wed 1/24/24**	**Tue 3/26/24**	3
6	Utility Research	5 days	Wed 1/24/24	Tue 1/30/24	3
7	Topographic Survey	30 days	Wed 1/24/24	Tue 3/5/24	3
8	Geotechnical Survey	45 days	Wed 1/24/24	Tue 3/26/24	3
9	**Task#3: Engineering Design**	**163 days**	**Wed 3/6/24**	**Fri 10/18/24**	7
10	Design Plans at 60% CD	45 days	Wed 3/6/24	Tue 5/7/24	7
11	Cost Estimate for 60%	7 days	Wed 5/8/24	Thu 5/16/24	10
12	City review and comments on 60% CD	7 days	Fri 5/17/24	Mon 5/27/24	11
13	Design Plans at 90% CD	45 days	Tue 5/28/24	Mon 7/29/24	12
14	Cost Estimate for 90% CD	7 days	Tue 7/30/24	Wed 8/7/24	13
15	City review and comments on 90% CD	7 days	Thu 8/8/24	Fri 8/16/24	14
16	Final Design Plans	45 days	Mon 8/19/24	Fri 10/18/24	15
17	**Task#4: Specifications and Estimates**	**10 days**	**Tue 7/30/24**	**Mon 8/12/24**	13
18	Civil Engineering Specifications	10 days	Tue 7/30/24	Mon 8/12/24	13
19	Structural Engineering Specifications	10 days	Tue 7/30/24	Mon 8/12/24	13
20	**Task#5: Permit**	**114 days**	**Mon 10/21/24**	**Thu 3/27/25**	9
21	City of Banning Permit Application	10 days	Mon 10/21/24	Fri 11/1/24	16
22	Plan Check Review, Comments and Revisions	90 days	Mon 11/4/24	Fri 3/7/25	21
23	Caltrans Permit Application	10 days	Mon 10/21/24	Fri 11/1/24	16
24	Plan Check Review, Comments and Revisions	90 days	Mon 11/4/24	Fri 3/7/25	23
25	Permit	14 days	Mon 3/10/25	Thu 3/27/25	22,24
26	**Task#6: Bidding / Construction Support**	**165 days**	**Fri 3/28/25**	**Thu 11/13/25**	20
27	Bid Support	15 days	Fri 3/28/25	Thu 4/17/25	25
28	Construction Support (preliminary)	120 days	Fri 4/18/25	Thu 10/2/25	27
29	As-built drawings	30 days	Fri 10/3/25	Thu 11/13/25	28



Proposed Fee Schedule

IMEG
The FUTURE. Built Smarter.

Proposed Fee Schedule

OPPORTUNITY VILLAGE SOUND WALL

IMEG - Civil/Surveying/Structural - Bryant Street (1000 LF of Soound Wall)

Based on RFP

Fee Breakdown

Proposal Submittal
November 14, 2023

Classification	Client Executive /	Senior Project	Senior Engineer I	Graduate Engineer -	Senior (Designer / Designer	Structural Designer IV	Sr. Project Surveyor	Designer II / Surveyor	Virtual Design Coordinator	Travel Time	2-Man Crew	Administrati Clerical	Total Hours	IMEG Fees	Consultant Fees	Comments
Hourly Billing Rate	$ 285	$ 210	$ 185	$ 150	$ 170	$ 120	$ 160	$ 115	$ 135	$ 130	$ 290	$ 80				
TASK BREAKDOWN																
Task 1. Project Management																
1.1. Kick-off meeting w/CITY	2		1			1							4	$ 875		
1.2. Progress Meetings	2		16										18	$ 3,530		
1.4 Project Management	2		16										18	$ 3,530		
1.3. Invoicing	2		12										14	$ 2,790		
	8	**0**	**45**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**54**	**$ 10,725**	**$ 0**	
Task 2. Project Development																
2.1. Utility Research			8										8	$ 1,480		
2.2 Topographical Survey and GPR							8	26		3	14		51	$ 8,720	$ 6,946	Quality Locating
2.3. Geotechnical Survey			4										4	$ 740	$ 15,180	Geocon
													0	$ 0		
	0	**0**	**12**	**0**	**0**	**0**	**8**	**26**	**0**	**3**	**14**	**0**	**63**	**$ 10,940**	**$ 22,126**	
Task 3. Engineering Design																
3.1 Design Plans at 60%													0	$ 0		
3.1.1. Prepare base background file based on survey file			4	4									8	$ 1,340		
3.1.2. Prepare the following studies:													0	$ 0		
3.1.3. Prepare Construction Drawings													0	$ 0		
1) Cover Sheet				4									4	$ 600		
2) Construction Notes and Index of Drawings	1		4	4									9	$ 1,625		
3) Demolition plan for the removals	1		4	8									13	$ 2,225		
4) Construction plan for the required site improvements.	1		4	12									17	$ 2,825		
5) Grading Detail sheet			4	8									12	$ 1,940		
6) Erosion Control Plan and BMP Details			4	8									12	$ 1,940		
3.1.4 60% CD Submittal and Review meeting	1		3										4	$ 840		
3.1.5 Response to 60% comments			4	8									12	$ 1,940		
3.2.1 100% CD Submittal and Review meeting	1		3										4	$ 840		
3.2.2 Response to 90% comments			4	8									12	$ 1,940		
3.2.3 Final CD Submittal	1		3										4	$ 840		
3.2.4 QA/QC Review		4	4	8									16	$ 2,780		
	6	**4**	**45**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**127**	**$ 21,675**	**$ 0**	
Task 4. Specifications and Estimates																
4.1 Prepare Technical Specifications				4									4	$ 600		
4.2 Prepare Engineer's Cost Estimate			8										8	$ 1,480		
	0	**0**	**8**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**$ 2,080**	**$ 0**	
Task 5. Permitting																
5.1 Coordination and Processing thru CALTRANS	1		24										25	$ 4,725		
5.2 Coordination and Processing thru City of Banning	1		16										17	$ 3,245		
													0	$ 0		
	2	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**42**	**$ 7,970**	**$ 0**	
Task 6 Bidding/Construction Support																
Bidding Support													0	$ 0		
RFIs			4										4	$ 740		
Submittal Reviews			4										4	$ 740		
Site Visits			3										3	$ 555		
Punch List			3										3	$ 555		
As-Built Drawings				8									8	$ 1,200		
													0	$ 0		
													0	$ 0		
	0	**0**	**14**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**$ 3,790**	**$ 0**	
	16	**4**	**164**	**84**	**0**	**1**	**8**	**26**	**0**	**3**	**14**	**0**	**320**	**$ 57,180**	**$ 22,126**	
TOTALS Fee	$ 4,560	$ 840	$ 30,340	$ 12,600	$ 0	$ 120	$ 1,280	$ 2,990	$ 0	$ 390	$ 4,060	$ 0	------	------	------	**$ 79,306**
Optional- Structural Engineering Support																
1) Structural Review/Calculations/Structural Drawings	20	20			40	40			8			20	148	$ 24,180		
																$ 24,180
	20	**20**	**0**	**0**	**40**	**40**	**0**	**0**	**8**	**0**	**0**	**20**	**148**	**24,180**	------	

Notes:
(1) The proposed outside costs include a 10% markup.

Hourly Rates

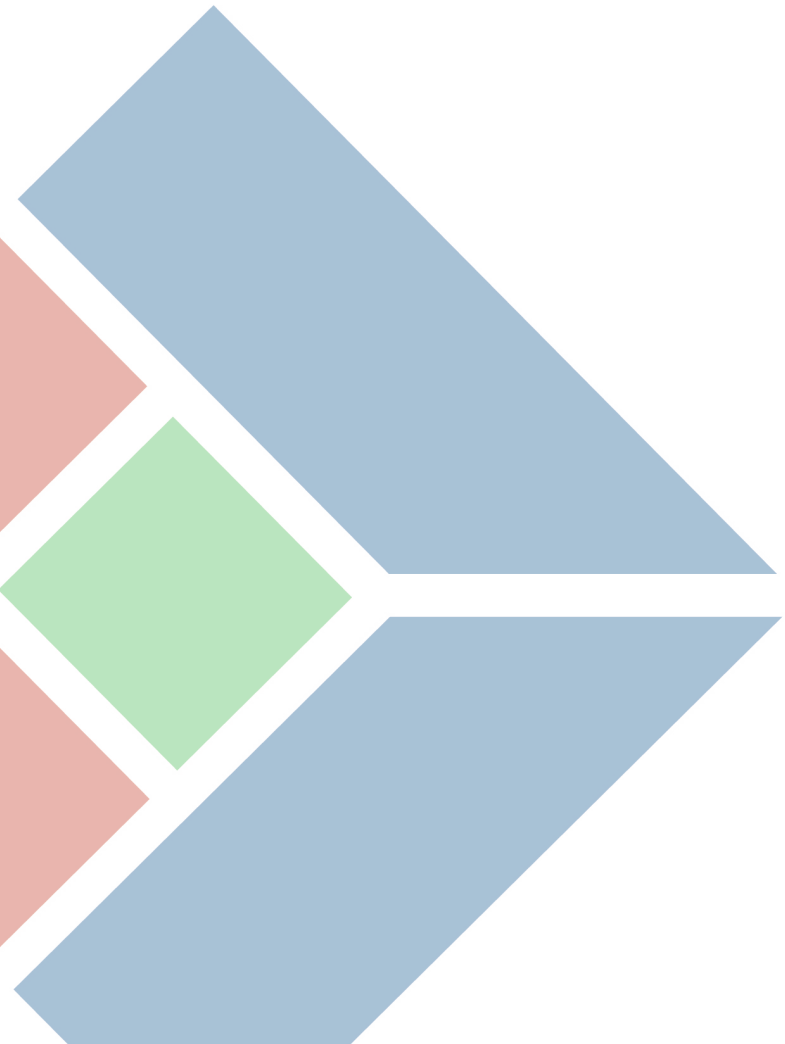
IMEG STANDARD HOURLY RATES*	
ROLE	**RATE**
Senior Client Executive/ Senior Market Director / VP	$300
Client Executive / Market Director	$285
Project Executive	$240
Senior Project Manager II	$230
Senior Project Manager I	$210
Engineer of Distinction	$230
Senior (Engineer / Landscape Architect / Land Planner) III	$220
Senior (Engineer / Landscape Architect / Land Planner) II	$200
Senior (Engineer / Landscape Architect / Land Planner) I	$185
Project (Engineer / Landscape Architect / Land Planner) II	$175
Project (Engineer / Landscape Architect/ Land Planner) I	$165
Graduate Engineer - Designer II / Surveying Graduate - Surveyor II	$150
Graduate Engineer - Designer I / Surveying Graduate - Surveyor I	$135
Designer of Distinction	$190
Senior (Designer / Surveyor / Technician) III	$180
Senior (Designer / Surveyor / Technician) II	$170
Senior (Designer / Surveyor) / Technician) I	$150
Crew Chief II / Coordinator II / Project (Designer II / Surveyor II)	$140
Crew Chief I / Coordinator I / Project (Designer I / Surveyor I)	$135
Designer II / Technician IV	$130
Designer I / Technician III	$115
Design Technician II / Technician II	$110
Design Technician I / Technician I / Intern	$105
2-Man Survey Travel	$130
2-Man Survey Crew	$240
3-Man Survey Crew	$310
Senior Construction Administrator	$150
GIS System Architect	$130
GIS Analyst	$100
Senior Virtual Design Coordinator	$150
Virtual Design Coordinator	$135
Senior Virtual Design Technician	$125
Virtual Design Technician	$105
Project Administrator	$145
Administrative Assistant / Construction Administrative Assistant	$95

*Adjusted annually. These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

Reimbursable Expenses:

- Invoiced with a 1.1 multiplier of actual cost, including:
- CAD plots, reproductions and delivery costs of drawings, specifications, and duplicate reports beyond one set provided at each normal stage of review
- Reproduction of drawings on Mylar media
- Plan review fees or imposed government agency fees
- Premium delivery charges
- Meals and lodging when required to travel overnight
- State filing and/or permit fees related to energy life-cycle costs
- Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, airfare, rental cars (CD only), and other out of pocket expenses.

Subconsultant Hourly Rates



IMEG
The FUTURE. Built Smarter.

GEOCON

2023 Schedule of Fees
Geotechnical

Professional Services

Word Processor/Technical Editor/CAD	$85/hr.
Engineering Assistant/Lab Technician.	85/hr.
Special Inspector	75/hr.
Engineering Field Technician (Including Vehicle and Nuclear Gauge) and Non-Destructive Testing	90/hr.
Senior Engineering Field Technician (Including Vehicle and Nuclear Gauge)	95/hr.
Staff Engineer/Geologist	120/hr.
Senior Staff Engineer/Geologist	135/hr.
Project Engineer/Geologist	145/hr.
Senior Project Engineer/Geologist	160/hr.
Senior Engineer/Geologist	185/hr.
Associate Engineer/Geologist	195/hr.
Principal Engineer/Geologist/Litigation Support	200/hr.
Deposition or Court Appearance	400/hr.
Attorney Fees (General)	350/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee	$500/Per Project
Minimum Field Services Fee (per day or call-out)	4 hrs.
Short-Notice Cancellation:	
After 4 pm of the day prior to scheduled inspection time	4 hrs.
Upon or after arrival at job site)	4 hrs.
*Prevailing Wage Hourly Surcharge per California Labor Code §1720, et seq.	$45/hr.

Travel

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$150/day

Equipment & Materials

Nuclear Gauge	Included in Technician Rate
Coring Machine (concrete, asphalt, masonry)	$189/day
Generator/Air Compressor	110/day
Asphalt Cold Patch, 60-lb. sack	19/bag
Concrete, 60-lb. sack	19/bag
GPS Unit	173/day
Outside Services/Equipment/Materials	Cost + 15%

Laboratory Tests

Compaction Curves

4-inch mold (D1557)	$226/ea.
6-inch mold (D1557)	226/ea.
California Impact (CAL216)	221/ea.
Check Point	96/ea.

Soil and Aggregate Stability

Resistance Value, R-Value (D2844/CAL301)	$310/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883)	584/ea.
Stabilization Ability of Lime (C977)	190/ea.

Laboratory Tests

Soil and Aggregate Properties

#200 Wash (D1140/C117)	$67/ea.
Wet Sieve Analysis to #200 (D422)	111/ea.
Hydrometer Analysis (D422)	168/ea.
Sieve Analysis with Hydrometer (D422)	191/ea.
Specific Gravity, Soil (D854)	78/ea.
Specific Gravity Coarse Aggregate (C127)	57/ea.
Specific Gravity Fine Aggregate (C128)	76/ea.
Moisture Determination, tube sample (D2216)	23/ea.
Moisture Determination and Unit Weight (D2937)	45/ea.
Atterberg Limits: Plasticity Index (D4318)	170/ea.
Sand Equivalent (D2419)	115/ea.
pH and Resistivity (CAL643)	135/ea.
Sulfate Content (CAL417)	98/ea.
Chloride Content (CAL422)	65/ea.

Shear Strength

Unconfined Compression (D2166)	$135/ea.
Direct Shear, Quick (D3080)	255/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	165/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	200/ea.
Consolidated-Undrained Triaxial Shear (D4767)	345/pt.
Consolidated-Undrained Triaxial Staged (D4767)	405/ea.
Consolidated-Drained Triaxial Shear (EM1110)	430/pt.
Consolidated-Drained Triaxial Staged (EM1110)	610/ea.

Concrete

Compressive Strength, Cylinders (C39)	$28/ea.
Compressive Strength, Cylinders 6x12 (C39)	31/ea.
Compressive Strength, Cores (C42)	45/ea.
Flexural Strength Beam (C78/C293)	89/ea.
Splitting Tensile Test (C496)	77/ea.
Mix Design Review	222/ea.
Trial Batch	530/ea.

Permeability, Consolidation, and Expansion

Permeability, Flexible Wall (D5084)	$330/ea.
Permeability, Rigid Wall (D5856)	285/ea.
Consolidation, per point (D2435)	57/pt.
Expansion Index (D4829/UBC 29-2)	150/ea.

Masonry

CMU Compressive Strength (C140)	$67/ea.
Compressive Strength, Grout (C1019/UBC 21-19)	27/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)	27/ea.
CMU Unit Wt., Dimen., Absorption (C140)	67/ea.
Compressive Strength, Masonry Prism (C1314)	128/ea.

Laboratory Tests

Aggregate Quality

Dry Sieve Analysis to #200 (C13)	$111/ea.
L.A. Rattler Test (500 rev.) (C131)	206/ea.
Sulfate Soundness (per sieve size) (C88)	111/ea.
Durability (fine or coarse) (D3744)	184/ea.
Unit Weight (C142)	77/ea.
Organic Impurities - Sand (C40)	62/ea.
Friable Particles (C142)	88/ea.

Laboratory Tests

Asphalt Concrete

Density, Hveem (D2726/CAL308)	$101/ea.
Stabilometer (D1560/CAL304)	111/ea.
Theoretical Max. Specific Gravity (D2041)	83/ea.
Sieve Analysis Extracted Aggregate (C136)	96/ea.
% Asphalt, Ignition Method (CAL382)	111/ea.
% Asphalt, Nuclear Gauge (CAL379)	117/ea.
Unit Weight, Core (D 1188)	64/ea.

Terms and Conditions

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.

2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.

3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is $155.00 per day when location of work dictates.

4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge

5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.

6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client *is limited to the greater of $50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

7. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to *the greater of $100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

Task Breakdown

IMEG
The FUTURE. Built Smarter.

Task Breakdown



Figure 1 - Bryant Street Sound Wall

Approach and Understanding

The City of Banning (COB) is looking for a qualified firm to provide Professional Design Services for the design of Opportunity Village (Homeless Shelter) Sound Wall The City's objective is to provide effective freeway traffic noise reduction for the shelter occupants.

- **Bryant Street sound barrier**

Discussion

To aid in preparing this proposal, we have conducted a satellite reconnaissance of the sites, reviewed site google aerials, and existing published information as it pertains to the proposed project.

The proposed site improvements will consist of the construction of a sound wall in length of approximately 1000 linear feet. The proposed wall may replace existing chain link fence for most of the length. The site location may require a design that incorporates site improvements including, but not limited to, site grading and drainage and erosion mitigation.

Coordination with City

IMEG is proud of its reputation for providing experienced, knowledgeable professionals who responsively address clients with a "yes, we can" attitude. Our solid reputation in the engineering and surveying realm is a direct result of our commitment to provide the highest quality of service attainable.

Project Objectives

As the first step in initiating the Project, IMEG will coordinate with the City engineering department to confirm our understanding of the Project objectives. This is essential to obtain the successful design, documentation, and timely approval of the Project. IMEG will work closely with City's departments to identify specific goals, objectives, and critical issues.



Work Plan

Scope of Work

The following scope of work has been developed in accordance with typical project methodology and technical approaches for the Project. IMEG will provide surveying, mapping, and engineering services necessary for the completion of the Engineering Design Services For a Sound Wall, 1000 feet in length.



TASK 1: PROJECT MANAGEMENT

IMEG shall propose and coordinate meetings as may be necessary to complete the scope of work of the Project to the satisfaction of the City, including review meetings. IMEG shall prepare meeting agendas and progress schedules and shall incorporate the City's and others' comments and revisions. Virtual meetings have been assumed for this task. IMEG shall develop a project schedule to identify critical paths and oversee general coordination of tasks with their anticipated completion dates. Inclusive of this service is the preparation of invoices, budget oversight, and the implementation of the QC program.

1.1 - Initial / Kickoff Meeting

IMEG will set up and attend an initial/kickoff meeting with the City to introduce Project team members, formalize project communication, discuss project schedule, review scope of work, and request available data, reports, documents, and plans from the City that are relevant to the Project.

TASK 2: PROJECT DEVELOPMENT

2.1 - Records Research

IMEG shall perform a record and data search consisting of survey information (utility owners, assessor maps, parcel maps, records of survey, etc.)

- Office research of available Record Maps and documents at the local agencies and utilities
- Establish on-site Survey horizontal and vertical control based on the available Record Maps of the Project, adjacent streets monumentation, local Sectionalized lands together with any previous Survey Control, Record Deeds and/or Title Reports to be supplied by the client
- Establish on-site Survey vertical control based on the available and Local Benchmark NAVD 88 Datum
- Set a temporary survey marker (hub or 60D nail) and lath at the property corners

2.2 - Field Topographic Survey

TOPOGRAPHIC SURVEY WILL BE PERFORMED AS FOLLOWS:

- **2.1.1** - Establish on-site Survey control based on the available Record Maps and Local Benchmark data
- **2.1.2** - Perform a Design Survey on 25-foot intervals within the Limits of Survey Exhibit below
- **2.1.3** - Locate existing above ground visible utilities and features within the limits of survey
- **2.1.4** - Locate any Storm Drain and Sewer systems rims and invert elevations within the limits of survey
- **2.1.5** - Locate existing adjacent fences, utilities, and drainage features along the I-10 Freeway Right-of-Way
- **2.1.6** - Location of existing sidewalks, walls, and street lighting along Bryant Street if any
- **2.1.7** - Street Cross sections will be on 25 intervals to include the full width of Bryant Street within the Limits of Survey
- **2.1.8** - Subsurface Utility Engineering (SUE):
  - **2.1.8.1** - An IMEG SUE Consultant will use Ground Penetrating Radar equipment to locate and mark out the existing underground utilities on the surface of the existing project limits
  - **2.1.8.2** - The Utility markings will be for those utilities found within the project limits
  - **2.1.8.3** - IMEG Surveyors will locate the utility markings and plot them on the Design Survey map



Limits of Survey Exhibit

DELIVERABLES:

- Drafted with 1 contour intervals on the project datum and coordinate system.·Show spot elevations on Top Curb/Flow line/Finish Surface/ Ground. ·Prepare a 3D Surface in AutoCAD·Deliver an AutoCAD drawing and a PDF copy.

Assumptions:

- This IS a Prevailing Wage project
- The purpose of this survey is to provide information for Civil Engineering Design purposes in the areas outlined depicted on the Limits of Survey Exhibit hereon
- Access within the Caltrans Freeway Right of Way is not anticipated
- Excluding the plotting of easements, easement locations, or research for easements
- Excluding Resetting of Existing or Missing Property Corner Monumentation
- Excluding Preparation and Filing of a Corner Record or Record of Survey
- Excluding Verifying the Boundary and/or Property Lines
- This proposal includes the research for and preparation of a Record ("Paper") Boundary
- This proposal excludes the research for, and preparation of, a Property Boundary based on actual Boundary Survey
- This proposal is based on normal working hours with no time or strict scheduling restrictions
- This proposal excludes services other than those listed above



2.3 - GEOTECHNICAL REPORT

The Geotechnical Consultant, Geocon is proposing to utilize a truck-mounted hollow-stem auger drill rig to excavate three borings along (or as close to as practically possible) the proposed wall alignment to depths of 35 to 50 feet. We expect that one or more of the borings will likely be drilled in the roadway due to accessibility. We have assumed a no-fee encroachment permit will be issued by the city of Banning and traffic control signage will be sufficient along this area which comprises the northern terminus of Bryant Street.

GEOCON'S SERVICES ARE EXPECTED TO INCLUDE THE FOLLOWING:

- Prepare a no-fee Banning encroachment permit for our work.
- Mark the proposed excavation locations and notify Underground Service Alert (USA) to locate and mark all utilities in the proposed investigation area. Underground Service Alert will only mark utility conflicts in public right of ways. The Client shall provide plans or field locations of existing subsurface utilities prior to our exploration.
- Excavate three small diameter geotechnical borings along the proposed sound wall alignment. The borings will be excavated to depths of approximately 35 to 50 feet, or practical refusal, whichever occurs first. We will log the geologic units per the Unified Soil Classification System and collect soil samples for laboratory testing. Upon completion, the borings will be backfilled with native soil cuttings and capped with asphalt cold patch (if drilled in the roadway). We have budgeted 6 hours for the drill rig. Our work does not include the drumming of soil cuttings or evaluation of possible contaminants.
- Perform laboratory testing on the soils encountered, which is expected to include maximum density at optimum moisture, in situ density & moisture, corrosion screening, expansion potential, Atterberg limits, consolidation, and direct shear. The laboratory test program will be based on conditions encountered during drilling with respect to the proposed improvements.
- Prepare a geotechnical report for the proposed sound wall. The report will include boring logs, a geologic map depicting site geology and boring locations, laboratory test data, geotechnical conclusions and recommendations for the sound wall foundation.

ASSUMPTIONS:

- We will be granted access to the site to perform our work during normal business hours of 7 am to 5 pm Monday through Friday.
- A Caltrans encroachment permit will not be required.
- Our investigation is not required to comply with Caltrans requirements and will not be reviewed by Caltrans.
- All existing utilities will be clearly marked on the site and on a project plan prior to our field work.
- Geocon will be provided with a map depicting any culturally or biologically sensitive areas on the site.

If additional permitting or unanticipated field conditions are encountered that require a significant modification to the recommended scope of work or that require a substantial increase to the estimated fee, we would not proceed with the modified scope or increased amount without obtaining your written authorization.

The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous materials on the site.

We assume that site plans will be provided for our use indicating the locations of all underground utility lines and structures, as well as the location of sensitive natural habitats and archaeological sites. Geocon will not be responsible for damage to these areas that are not identified prior to our field work.

The client is responsible for accurately delineating the locations of all subterranean structures and utilities. Geocon will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Geocon, and agrees to defend, indemnify, and hold Geocon harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. Geocon strongly recommends the use of private utility location, as it can reduce the risk of damaging existing utilities during exploration.

Some disturbance to the ground surface and vegetation will occur because of accessing the desired locations of subsurface exploration. Although we will be careful to limit the extent of such occurrences, they cannot be avoided and this proposal does not include any costs to re-grade, re-vegetate, landscape or otherwise repair disturbed areas.

This proposal assumes that the services offered herein are subject to prevailing wage laws. If the Client should conclude this is not a prevailing wage project, please advise Geocon in writing prior to commencement of exploration.

In preparing this proposal, we have made every effort to anticipate subsurface conditions and to coordinate with regulatory agency personnel regarding the scope of our investigation. However, regulatory agencies occasionally request additional exploration or clarification to assure that investigations are complete and fully understood by all concerned parties. Responses to letters from the regulatory agencies requiring clarification of our report will be performed at no charge. However, should additional exploration, addendum, update reports or letters become necessary, following the completion of our report; they will be billed on a time and materials basis.



TASK 3: ENGINEERING DESIGN

3.1 - BASE CONSTRUCTION DRAWINGS AND ENGINEER'S COST ESTIMATE ("60% DRAWINGS")

IMEG shall prepare base construction drawings on 24" x 36" sheets with standard City title block, approvals and permits block, using AutoCAD Version 2022 format.

Any plan and profile sheet(s) shall be prepared at a scale no smaller than a scale of 1" = 40' (horizontal) and 1" = 4' (vertical) unless a larger scale is more appropriate to show the proposed improvements. Details will be prepared at appropriate scales.

CONSTRUCTION PLANS FOR EACH SITE INCLUDED IN THIS SCOPE OF WORK:

- **3.1.1** - C-01 Cover Sheet
- **3.1.2** - C-02 Notes/Index of Sheets
- **3.1.3** - C-03 Demolition Plans
- **3.1.4** - C-04 Structural Wall Plans
- **3.1.5** - C-05 Grading Plans
- **3.1.6** - C-06 Structural/Grading Detail Sheet

The base Construction Drawings will include signature blocks, approvals and permits block, locations and sizes of utilities, locations of improvements, highlight abandonments, connection and separation points, easements, property lines, rights-of-way, property addresses, and pertinent survey data.

As part of the completion of the base construction drawings, IMEG will field review the proposed layout for accuracy of existing improvements and conditions and include City staff/Program Manager to check policies and preferences.

3.2 - EROSION CONTROL PLAN

IMEG shall prepare an Erosion Control Plan in conjunction with the preparation of the Block Wall Plans with the design criteria of the appropriate governmental jurisdictional agency and the California Regional Water Quality Control Board.

Erosion Control Plan shall include sandbag layout, silt fence layout, desilting basin design and details, and designation hydroseed areas.

3.3 - STRUCTURAL DESIGN SCOPE OF WORK:

Provide structural design for 1000' of sound wall along freeway including:

- Research existing site for conditions where sound wall is to be located.
- Provide design of new foundations to for sound wall.
- Provide vertical support and secondary framing to support prefabricated, non-masonry sound wall elements.
- Provide structural calculations and design drawings.
- Respond to building department corrections and update drawings for permit ready drawings.
- Provide construction administration including response to RFI's and submittals as well as provide up to 2 site visits during construction.

3.4 - 60% CONSTRUCTION DRAWINGS SUBMITTAL AND REVIEW MEETING WITH THE CITY

IMEG shall arrange a review meeting with the City staff and will provide the City staff and peer review/ Program Manager with copies of the preliminary 60% Construction Drawings showing proposed alignment and improvements. The purpose of the meeting will be to review and obtain comments and/or approval regarding the preliminary design, as well as document the review process for later submittal to the Director for acceptance. In addition, possible interferences, system connections, permit requirements, and right-of-way requirements will be discussed.

3.5 - 100% BID DOCUMENTS

Based on the City staff comments from the 60% Submittals, IMEG will complete the final construction drawings in accordance with City requirements. IMEG shall also complete any revisions and submit the construction version of these documents and secure their approval from the City.

Once the contract documents are complete, IMEG will schedule a final project design meeting with the City staff to present the completed contract documents for final review and acceptance.

DELIVERABLES:

THE 100% SUBMITTAL SHALL INCLUDE:

- Construction specifications & special provisions
- Soft electronic copies of the above completed design products.
- Soft electronic submittals shall be electronically identified and organized to the satisfaction of the District.
- Written documentation, tabularized material, and estimates shall be finalized in PDF format.
- Construction drawings shall be submitted in AutoCAD, Version 2022. One PDF set of accompanying revised final plans, specifications, estimates, special provisions, and soft copies there of as discussed above shall also be included and provided by IMEG to the District Program Manager.

Timeline: 90-120 days

TASK 4: SPECIFICATIONS AND ESTIMATES

4.1 - SPECIFICATIONS AND ENGINEER'S COST ESTIMATE

At 60% stage IMEG will also include preliminary specifications in accordance with City requirements. At the 100% stage, IMEG will incorporate any comments from the 60% review by City staff and IMEG's in-house QA/QC review.

TASK 5: PERMITTING

5.1 - PERMITTING

IMEG will coordinate with City staff, owners of existing utilities and CALTRANS, if required to assist the City with the permit processing. IMEG will assist the City in sending out the Utility Notification Letters upon receiving the Notice to Proceed since this is potentially a long lead item. Contact with CALTRANS will also commence early in the design process to ensure we have the necessary design requirements.

TASK 6: BIDDING/ CONSTRUCTION SUPPORT

IMEG shall provide bid support and engineering support to the City or the City's contractor as directed during the construction phase of the project. Scope includes:

- Response to Requests for Information (RFI's)
- Review of shop drawings, as requested by the City
- Attending one pre-bid meeting
- Attending one pre-construction meeting, and attendance in normal meeting
- Coordination efforts with various agency representatives related to the successful completion of the Project's construction
- A total of forty (48) hours have been budgeted for this task. Included in this phase will be site visits, punch list, and as- built drawings



› Reimbursable Expenses

IMEG shall incur reimbursable expenses such as printing, reproductions, messenger services, and other project-specific out-of-pocket expenses necessary to achieve preparation and processing of the previously discussed tasks. Such costs will be reimbursed at cost monthly. Agency fees, processing charges and plan check fees are not included as reimbursable and will be paid for separately by the City.

› Additional Services

Services which are not specifically identified herein as services to be performed by IMEG or its subconsultants are considered "Additional Services" for purposes of this Agreement. The City may request that IMEG perform services which are Additional Services. However, IMEG is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule, and fee for such Additional Services. In the event IMEG performs, Additional Services before receipt of such executed amendment, the City acknowledges its obligation to pay for such services at IMEG's standard rates, within 30 days of receipt of IMEG's invoice.

› Exclusions

Consulting services relation to any of the following tasks may be completed by IMEG if negotiated under a separate contact for an addition fee; but are presently specifically excluded from this Agreement:

1. Hazardous wastes
2. NPDES
3. Easements and R.O.W. dedications
4. Potholing
5. Storm Water Pollution Prevention Plan (SWPPP)
6. Traffic Control Plans
7. Caltrans Local Assistance
8. Traffic Impact Technical Memorandum
9. Categorical Exclusion Form, Environmental Commitments Record
10. Noise Impact Technical Memorandum
11. Biological Resources Assessment
12. Air Quality Technical Memorandum
13. Any additional NEPA Technical Study
14. Preliminary Environmental Studies (PES) Form
15. NEPA Environmental Approval
16. CEQA Environmental Clearance
17. Community Outreach
18. Any other services not specifically set forth in the above Scope of Services
19. Noise Studies

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Kevin Sin, Senior Civil Engineer**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Accept as Complete the Wilson Sewer Force Main and Gravity Main Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration**

RECOMMENDATION:

Accept as complete the Wilson Street Sewer Force Main and Gravity Main improvements related to the Atwell Specific Plan Development and authorize the 90% bond exoneration for said improvements.

BACKGROUND:

On September 13, 2022 City Council adopted Resolution 2021-59 approving Final Tract Map No. 37289-1, -2, -3 & -5, releasing the maps for recordation; authorizing staff to sign the subdivision improvement agreements and final tract maps; and accepting various Performance and Labor and Material Bonds for public improvements.

As conditions of approval for the Atwell Specific Plan development, Tri Pointe Homes was required to sign a Subdivision Improvement Agreement and to submit bonds to assure the City that the required public improvements are constructed according to City standards and specifications.

The Wilson Street sewer force main and gravity main improvements are part of the off-site improvements associated with Tract No. 37389 of the Atwell Specific Plan Development.

JUSTIFICATION:

Staff has verified through inspections that the required Wilson Street sewer force main and gravity main improvements were completed per City standards and specifications and recommends that City Council accept the improvements as complete and authorize the 90% bond exoneration for the following bond:

Bond #	Bond Amount	Improvements
CMS0345696	$1,610,208.21	Wilson sewer force main and gravity main improvements

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

FISCAL IMPACT:

Not applicable

ALTERNATIVES:

Do not accept staff's recommendation and provide staff with additional direction.

ATTACHMENTS:

1. Attachment 1 - SIA and Bond for Wilson Force-Gravity Sewer Main.pdf
2. Attachment 2 - Wilson Sewer Force-Gravity Main Plans.pdf

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

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

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL - Wilson Force/Gravity Off-site Sewer

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: 6/29/21

IMPROVEMENT/PLAN NO.: Atwell Wilson Force/Gravity Off-site Sewer

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$ 1,610,208.21
GRADING	$ 0.00
MONUMENTATION	$ 0.00
TOTAL:	$ 1,610,208.21

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

RLI Insurance Company
(Name of Corporate Entity)

801 S. Figueroa Street, Suite 900
(Street Address)

Los Angeles, CA. 90017
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

CMS0345696

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements associated with Bond#: CMS0345696 (Atwell Wilson Force/Gravity Off Site Sewer Improvement) shown on the City approved improvement plans shall be completed within two years from the Effective Date of the Agreement.

* *

TABLE OF CONTENTS

		Page
1.	SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS	2
2.	INSPECTION OF WORK AND FINAL ACCEPTANCE	4
3.	GUARANTEE AND WARRANTY OF THE IMPROVEMENTS	5
4.	TIME EXTENSIONS	5
5.	IMPROVEMENT SECURITY	6
6.	REDUCTION OR RELEASE OF IMPROVEMENT SECURITY	7
7.	INDEMNIFICATION OF CITY BY SUBDIVIDER	9
8.	INSURANCE	11
9.	OWNERSHIP OF THE IMPROVEMENTS	16
10.	PREPARATION AND RECORDATION OF CC&RS	17
11.	DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY	17
12.	RELATIONSHIP OF THE PARTIES	19
13.	ASSIGNMENT	19
14.	NOTICES	20
15.	ENTIRE AGREEMENT	20
16.	SEVERABILITY	20
17.	INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS	20
18.	GOVERNING LAW	20
19.	EFFECTIVE DATE OF THE AGREEMENT	21

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: 8-17-21

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

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 August 19, 2021 before me, Sonal Shah, 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.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

Bond No. CMS0345696
Premium: $6,441 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell Wilson Force/Gravity Off-site Sewer
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation (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 Wilson Force/Gravity Off-site Sewer ; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Six Hundred Ten Thousand Two Hundred Eight and 21/100 Dollars ($1,610,208.21), 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., a California Corporation

(Type name of Principal)

1250 Corona Pointe ~~Way~~ Ct. STE 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Division President

(Title of officer)

Date: 8-17-21

"SURETY"

RLI Insurance Company

(Type name of Surety)

801 S. Figueroa Street, Suite 900

(Street Address)

Los Angeles, CA 90017
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: August 12, 2021

APPROVED:

City Attorney

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

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 AUG 12 2021 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 # 2244611
My Comm. Expires Jun 25, 2022

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. 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

RLI Insurance Company
Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, Sarah Campbell, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of April, 2021.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 26th day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12th day of August, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

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 August 17, 2021 before me, Sonal Shah, 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.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

Bond No. CMS0345696
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell Wilson Force/Gravity Off-site Sewer
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation, (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 Wilson Force / Gravity Off-site Sewer; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($1,610,208.21), 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.

***One Million Six Hundred Ten Thousand Two Hundred Eight and 21/100**

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., a California Corporation

(Type name of Principal)

1250 Corona Pointe ~~Way~~ Ct. STE. 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Division President

(Title of officer)

Date: 8-17-21

"SURETY"

RLI Insurance Company

(Type name of Surety)

801 S. Figueroa Street, Suite 900

(Street Address)

Los Angeles, CA 90017
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: August 12, 2021

APPROVED:

City Attorney

RLI INSURANCE COMPANY
CORPORATE
SEAL
ILLINOIS

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 AUG 12 2021 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 # 2244611
My Comm. Expires Jun 25, 2022

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. 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

RLI Insurance Company
Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, Sarah Campbell, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of April, 2021.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 26th day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12th day of August, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

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 August 17, 2021 before me, Sonal Shah, 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.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

APPROVED BY
CITY OF BANNING
JUL 01 2021
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/30/2021
Approved By:	
Date Approved:	
Tract No.:	Atwell
	Off-site Sewer

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
12-inch Force Main	LF	4,878	$ 80.00	$ 390,240.00
15-inch Main	LF	3,077	$ 100.00	$ 307,700.00
48-inch Dia. Manhole	Each	13	$ 4,000.00	$ 52,000.00
60-inch Dia. Manhole	Each	1	$ 5,000.00	$ 5,000.00
72-inch Dia. Manhole	Each	1	$ 6,000.00	$ 6,000.00
Adjust Manhole to Grade	Each	19	$ 500.00	$ 9,500.00
Remove Existing AC Pavement over Base	SF	82,849	$ 1.45	$ 120,131.05
AC Pavement	Ton	2,744	$ 80.00	$ 219,520.00
Base Material for AC Pavement	Ton	3,997	$ 60.00	$ 239,820.00
Remove Plug	Each	1	$ 250.00	$ 250.00
Protective Manhole Coating	Each	3	$ 500.00	$ 1,500.00
Sand Cushion	CY	7	$ 60.00	$ 420.00
12-inch Fitting	Each	15	$ 320.00	$ 4,800.00
60-inch Dia. Manhole W/12-inch Check Valve	Each	2	$ 8,000.00	$ 16,000.00
72-inch Dia. Manhole W/6-inch Plug Valve & Cleanout/Access Box	Each	1	$ 12,000.00	$ 12,000.00
60-inch Dia. Manhole W/8-inch Air Inlet Valve	Each	1	$ 9,000.00	$ 9,000.00
R&R Curb & Gutter	LF	20	$ 40.00	$ 800.00
R&R Landscape/Irrigation	LS	1	$ 2,500.00	$ 2,500.00
6-inch Air Inlet Line W/Riser	Each	1	$ 3,000.00	$ 3,000.00
TOTAL				**$ 1,400,181.05**
15% Contingency				**$ 210,027.16**
GRAND TOTAL				**$ 1,610,208.21**
			Faithful Performance (100%)	$ 1,610,208.21
			Labor & Material (100%)	$ 1,610,208.21

IN THE CITY OF BANNING, STATE OF CALIFORNIA

ATWELL

OFF-SITE SEWER IMPROVEMENT PLAN

SEWER FORCE MAIN & TRUNK LINE

INTEGRATED MASTER PLAN PROJECT NO. WWGM-14

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC FOR GRAVITY PIPE AND EPOXY-LINED DIP FOR FORCE MAIN.
3. SEWER MAINS MAY BE LAID THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (951) 922-3281
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF GRAVITY SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.
21. V-BIO POLYETHELENE ENCASEMENT FOR SEWER FORCE MAIN SHALL BE USED WITH GREEN TAPE WITH PRINTED LETTERING IDENTIFYING BURIED SEWER.

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-422-4133 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET N 2283766.54 E 6350263.54	MATH (LAKE MATHEWS) N 2257398.558 E 6201355.292
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE N 2286406.55 E 6350271.59 CCS ZONE 6	TRAK (BOMMER CANYON) N 2171990.406 E 6088762.992

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

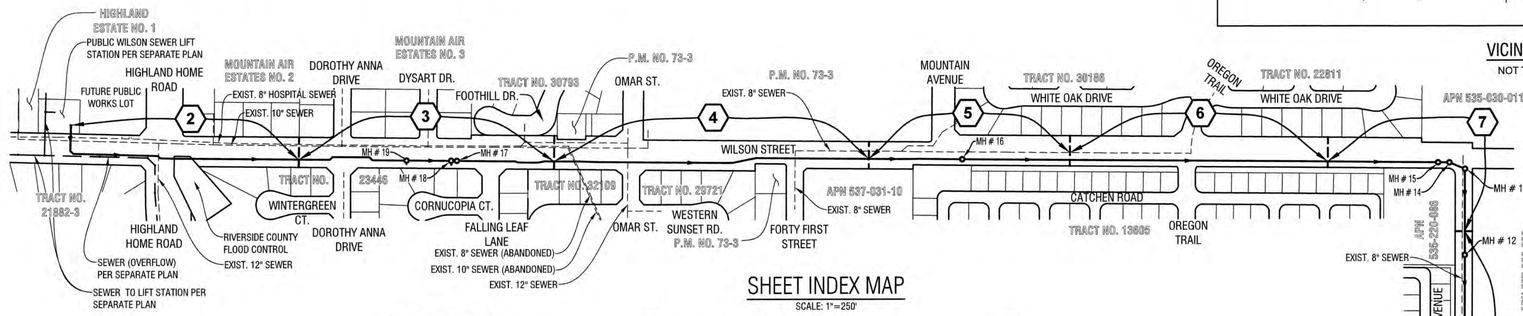
ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB.

ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

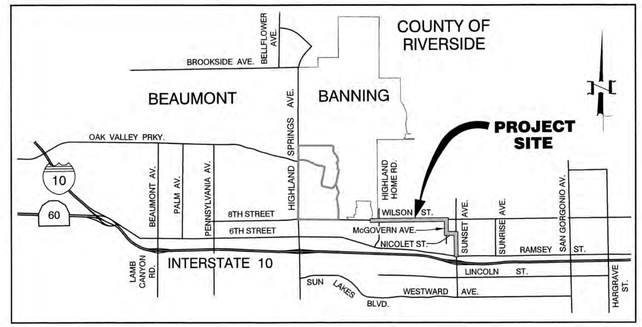
BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.



VICINITY MAP

NOT TO SCALE



LEGEND

	RIGHT OF WAY (R.O.W.)
	CENTERLINE
	PROPOSED SEWER LINE WITH DIRECTION OF FLOW
	PROPOSED SEWER MANHOLE
	EXISTING SEWER MANHOLE OR PROPOSED SEWER MANHOLE PER SEPARATE PLAN
SS	PROPOSED SEWER LINE PER SEPARATE PLAN
SS x	EXISTING SEWER LINE (SIZE PER PLAN)
FO	EXISTING FIBER OPTIC
W x	EXISTING WATER LINE (SIZE PER PLAN)
NPW x	EXISTING NON-POTABLE WATER LINE
SD x	EXISTING STORM DRAIN
NG x	EXISTING GAS LINE
T x	EXISTING TELEPHONE
CATV x	EXISTING CATV
E x	EXISTING ELECTRIC
SPRINT x	EXISTING SPRINT FIBER OPTIC
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING AIR & VACUUM VALVE ASSEMBLY
	EXISTING STREET LIGHT
	REMOVE & REPLACE AC PAVEMENT
3	SHEET INDEX NUMBER

SHEET INDEX MAP

SCALE: 1"=250'

250 0 125 250 500 1000

SCALE: 1"=250'

ABBREVIATIONS

AC	ASPHALT CONCRETE
ABAND	ABANDONED
APN	ASSESSOR'S PARCEL NUMBER
BEG.	BEGIN
BLVD	BOULEVARD
BOT	BOTTOM
CATV	CABLE TELEVISION
CB	CATCH BASIN
CY	CUBIC YARD
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CT	COURT
DEFL	DEFLECTION
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
EA	EACH
EMC	ELECTRIC METER CABINET
EPB	ELECTRIC PULL BOX
EXIST	EXISTING
FH	FIRE HYDRANT
FS	FINISH SURFACE
GV	GAS VALVE
NG	GAS
HORZ	HORIZONTAL
HP	HIGH PRESSURE
INT	INTERSECTION
INV	INVERT
LF	LINEAR FEET
LS	LUMP SUM
MH	MANHOLE
MIN	MINIMUM
NO.	NUMBER
PB	PULL BOX
PMB	PARCEL MAP BOOK
PMT	PAVEMENT
POC	POINT OF CONNECTION
PP	POWER POLE
PRKY	PARKWAY
PROP	PROPOSED
PT	POINT
PVC	POLYVINYL CHLORIDE PIPE
RD	ROAD
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT OF WAY
SD	STORM DRAIN
SF	SQUARE FEET
SLPB	STREET LIGHT PULL BOX
SS	SANITARY SEWER
STA	STATION
ST	STREET
TCB	TELEPHONE CABINET
TELE	TELEPHONE
TMH	TELEPHONE MANHOLE
TR	TRACT
TSPB	TRAFFIC SIGNAL PULL BOX
U.G.	UNDERGROUND
VAR	VARIES
VCAB	VERIZON CABINET
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VMH	VERIZON MANHOLE
WM	WATER METER
WTR	WATER
X-ING	CROSSING
W/	WITH

SEWER CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

NO.	DESCRIPTION	UNITS	QUANTITY
1	INSTALL 12" DIP EPOXY-LINED FORCE MAIN (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16	LF	4,878
2	INSTALL 15" SDR 26 PVC MAIN PER CITY STD. NO. S-15	LF	3,077
3	INSTALL 48" DIA. PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3	EA	13
4	INSTALL 60" DIA. PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3	EA	1
5	INSTALL 72" DIA. PRECAST CONCRETE MANHOLE, REMOVE EXISTING 15" PIPE WITHIN MANHOLE	EA	1
6	ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5	EA	19
7	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17	SF	82,849
8	REMOVE EXISTING PLUG FROM 15" SEWER	EA	1
9	INSTALL PROTECTIVE COATING ON INTERIOR OF MANHOLE	EA	3
10	PLACE SAND CUSHION BETWEEN ELECTRIC CONDUIT AND SEWER PIPE PER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STD. PLAN 223-2	CY	7
11	INSTALL 12" - 45° DIP ELBOW	EA	10
12	INSTALL MODIFIED 60" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 AND 12" CHECK VALVE PER DETAIL SHEET 5	EA	2
13	INSTALL 12" - 11.25° DIP ELBOW	EA	4
14	INSTALL TEMPORARY 12" BLIND FLANGE	EA	1
15	INSTALL MODIFIED 72" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 WITH 6" PLUG VALVE AND 6" DIP EPOXY-LINED CLEANOUT RISER PIPE AND 2' X 2' ACCESS BOX PER DETAIL SHEET 11	EA	1
16	INSTALL MODIFIED 60" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 AND 8" AIR INLET VALVE PER DETAIL SHEET 5	EA	1
17	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER AND REPLACE IN KIND	LF	20
18	REMOVE AND REPLACE EXISTING LANDSCAPE AND IRRIGATION IN KIND	LS	1
19	CONSTRUCT 6" AIR INLET LINE WITH RISER PER DETAIL SHEET 11	EA	1

RECOMMENDED FOR ACCEPTANCE BY:

JOHN M. BRUDIN, R.C.E. 41835
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

SHEET INDEX

SHEET 1	TITLE SHEET, SHEET INDEX, SEWER CONSTRUCTION NOTES AND ESTIMATED QUANTITIES
SHEET 2	SEWER PLAN AND PROFILE
SHEET 3	SEWER PLAN AND PROFILE
SHEET 3	SEWER PLAN AND PROFILE
SHEET 4	SEWER PLAN AND PROFILE
SHEET 5	SEWER PLAN, PROFILE AND DETAILS
SHEET 6	SEWER PLAN AND PROFILE
SHEET 7	SEWER PLAN AND PROFILE
SHEET 8	SEWER PLAN AND PROFILE
SHEET 9	SEWER PLAN AND PROFILE
SHEET 10	SEWER PLAN AND PROFILE
SHEET 11	SEWER PLAN, PROFILE AND DETAILS

APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 6/1/2021
RCE# 052496 EXP. 12-31-22 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 6/22/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 6/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

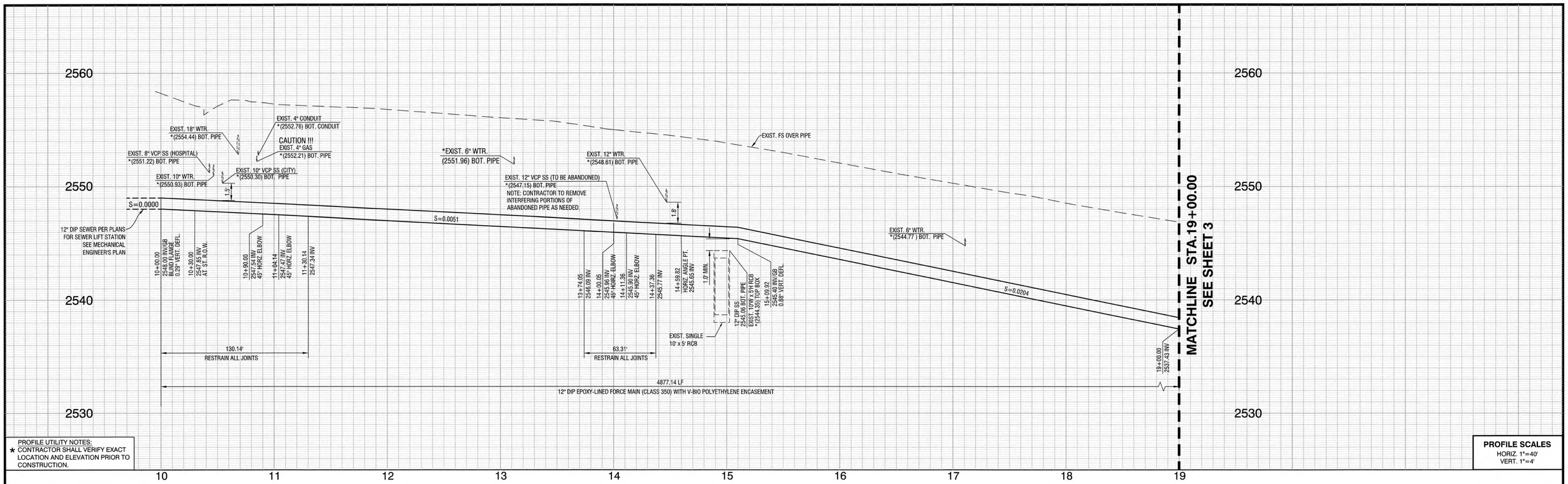
OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
TITLE SHEET / SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 11

OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

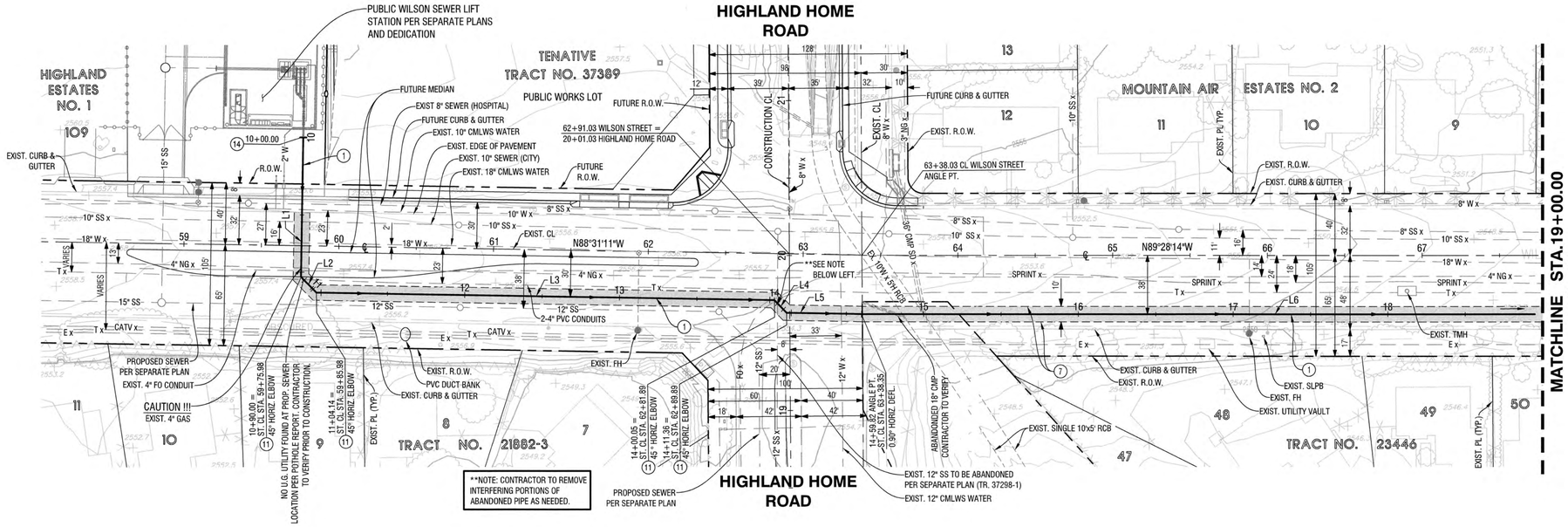
MDS File: 89434 SW Sht 01.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 06.01.2021 10:59:02 AM By: mkodwig

MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 06.01.2021 10:45:24 AM Author: MDS
Last Edit: 06.01.2021 10:58:30 AM By: MKodwig



PROFILE UTILITY NOTES:
★ CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



SEWER CONSTRUCTION NOTES

1. INSTALL 12" DIP EPOXY-LINED FORCE MAIN (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
7. REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17
11. INSTALL 12" - 45° DIP ELBOW
14. INSTALL TEMPORARY 12" BLIND FLANGE

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N01°28'49"E	90.00'
L2	N43°31'11"W	14.14'
L3	N88°31'11"W	295.91'
L4	N43°31'11"W	11.31'
L5	N88°31'11"W	48.46'
L6	N89°28'14"W	543.15'

SCALE: 1"=40'

WILSON STREET

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/22/21

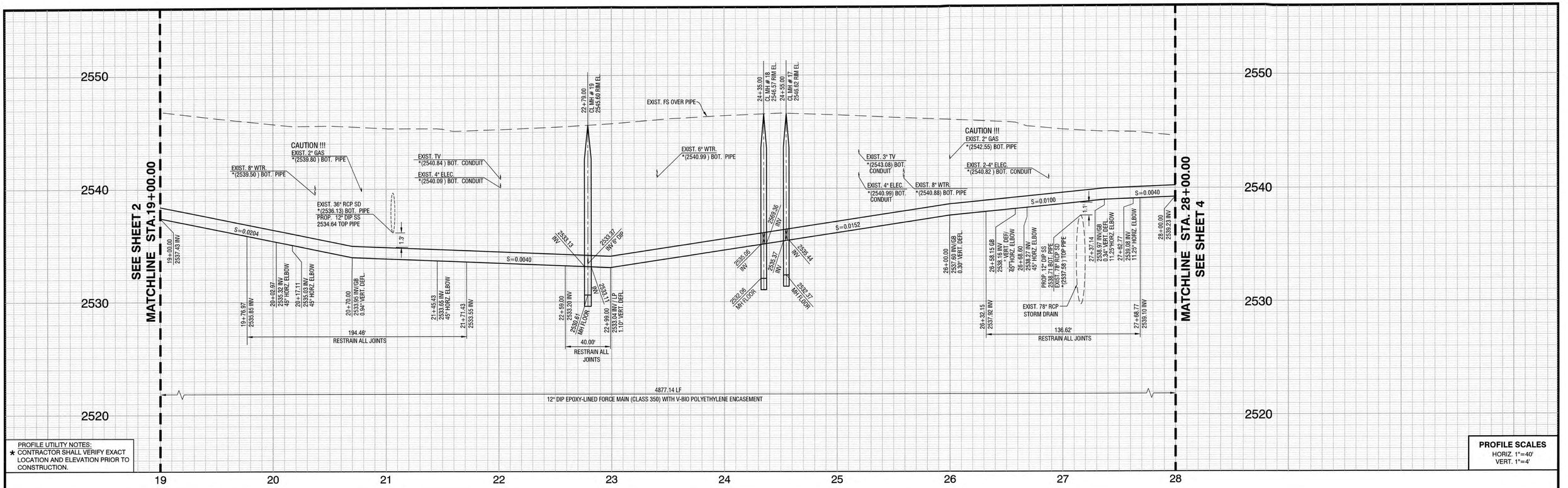
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 6/29/21

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
WILSON STREET
PLAN & PROFILE STA. 10+00.00 TO 19+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 11

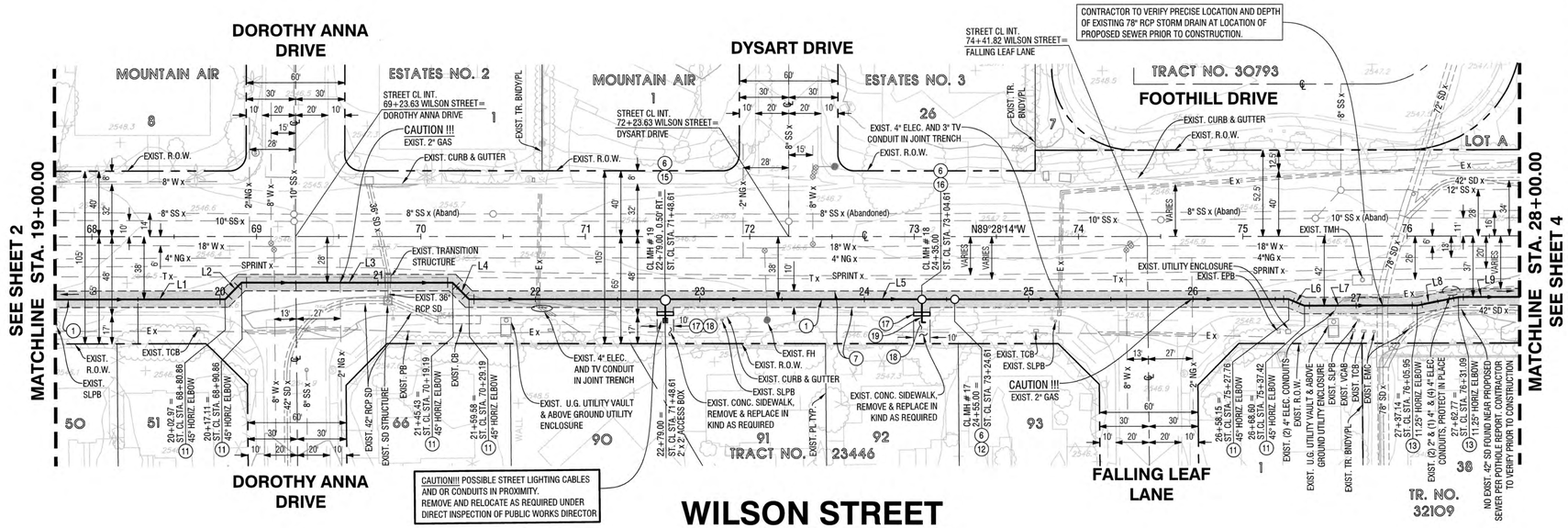
OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 06.01.2021 10:34:26 AM Author: MDS
Last Edit: 06.01.2021 10:48:33 AM By: Mschelg
MDS File: 89434 SW Sht 02.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 06.01.2021 11:53:33 AM By: mschelg



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



SEWER CONSTRUCTION NOTES

1. INSTALL 12" DIP EPOXY-LINED FORCE MAIN (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5
7. REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17
11. INSTALL 12" - 45° DIP ELBOW
12. INSTALL MODIFIED 60" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 AND 12" CHECK VALVE PER DETAIL SHEET 5
13. INSTALL 12" - 11.25° DIP ELBOW
15. INSTALL MODIFIED 72" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 WITH 6" PLUG VALVE AND 6" DIP EPOXY-LINED CLEANOUT RISER PIPE AND 2' X 2' ACCESS BOX PER DETAIL SHEET 11
16. INSTALL MODIFIED 60" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 AND 8" AIR INLET VALVE PER DETAIL SHEET 5
17. REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER AND REPLACE IN KIND
18. REMOVE AND REPLACE EXISTING LANDSCAPE AND IRRIGATION IN KIND
19. CONSTRUCT 6" AIR INLET LINE WITH RISER PER DETAIL SHEET 11

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N89°28'14"W	543.15'
L2	N45°31'46"E	14.14'
L3	N89°28'14"W	128.32'
L4	N44°28'14"W	14.14'
L5	N89°28'14"W	498.58'
L6	N66°28'14"W	10.45'
L7	N89°28'14"W	68.54'
L8	N79°16'46"W	25.63'
L9	N89°28'14"W	127.01'

40 0 20 40 80 160
SCALE: 1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6/1/2021 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21 DATE

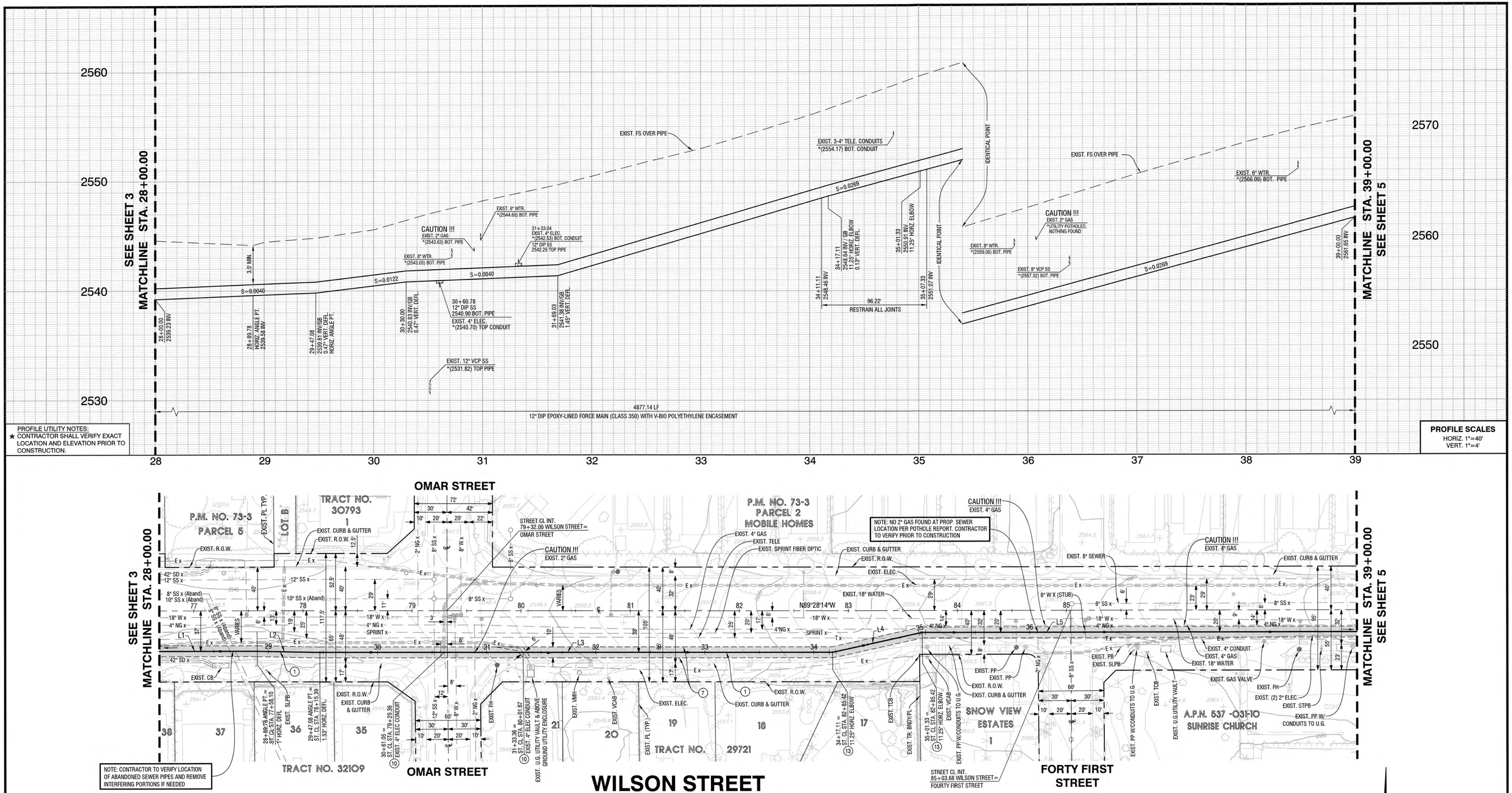
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21 DATE

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
WILSON STREET
PLAN & PROFILE STA. 19+00.00 TO 28+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 11

OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

MDS Proj. Data: I:\69434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 05.12.2021 01:32:00 PM Author: MDS
Last Edit: 05.26.2021 10:40:29 AM By: mludwig
MDS file: 69434 SW Sht 03.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 06.01.2021 10:56:40 AM By: mludwig



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

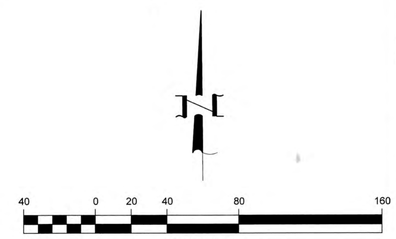
NOTE: CONTRACTOR TO VERIFY LOCATION OF ABANDONED SEWER PIPES AND REMOVE INTERFERING PORTIONS IF NEEDED

WILSON STREET

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N89°28'14"W	127.01'
L2	N88°28'14"W	57.30'
L3	N89°28'14"W	470.03
L4	N78°11'19"E	84.22'
L5	N89°28'14"W	529.58'

SEWER CONSTRUCTION NOTES

1. INSTALL 12" DIP EPOXY-LINED FORCE MAIN (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
7. REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17
10. PLACE SAND CUSHION BETWEEN ELECTRIC CONDUIT AND SEWER PIPE PER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STD. PLAN 223-2
13. INSTALL 12" - 11.25° DIP ELBOW



Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6/1/2021
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21
DATE

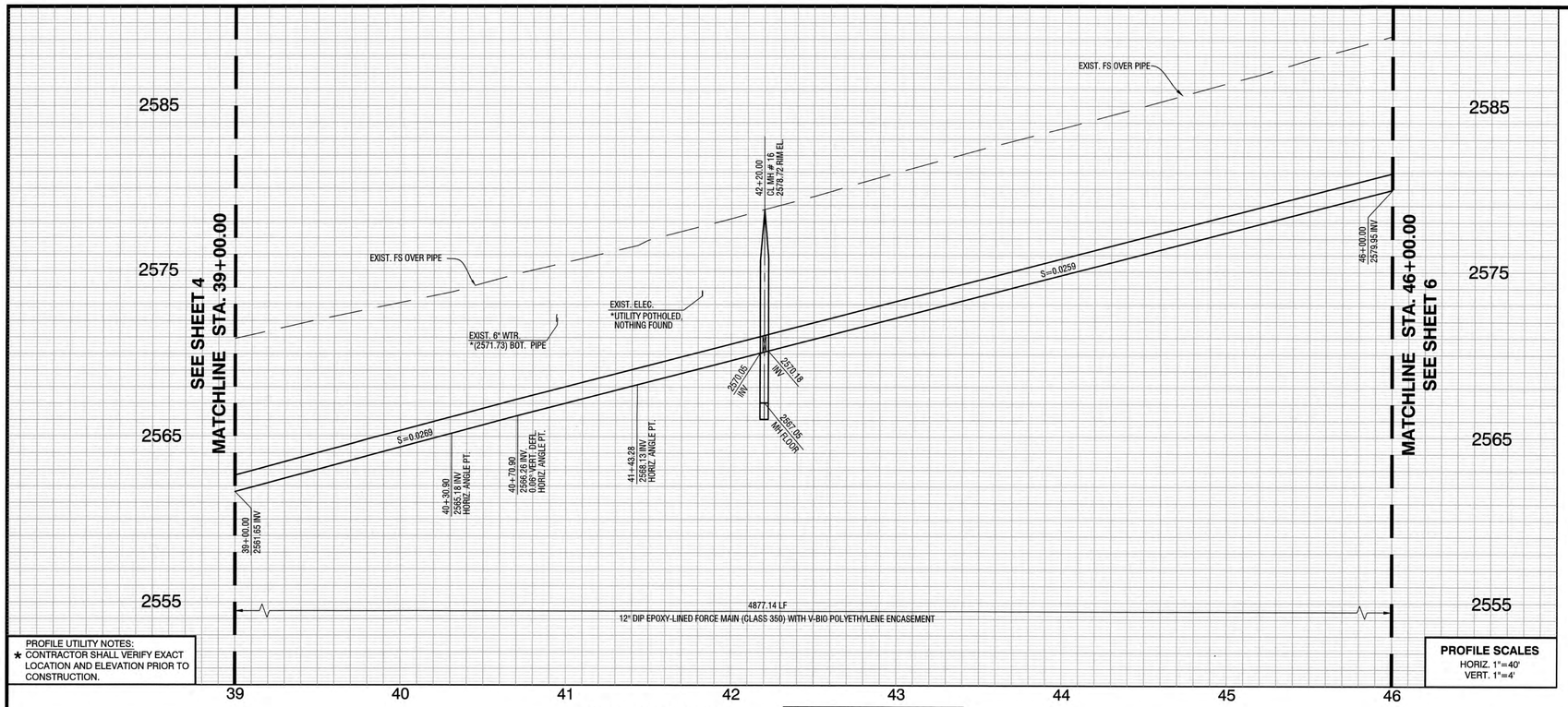
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
WILSON STREET
PLAN & PROFILE STA. 28+00.00 TO 39+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 11

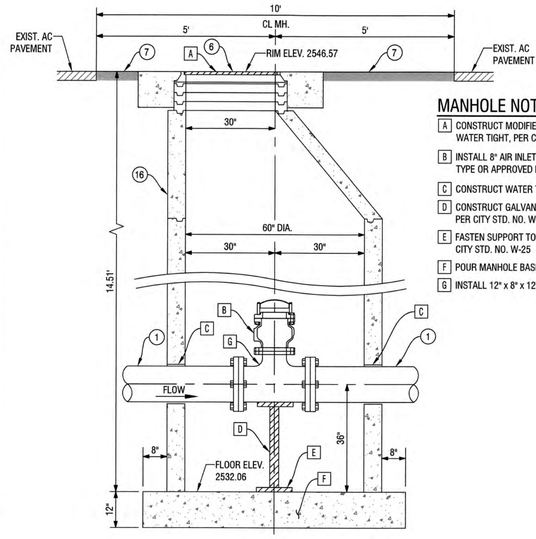
OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 05.11.2021 02:14:01 PM Author: MDS
Last Edit: 05.26.2021 10:45:02 AM By: mfudwio
MDS File: 89434 SW Sht 04.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 05.01.2021 11:02:59 AM By: mfudwio



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

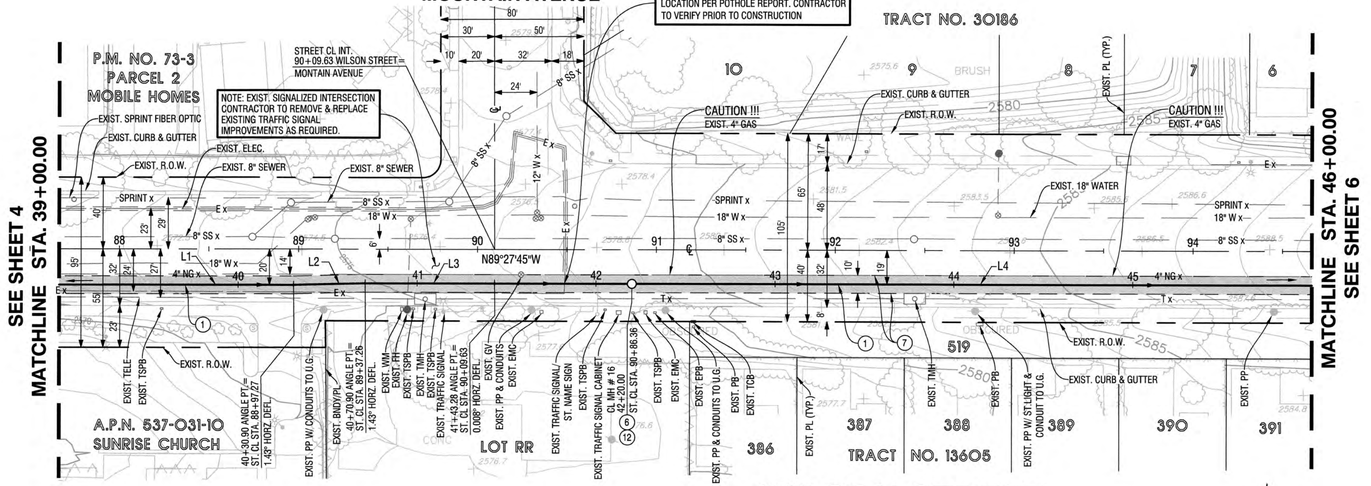
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



MANHOLE NOTES

- (A) CONSTRUCT MODIFIED 30" DIA. TRAFFIC MANHOLE FRAME AND COVER, WATER TIGHT, PER CITY STD. NO. S-7
- (B) INSTALL 8" AIR INLET VALVE (DeZURIK AIR INLET VALVE - 1500 FLANGED TYPE OR APPROVED EQUAL) WITH ADJUSTABLE VACCUM RELIEF ASSEMBLY
- (C) CONSTRUCT WATER TIGHT SEAL
- (D) CONSTRUCT GALVANIZED PIPE SUPPORT TO FIT BODY OF AIR INLET VALVE PER CITY STD. NO. W-25
- (E) FASTEN SUPPORT TO MANHOLE FLOOR WITH (4) GALVANIZED BOLTS PER CITY STD. NO. W-25
- (F) POUR MANHOLE BASE FLAT AND LEVEL
- (G) INSTALL 12" x 8" x 12" FLANGED TEE

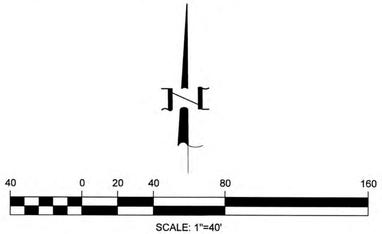
(16) DETAIL MANHOLE # 18
(8" AIR INLET VALVE)
STA. 24+35.00
NOT TO SCALE

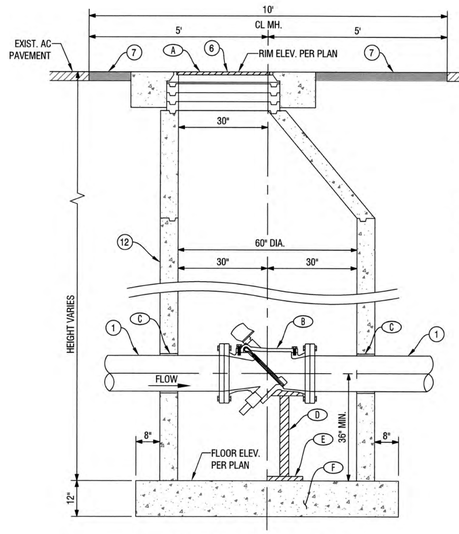


SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N89°28'14"W	529.58'
L2	N89°05'48"E	40.00'
L3	N89°28'14"W	72.37'
L4	N89°27'45"W	1736.36'

SEWER CONSTRUCTION NOTES

- (1) INSTALL 12" DIP EPOXY-LINED FORCE MAIN (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
- (6) ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5
- (7) REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17
- (12) INSTALL MODIFIED 60" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 AND 12" CHECK VALVE PER DETAIL SHEET 5
- (16) INSTALL MODIFIED 60" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 AND 8" AIR INLET VALVE PER DETAIL SHEET 5





MANHOLE NOTES

- (A) CONSTRUCT MODIFIED 30" DIA. TRAFFIC MANHOLE FRAME AND COVER, WATER TIGHT, PER CITY STD. NO. S-7
- (B) INSTALL 12" CHECK VALVE (DeZURIK APCO CRF 100 WITH HOLD OPEN DEVICE AND DISC POSITION INDICATOR OR APPROVED EQUAL)
- (C) CONSTRUCT WATER TIGHT SEAL
- (D) CONSTRUCT GALVANIZED PIPE SUPPORT TO FIT BODY OF CHECK VALVE PER CITY STD. NO. W-25
- (E) FASTEN SUPPORT TO MANHOLE FLOOR WITH (4) GALVANIZED BOLTS PER CITY STD. NO. W-25
- (F) POUR MANHOLE BASE FLAT AND LEVEL

(12) DETAIL MANHOLES # 16 AND 17
(12" CHECK VALVE)
STA. 24+55.00 AND STA. 42+20.00
NOT TO SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6/14/2021
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21
DATE

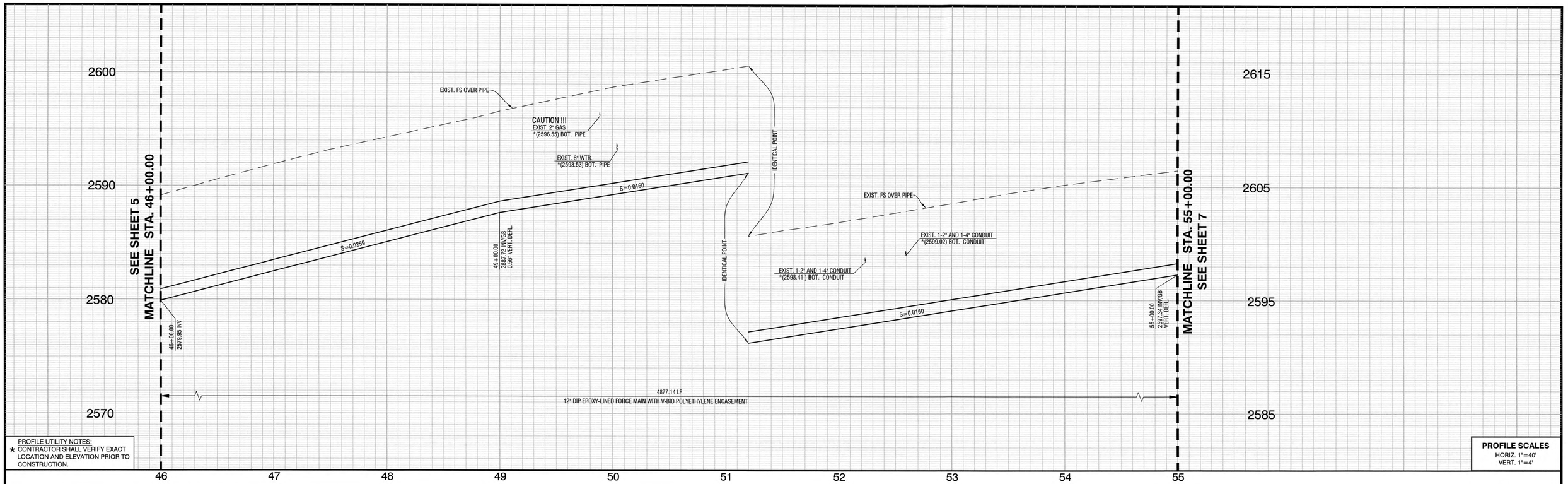
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
WILSON STREET
PLAN & PROFILE STA. 39+00.00 TO 46+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 11

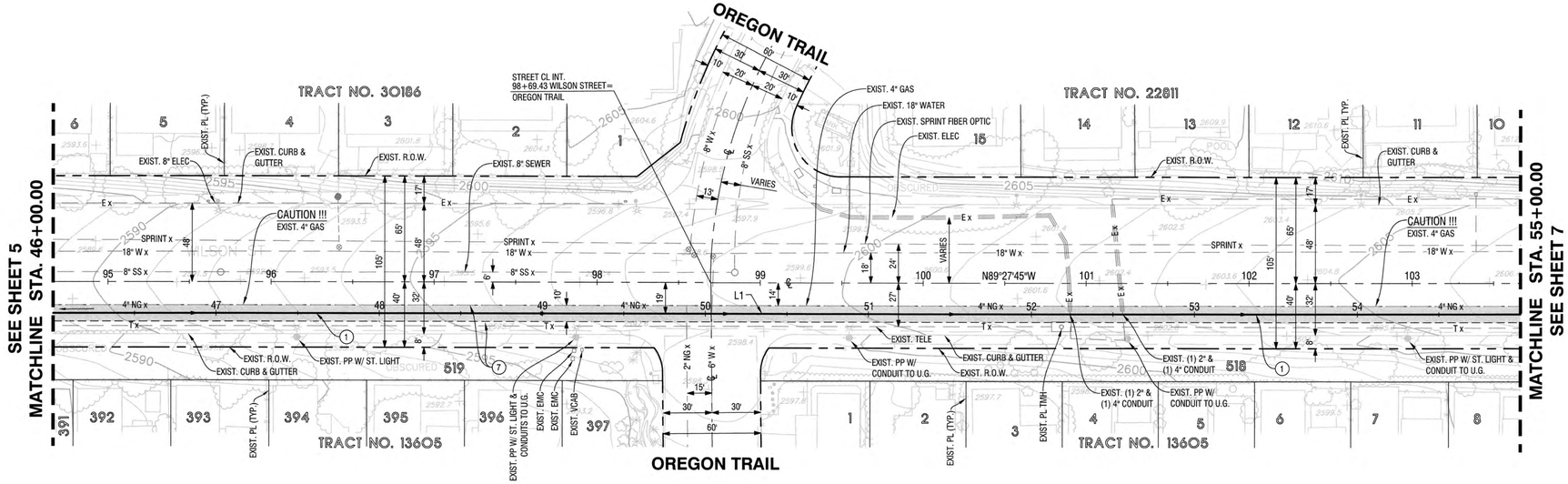
OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 06.01.2021 11:14:53 AM Author: MDS
Last Edit: 06.01.2021 11:14:53 AM By: Mtudwig
MDS File: 89434 SW Sht 05.dwg
Plot Scale: 1"=1' Dwg Scale: 1
Plot Date: 05.16.2021 3:50:33 PM By: mtudwig



PROFILE UTILITY NOTES:
★ CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



SEWER CONSTRUCTION NOTES

1. INSTALL 12" DIP EPOXY-LINED FORCE MAIN (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
7. REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N89°27'45"W	1736.36'

WILSON STREET

40 0 20 40 80 160
SCALE: 1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE 6/1/2021

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/22/21

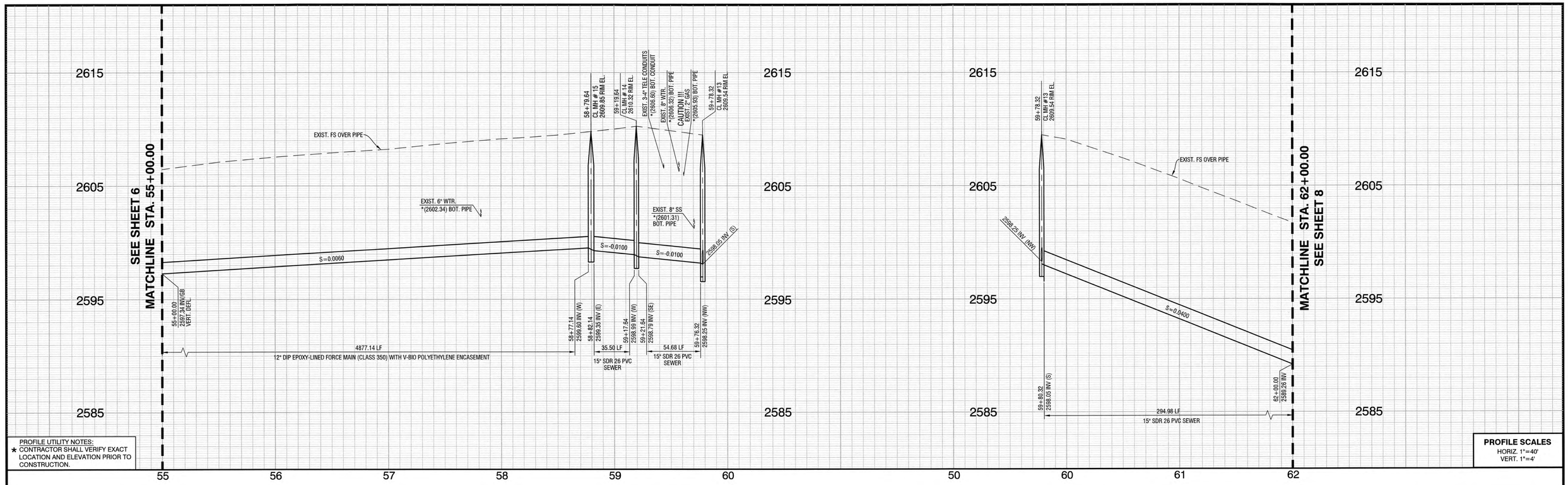
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 6/29/21

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
WILSON STREET
PLAN & PROFILE STA. 46+00.00 TO 55+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 11

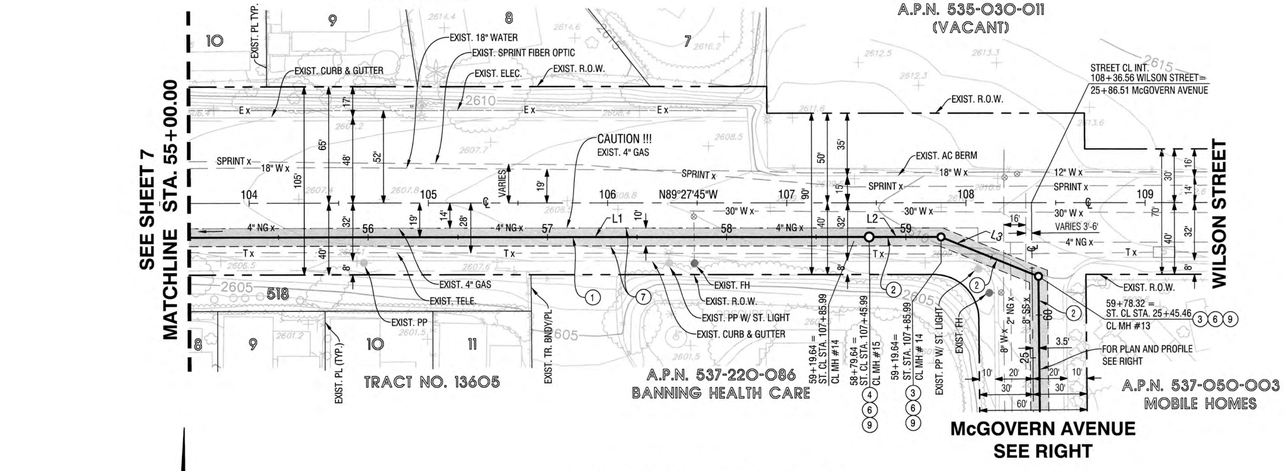
OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

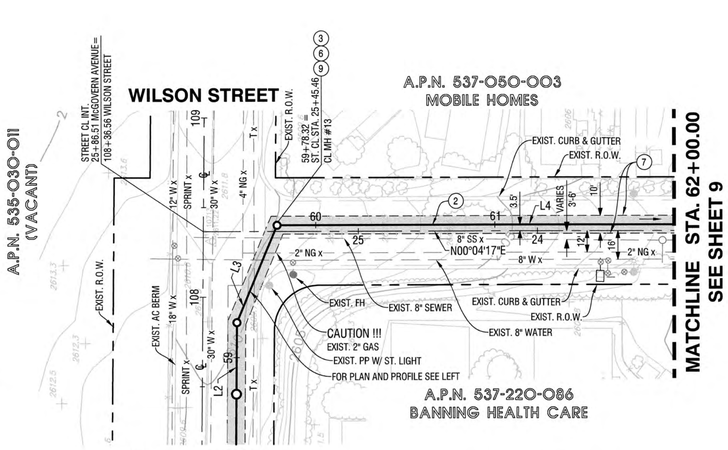
MDS Proj. Data: I:\8943-E\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 05.11.2021 11:29:40 AM Author: MDS
Last Edit: 05.12.2021 01:59:00 PM By: Mludwig
MDS File: 8943-E SW Sht 06.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 05.26.2021 10:46:54 AM By: mludwig



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'





SEWER CONSTRUCTION NOTES

1. INSTALL 12" DIP EPOXY-LINED FORCE MAIN (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
2. INSTALL 15" SDR 26 PVC MAIN PER CITY STD. NO. S-15
3. INSTALL 48" DIA. PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3
4. INSTALL 60" PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3
6. ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5
7. REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17
9. INSTALL PROTECTIVE COATING ON INTERIOR OF MANHOLE

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N89°27'45"W	1736.36'
L2	N89°27'45"W	40.00'
L3	N67°25'43"W	58.68'
L4	N00°04'17"E	298.98'

N

40 0 20 40 80 160
SCALE: 1"=40'

N

40 0 20 40 80 160
SCALE: 1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH DATE
RCE# 052496 EXP. 12-31-22

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 6/22/21
SENIOR CIVIL ENGINEER

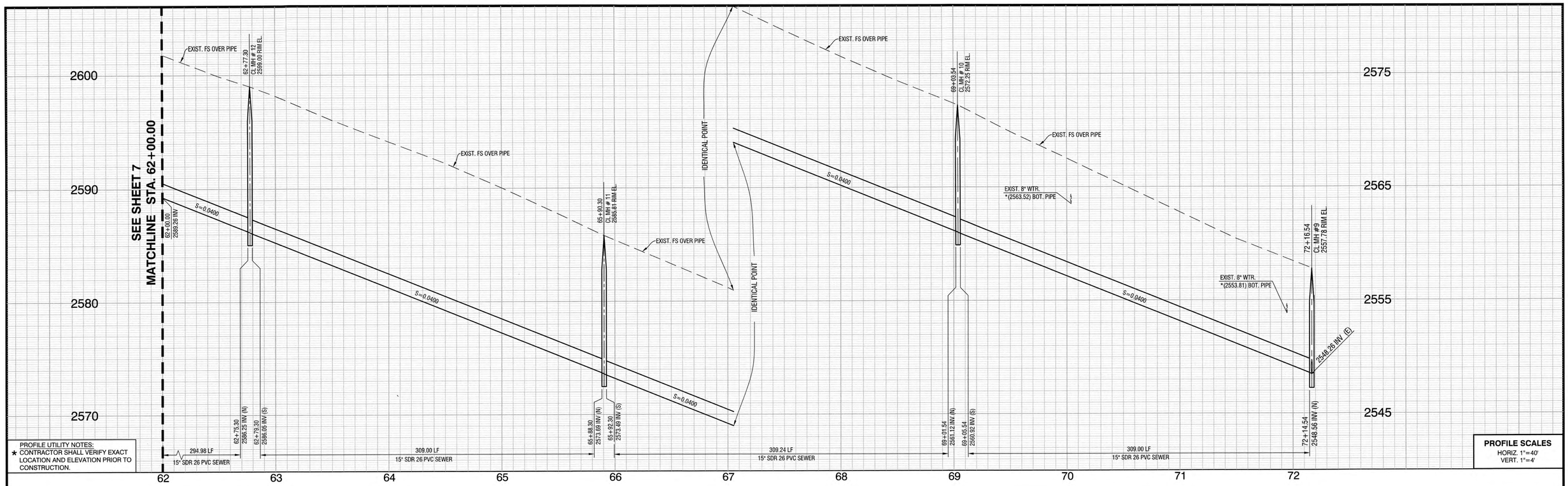
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — DATE 6/29/21
PUBLIC WORKS DIRECTOR/CITY ENGINEER

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
WILSON STREET & McGOVERN AVENUE
PLAN & PROFILE STA. 55+00.00 TO 62+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 11

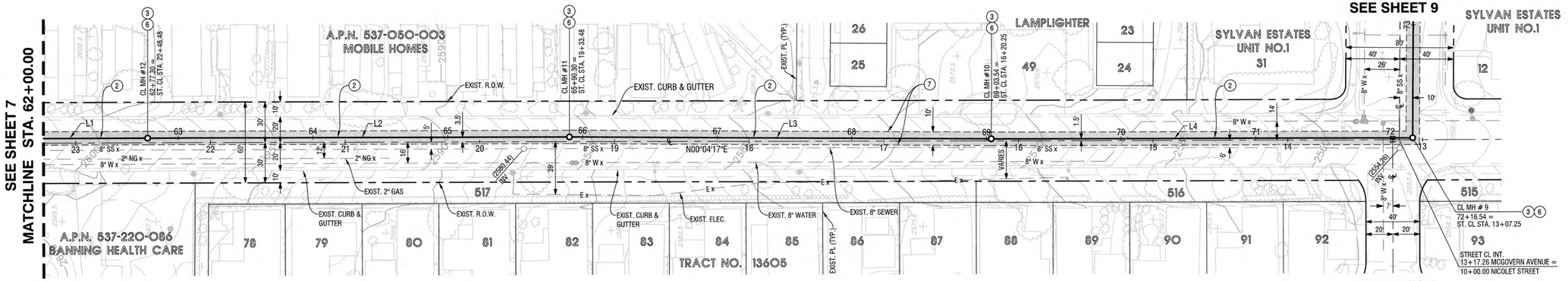
OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station Created: 05.07.2021 03:45:39 PM Author: MDS Last Edit: 05.11.2021 03:49:54 PM By: Mtullwiu
MDS File: 89434 SW Sht 07.dwg Plot Scale: 1"=1' Dwg Scale: ---- Plot Date: 05.28.2021 10:57:41 AM By: mtullwiu



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



McGOVERN AVENUE

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N00°04'17"E	298.98'
L2	N00°04'17"E	313.00'
L3	N00°26'14"E	313.24'
L4	N00°04'17"E	313.00'

SEWER CONSTRUCTION NOTES

(2) INSTALL 15" SDR 26 PVC MAIN PER CITY STD. NO. S-15
(3) INSTALL 48" DIA. PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3
(6) ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5
(7) REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17

40 0 20 40 80 160
SCALE: 1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6/1/2021
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21
DATE

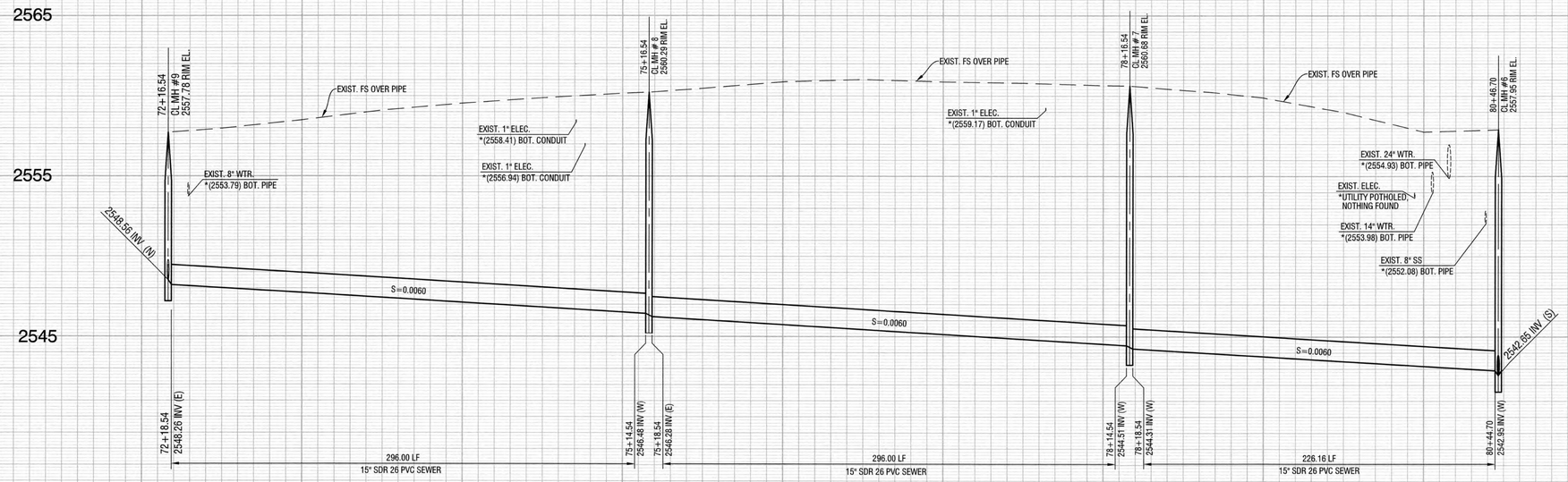
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
McGOVERN AVENUE
PLAN & PROFILE STA. 62+00.00 TO 72+16.54

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 11

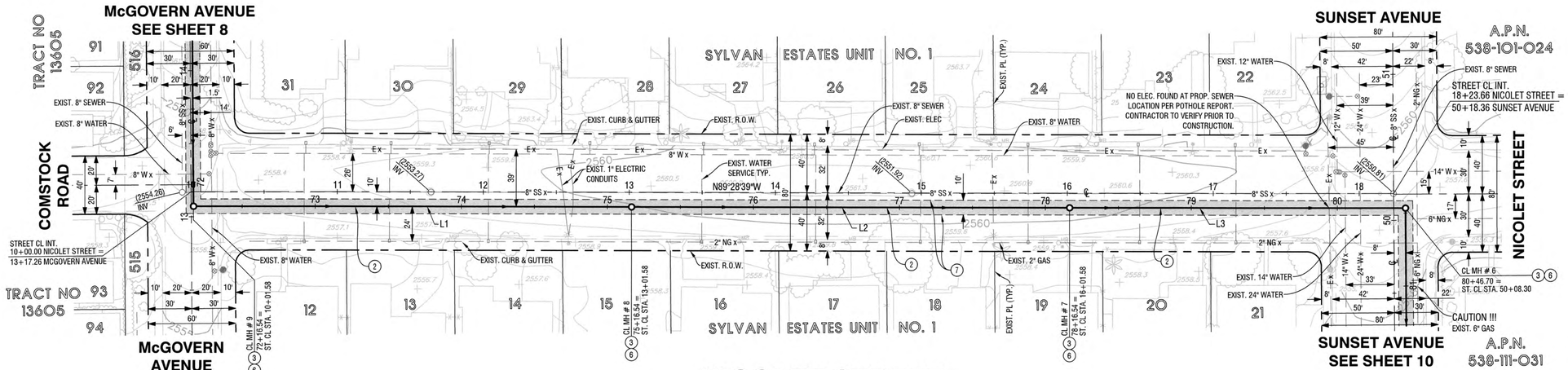
MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 05.11.2021 04:04:37 PM Author: MDS
Last Edit: 05.26.2021 11:01:18 AM By: mlodwig
MDS File: 89434 SW Sht 08.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 06.01.2021 11:47:02 AM By: mlodwig

OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



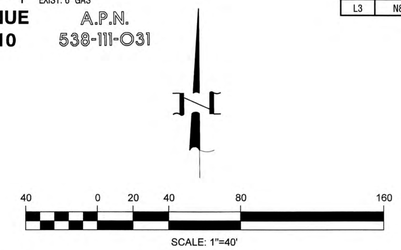
NICOLET STREET

NOTE: CONTRACTOR TO VERIFY EXISTING SEWER LATERAL AND WATER SERVICE CROSSINGS PRIOR TO CONSTRUCTION.

SEWER CONSTRUCTION NOTES

(2) INSTALL 15" SDR 26 PVC MAIN PER CITY STD. NO. S-15
(3) INSTALL 48" DIA. PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3
(6) ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5
(7) REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N89°28'39"W	300.00'
L2	N89°28'39"W	300.00'
L3	N89°28'39"W	230.16'



Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6/1/2021 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21 DATE

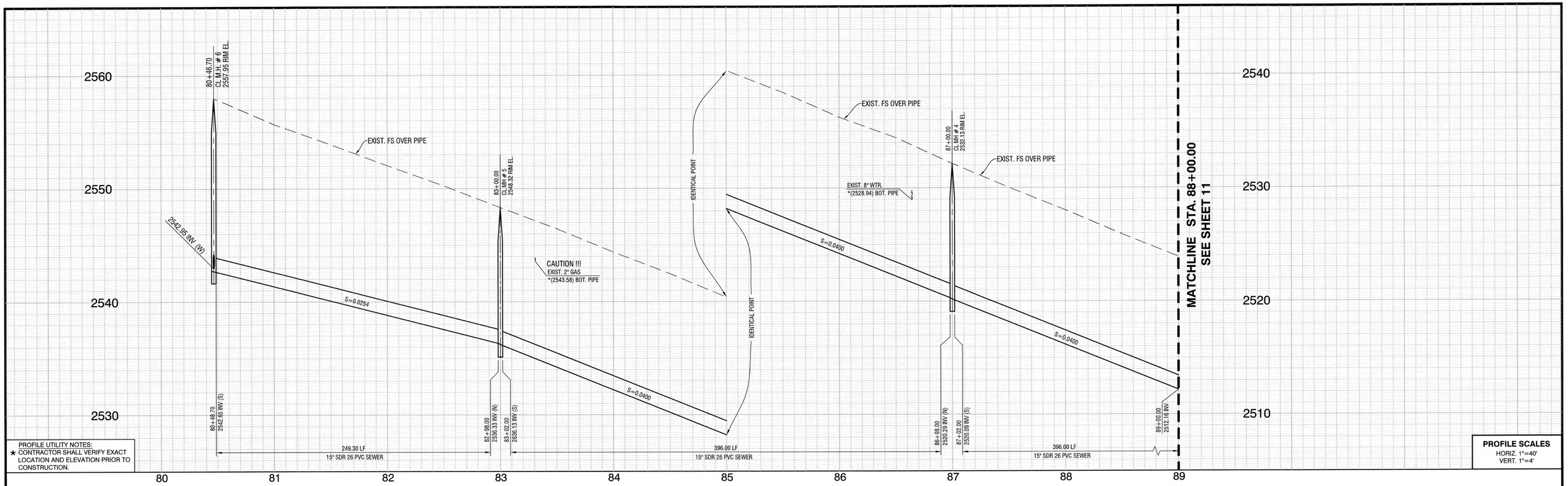
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21 DATE

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
NICOLET STREET
PLAN & PROFILE STA. 72+16.54 TO 80+46.70

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 11

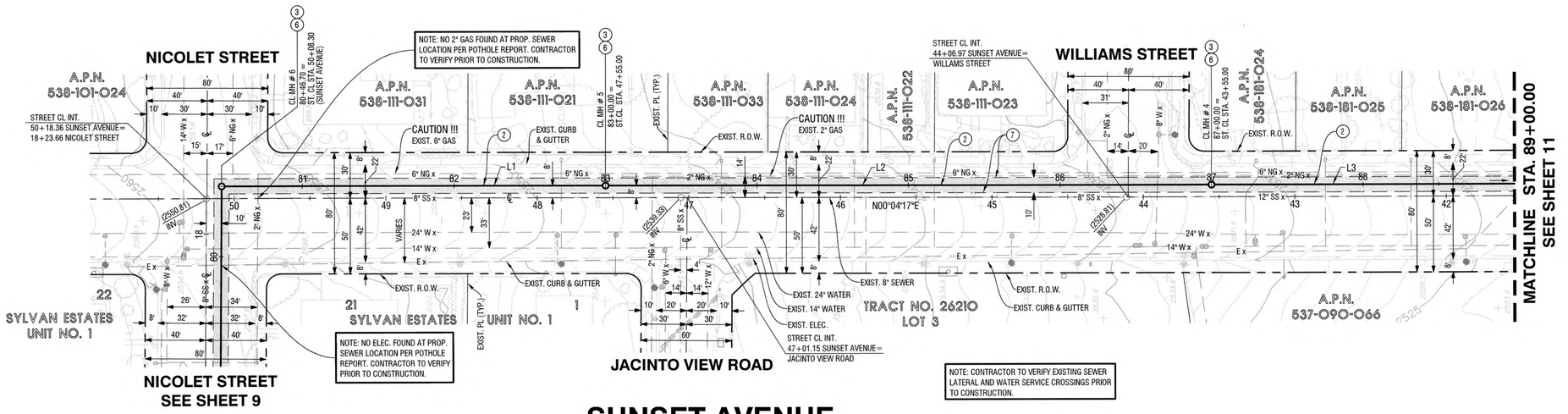
OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 05.12.2021 11:01:55 AM Author: MDS
Last Edit: 05.12.2021 11:01:55 AM By: mludwig
MDS File: 89434 SW Sht 09.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 05.26.2021 11:05:20 AM By: mludwig



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



SUNSET AVENUE

SEWER CONSTRUCTION NOTES

(2) INSTALL 15" SDR 26 PVC MAIN PER CITY STD. NO. S-15
(3) INSTALL 48" DIA. PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3
(6) ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5
(7) REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17

SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N00°04'17"E	253.30'
L2	N00°04'17"E	400.00'
L3	N00°04'17"E	400.00'

40 0 20 40 80 160
SCALE: 1"=40'

OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6/1/2021
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21
DATE

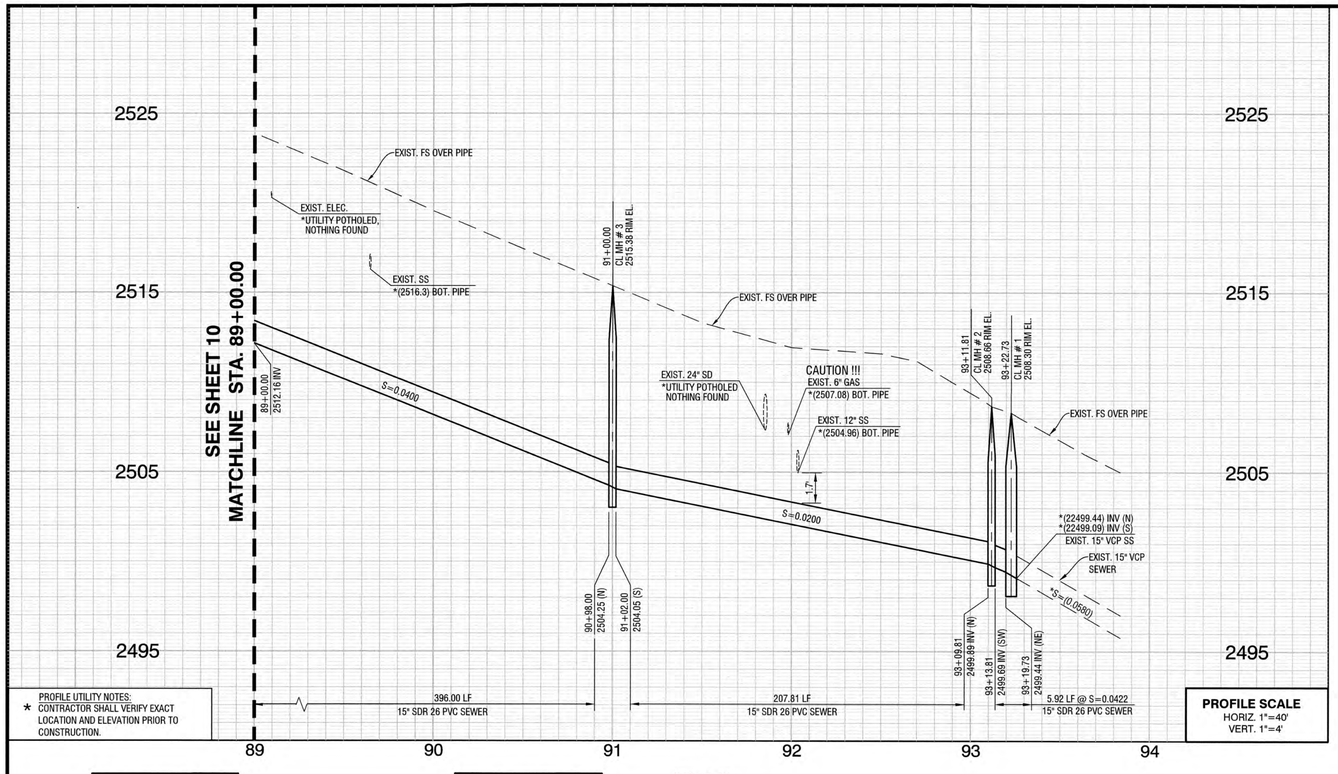
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
SUNSET AVENUE
PLAN & PROFILE STA. 80+46.70 TO 89+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 11

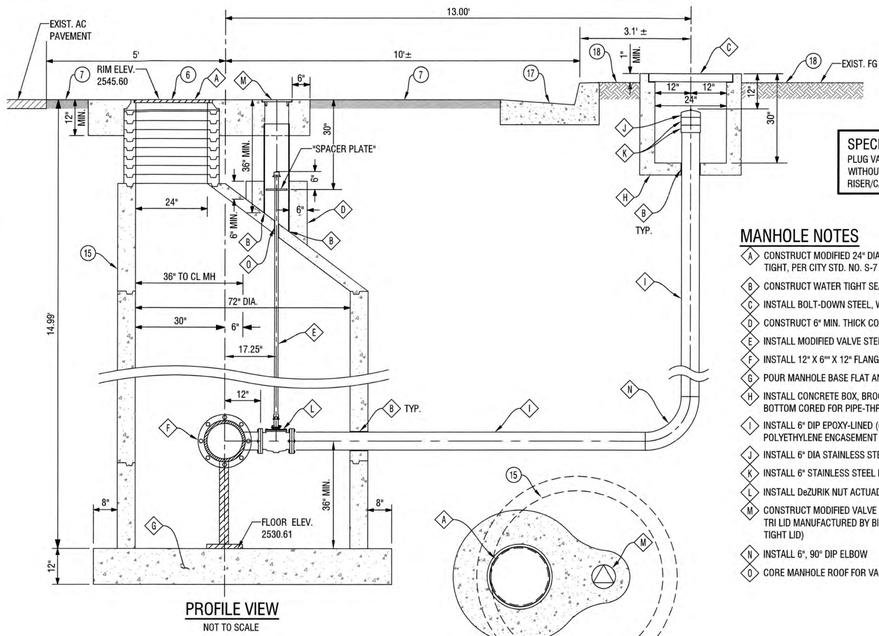
MDS Proj. Data: I:\89434\ENGINEERING2\Plans\Sewer\PA-11 SS Lift Station
Created: 05.26.2021 11:23:16 AM Author: MDS
Last Edit: 05.26.2021 11:23:16 AM By: Mludwig

MDS File: 89434 SW Sht 10.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 06.01.2021 11:17:40 AM By: mludwig



PROFILE UTILITY NOTES:
* CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALE
HORIZ. 1"=40'
VERT. 1"=4'



PROFILE VIEW
NOT TO SCALE

DETAIL MANHOLE # 19
15 (6" PLUG VALVE AND CLEANOUT RISER PIPE)
MANHOLE @ STA. 22+79.00

PLAN VIEW
MANHOLE AND VALVE COVER
NOT TO SCALE

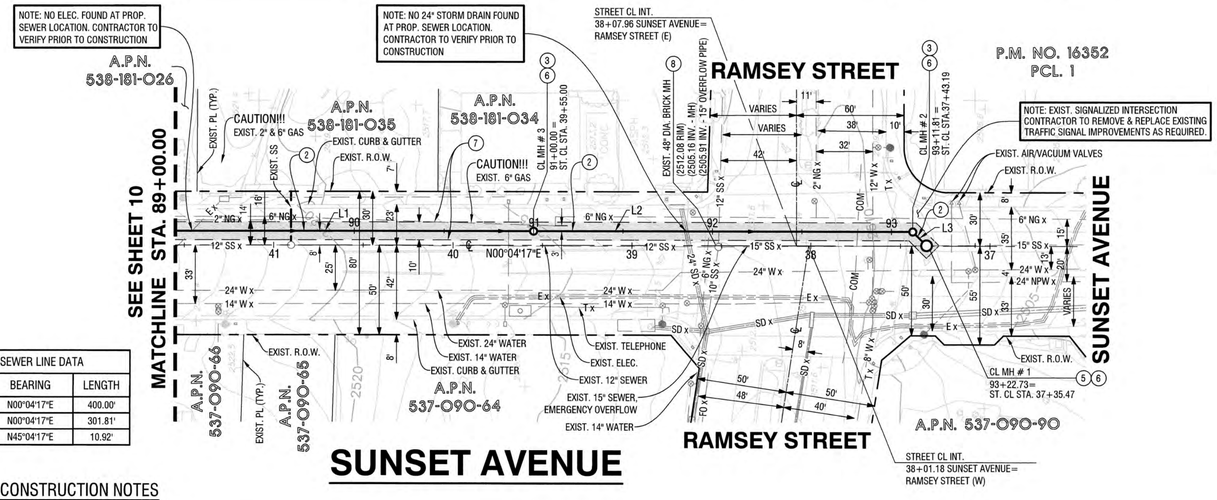
SPECIAL NOTE:
PLUG VALVE OPERATIONS SHALL NOT OCCUR WITHOUT WATER TIGHT CONNECTION TO CLEANOUT RISER/CAMLOCK.

MANHOLE NOTES

- (A) CONSTRUCT MODIFIED 24" DIA. TRAFFIC MANHOLE FRAME AND COVER, WATER TIGHT, PER CITY STD. NO. S-7
- (B) CONSTRUCT WATER TIGHT SEAL
- (C) INSTALL BOLT-DOWN STEEL, WATER TIGHT, COVER
- (D) CONSTRUCT 6" MIN. THICK CONCRETE BASE AROUND BOTTOM OF VALVE CAN
- (E) INSTALL MODIFIED VALVE STEM EXTENSION PER CITY OF STD. NO. W-21
- (F) INSTALL 12" X 6"" X 12" FLANGED DIP TEE
- (G) POUR MANHOLE BASE FLAT AND LEVEL
- (H) INSTALL CONCRETE BOX, BROOKS PRODUCT 2424CB OR APPROVED EQUAL, BOTTOM CORED FOR PIPE-THRU
- (I) INSTALL 6" DIP EPOXY-LINED (CLASS 350) CLEANOUT RISER WITH BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
- (J) INSTALL 6" DIA STAINLESS STEEL 6" CAMLOCK MALE DUST PLUG
- (K) INSTALL 6" STAINLESS STEEL MALE CAMLOCK x 6" FEMALE NPT (USA)
- (L) INSTALL DeZURIK NUT ACTUADED PLUG VALVE OR APPROVED EQUAL
- (M) CONSTRUCT MODIFIED VALVE BOX PER CITY STD. NO. W-20 WITH 10" MARK V TRI LID MANUFACTURED BY BINGHAM & TAYLOR OR APPROVED EQUAL (WATER TIGHT LID)
- (N) INSTALL 6", 90° DIP ELBOW
- (O) CORE MANHOLE ROOF FOR VALVE STEM EXTENSION

NOTE: NO ELEC. FOUND AT PROP. SEWER LOCATION. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION

NOTE: NO 24" STORM DRAIN FOUND AT PROP. SEWER LOCATION. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION

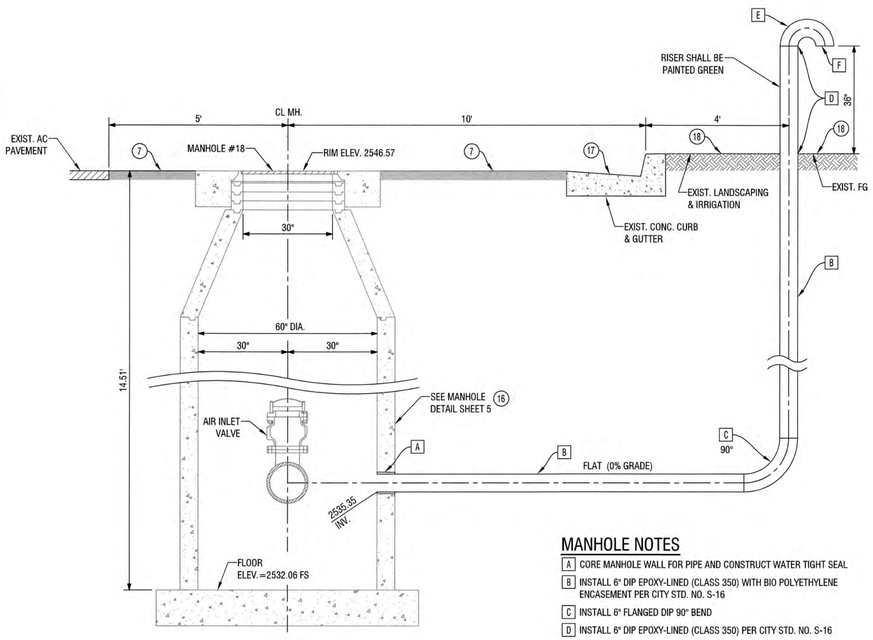


SEWER LINE DATA		
NO.	BEARING	LENGTH
L1	N00°04'17"E	400.00'
L2	N00°04'17"E	301.81'
L3	N45°04'17"E	10.92'

SEWER CONSTRUCTION NOTES

- (2) INSTALL 15" SDR 26 PVC MAIN PER CITY STD. NO. S-15
- (3) INSTALL 48" DIA. PRE-CAST CONCRETE MANHOLE PER CITY STD. NO. S-3
- (5) INSTALL 72" DIA. PRECAST CONCRETE MANHOLE, REMOVE EXISTING 15" PIPE WITHIN MANHOLE
- (6) ADJUST MANHOLE COVER TO GRADE PER CITY STD. NO. S-5
- (7) REMOVE AND DISPOSE OF EXISTING AC PAVEMENT AND BASE AND REPLACE IN KIND PER CITY STD. NO. S-17
- (8) REMOVE EXISTING PLUG FROM 15" SEWER
- (15) INSTALL MODIFIED 72" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 WITH 6" PLUG VALVE AND 6" DIP EPOXY-LINED CLEANOUT RISER PIPE AND 2' X 2' ACCESS BOX PER DETAIL SHEET 11
- (16) INSTALL MODIFIED 60" DIA. SEWER MANHOLE PER CITY STD. NO. S-3 AND 8" AIR INLET VALVE PER DETAIL SHEET 5
- (17) REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER AND REPLACE IN KIND
- (18) REMOVE AND REPLACE EXISTING LANDSCAPE AND IRRIGATION IN KIND
- (19) CONSTRUCT 6" AIR INLET LINE WITH RISER PER DETAIL SHEET 11

40 0 20 40 80 160
SCALE:1"=40'



DETAIL
19 6" AIR INLET LINE WITH RISER
MANHOLE @ STA. 24+35.00
NOT TO SCALE

MANHOLE NOTES

- (A) CORE MANHOLE WALL FOR PIPE AND CONSTRUCT WATER TIGHT SEAL
- (B) INSTALL 6" DIP EPOXY-LINED (CLASS 350) WITH BIO POLYETHYLENE ENCASEMENT PER CITY STD. NO. S-16
- (C) INSTALL 6" FLANGED DIP 90° BEND
- (D) INSTALL 6" DIP EPOXY-LINED (CLASS 350) PER CITY STD. NO. S-16
- (E) INSTALL 6" FLANGED DIP RETURN BEND (TURNED RIGHT)
- (F) INSTALL 6" BLIND FLANGE. TO BE REMOVED DURING FORCE MAIN MAINTENANCE OPERATIONS

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6/1/2021 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21 DATE

OFF-SITE SEWER IMPROVEMENT PLAN
SEWER FORCE MAIN & TRUNK LINE
ATWELL
SUNSET AVENUE
PLAN & PROFILE STA. 89+00.00 TO 93+22.73

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 11

OFF-SITE SEWER IMPROVEMENT PLAN, SEWER FORCE MAIN & TRUNK LINE

MDS Proj. Data: I:\89434\ENGINEERING\Plans\Sewer\PA-11 SS Lift Station
Created: 05.12.2021 02:30:54 PM Author: MDS
Last Edit: 05.26.2021 11:22:55 AM By: mludwig
MDS File: 89434 SW Sht 11.dwg
Plot Scale: 1"=1' Dwg Scale: ----
Plot Date: 06.01.2021 11:32:41 AM By: mludwig

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Laurie Sampson, Assistant City Manager**

MEETING DATE: **December 12, 2023**

SUBJECT: **Consideration of Resolution 2023-190, Accepting Grant Funds from the State of California, Business, Consumer Services, and Housing Agency in the Amount of $908,461**

RECOMMENDATION:

Adopt Resolution 2023-190.

BACKGROUND:

The State of California has established the Encampment Resolution Funding Program (ERF). The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency. ERF provides one-time, competitive grant funds to Continuums of Care and/or Local Jurisdictions. The Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.

JUSTIFICATION:

With the growing homeless population in the City of Banning it has become important the existing Opportunity Village be improved or expanded to continue to help the existing participants and any future participants. These funds will assist resolving the experiences of homelessness to address the safety and wellness of the people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

The City of Banning was awarded a grant in the amount of $980,461.00 based on the needs of the community and the results of the existing shelter. This grant is unusual as it was funded upfront. Typically grants are reimbursed after proof of expenditure is submitted to the grantor.

FISCAL IMPACT:

100% of funds must be obligated and 50% of grant funds must be spent by June 30, 2024, and all projects must be completed and paid for by June 30, 2025. Failure to complete all projects by June 30, 2025, will result in forfeiture of those funds. Projects funded with this grant will be funded through account 810-9700-490.90-60. There is no fiscal impact to the City of Banning.

ALTERNATIVES:

1. Adopt Resolution 2023-190
2. If the council declines to adopt Resolution 2023-190, the grant funds of $980,461 must be returned to the State of California and all projects planned for these funds must be cancelled.

ATTACHMENTS:

1. Resolution 2023-190, Grant.docx
1. Cal ICH Agreement.pdf

RESOLUTION 2023-190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ACCEPTING GRANT FUNDS FROM THE STATE OF CALIFORNIA'S BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY IN THE AMOUNT OF $980,461

WHEREAS, The State of California has established the Encampment Resolution Funding Program (ERF), which is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency; and

WHEREAS, ERF provides one-time, competitive grant funds to Continuums of Care and/or Local Jurisdictions. The Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments; and

WHEREAS, the City of Banning was awarded a grant in the amount of $980,461.00 based on the needs of the community and the results of the existing shelter; and

WHEREAS, 100% of funds must be obligated and 50% of grant funds must be spent by June 30, 2024, and all projects must be completed and paid for by June 30, 2025. Failure to complete all projects by June 30, 2025, will result in forfeiture of those funds. Projects funded with this grant will be funded through account 810-9700-490.90-60.

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

SECTION 1. The City Council hereby accepts Program grant funds from the State of California's Business, Consumer Services, and Housing Agency in the amount of $980,461.00 and approves the Grant Agreement attached hereto as Exhibit A.

SECTION 2. The City Council authorizes the City Manager or his designee to make all budget transfer and/or appropriations necessary and to sign the Grant Agreement on behalf of the City Council.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and shall cause the certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-190, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Cal ICH Grant Agreement

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
California Interagency Council on Homelessness
500 Capitol Mall, Suite 1850
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

ENCAMPMENT RESOLUTION FUND (ERF-2-R)
REQUEST FOR FUNDS FORM

Contract Number	23-ERF-2-R-10022		
Invoice Number	23-ERF-2-R-10022	**Expenditure Deadline:**	6/30/2026
Grantee Name:	City of Banning	**Contact Person:**	Doug Schulze
Attention to:		**Contact Person Title:**	City Manager
Address:	99 E. Ramsey Street	**E-mail:**	dschulze@banningca.gov
City/State/Zip:	Banning, CA 92220	**Phone No.:**	(951) 922-3104

ENCAMPMENT RESOLUTION FUNDING BREAKDOWN

AWARD

Per Health and Safety Code Section 50251 (a), a recipient may use encampment resolution funds for the purpose of ensuring the safety and wellness of people experiencing homelessness in encampments, resolving critical encampment concerns and transition individuals into safe and stable housing, and encouraging a data-informed, coordinated approach to address encampment concerns. Funds shall be spent on resolving the identified, prioritized encampment through activities including, but not limited to, all of the following:

- Rapid Rehousing
- Operating Subsidies
- Street Outreach
- Systems Support
- Delivery of Permanent Housing
- Prevention and Shelter Diversion
- Interim Sheltering
- Improvements to Existing Emergency Shelters
- Administration (up to 5%)

TOTAL: $980,461.00

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Doug Schulze	City Manager
Name of Authorized Representative or Signatory	**Title of Authorized Representative or Signatory**
Douglas Schulze	7/11/2023
Signature of Authorized Representative or Signatory	**Date**

BCSH USE ONLY

Jeannie McKendry	Grants Development Section Chief
Grant Management Representative Name	**Grant Management Representative Title**
Jeannie McKendry	7/28/23
Signature of Grant Management Representative	**Date**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10022	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

City of Banning

2. The term of this Agreement is:

START DATE

8/7/2023

THROUGH END DATE

3/31/2027

3. The maximum amount of this Agreement is:

$980,461.00 (Nine Hundred Eighty Thousand Four Hundred Sixty One Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	6
	Exhibit B	Budget Detail and Disbursement Provisions	4
	Exhibit C	State of California General Terms and Conditions	1
+ -	Exhibit D	General Terms and Conditions	10
+ -	Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Banning

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
99 E. Ramsey Street	Banning	CA	92220

PRINTED NAME OF PERSON SIGNING	TITLE
Doug Schulze	City Manager
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Douglas Schulze	7/11/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10022	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	Aug 7, 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Encampment Resolution Funding Program
Round 2, Rolling Disbursement (ERF-2-R)
Standard Agreement

EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) **Authority**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Standard Agreement, ERF-2-R is synonymous with "ERF" or "Program"." and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in

encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.

(b) “Agency” means the Business, Consumer Services, and Housing Agency.

(c) “Applicant” means a continuum of care or local jurisdiction

(d) “Continuum of Care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) “County” includes, but is not limited to, a city and county.

(g) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.

(h) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) “Local Jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.

(k) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.

(l) “State right-of-way” means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

“Grantee” is “a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with “Recipient.”

Initial Here ds

"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Cal ICH" is synonymous with "Council".

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.
Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4. Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6. Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in Exhibit A.6.d.) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	City of Banning
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6th floor Sacramento, CA, 95814	99 E. Ramsey Street, Banning, CA 92220
CONTRACT COORDINATOR	Jeannie McKendry	Doug Schulze
PHONE NUMBER:	(916) 510-9446	(951) 922-3104
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	dschulze@banningca.gov

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

Initial Here ds

All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure and Obligation Deadlines:

i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2024.

Initial Here ds

ii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2024, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2024. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.

iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.

iv. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) **Budget Changes**

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6. Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and

promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Initial Here ds

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12. (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any

part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. Timing and Format of Reports.

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. Required Data

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research

and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.

ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.

iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) **Breach and Remedies**

a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

i. Grantee's failure to comply with the terms or conditions of this Agreement.

ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

ii. Bar the Grantee from applying for future ERF funds;

iii. Revoke any other existing ERF award(s) to the Grantee;

iv. Require the return of any unexpended ERF funds disbursed under this Agreement;

v. Require repayment of ERF funds disbursed and expended under this Agreement;

vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF

vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, 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), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees 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. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

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 Grantee 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 Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Initial Here ds

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients 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 program; and

   iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this 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 or subcontract.

11) **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 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 Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; 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.

Initial Here ds

12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) **Inspections**

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).

3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Initial Here ds

6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Initial Here ds

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-192, Accepting a Donation for the Banning Senior Center from the Sun Lakes Country Club Charitable Trust in the Amount of $2,000**

RECOMMENDATION:

Adopt Resolution 2023-192.

BACKGROUND:

City of Banning Administrative Policy B-27 – Donation to City Funds and Programs/Administration, effective 4/2015 and reviewed on 07/2018, establishes the protocol for acceptance of donations for City programs and services.

Administrative Policy B-27 also establishes the acceptance approval thresholds and per this policy, donations in an amount greater than $1,000 must be approved by the City Council.

The Banning Senior Center and its programming is substantially funded under the Parks and Recreation Budget allocation for the Senior Center within the General Fund and is also supported through donations and fund raising throughout the year.

Sun Lakes Country Club Charitable Trust has been a continuous supporter of the Banning Senior Center and has graciously donated $2,000. The Sun Lakes Charitable Trust made the donation with the requirement that the funds are used for the Senior Center facilities benefitting the lunch program. After evaluation of needs, the donation will be used to replace the existing lunch room tables for that purpose.

JUSTIFICATION:

Donations such as this directly and positively impact the Parks and Recreation and Programs enhance the City's offerings and aid in the development and improvement of our community. The existing tables in the Nutrition site have reached their useful life after multiple repairs.

FISCAL IMPACT:

The acceptance of the donation does not require any matching funding and will allow for the replacement of needed tables at the Senior Center without additional General Fund allocation.

ALTERNATIVES:

1. Adopt Resolution 2023-192 as recommended.
2. Do not approve Resolution 2023-192 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2023-192, Accepting Donation from Sun Lakes Charitable Trust.docx

RESOLUTION 2023-192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ACCEPTING A DONATION TO THE BANNING SENIOR CENTER FROM THE SUN LAKES CHARITABLE TRUST IN THE AMOUNT OF $2,000

WHEREAS, the City of Banning Senior Center supports its citizens by offering programs and services that enhance and provide opportunities for socialization and improved health for its senior population; and

WHEREAS, the Banning Senior Center is substantially supported by a General Fund allocation for FY 2023-24; and

WHEREAS, donations offered for the sole purpose of improving the facility or program offerings of the Banning Senior Center are appreciated and valued; and

WHEREAS, Administrative Policy B-27 Donations to City Funds and Programs/Administration, establishes the protocol of acceptance of donations; and

WHEREAS, Administrative Policy B-27 – Donations to City Funds and Programs/Administration establishes that donations of greater than $1,000 must be approved by the City of Banning City Council; and

WHEREAS, the Sun Lakes Country Club Charitable Trust has offered to donate $2,000 for the support of the Banning Senior Center and its purpose of providing socialization, healthy food and healthy programming for the City's senior population.

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

SECTION 1. Accepting the donation to the Banning Senior Center from the Sun Lakes Country Club Charitable Trust in the amount of $2,000.

SECTION 2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to donation for the sole purpose of programming at the Banning Senior Center.

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 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-192, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Public Works Deputy Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-193, Approving Final Tract Map 33540 and Releasing the Map for Recordation, Authorizing Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps, Accepting Faithful Performance and Labor Bonds for Public Improvements, and Accepting a Grading Bond for Related Grading Work**

RECOMMENDATION:

Adopt Resolution 2023-193.

BACKGROUND:

Tentative Tract Map (TTM) 33540 was approved by City Council on June 13, 2006 as Resolution 2006-059, with modifications to the TTM approved by City Council on December 11, 2018 as Resolution 2018-149 which reduced the lot count from 171 lots to 143 lots and to convey additional land to the Morongo Band of Mission Indians.

The applicant has processed Final Tract Map (TM) 33540 through the Public Works Department. TM 33540 subdivides 71.79 acres into 143 single family residential lots, 7 Open Space, Park, and Drainage lots, and 1 lot that will be deeded by the developer to the Morongo Band of Mission Indians after recordation of the final map. The applicant has complied with the required Conditions of Approval, including close coordination with the Morongo Band of Mission Indians and has recently obtained approval of the Memorandum of Agreement (MOA), Cultural Resources Mitigation Monitoring Program (CRMMP), and Tribal Monitoring Services Agreement (TSMA).

JUSTIFICATION:

TM 33540 was checked by the City's consulting surveyor and was found to be technically correct and conforms to the requirements of the Subdivision Map Act. All Conditions of Approval required to be met prior to the recordation have been met. The City Engineer has verified that the map is in substantial conformance with the approved TTM.

FISCAL IMPACT:

There is no direct fiscal impact based on the approval of TM 33540, however, the recordation of the map allows for the development of the project which will increase the assessed value of the properties resulting in an increase in property tax revenue. Additionally, the project will generate development impact fee revenues. The City’s cost for processing the project will be offset by processing fees.

ALTERNATIVES:

Do not approve TM 33540 and provide staff with additional direction.

ATTACHMENTS:

1. Resolution 2023-193, Final Tract Map 33540.docx
2. Exhibit A - TR 33540 FM.pdf
3. Exhibit B - TR 33540 SIA.pdf
4. Att 2 - L&M Bond #CMS355952.pdf
5. Att 3 - Payment Bond #CMS355952.pdf
6. Att 4 - Monumentation Bond.pdf
7. Att 5 - TTM 33540 - 6.13.23.pdf
8. Att 6 - CC Reso 2006-059.pdf
9. Att 7 - TTM 33540 - 12.11.18.pdf
10. Att 8 - CC Reso 2018-149.pdf

RESOLUTION 2023-193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FINAL TRACT MAP 33540; AUTHORIZING STAFF TO SIGN THE FINAL TRACT MAP AND SUBDIVISION IMPROVEMENT AGREEMENTS; RELEASING THE MAP FOR RECORDATION; ACCEPTING THE PERFORMANCE, LABOR AND MATERIAL, AND MONUMENT BONDS FOR PUBLIC IMPROVEMENTS; AND ACCEPTING A GRADING BOND FOR RELATED GRADING WORK

WHEREAS, Tentative Tract Map (TTM) 33540 was approved by City Council on June 13, 2006 and revised with City Council approval on December 11, 2018; and

WHEREAS, Final Tract Map (TM) 33540 will subdivide approximately 71.8 open space acres of vacant land into 143 residential lots, 7 open space and drainage lots, and 1 lot to be conveyed to the Morongo Band of Mission Indians north of Gilman Street and west of Wyte Way; and

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

WHEREAS, the TM 33540 has been deemed technically correct and that they conform to the requirements of the Subdivision Map Act and the City Engineer has verified that TM 33540 are in substantial conformance with the approved TTM 33540.

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

SECTION 1. The City Council approves Final TM 33540, attached as Exhibit “A” and made part of this Resolution.

SECTION 2. The City Council authorizes the City Manager or designee to execute the Subdivision Improvement Agreement and upon receipt of all required signatures, directs the Administrative City Clerk to transmit TM 33540 to the County Recorder of the County of Riverside for filing.

SECTION 3. The City Council hereby accepts the performance, labor, material, monument, and grading bonds.

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

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-193, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of October 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Final Tract Map 33540

Exhibit B
Subdivision Improvements Agreements

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

TRACT NO. 33540

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, ALL IN TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF

TOTAL GROSS AREA:~ 71.79
NUMBER OF BUILDABLE LOTS: 143
NUMBER OF OPEN SPACE: 3
AREA OF BUILDABLE LOTS:
AREA OF OPEN SPACE: 17.31 AC.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON: THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

1. WE HEREBY DEDICATE TO THE CITY OF BANNING FOR PUBLIC USE, EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, 8TH STREET, EAGLE DRIVE, WATER WAY, ROCK COURT, COYOTE DRIVE, WILDCAT COURT, JACK RABBIT COURT, HORNED OWL STREET, BUTTERFLY WAY AND DEER LANE AS SHOWN HEREON.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING EASEMENTS FOR PUBLIC STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES OVER THOSE PORTIONS OF LOTS 50, 149 AND 152 AS SHOWN HEREON.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 24 FOOT WIDE EASEMENT FOR EMERGENCY ACCESS PURPOSES OVER THOSE PORTIONS OF LOTS 122, 123 AND 145 FROM WYTE WAY TO HORNED OWL STREET, AS SHOWN HEREON.
4. WE HEREBY GRANT LOTS 144, 147 AND LOT 152 IN FEE TITLE TO THE CITY OF BANNING FOR FLOOD CONTROL PURPOSES, AS SHOWN HEREON.

OWNERS

KB HOME COASTAL INC., A CALIFORNIA CORPORATION

BY: _____

SCOTT HANSEN
VICE PRESIDENT OF FORWARD PLANNING

NOTARY ACKNOWLEDGEMENT:

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

STATE OF California)
) SS
COUNTY OF Riverside)

ON Dec 4, 2023 BEFORE ME, Shannon Luebs, A NOTARY PUBLIC, PERSONALLY APPEARED Scott Hansen 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
Shannon Luebs
SIGNATURE

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY

Shannon Luebs MY COMMISSION EXPIRES Aug 10, 2025
PRINT NAME
Commission # 2365760

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME COASTAL, INC. IN MARCH 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: 12/4/2023

LICENSED LAND SURVEYOR — DENNIS F. HUNTER — No. 8539 Exp. 12-31-24 — STATE OF CALIFORNIA

Dennis F Hunter
DENNIS F. HUNTER, PLS 8539
EXP. 12/31/2024

CITY ENGINEER STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 33450 WHICH WAS APPROVED BYTHE CITY OF BANNING CITY COUNCIL ON DECEMBER 11, 2018, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
NATHAN C. SMITH RCE 74754
EXP. 12/31/2023
CITY ENGINEER, CITY OF BANNING

DATED: _____

LICENSED CIVIL ENGINEER — NATHAN C. SMITH — No. 74754 — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

_____
DAVID B. RAGLAND, PLS 5173
ON BEHALF OF THE CITY ENGINEER

DATED: _____

LICENSED LAND SURVEYOR — DAVID B RAGLAND — No. 5173 — STATE OF CALIFORNIA

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF_____, 2023
AT _____M. IN BOOK _____ OF MAPS, AT
PAGES _____, AT THE REQUEST OF
THE CITY ENGINEER
NO. _____ FEE _____
PETER ALDANA,-ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ , DEPUTY

SUBDIVISION GUARANTEE:
CHICAGO TITLE COMPANY

CITY ACCEPTANCE CERTIFICATE

I, MARIE CALDERON CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE ____DAY OF_____, 2023 DULY APPROVED THE WITHIN SUBDIVISION AND ACCEPTED ON BEHALF OF THE PUBLIC AS EASEMENTS, SUBJECT TO THE INSTALLATION OF IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER OF THE CITY OF BANNING, 8TH STREET, EAGLE DRIVE, WATER WAY, ROCK COURT, COYOTE DRIVE, WILDCAT COURT, JACK RABBIT COURT, HORNED OWL STREET, BUTTERFLY WAY AND DEER LANE AS SHOWN HEREON., FOR STREET AND PUBLIC UTILITY PURPOSES, AND DID ALSO ACCEPT:

EASEMENTS FOR PUBLIC STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES OVER THOSE PORTIONS OF LOTS 50, 149 AND 152 AS SHOWN HEREON.

THE 24 FOOT WIDE EASEMENT FOR EMERGENCY ACCESS PURPOSES OVER THOSE PORTIONS OF LOTS 122, 123 AND 145 FROM WYTE WAY TO HORNED OWL STREET, AS SHOWN HEREON.

LOTS 144, 147 AND LOT 152 IN FEE TITLE TO THE CITY OF BANNING FOR FLOOD CONTROL PURPOSES.

DATED: _____

BY: _____
CITY CLERK

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-08, DATED MAY 19, 2017 IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 11, 2018.

DATED: _____

BY: _____
ADAM B. RUSH
COMMUNITY DEVELOPMENT DIRECTOR

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

TRACT NO. 33540

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, ALL IN TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF

CITY TREASURER'S CERTIFICATE:

I HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THE PROPERTY SHOWN ON THIS MAP IS NOT SUBJECT TO ANY SPECIAL ASSESSMENTS, BONDS AND/OR LIENS WHICH HAVE NOT BEEN PAID IN FULL. THIS CERTIFICATION DOES NOT INCLUDE ANY SPECIAL ASSESSMENTS THE BONDS OF WHICH HAVE NOT BECOME A LIEN AGAINST SAID PROPERTY.

DATED: _____

_____
CITY TREASURER

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST(S) SET FORTH, HAVE BEEN OMITTED SINCE THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

BANNING WATER COMPANY HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED JUNE 8, 1905 IN BOOK 202, PAGE 173 OF DEEDS.

SOUTHERN CALIFORNIA EDISON COMPANY, LTD. HOLDER OF AN EASEMENT FOR ROADWAY, RECORDED JUNE 25, 1947 IN BOOK 840, PAGE 335 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS, RECORDED JUNE 25, 1947 IN BOOK 843, PAGE 148 OF OFFICIAL RECORDS.

CALIFORNIA WATER AND TELEPHONE COMPANY HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS, RECORDED MAY 12, 1958 IN BOOK 2269, PAGE 468 OF OFFICIAL RECORDS.

AMERICAN BOYS RANCH, INC. HOLDER OF AN EASEMENT FOR MAINTENANCE OF A CEMETERY, RECORDED APRIL 13, 1977 AS INSTRUMENT NO. 62895 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, LTD. HOLDER OF AN EASEMENT POLE LINES, CONDUITS OR UNDERGROUND FACILITIES, RECORDED APRIL 8, 1980 AS INSTRUMENT NO. 67166 OF OFFICIAL RECORDS.

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS

DATED: _____

KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

CASH OR SURETY TAX BOND

DATED: _____

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____
DEPUTY

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66434(g) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTES ABANDONMENT OF THE EASEMENTS GRANTED TO THE CITY OF BANNING FOR PUBLIC UTILITIES (5 FT. WIDE), ROADS (SHOWN AS LOTS A THROUGH F INCLUSIVE) AND ACCESS CONTROL (SHOWN AS LOTS G THROUGH K INCLUSIVE) AND STORM DRAIN PURPOSES (SHOWN AS LOT L), PER TRACT NO. 13360 RECORDED IN BOOK 107 PAGES 91-94 OF MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

AREA TABLE			AREA TABLE			AREA TABLE		
LOTS	SQ FT	ACRES	LOTS	SQ FT	ACRES	LOTS	SQ FT	ACRES
1	8034 S.F.		52	8050 S.F.		103	7653 S.F.	
2	8393 S.F.		53	8050 S.F.		104	7870 S.F.	
3	8738 S.F.		54	8050 S.F.		105	7729 S.F.	
4	13111 S.F.		55	8050 S.F.		106	10242 S.F.	
5	10820 S.F.		56	8050 S.F.		107	11017 S.F.	
6	8558 S.F.		57	8050 S.F.		108	10795 S.F.	
7	8872 S.F.		58	8577 S.F.		109	10014 S.F.	
8	9514 S.F.		59	10167 S.F.		110	7549 S.F.	
9	14027 S.F.		60	11416 S.F.		111	7626 S.F.	
10	10138 S.F.		61	10467 S.F.		112	7867 S.F.	
11	12382 S.F.		62	9784 S.F.		113	9543 S.F.	
12	9701 S.F.		63	9308 S.F.		114	12947 S.F.	
13	9100 S.F.		64	8073 S.F.		115	17310 S.F.	
14	9100 S.F.		65	8023 S.F.		116	7900 S.F.	
15	9100 S.F.		66	10294 S.F.		117	7559 S.F.	
16	9100 S.F.		67	8088 S.F.		118	7350 S.F.	
17	9100 S.F.		68	7336 S.F.		119	7350 S.F.	
18	9100 S.F.		69	7125 S.F.		120	7134 S.F.	
19	9100 S.F.		70	7326 S.F.		121	7104 S.F.	
20	9100 S.F.		71	9375 S.F.		122	13307 S.F.	
21	9100 S.F.		72	15403 S.F.		123	9126 S.F.	
22	9100 S.F.		73	10514 S.F.		124	7000 S.F.	
23	9100 S.F.		74	10110 S.F.		125	7000 S.F.	
24	9100 S.F.		75	10069 S.F.		126	7000 S.F.	
25	9100 S.F.		76	9235 S.F.		127	7000 S.F.	
26	9100 S.F.		77	8757 S.F.		128	7000 S.F.	
27	9100 S.F.		78	8148 S.F.		129	8068 S.F.	
28	9230 S.F.		79	8451 S.F.		130	8796 S.F.	
29	9724 S.F.		80	9508 S.F.		131	7965 S.F.	
30	9230 S.F.		81	9508 S.F.		132	8616 S.F.	
31	9880 S.F.		82	9508 S.F.		133	10576 S.F.	
32	9880 S.F.		83	9508 S.F.		134	17338 S.F.	
33	9880 S.F.		84	12643 S.F.		135	12141 S.F.	
34	12607 S.F.		85	9838 S.F.		136	7710 S.F.	
35	9848 S.F.		86	8692 S.F.		137	7000 S.F.	
36	8395 S.F.		87	7279 S.F.		138	7329 S.F.	
37	8165 S.F.		88	7179 S.F.		139	12389 S.F.	
38	8165 S.F.		89	7179 S.F.		140	9204 S.F.	
39	8050 S.F.		90	7008 S.F.		141	8651 S.F.	
40	8050 S.F.		91	10742 S.F.		142	7794 S.F.	
41	8050 S.F.		92	8349 S.F.		143	8121 S.F.	
42	8050 S.F.		93	8476 S.F.		144	43079 S.F.	
43	8050 S.F.		94	8476 S.F.		145		14.17 AC
44	8050 S.F.		95	8476 S.F.		146		9.93 AC
45	8050 S.F.		96	8533 S.F.		147		4.37 AC
46	8050 S.F.		97	10857 S.F.		148		1.78 AC
47	8050 S.F.		98	7969 S.F.		149	16151 S.F.	
48	8050 S.F.		99	8266 S.F.		150	11076 S.F.	
49	8050 S.F.		100	7655 S.F.		151	8791 S.F.	
50	11504 S.F.		101	7452 S.F.		152	11021 S.F.	
51	12772 S.F.		102	7049 S.F.		NAP	30278 S.F.	

TAX COLLECTOR'S CERTIFICATE:

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

DATED: _____

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

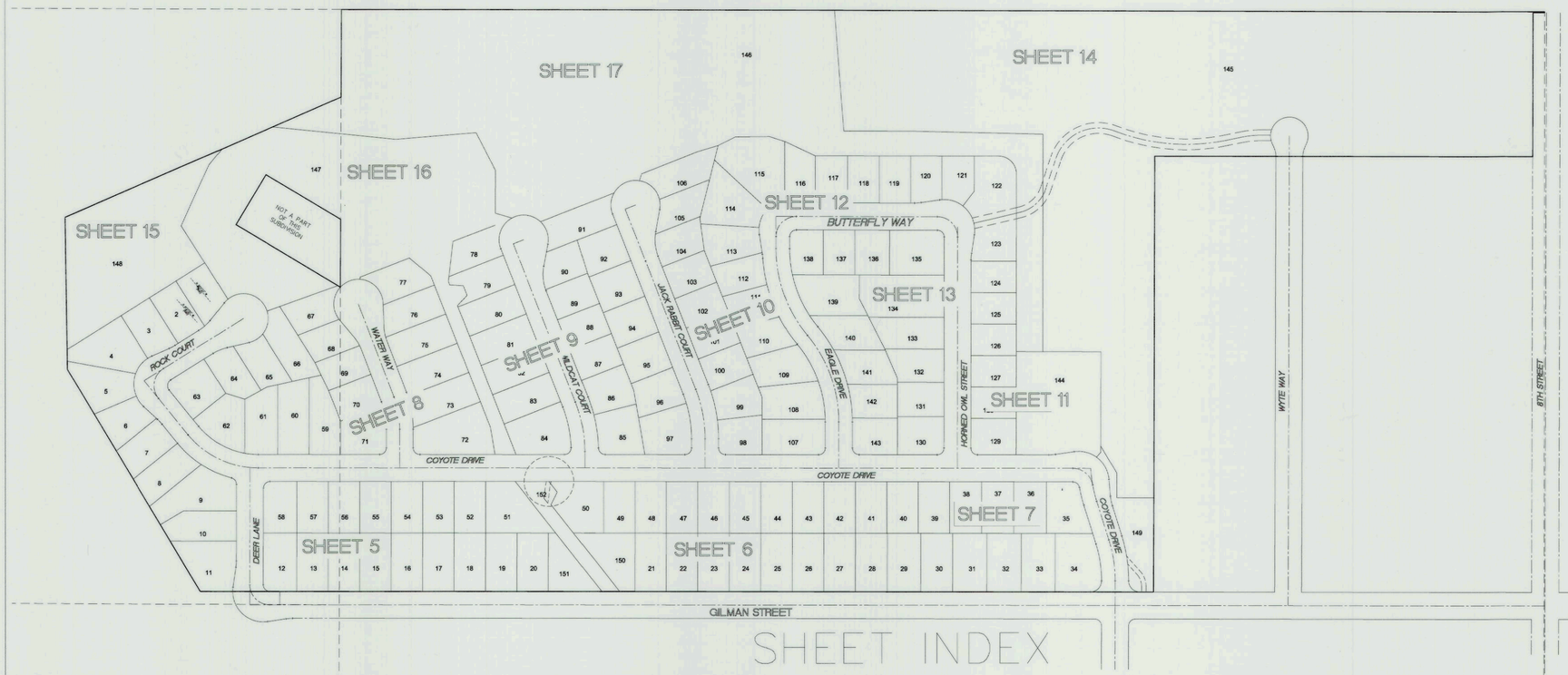
BY: _____
DEPUTY

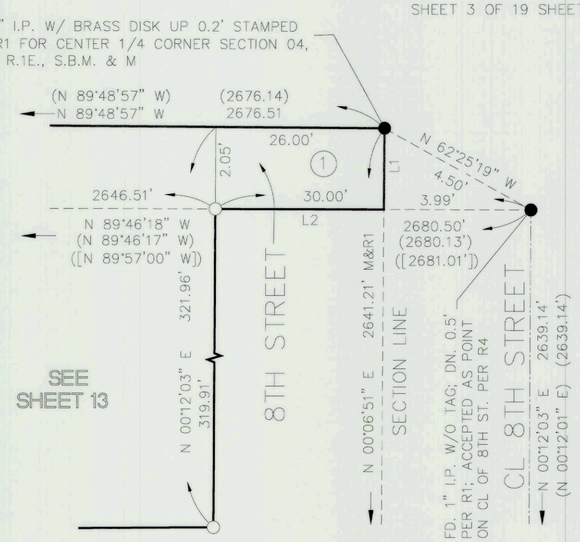
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 33540

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, ALL IN TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF

SCALE: 1"=200'

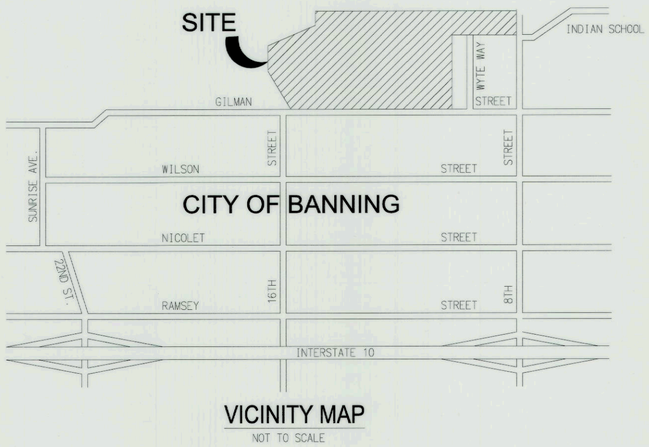




DETAIL "A"
EXAGGERATED FOR CLARITY

DETAIL "B"
EXAGGERATED FOR CLARITY

SHEET INDEX



VICINITY MAP
NOT TO SCALE

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. —○— DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. —●— DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED
8. SEE SHEET 19 FOR EASEMENT LOCATIONS.

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

SEE SHEET 18 FOR EMERGENCY ACCESS ROAD DETAILS
SEE SHEET 19 FOR EXISTING EASEMENT DETAILS

LINE DATA

LINE	BEARING	DISTANCE
L1	N 00°06'51" E	2.07'
L2	N 89°46'18" W	26.01'

SCALE: 1"=300'

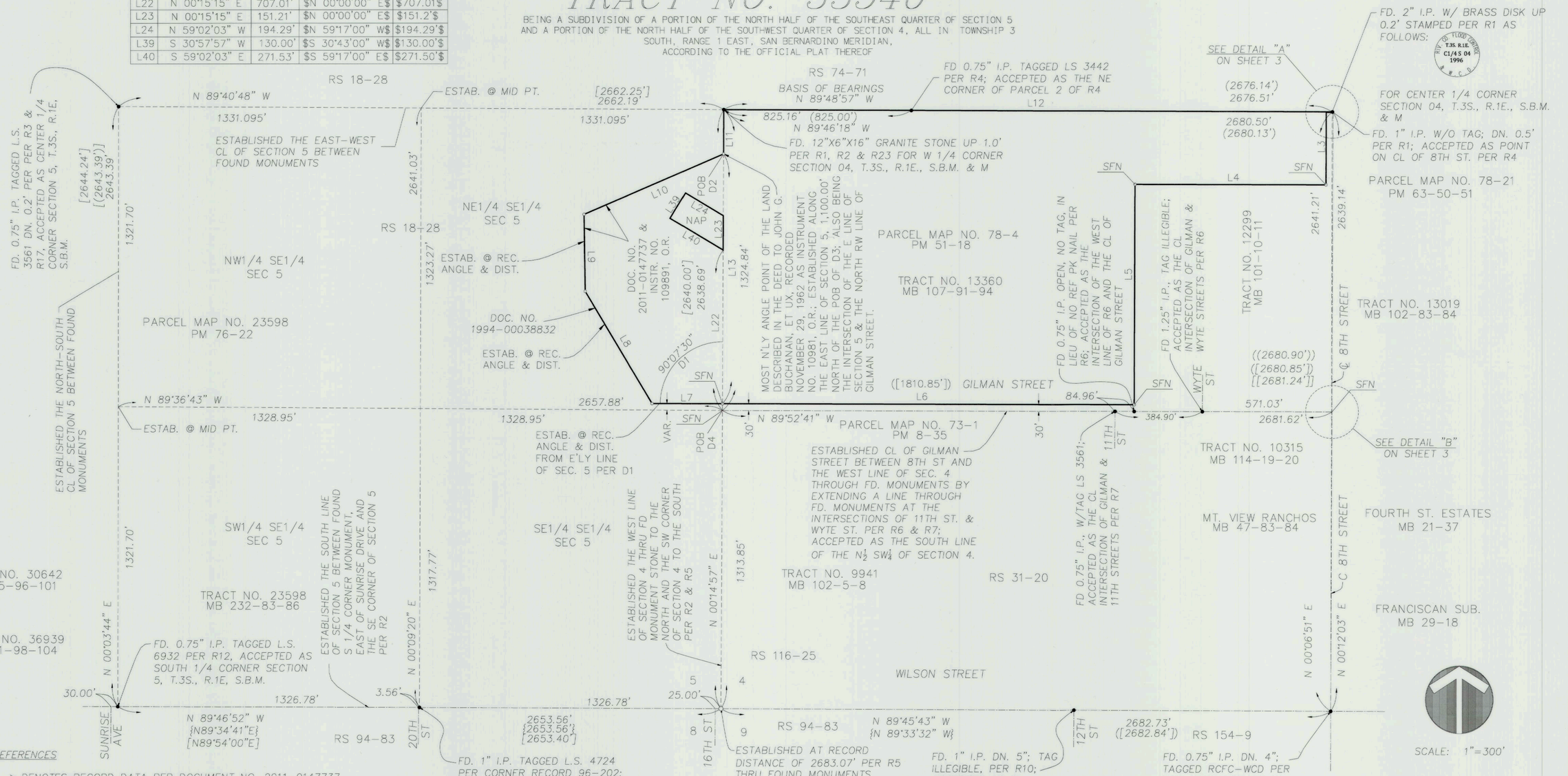
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 33540

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, ALL IN TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF

LINE DATA

LINE	BEARING	DISTANCE	D4	
L22	N 00°15'15" E	707.01'	$N 00°00'00" E$	707.01
L23	N 00°15'15" E	151.21'	$N 00°00'00" E$	151.2
L24	N 59°02'03" W	194.29'	$N 59°17'00" W$	194.29
L39	S 30°57'57" W	130.00'	$S 30°43'00" W$	130.00
L40	S 59°02'03" E	271.53'	$S 59°17'00" E$	271.50



DEED REFERENCES

D1 < > DENOTES RECORD DATA PER DOCUMENT NO. 2011-0147737,
D2 * * DENOTES RECORD DATA PER DOCUMENT NO. 1994-00038832
D3 # # DENOTES RECORD DATA PER INSTRUMENT NO. 109891, O.R.
D4 $ $ DENOTES RECORD DATA PER DOCUMENT RECORDED IN BOOK 405 PAGE, 91, O.R.

MAP REFERENCES

R1 ( ) DENOTES RECORD DATA PER RS 101-81-86
R2 [ ] DENOTES RECORD DATA PER ROS 18-28
R3 [( )] DENOTES RECORD DATA PER PARCEL MAP NO. 14760 PM 76-22
R4 ([ ]) DENOTES RECORD DATA PER PARCEL MAP NO. 78-4 PM 51-18
R5 (( )) DENOTES RECORD DATA PER TRACT NO. 9941 MB 102-5-8
R6 {{ }} DENOTES RECORD DATA PER TRACT NO. 12299 MB 101-10-11
R7 {[ ]} DENOTES RECORD DATA PER TRACT NO. 10315 MB 114-19-20
R8 { } DENOTES RECORD DATA PER RS 94/83
R9 [[ ]] DENOTES RECORD DATA PER MOUNTAIN VIEW RANCHOS MB 47-83-84
R10 ({ }) DENOTES RECORD DATA PER RS 154/9
R11 TRACT NO. 30642 MB 415-96-101
R12 TRACT NO. 36939 MB 471-98-104
R13 RS 74-41
R14 TOWNSHIP PLAT T3S, R1E S.B.M.

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST-WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81-86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. -○- DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. -●- DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED
8. SEE SHEET 19 FOR EASEMENT LOCATIONS.

BOUNDARY ESTABLISHMENT

LINE DATA

LINE	BEARING	DISTANCE	D1 OR CFR	D2	D3
L1	N 00°06'51" E	2.07'			
L2	N 89°46'18" W	26.01'			
L3	N 00°12'03" E	319.91'			
L4	N 89°52'41" W	840.96'			
L5	N 00°12'03" E	970.00'			
L6	N 89°52'41" W	1810.63'			
L7	N 89°52'33" W	309.07'	<S89°34'30"W 309.07'>	*N89°34'30"E 309.07'*	#N89°34'30"E 309.07'#
L8	N 30°50'03" W	575.93'	<N31°23'00"W 575.93'>	*S31°23'00"E 575.93'*	#S31°23'00"E 575.93'#
L9	N 00°50'03" W	338.77'	<N01°23'00"W 338.77'>	*S01°25'00"E 338.77'*	#S01°23'00"E 338.77'#
L10	N 66°34'16" E	669.15'	<N65°12'41"E 671.11'>	*S65°12'41"W 664.49'*	#S65°12'41"W 664.49'#
L11	N 00°14'57" E	194.84'	<S00°18'00"E 190.00' CFR-D1>	*S00°18'00"E 190.00'*	
L12	N 89°48'57" W	2676.51'			
L13	N 00°14'57" E	1100.00'	<S00°18'00"E 1100.00'>		

SFN = SEARCHED, NOTHING FOUND
CFR = SEACLCULATED FROM RECORD

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

TRACT NO. 33540

SCALE: 1"=40'

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. ○ DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

SEE SHEET 8

SEE SHEET 8

WATER WAY

COYOTE DRIVE

DEER LANE

GILMAN STREET

SEE SHEET 6

SEE SHEET 4

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C9	08°09'03"	100.00'	14.23'	7.13'
C11	89°59'52"	15.00'	23.56'	15.00'
C16	70°31'34"	45.00'	55.39'	31.82'
C61	19°28'18"	45.00'	15.29'	7.72'
C80	50°54'41"	200.00'	177.71'	95.21'
C84	35°54'59"	230.00'	144.18'	74.55'
C85	75°00'19"	15.00'	19.64'	11.51'
C87	05°16'32"	200.00'	18.42'	9.21'
C88	45°38'09"	200.00'	159.30'	84.15'
C99	17°43'08"	230.00'	71.13'	35.85'
C100	18°11'51"	230.00'	73.05'	36.84'
C103	08°09'43"	68.00'	9.69'	4.85'
C104	98°29'00"	68.00'	116.88'	78.89'
C105	08°29'51"	100.00'	14.83'	7.43'
C106	106°38'49"	68.00'	126.57'	91.31'

LINE DATA

LINE	BEARING	DISTANCE
L41	N 41°40'15" E	14.60'

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

SCALE: 1"=40'

TRACT NO. 33540

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

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. ○ DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

LINE DATA

LINE	BEARING	DISTANCE
L10	N 00°07'19" E	20.00'
L14	N 21°24'42" W	12.66'
L32	N 38°07'36" W	30.17'
L33	N 26°33'13" E	31.15'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT
C11	90°00'00"	15.00'	23.56'	15.00'	C59	07°17'46"	330.00'	42.02'	21.04'
C41	01°16'15"	270.00'	5.99'	2.99'	C107	21°32'01"	300.00'	112.75'	57.05'
C50	21°32'02"	300.00'	112.75'	57.05'	C109	19°39'17"	270.00'	92.62'	46.77'
C51	21°32'02"	270.00'	101.48'	51.34'	C110	20°08'42"	330.00'	116.03'	58.62'
C52	21°32'01"	330.00'	124.02'	62.75'	C111	12°55'35"	330.00'	74.45'	37.38'
C56	02°39'56"	330.00'	15.35'	7.68'	C118	91°52'45"	15.00'	24.05'	15.50'
C57	17°02'49"	270.00'	80.33'	40.46'					
C58	11°34'19"	330.00'	66.65'	33.44'					
C62	88°36'40"	15.00'	23.20'	14.64'					

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON
(2) STORM DRAIN EASEMENT OFFER OF DEDICATION HEREON
(4) GRANTED IN FEE TITLE FOR FLOOD CONTROL PURPOSES HEREON

SEE SHEET 9

SEE SHEET 10

SEE SHEET 5

SEE SHEET 7

WILDCAT COURT

JACK RABBIT COURT

EAGLE DRIVE

COYOTE DRIVE

GILMAN STREET

SEE DETAIL "C" ON SHEET 15

PRIVATE PARK

PRIVATE PARK

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

TRACT NO. 33540

SCALE: 1"=40'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	90°04'33"	25.00'	39.30'	25.03'
C2	89°54'37"	25.00'	39.23'	24.96'
C3	17°37'31"	330.00'	101.51'	51.16'
C4	17°38'21"	270.00'	83.12'	41.89'
C5	07°05'13"	330.00'	40.82'	20.43'
C6	12°35'05"	100.00'	21.96'	11.03'
C7	79°32'15"	15.00'	20.82'	12.48'
C8	93°30'27"	68.00'	110.98'	72.30'
C12	17°38'21"	300.00'	92.36'	46.55'
C13	07°05'13"	300.00'	37.11'	18.58'
C14	79°32'15"	45.00'	62.47'	37.45'
C22	10°42'33"	100.00'	18.69'	9.37'
C23	01°52'32"	100.00'	3.27'	1.64'
C24	49°02'49"	68.00'	58.21'	31.02'
C53	06°28'13"	330.00'	37.27'	18.65'
C123	03°05'11"	330.00'	17.78'	8.89'
C124	08°04'08"	330.00'	46.47'	23.28'
C127	42°10'33"	40.00'	29.44'	15.43'
C128	42°10'33"	50.00'	36.81'	19.28'

LINE DATA

LINE	BEARING	DISTANCE
L1	N 04°50'33" W	37.88'
L8	N 41°40'15" E	14.60'
L21	N 89°52'41" W	16.05'
L35	N 42°03'14" W	45.35'
L36	N 42°03'14" W	30.66'
L37	N 00°07'19" E	12.65'
L41	N 00°07'19" E	13.40'

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. ○ DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

(2) STORM DRAIN EASEMENT OFFER OF DEDICATION HEREON

SEE SHEET 14

SEE SHEET 10

SEE SHEET 11

SEE SHEET 6

EAGLE DRIVE

HORNED OWL STREET

COYOTE DRIVE

GILMAN STREET

PRIVATE PARK

144

145

149

42

41

40

39

38

37

36

35

34

33

32

31

30

29

28

27

N 89°52'41" W

N 36°36'38" E (RAD)

N 30°35'09" W 69.33'

N 00°12'43" E 54.87'

N 00°12'43" E 970.00'

S 89°47'17" E 95.61'

N 17°25'38" W 90.47'

N 17°25'38" W 66.23'

N 17°25'38" W 69.93'

N 00°12'43" E 209.75'

N 00°07'19" E 115.00'

N 00°07'19" E 130.00'

N 00°07'19" E 470.00'

70.00' 70.00' 70.00' 71.00' 71.00' 73.00' 58.83' 103.42'

71.00' 74.80' 71.00' 76.00' 76.00' 76.00' 83.62'

71.00' 74.80' 71.00' 76.00' 76.00' 76.00' 78.49'

264.00' 296.52' 1786.13' 1154.86' 1670.69' 2879.20'

24.25' 30' 1067.00' 84.98' 299.94' 1725.90' 2681.85'

113.24' 29.94'

SEE DETAIL "E" ON SHEET 11

4 California Water and Telephone company holder of a 10' wide easement for ingress and egress, recorded May 12, 1958 in Book 2269, Page 468 of Official records to be vacated by seperate document

TRACT NO. 33540

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

SCALE: 1"=40'

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

LINE DATA

LINE	BEARING	DISTANCE
L17	N 40°06'32" W	50.01'
L18	N 40°06'32" W	46.08'
L19	N 03°50'07" W	4.97'
L20	N 00°07'19" E	41.00'
L25	N 21°24'42" W	22.00'

148

SEE SHEET 15

147

SEE SHEET 16

147

NOT A PART OF THIS SUBDIVISION

ROCK COURT

COYOTE DRIVE

WATER WAY

EAST GILMAN HOME CHANNEL

SEE SHEET 5

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. –○– DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

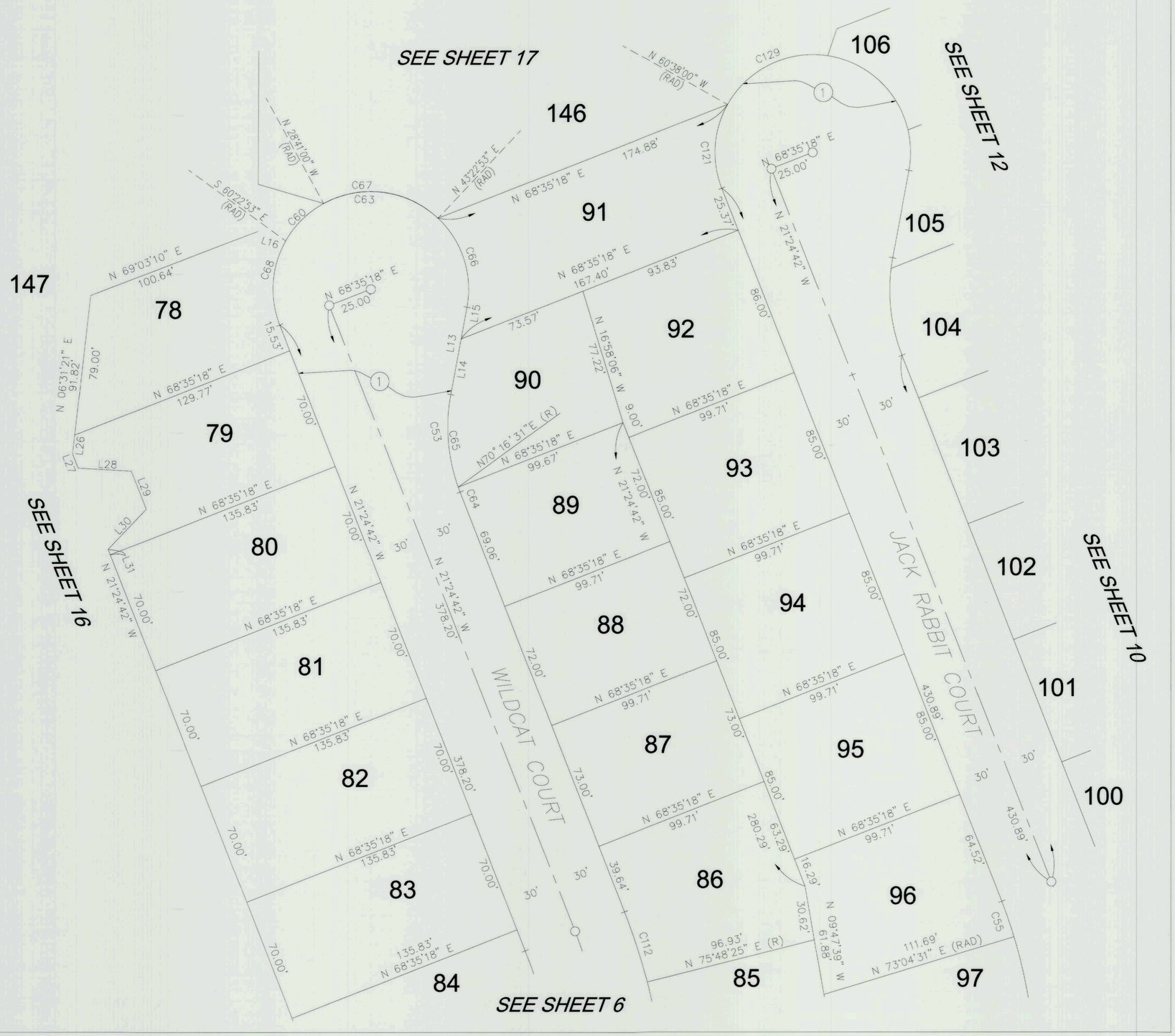
CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT
C9	08°28'19"	100.00'	14.79'	7.41'	C80	50°54'41"	200.00'	177.71'	95.21'					
C11	90°00'00"	15.00'	23.56'	15.00'	C81	96°53'06"	45.00'	76.09'	50.76'					
C69	21°04'11"	170.00'	62.52'	31.61'	C82	218°19'19"	55.00'	209.57'	NA	C95	09°08'45"	68.00'	10.85'	5.44'
C70	21°04'11"	230.00'	84.58'	42.77'	C83	113°49'45"	68.00'	135.10'	104.37'	C96	37°24'18"	68.00'	44.39'	23.02'
C71	19°09'39"	100.00'	33.44'	16.88'	C86	96°53'06"	15.00'	25.36'	16.92'	C97	42°56'26"	68.00'	50.96'	26.75'
C72	218°19'20"	55.00'	209.57'	NA	C87	05°16'32"	200.00'	18.42'	9.21'	C98	24°20'16"	68.00'	28.88'	14.66'
C73	03°03'59"	100.00'	5.35'	2.68'	C88	45°38'09"	200.00'	159.30'	84.15'	C99	17°43'08"	230.00'	71.13'	35.85'
C74	16°05'40"	100.00'	28.09'	14.14'	C89	38°00'17"	55.00'	36.48'	18.94'	C100	18°11'51"	230.00'	73.05'	36.84'
C75	01°03'45"	100.00'	1.85'	0.93'	C90	56°11'52"	55.00'	53.95'	29.37'	C101	40°41'42"	170.00'	120.74'	63.04'
C76	14°18'15"	100.00'	24.97'	12.55'	C91	112°03'59"	55.00'	107.58'	81.64'	C102	10°13'00"	170.00'	30.31'	15.20'
C77	84°36'10"	55.00'	81.21'	50.05'	C92	12°03'10"	55.00'	11.57'	5.81'	C108	21°04'11"	200.00'	73.55'	37.19'
C78	55°14'24"	55.00'	53.03'	28.78'	C93	09°46'39"	100.00'	17.06'	8.55'	C113	18°35'34"	170.00'	55.17'	27.83'
C79	81°31'31"	55.00'	78.26'	47.41'	C94	09°23'01"	100.00'	16.38'	8.21'	C114	02°28'37"	170.00'	7.35'	3.68'
										C115	02°15'48"	230.00'	9.09'	4.54'
										C116	17°50'49"	230.00'	71.64'	36.11'
										C117	00°57'34"	230.00'	3.85'	1.93'

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

TRACT NO. 33540

SCALE: 1"=40'



LINE DATA

LINE	BEARING	DISTANCE
L13	N 10°33'56" E	50.00'
L14	N 10°33'56" E	31.81'
L15	N 10°33'56" E	18.19'
L16	N 70°57'53" W	16.47'
L26	N 06°31'21" E	10.78'
L27	N 21°24'42" W	8.51'
L28	N 86°40'25" E	29.90'
L29	N 21°24'42" W	22.91'
L30	N 43°17'01" E	31.14'
L31	N 21°24'42" W	3.23'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C53	31°58'37"	100.00'	55.81'	28.65'
C55	04°29'12"	270.00'	21.14'	10.58'
C60	31°41'53"	55.00'	30.43'	15.61'
C63	211°58'36"	55.00'	203.48'	NA
C64	01°41'12"	100.00'	2.94'	1.47'
C65	30°17'25"	100.00'	52.87'	27.07'
C66	57°11'02"	55.00'	54.89'	29.98'
C67	72°03'53"	55.00'	69.18'	40.01'
C68	51°09'49"	55.00'	48.99'	26.25'
C112	07°13'07"	330.00'	41.58'	20.82'
C121	50°46'44"	55.00'	48.74'	26.10'

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. ⊖ DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

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

TRACT NO. 33540

SCALE: 1"=40'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C11	90°00'00"	15.00'	23.56'	15.00'
C19	39°56'40"	270.00'	188.23'	98.12'
C21	39°56'40"	330.00'	230.06'	119.93'
C36	13°18'47"	330.00'	76.68'	38.51'
C37	12°35'01"	330.00'	72.48'	36.38'
C38	00°22'29"	270.00'	1.77'	0.88'
C39	19°50'01"	270.00'	93.46'	47.20'
C40	18°27'55"	270.00'	87.02'	43.89'
C41	01°16'15"	270.00'	5.99'	2.99'
C43	21°00'09"	270.00'	98.97'	50.05'
C44	06°29'17"	270.00'	30.57'	15.30'
C45	10°54'57"	330.00'	62.87'	31.53'
C46	14°20'47"	330.00'	82.63'	41.53'
C47	13°10'26"	330.00'	75.88'	38.11'
C48	01°30'30"	330.00'	8.69'	4.34'
C49	39°56'40"	300.00'	209.15'	109.03'
C52	21°32'01"	330.00'	124.02'	62.75'
C58	11°34'19"	330.00'	66.65'	33.44'

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. –○– DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. –● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

SEE SHEET 12
SEE SHEET 13
SEE SHEET 9
SEE SHEET 11
SEE SHEET 6
SEE SHEET 7

JACK RABBIT COURT
EAGLE DRIVE
HORNED OWL STREET
COYOTE DRIVE

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

TRACT NO. 33540

SEE SHEET 13

SCALE: 1"=40'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	90°04'33"	25.00'	39.30'	25.03'
C3	17°37'31"	330.00'	101.51'	51.16'
C9	08°28'19"	100.00'	14.79'	7.41'
C10	89°59'46"	15.00'	23.56'	15.00'
C25	44°27'38"	68.00'	52.77'	27.79'
C53	06°28'13"	330.00'	37.27'	18.65'
C123	03°05'11"	330.00'	17.78'	8.89'
C124	08°04'08"	330.00'	46.47'	23.28'
C127	42°10'33"	40.00'	29.44'	15.43'
C128	42°10'33"	50.00'	36.81'	19.28'

LINE DATA

LINE	BEARING	DISTANCE
L1	N 04°50'33" W	37.88'
L8	N 41°40'15" E	14.60'
L21	N 89°52'41" W	16.05'
L35	N 42°03'14" W	45.35'
L36	N 42°03'14" W	30.66'
L37	N 00°07'19" E	12.65'

SEE SHEET 10

125

146

145

126

127

128

129

144
BASIN
4

PRIVATE PARK
149

HORNED OWL STREET

COYOTE DRIVE

N 89°52'41" W 189.10'

100.00'
N 89°52'41" W

70.00'

300.00'

224.05'

470.00'

N 00°07'19" E

560.00'

30'

66.16'

81.17'

N 89°52'41" W
100.00'

N 89°52'41" W
264.00'

296.52'

256.74'

39.78'

N 81°39'00" E

85.00'

73.31'

158.31'

41.86'

21.86'

20.00'

C10

C9

C25

L8

N 36°06'35" E
(RAD)

C124

C3

N 80°38'30" E
(RAD)

C123

L35

N 83°43'40" E
(RAD)

L36

C53

C128

C127

C1

3.89'

L37

L21

29.94'
N 89°52'41" W

209.75'

N 00°12'03" E

SEE SHEET 14

SEE SHEET 7

DETAIL "E" FROM SHT. 7
EXAGGERATED FOR CLARITY

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. –○– DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. –●– DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON
(2) STORM DRAIN EASEMENT OFFER OF DEDICATION HEREON
(4) GRANTED IN FEE TITLE FOR FLOOD CONTROL PURPOSES HEREON

(4) California Water and Telephone company holder of a 10' wide easement for ingress and egress, recorded May 12, 1958 in Book 2269, Page 468 of Official records to be vacated by seperate document

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

TRACT NO. 33540

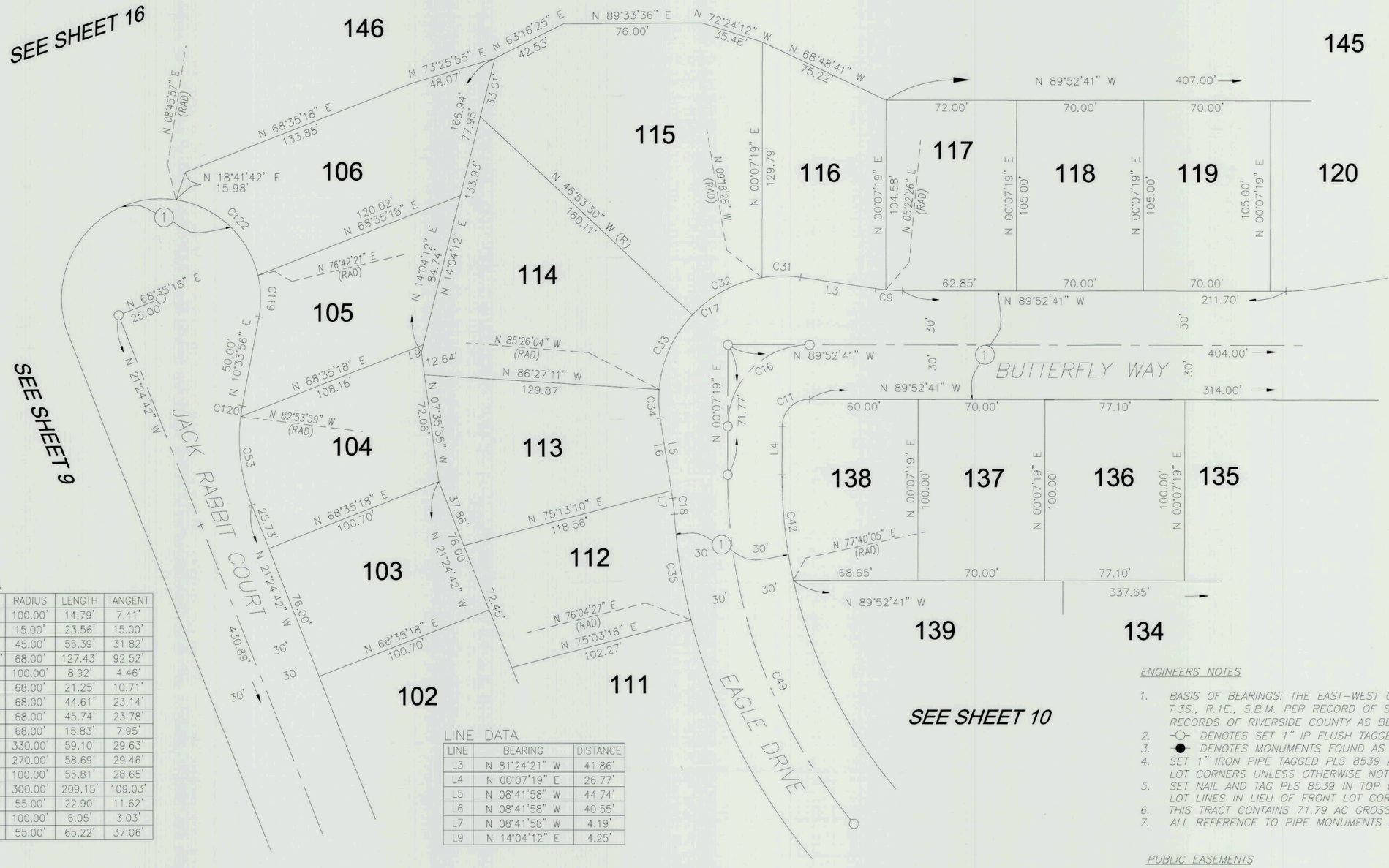
SCALE: 1"=40'

SEE SHEET 16

SEE SHEET 9

SEE SHEET 13

SEE SHEET 10



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C9	08°28'19"	100.00'	14.79'	7.41'
C11	90°00'00"	15.00'	23.56'	15.00'
C16	70°31'34"	45.00'	55.39'	31.82'
C17	107°22'06"	68.00'	127.43'	92.52'
C18	05°06'31"	100.00'	8.92'	4.46'
C31	17°54'07"	68.00'	21.25'	10.71'
C32	37°35'02"	68.00'	44.61'	23.14'
C33	38°32'34"	68.00'	45.74'	23.78'
C34	13°20'23"	68.00'	15.83'	7.95'
C35	10°15'37"	330.00'	59.10'	29.63'
C42	12°27'15"	270.00'	58.69'	29.46'
C53	31°58'37"	100.00'	55.81'	28.65'
C49	39°56'40"	300.00'	209.15'	109.03'
C119	23°51'35"	55.00'	22.90'	11.62'
C120	3°27'55"	100.00'	6.05'	3.03'
C122	67°56'24"	55.00'	65.22'	37.06'

LINE DATA

LINE	BEARING	DISTANCE
L3	N 81°24'21" W	41.86'
L4	N 00°07'19" E	26.77'
L5	N 08°41'58" W	44.74'
L6	N 08°41'58" W	40.55'
L7	N 08°41'58" W	4.19'
L9	N 14°04'12" E	4.25'

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. ○ DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

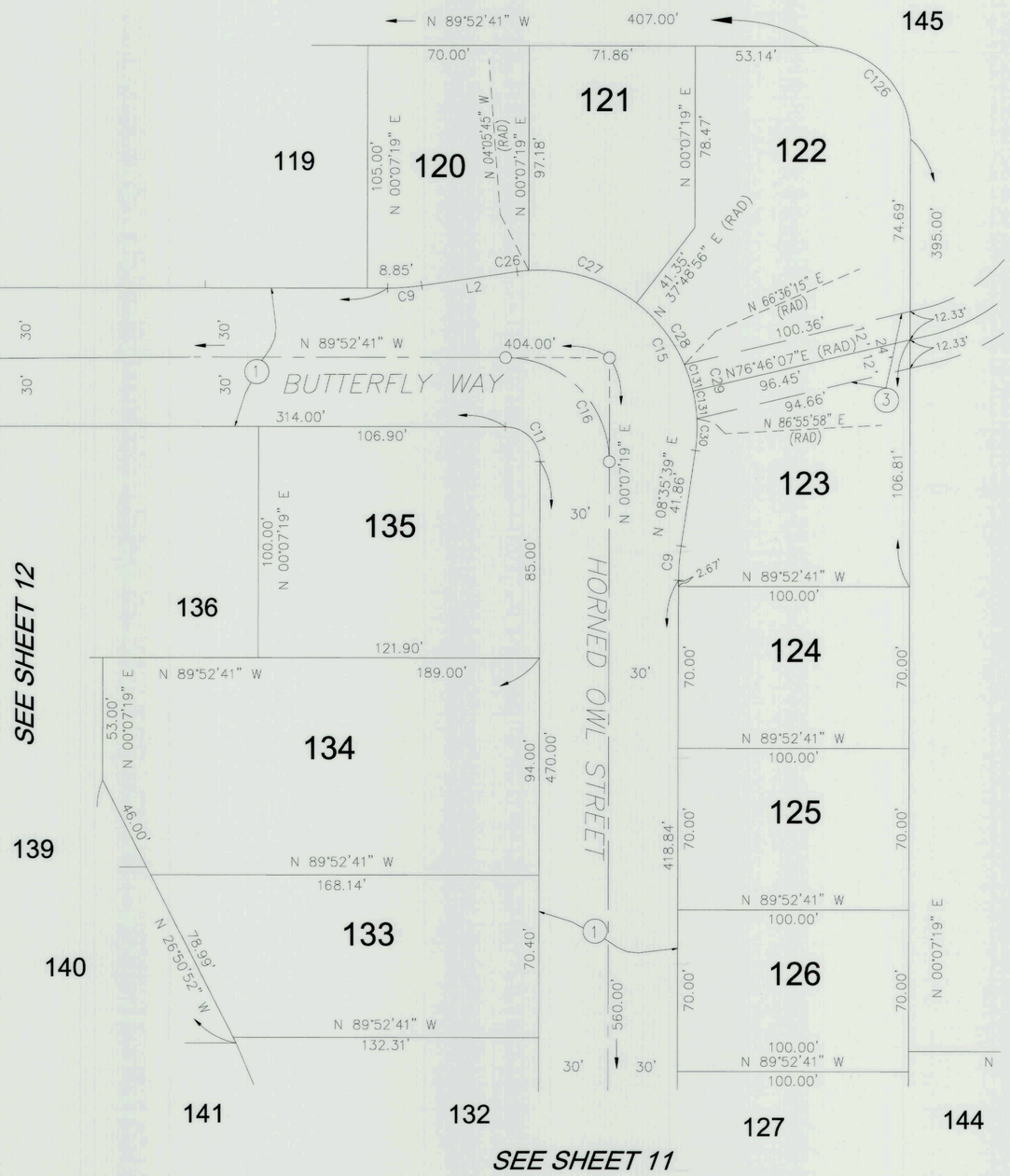
PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

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

TRACT NO. 33540

SCALE: 1"=40'



ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. ⊖ DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PRIVATE/PUBLIC EASEMENTS

(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

(3) EMERGENCY ACCESS EASEMENT OFFER OF DEDICATION HEREON

LINE DATA

LINE	BEARING	DISTANCE
L2	N 81°39'00" E	41.86'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C9	08°28'19"	100.00'	14.79'	7.41'
C11	90°00'00"	15.00'	23.56'	15.00'
C15	106°56'39"	68.00'	126.92'	91.80'
C16	90°00'00"	45.00'	70.69'	45.00'
C26	04°15'15"	68.00'	5.05'	2.53'
C27	41°54'41"	68.00'	49.74'	26.04'
C28	28°47'19"	68.00'	34.17'	17.45'
C29	20°19'43"	68.00'	24.13'	12.19'
C30	11°39'41"	68.00'	13.84'	6.94'
C131	10°09'51"	68.00'	12.06'	6.05

TRACT NO. 33540

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

TOWNSHIP 3 SOUTH
RANGE 1 EAST
SECTION 4

NORTH LINE OF THE SW1/4 OF SEC 4 ESTABLISHED THRU FD. MONS. PER RS 101-81-86

N 89°48'57" W

146

SEE SHEET 17

N 04°20'52" W 269.47'

LINE DATA

LINE	BEARING	DISTANCE
L21	N 84°08'26" E	65.00'
L22	N 05°51'34" W	97.00'

N 82°16'21" E 268.74'

N 89°52'41" W 152.65'

N 88°38'04" W

290.32'

N 65°55'20" W 122.59'

145
OPEN SPACE
14.17 ACRES

N 89°48'57" W 2676.51'

819.89' (TO CL 2 & 3 ROAD A)

1579.68'

SEE DETAIL "D" BELOW

13.09'

30'

319.91'

8TH STREET

CL 8TH STREET PER PM 51-18 ESTAB. PER RS 101-81-86

N 00°12'03" E

30'

EAST LINE OF SW1/4 OF SEC. 5 PER RS 101-81-86

840.96'

N 89°52'41" W 407.03'

C126

135.50'

483.70'

CL EMERGENCY ACCESS EASEMENT TO THE CITY OF BANNING (SEE DETAIL ON SHEET 18)

N 05°23'56" W 324.33' ROAD A

WYTE WAY DEDICATION TO THE CITY OF BANNING (SEE DETAIL ON SHEET 18)

E LINE ROAD PER 4

N 60°12'00" E 615.36' ROAD B

NORTH LINE OF TRACT NO. 12299 PER MB 101-10-11

532.63' (TO CL 2 & 3 ROAD B)

510.96'

239.03'

N 89°52'41" W

269.94'

78.73'

N 89°52'41" W

60.00'

30' 30'

NW LINE ROAD B PER 4

FD. 2" I.P. W/ BRASS DISK UP 0.2' STAMPED PER R1 FOR CENTER 1/4 CORNER SECTION 04, T.3S., R.1E., S.B.M. & M

LINE DATA

LINE	BEARING	DISTANCE
L1	N 04°50'33" W	37.88'
L8	N 41°40'15" E	14.60'

SEE SHEET 13

122

395.00'

87.02'

BUTTERFLY WAY

123

146

HORNED OWL STREET

SEE SHEET 10

307.98'

348.20'

N 00°07'19" E

59.11'

129.99'

189.10'
N 89°52'41" W

SEE SHEET 11

144

760.26'
N 00°12'03" E

N 00°07'19" E 224.05'

N 36°05'18" E (R&D)

C24

L1

C23

95.61'
N 89°47'17" W

SEE SHEET 7

COYOTE DRIVE

COYOTE DRIVE

TRACT NO. 12299
MB 101-10-11

WYTE WAY

WEST LINE OF TRACT NO. 12299 PER MB 101-10-11

SCALE: 1"=80'

(N 89°48'57" W) (2676.14)
N 89°48'57" W 2676.51

26.00'

1579.68'

2.05'

2.07'

N 62°25'19" W 4.50'

3.99'

2646.51'

30.00'

26.01'

2680.50' (2680.13') ([2681.01'])

N 89°46'18" W (N 89°46'17" W) ([N 89°57'00" W])

13.16'

321.96'

LOT 145

N 00°12'03" E 319.91'

1 8TH STREET

N 00°06'51" E 2641.21' M&R1 SECTION LINE

30'

FD. 1" I.P. W/O TAG; DN. 0.5' PER R1; ACCEPTED AS POINT ON CL OF 8TH ST. PER R4

CL 8TH STREET

N 00°12'03" E 2639.14' (N 00°12'01" E) (2639.14')

DETAIL "D"
EXAGGERATED FOR CLARITY

EASEMENT NOTES

2 Southern California Edison company, Ltd. holder of a 20' wide easement for roadway, recorded June 25, 1947 in Book 840, Page 335 of Official records.

3 Southern California Edison company holder of a 20' wide easement for ingress and egress, recorded June 25, 1947 in Book 843, Page 148 of Official records.

5 American Boys Ranch, Inc. holder of an easement for maintenance of a cemetery, recorded April 13, 1977 as Instrument No. 62895 of Official records.

6 Southern California Edison company, Ltd. holder of a 20' wide easement for Pole lines, conduits or underground facilities, recorded April 8, 1980 as Instrument No. 67166 of Official records.

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST-WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81-86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. -○- DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. -●- DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PRIVATE/PUBLIC EASEMENTS

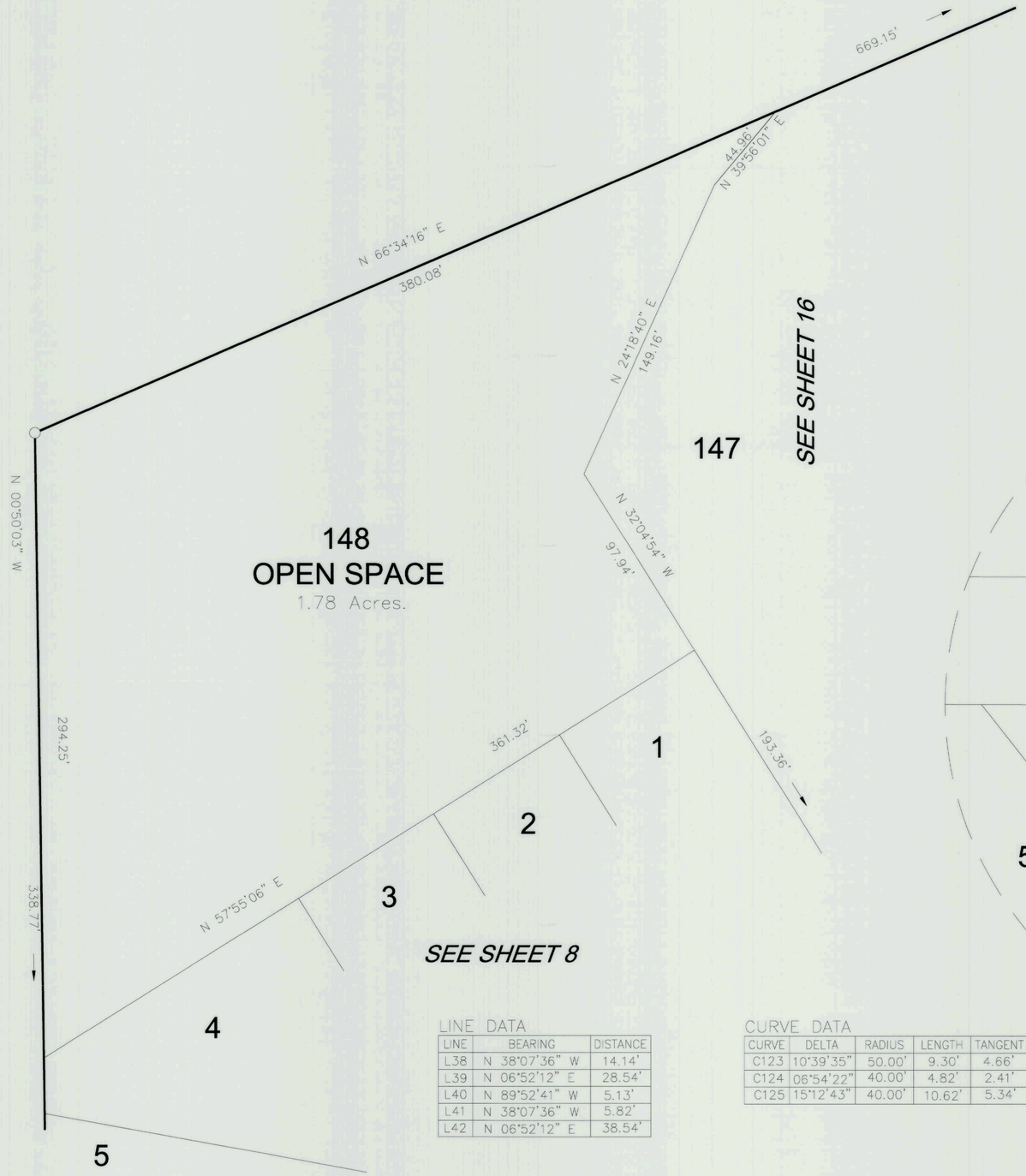
(1) STREET & PUBLIC UTILITY EASEMENT OFFER OF DEDICATION HEREON

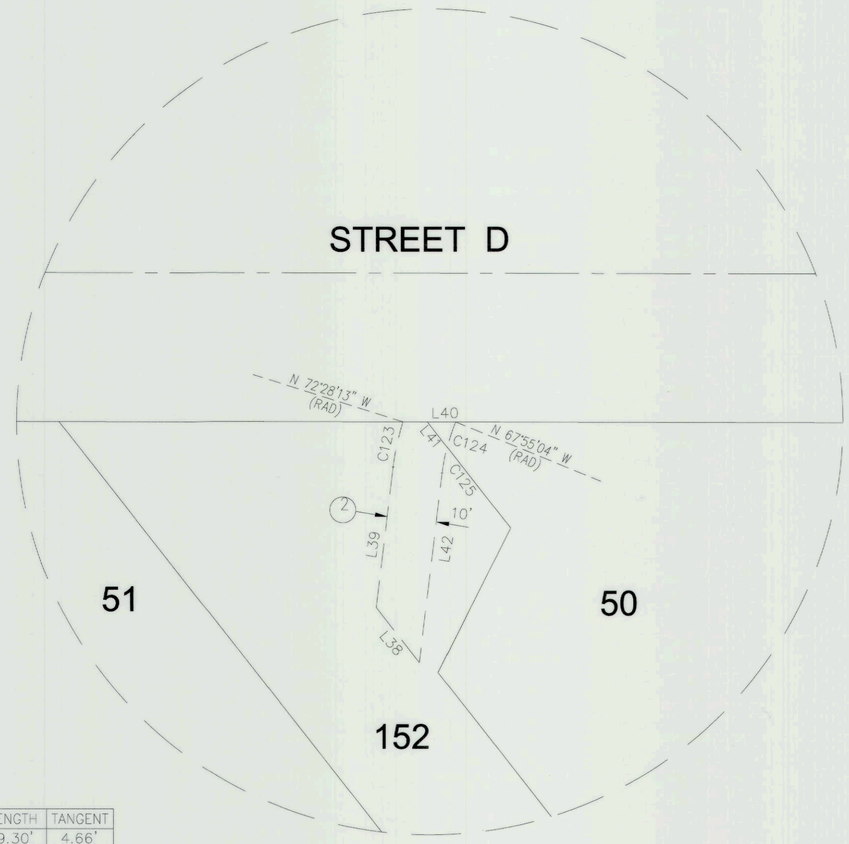
(3) EMERGENCY ACCESS EASEMENT OFFER OF DEDICATION HEREON

TRACT NO. 33540

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

SCALE: 1"=40'





DETAIL "C"

(SEE SHEET 6)

SCALE: 1"=20'

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST–WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81–86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. -○- DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. ● DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PUBLIC EASEMENTS

(2) STORM DRAIN EASEMENT OFFER OF DEDICATION HEREON

LINE DATA

LINE	BEARING	DISTANCE
L38	N 38°07'36" W	14.14'
L39	N 06°52'12" E	28.54'
L40	N 89°52'41" W	5.13'
L41	N 38°07'36" W	5.82'
L42	N 06°52'12" E	38.54'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C123	10°39'35"	50.00'	9.30'	4.66'
C124	06°54'22"	40.00'	4.82'	2.41'
C125	15°12'43"	40.00'	10.62'	5.34'

SCALE: 1"=40'

TRACT NO. 33540

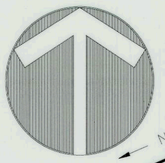
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST-WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81-86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. -○- DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. -●- DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PUBLIC EASEMENTS

(4) GRANTED IN FEE TITLE FOR FLOOD CONTROL PURPOSES HEREON TO THE CITY OF BANNING



SEE SHEET 15

SEE SHEET 17

146

147
BASIN (4)
4.37 ACRES

148

1

67

77

78

SEE SHEET 8

SEE SHEET 9

N 66°34'16" E 380.08'

44.96' N 39°56'01" E

N 24°18'40" E 149.16'

N 32°04'54" W 193.36'

669.15'

166.21'

122.94'

<194.85' CFR>
N 00°14'57" E 194.84'

N 84°09'53" W 275.85'

N 85°28'48" E 178.90'

N 27°18'53" W 93.85'

N 69°03'10" E 117.93'

N 49°45'10" W 61.61'

N 21°24'42" W

N 06°31'21" E 89.79'

N 69°03'10" E 100.64'

IDENTICAL POINT

L27 L28 L29 L30

N 21°24'42" W

N 00°15'34" E 95.68'

N 26°41'00" W (RAD)

S 60°22'53" E (RAD)

L12 C60 L16

WILDCAT COURT

N 69°03'10" E 100.64'

IDENTICAL POINT

4

361.76'

355.97'

N 09°41'23" W 61.49'

46.76' N 89°52'41" W

COYOTE DR.

NE'LY LINE OF BOOK 405 PAGE, 91, O.R.

NW'LY LINE OF BOOK 405 PAGE, 91, O.R.

N 59°02'03" W 130.00'

N 30°57'57" E

N 59°02'03" W 194.29'

PARCEL OWNED IN FEE TITLE BY THE CITY OF BANNING PER DOCUMENT RECORDED IN BOOK 405 PAGE, 91, O.R.

NOT A PART OF THIS SUBDIVISION

SW'LY LINE OF BOOK 405 PAGE, 91, O.R.

271.53' 264.97'

N 46°57'11" W (RAD)

N 00°14'57" E 151.22'

E LINE OF SECTION 5

N 03°36'07" E (RAD)

C78 L19 L18

N 69°03'10" E 117.93'

N 49°45'10" W 61.61'

WATER WAY

C91

S 39°11'23" E (R)

ROCK CT.

N 70°29'13" E 167.72'

N 72°52'36" E (R)

LINE DATA

LINE	BEARING	DISTANCE
L12	N 73°40'49" W	38.42'
L16	N 70°57'53" W	16.47'
L18	N 59°02'03" W	6.56'
L19	N 03°50'07" E	4.97'
L27	N 21°24'42" W	8.51'
L28	N 86°40'25" E	29.90'
L29	N 21°24'42" W	22.91'
L30	N 43°17'01" E	31.14'

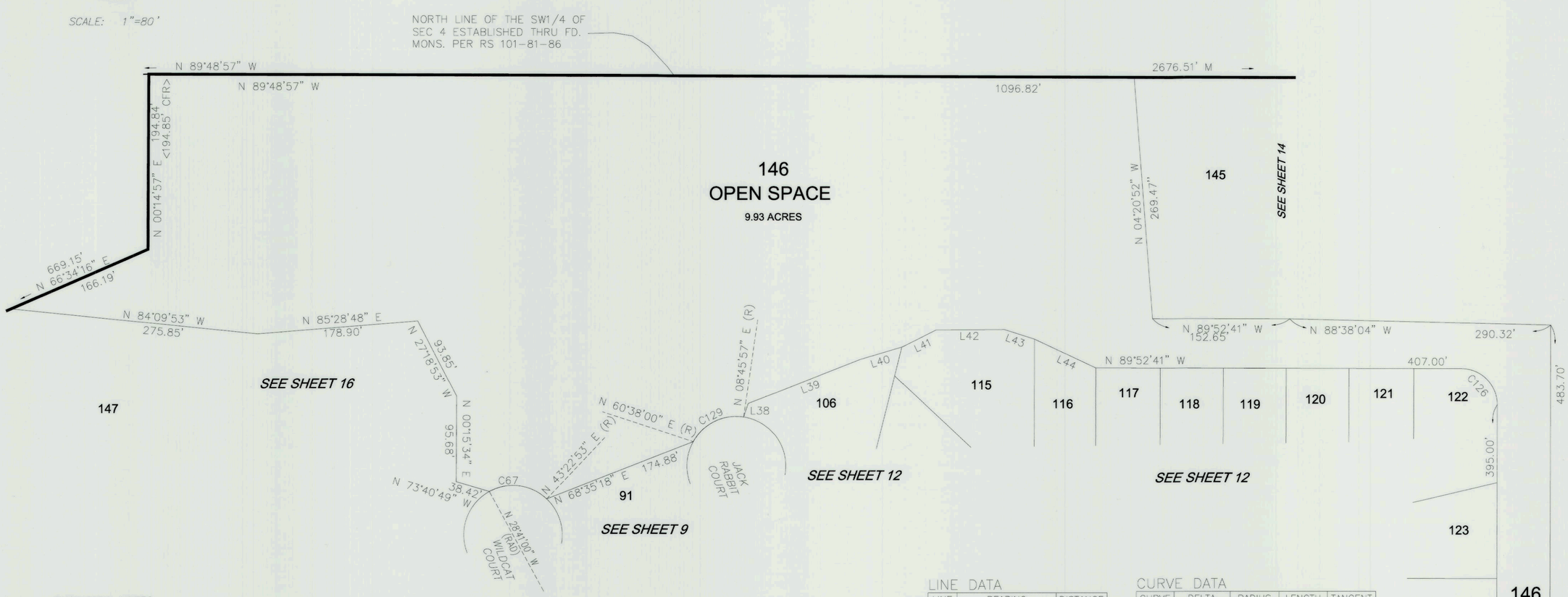
CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C60	31°41'53"	55.00'	30.43'	15.61'
C78	50°35'48"	55.00'	48.57'	26.00'
C91	112°03'59"	55.00'	107.58'	81.64'

TRACT NO. 33540

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

SCALE: 1"=80'



ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST-WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81-86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. -○- DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. -●- DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

LINE DATA

LINE	BEARING	DISTANCE
L38	N 18°41'42" E	15.98'
L39	N 68°35'18" E	133.88'
L40	N 73°25'55" E	48.07'
L41	N 63°16'25" E	42.53'
L42	N 89°33'36" E	76.00'
L43	N 72°24'12" W	35.46'
L44	N 64°48'41" W	75.22'

CURVE DATA

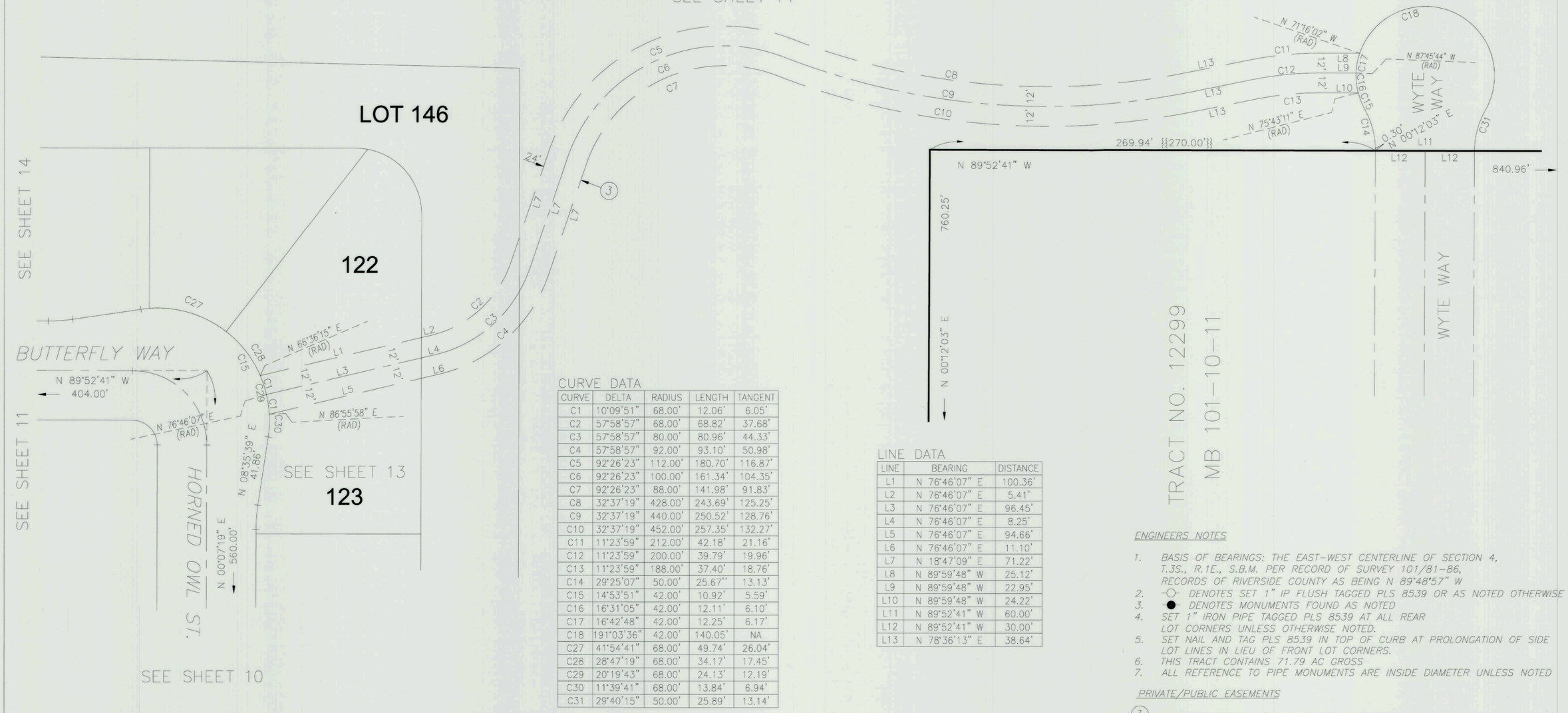
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C67	72°03'53"	55.00'	69.18'	40.01'
C126	90°00'00"	40.00'	62.83'	40.00'
C129	69°23'57"	55.00'	66.62'	38.08'

TRACT NO. 33540

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

SCALE: 1"=40'

EMERGENCY ACCESS EASEMENT



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	10°09'51"	68.00'	12.06'	6.05'
C2	57°58'57"	68.00'	68.82'	37.68'
C3	57°58'57"	80.00'	80.96'	44.33'
C4	57°58'57"	92.00'	93.10'	50.98'
C5	92°26'23"	112.00'	180.70'	116.87'
C6	92°26'23"	100.00'	161.34'	104.35'
C7	92°26'23"	88.00'	141.98'	91.83'
C8	32°37'19"	428.00'	243.69'	125.25'
C9	32°37'19"	440.00'	250.52'	128.76'
C10	32°37'19"	452.00'	257.35'	132.27'
C11	11°23'59"	212.00'	42.18'	21.16'
C12	11°23'59"	200.00'	39.79'	19.96'
C13	11°23'59"	188.00'	37.40'	18.76'
C14	29°25'07"	50.00'	25.67"	13.13'
C15	14°53'51"	42.00'	10.92'	5.59'
C16	16°31'05"	42.00'	12.11'	6.10'
C17	16°42'48"	42.00'	12.25'	6.17'
C18	191°03'36"	42.00'	140.05'	NA
C27	41°54'41"	68.00'	49.74'	26.04'
C28	28°47'19"	68.00'	34.17'	17.45'
C29	20°19'43"	68.00'	24.13'	12.19'
C30	11°39'41"	68.00'	13.84'	6.94'
C31	29°40'15"	50.00'	25.89'	13.14'

LINE DATA

LINE	BEARING	DISTANCE
L1	N 76°46'07" E	100.36'
L2	N 76°46'07" E	5.41'
L3	N 76°46'07" E	96.45'
L4	N 76°46'07" E	8.25'
L5	N 76°46'07" E	94.66'
L6	N 76°46'07" E	11.10'
L7	N 18°47'09" E	71.22'
L8	N 89°59'48" W	25.12'
L9	N 89°59'48" W	22.95'
L10	N 89°59'48" W	24.22'
L11	N 89°52'41" W	60.00'
L12	N 89°52'41" W	30.00'
L13	N 78°36'13" E	38.64'

TRACT NO. 12299
MB 101-10-11

ENGINEERS NOTES

1. BASIS OF BEARINGS: THE EAST-WEST CENTERLINE OF SECTION 4, T.3S., R.1E., S.B.M. PER RECORD OF SURVEY 101/81-86, RECORDS OF RIVERSIDE COUNTY AS BEING N 89°48'57" W
2. -○- DENOTES SET 1" IP FLUSH TAGGED PLS 8539 OR AS NOTED OTHERWISE
3. -●- DENOTES MONUMENTS FOUND AS NOTED
4. SET 1" IRON PIPE TAGGED PLS 8539 AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG PLS 8539 IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
6. THIS TRACT CONTAINS 71.79 AC GROSS
7. ALL REFERENCE TO PIPE MONUMENTS ARE INSIDE DIAMETER UNLESS NOTED

PRIVATE/PUBLIC EASEMENTS

(3) EMERGENCY ACCESS EASEMENT OFFER OF DEDICATION HEREON

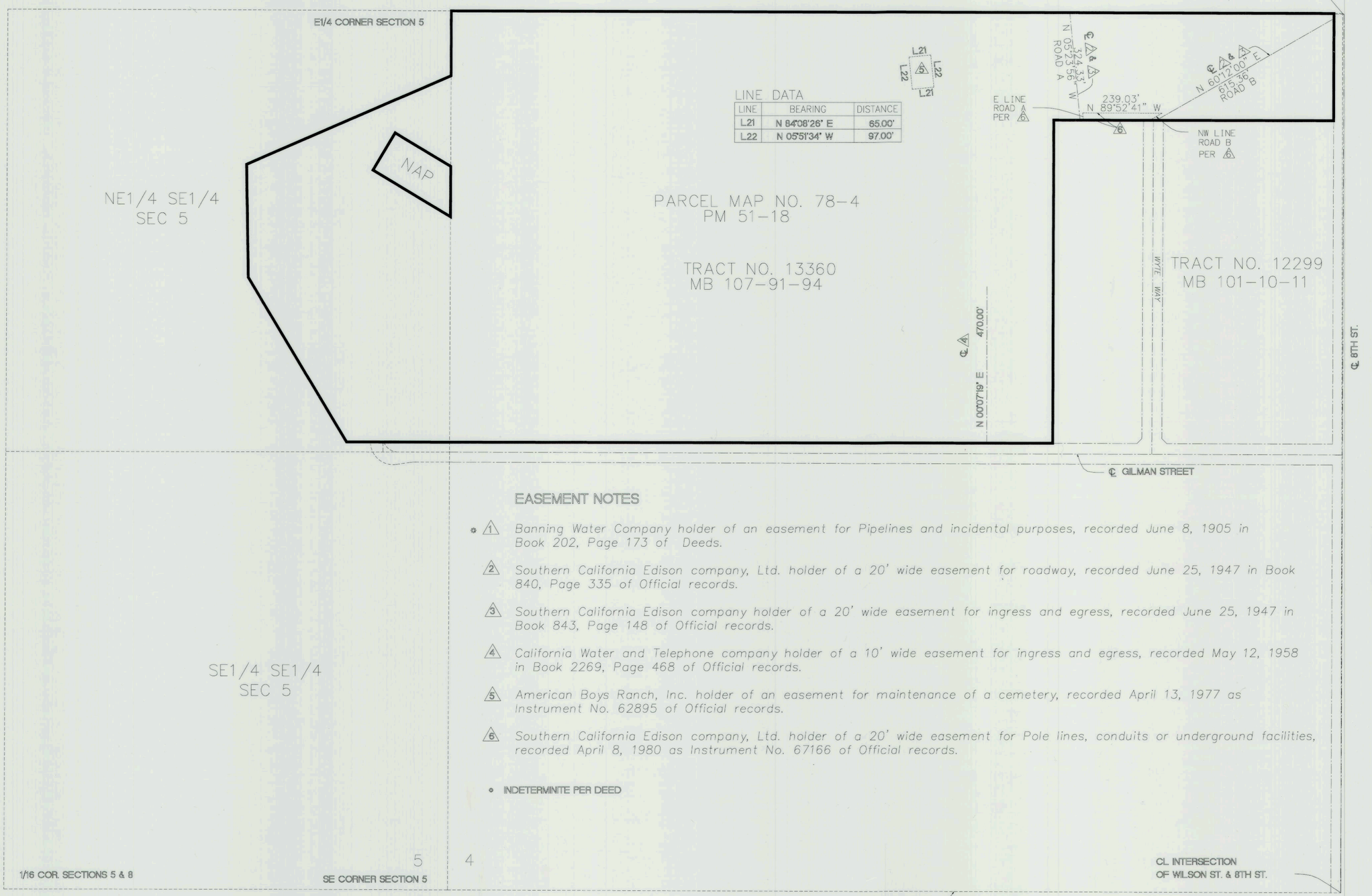
SCALE: 1"=200'

SHEET 19 OF 19 SHEETS

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

TRACT NO. 33540

EXISTING EASEMENT EXHIBIT



EASEMENT NOTES

- ◇ 1 *Banning Water Company holder of an easement for Pipelines and incidental purposes, recorded June 8, 1905 in Book 202, Page 173 of Deeds.*
- 2 *Southern California Edison company, Ltd. holder of a 20' wide easement for roadway, recorded June 25, 1947 in Book 840, Page 335 of Official records.*
- 3 *Southern California Edison company holder of a 20' wide easement for ingress and egress, recorded June 25, 1947 in Book 843, Page 148 of Official records.*
- 4 *California Water and Telephone company holder of a 10' wide easement for ingress and egress, recorded May 12, 1958 in Book 2269, Page 468 of Official records.*
- 5 *American Boys Ranch, Inc. holder of an easement for maintenance of a cemetery, recorded April 13, 1977 as Instrument No. 62895 of Official records.*
- 6 *Southern California Edison company, Ltd. holder of a 20' wide easement for Pole lines, conduits or underground facilities, recorded April 8, 1980 as Instrument No. 67166 of Official records.*

◇ INDETERMINITE PER DEED

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[X] FINAL TRACT MAP NO. 33540 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION:
("Subdivision" herein)
NAME AND ADDRESS OF SUBDIVIDER(S):

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

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

IMPROVEMENT/PLAN NO.: _____
_____
_____
_____

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$8,720,353.00
GRADING	$1,684,013.00
MONUMENTATION	$ 102,800
TOTAL:	$ 10,404,366

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

RLI Insurance Company
(Name of Corporate Entity)

9025 N. Lindbergh Dr.
(Street Address)

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

SURETY BOND NUMBERS (if applicable):

CMS355952

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _____ (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 _____.

* *

TABLE OF CONTENTS

		Page
1.	SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS	2
2.	INSPECTION OF WORK AND FINAL ACCEPTANCE	4
3.	GUARANTEE AND WARRANTY OF THE IMPROVEMENTS	5
4.	TIME EXTENSIONS	5
5.	IMPROVEMENT SECURITY	6
6.	REDUCTION OR RELEASE OF IMPROVEMENT SECURITY	7
7.	INDEMNIFICATION OF CITY BY SUBDIVIDER	9
8.	INSURANCE	11
9.	OWNERSHIP OF THE IMPROVEMENTS	17
10.	PREPARATION AND RECORDATION OF CC&RS	17
11.	DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY	17
12.	RELATIONSHIP OF THE PARTIES	19
13.	ASSIGNMENT	19
14.	NOTICES	20
15.	ENTIRE AGREEMENT	20
16.	SEVERABILITY	20
17.	INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS	20
18.	GOVERNING LAW	20
19.	EFFECTIVE DATE OF THE AGREEMENT	21

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 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 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 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, all public improvement work required by the City for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

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, 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 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. The Subdivider's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Subdivider and City.

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, 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 under this Agreement. 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 Improvements until the latter of the following time periods: (i) the category of Improvements 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 specified in a Development Agreement (not including the term of any Development Agreement) involving the Subdivision or other agreement or obligation imposed on the Subdivider, regarding the Subdivider's obligation to maintain the Improvements. 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 ten (10) years after City's acceptance of the Improvement, provided the City provides notice to Subdivider of the existence of the defect within that time period, 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, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all 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 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 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. Acceptance by the City Council 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 Council of the last of the Improvements specified in Schedule A, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement, 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 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; 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, including 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 last 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 the form of the surety or the amount is found by City to be in error or 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 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 individual property owners or a private community association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council prior to release of sureties. All private Improvements (Improvements that are to be owned by individual property owners or 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, 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 all 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 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.

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 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 Council. 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 Council pursuant to Government Code Section 66477.2 and recorded with the County Recorder.

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 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. If the Subdivider establishes a Homeowners Association for the residential areas of the Project, Subdivider shall pay all costs associated with the creation of the associations.

B. If a Homeowners Association is created, 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. 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. The CC&Rs for each homeowners association shall require the homeowners associations to prepare and submit to the City Manager or his or her designee every three years, a copy of a capital assessment and reserve study, comparable to that required for a condominium association under state law, showing the amount of money reserved for future anticipated maintenance and replacement expenses of the Association, so as to allow the City to monitor the financial viability of the homeowners association and its ability to properly fund and maintain the improvements owned by that homeowners association. The CC&Rs shall include provisions that if the City determines that the association has ceased to exist, has ceased to maintain the association's property at a level acceptable to the City, as determined by the City's Engineer, or has failed to maintain the property consistent with the terms of the CC&Rs or these Project Conditions, that the City shall have the right to fund the necessary maintenance activities through the formation of an assessment district or by the forfeiture of association funds to the City.

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, upon any real property in the Subdivision owned by Subdivider or by any assignee of 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, Subdivider agrees to pay all 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. 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 a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the 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: Vernell Williams
Title: Director, Forward Planning

Date: 12/4/2023

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

CALIFORNIA ALL-PURPOSE 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 Dec 4, 2023 before me, Shannon Luebs, Notary Public, personally appeared Vernell Williams, 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.

Shannon Luebs

SHANNON LUEBS
Notary Public - California
Riverside County
Commission # 2365760
My Comm. Expires Aug 10, 2025

(SEAL)

[This page for acknowledgments.]

BOND NO.: CMS355952
PREMIUM: Included in Performance Bond

SUBDIVISION LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That KB Home Coastal Inc., as Principal and RLI Insurance Company, a corporation licensed to transact surety business in the **State of** California, as Surety, are held and firmly bound unto the City of Banning as obligee, in the penal sum of Eight Million Seven Hundred Twenty Thousand Three Hundred Fifty-three & 00/100 ($ 8,720,353.00), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled

Vista Robles Tract 33540

, and

WHEREAS, the tract on which Principal desires to construct

Right of Way Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the payment of labor and material as herein provided.

NOW, THEREFORE, if the said Principal shall pay for any materials, provisions, provender or for any work or labor done thereon of any kind, in, on or about the construction of the public improvements or performance of the work to be done in, on or about the above tract then this obligation shall be void; otherwise it shall remain in full force and effect.

NO SUIT, action or proceeding to recover on this bond shall be sustained unless the same be commenced within six (6) months from the completion of said structure or work of improvement.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 14 day of November, 2023.

KB Home Coastal Inc.

By: _____ Dir. Forward Planning
(Name & Title)

RLI Insurance Company

By: _____
Brenda Wong Attorney-in-Fact

CALIFORNIA ALL-PURPOSE 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 NOV 16 2023 before me, Shannon Luebs, Notary Public, personally appeared Vernell Williams, 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.

Shannon Luebs

SHANNON LUEBS
Notary Public - California
Riverside County
Commission # 2365760
My Comm. Expires Aug 10, 2025

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189

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

State of California

County of Los Angeles

On 1/14/2023 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong 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.

(seal)

M. GONZALES
Notary Public - California
Los Angeles County
Commission # 2376493
My Comm. Expires Oct 5, 2025

Signature M Gonzales
M.Gonzales, Notary Public

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

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

Bond No. CMS355952

Know All Men by These Presents:

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

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Brenda Wong in the City of Los Angeles, State of California, it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000) for any single obligation, and specifically for the following described bond.

Principal: KB Home Coastal Inc.
Obligee: City of Banning

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

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

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of January, 2022.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 6th day of January, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of November, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

A00AID19

BOND NO.: CMS355952
PREMIUM: $52,322.00

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That KB Home Coastal Inc. ,as Principal and RLI Insurance Company , a corporation licensed to transact surety business in the State of California , as Surety, are held and firmly bound unto the City of Banning , as obligee, in the penal sum of Eight Million Seven Hundred Twenty Thousand Three Hundred Fifty-three & 00/100 ($8,720,353.00), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled Vista Robles Tract 33540 , and

WHEREAS, the map of said tract on which Principal desires to construct

Right of Way Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 14th day of November , 2023 .

KB Home Coastal Inc.

By: _____ Dir. Forward Planning
(Name & Title)

RLI Insurance Company

By: _____
Brenda Wong, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE 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 NOV 16 2023 before me, Shannon Luebs, Notary Public, personally appeared Vernell Williams, 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.

Shannon Luebs

Shannon Luebs

SHANNON LUEBS
Notary Public - California
Riverside County
Commission # 2365760
My Comm. Expires Aug 10, 2025

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189

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

State of California

County of Los Angeles

On 11/14/2023 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong 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.

(seal)

M. GONZALES
Notary Public - California
Los Angeles County
Commission # 2376493
My Comm. Expires Oct 5, 2025

Signature M Gonzales
M.Gonzales, Notary Public

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

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

Bond No. CMS355952

Know All Men by These Presents:

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

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Brenda Wong in the City of Los Angeles, State of California, it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000) for any single obligation, and specifically for the following described bond.

Principal: KB Home Coastal Inc.
Obligee: City of Banning

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

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

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of January, 2022.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 6th day of January, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of November, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

BOND NO.: 30198352
PREMIUM: $617.00

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That KB Home Coastal Inc. ,as Principal and The Continental Insurance Company , a corporation licensed to transact surety business in the State of California , as Surety, are held and firmly bound unto the City of Banning , as obligee, in the penal sum of One Hundred Two Thousand Eight Hundred & 00/100 ($102,800.00), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled Vista Robles - Tract No. 33540 , and

WHEREAS, the map of said tract on which Principal desires to construct

Monuments - 152 lots

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 4th day of December , 2023 .

KB Home Coastal Inc.

By: _____
(Name & Title)

The Continental Insurance Company

By: _____
Brenda Wong, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE 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 DEC 0 5 2023 before me, Shannon Luebs, Notary Public, personally appeared Scott Hansen, 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.

Shannon Luebs

SHANNON LUEBS
Notary Public - California
Riverside County
Commission # 2365760
My Comm. Expires Aug 10, 2025

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189

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

State of California

County of Los Angeles

On 12/4/2023 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong 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.

(seal)

M. GONZALES
Notary Public - California
Los Angeles County
Commission # 2376493
My Comm. Expires Oct 5, 2025

Signature M Gonzales
M.Gonzales, Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, that The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Brenda Wong

, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

– In Unlimited Amounts –

Surety Bond Number: 30198352
Principal: KB Home Coastal Inc.
Obligee: City of Banning

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2023.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of April, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 4th day of December, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4-2023

TENTATIVE TRACT MAP NO. 33540
IN THE CITY OF BANNING, CALIFORNIA

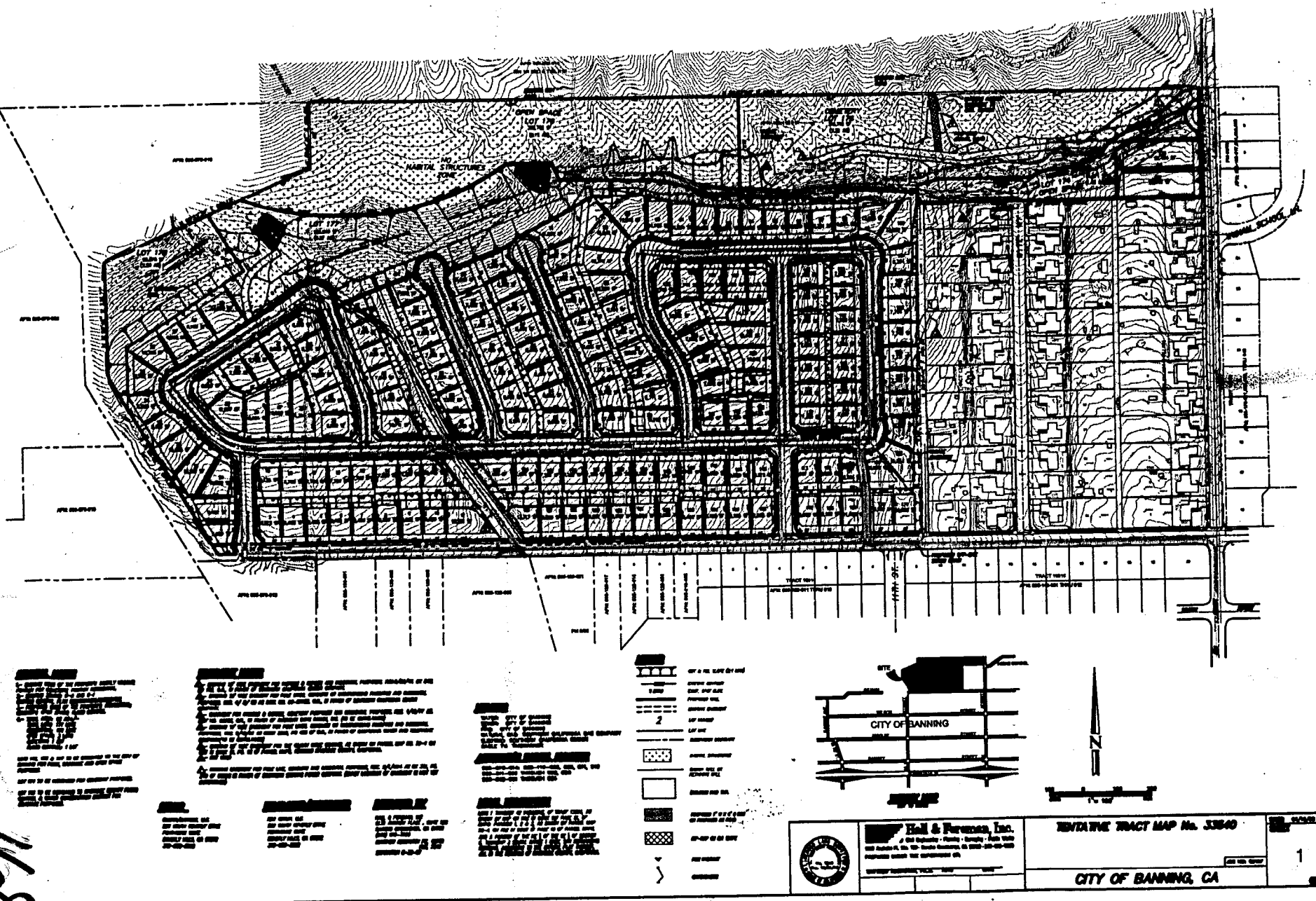


EXHIBIT "4"

530

RESOLUTION NO. 2006-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING TENTATIVE TRACT MAP NO. 33540, A REQUEST TO SUBDIVIDE 65 ACRES INTO 172 SINGLE FAMILY RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS WITHIN THE LOW DENSITY RESIDENTIAL LAND USE DISTRICT GENERALLY LOCATED ON THE NORTH SIDE OF GILMAN STREET, ONE BLOCK WEST OF WYTE WAY. APN: 535-070-014; 535-110-002;-006;-011;-012; 535-311-006 THROUGH -023;-29; 535-312-001 THORUGH -024

WHEREAS, an application for TTM 33540 has been duly filed by:

Applicant / Owner:	**HDS Group**
Authorized Agent:	**Hagop Sargisian**
Project Location:	**Wyte Way and Gilman Street**
APN Number:	**535-070-014; 535-110-002;-006;-0-12; 535-311-006 THROUGH -023;-29; 535-312-001 THROUGH -024**
Lot Area:	**65 acres**
Application Complete:	**February 14, 2006**

WHEREAS, the Municipal Code allows for the subdivision of 65 acres into 172 single family residential lots ranging in size from 7,000 square feet to 20,000 square feet and 3 open space lots, subject to the approval of a Tentative Tract Map; and

WHEREAS, on June 1, 2006 the City gave public notice as required under Government Code Section 66451.3 by mailing notices to property owners and advertising in a newspaper of general circulation within the City of Banning of the holding of a public hearing at which the project would be considered; and

WHEREAS, in accordance with Government Code Section 66452.3, the City has provided the applicant and each tenant on the subject property with a copy of the Planning Department's report and recommendation to the Planning Commission at least three (3) days prior to the below referenced noticed public hearing; and

WHEREAS, on May 2, 2006 the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Tract Map and at which the Planning Commission considered the Tentative Tract Map; and

WHEREAS, on June 13, 2006, the Banning City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Tentative Tract Map and at which the Banning City Council considered the Tentative Tract Map; and

WHEREAS, at this public hearing on June 13, July 25 and September 12 and 26, 2006 the Banning City Council considered, heard public comments on and adopted a Mitigated Negative Declaration and Mitigation Monitoring Program for the project by Resolution 2006-58.

NOW THEREFORE, the City Council of the City Of Banning does hereby find, determine, and resolve as follows:

SECTION 1. ENVIRONMENTAL FINDINGS.

The Banning City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of the Planning Director as provided in the Staff Report dated June 13, 2006 and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code § 21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. **CEQA:** The approval of this Tentative Tract Map is in compliance with the requirements of the California Environmental Quality Act ("CEQA"), in that on June 13, and July 25, 2006, at a duly noticed public hearing, the Banning City Council approved Resolution No. 2006-58 approving a Mitigated Negative Declaration and Mitigation Monitoring Program reflecting its independent judgment and analysis and documenting that there was no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. The documents comprising the City's environmental review for the project are on file and available for public review at Banning City Hall, 99 E. Ramsey Street, Banning, California 92220.

2. **Wildlife Resources:** Pursuant to Title 14, California Code of Regulations Section 753.5(c), the Planning Commission has determined, based on consideration of the whole record before it, that there is no evidence that the proposed project will have the potential for any adverse effect on wildlife resources or the habitat upon which wildlife depends. Furthermore, on the basis of substantial evidence, the Planning Commission hereby finds that any presumption of adverse impact has adequately been rebutted. Therefore, pursuant to Fish and Game Code Section 711.4(c)(2)(B) and Title 14, California Code of Regulations, Section 753.5(a)(3), the project is not required to pay Fish and Game Department filing fees.

3. **Multiple Species Habitat Conservation Plan (MSHCP):** The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

MAP ACT FINDINGS.

In accordance with Banning Municipal Code and Government Code § 66473.1, § 66473.5 and § 66474, the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities, and the City's Single Family Residential Design Guidelines and any other evidence within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. Tentative Tract Map 33540 is consistent and compatible with the objectives, policies, general land uses, and programs specified the City's General Plan in that:

   The General Plan land use designation for the site is Low Density Residential "LDR" which allows project densities from 0 to 5 dwelling units per acre. The proposed Map will result in the development of 173 single family residential dwelling units at a density of 2.6 units per acre. This density level is within the range permitted under the General Plan land use designation for this site. One of the primary goals stated in the Land Use Element of the General Plan is that existing neighborhoods be preserved and enhanced (Goal 1). The proposed Map serves to achieve this objective through the development of single family residential lots and supporting infrastructure while maintaining the City's scenic and cultural resources for the enjoyment of existing and future residents. Specifically, the open space at the base of the slope/ridge has been reserved as open space. This area will be maintained in perpetuity by a Home Owners Association. The lots are expected to be used for detached single-family homes, a use allowed in the General Plan. Further the project serves to achieve Goal 1 of the General Plan Circulation Element, the development of a safe and efficient transportation system. Gilman Street, the primary access for the project, as well as all internal streets will meet the street designation depicted in the City's General Plan (local streets). Further all streets have been reviewed by the Engineering/Public Works Department to ensure proper design standards. Considering all of these aspects, the proposed Map furthers the objectives and policies of the General Plan and is compatible with the general land uses specific in the General Plan.

2. The design and improvement of the subdivision proposed under Tentative Tract Map 33540 is consistent with the City's General Plan in that:

   The proposed subdivision has been designed to meet City standards, which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards.

3. The site is physically suitable for the type of development proposed under Tentative Tract Map 33540, in that:

The site is generally rectangular in shape and slopes from the northwest to the southeast, and consists of 65 acres. The site is not located within a flood plan. The project is located within an Alquist Priolo special studies zone, seismic and geologic reports have been generated and a "no build zone has been established. No structures or residential lots are proposed for this zone.

4. The site is physically suitable for the density of development proposed under Tentative Tract Map 33540, in that:

The site is generally rectangular in shape, relatively flat, and slopes from the northwest to the southeast and consists of 65 acres. The subdivision has been designed to accommodate the development of 172 (e.g. single family residential dwelling) units considering the shape and topography of the site. The project as proposed has a density of 2.6 units per acre. According to the density ranges provided in the Land Use Element of the City's General Plan for the Low Density Residential (LDR) land use designation and in the City's Zoning Ordinance for the LDR zone, a density of 0-5 units per acre is appropriate for a site of this size and configuration.

5. The design of the subdivision and improvements proposed under Tentative Tract Map 33540, is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat in that:

A portion of the site contains a cemetery; the balance of the site is vacant with the exception of some remnant foundations from the previously occurring Indian School on the property. A biological assessment was conducted on the proposed project site. The study included records searches as well as surveys. The general biological survey found that the majority of the habitat on the site consists of non-native grasslands. The on-site survey identified 49 common species on the site. The northern edge of the site is foraging habitat for avian species and provides a corridor for wildlife, and will be preserved as open space. A preliminary assessment for burrowing owl habitat was completed as required by the Riverside County Multi-Species Habitat Conservation Plan (MSHCP). The site was found to contain suitable habitat for the species, however, no birds were observed. A mitigation measure has been included which requires a protocol survey for burrowing owl to be completed 30-days prior to the issuance of grading permits. Should burrowing owls be located on site, a biologist shall submit recommendations for relocation of the animals to the Planning Department for review and approval. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. This determination is based on the Biological Assessment conducted by Pacific Southwest in November 2004 and the City's General Plan. In addition, this project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

6. The design of the subdivision and improvements proposed under Tentative Tract Map 33540, is not likely to cause serious public health problems in that:

   The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Storm water runoff management and controls. In addition, the design and construction of all improvements for the subdivision has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare. Finally, the proposed street system throughout the subdivision will improve emergency vehicular access.

7. The design of the subdivision and improvements proposed under Tentative Tract Map 33540, will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision in that:

   No easements of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any such easements.

8. The design of the subdivision proposed Tentative Tract Map 33540, adequately provides for future passive or natural heating and cooling opportunities in the subdivision in that:

   Taking into consideration local climate and the existing contour and configuration of the site and its surroundings, the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit orientation of structures in an east-west alignment for southern exposure, or to take advantage of natural shade, or to take advantage of prevailing breezes.

CITY COUNCIL ACTIONS.

The Banning City Council hereby takes the following actions:

1. **Tentative Tract Map**. The Banning City Council approves Tentative Tract Map 33540 subject to the Conditions of Approval attached hereto and incorporated herein by reference as Exhibit **"A"**.

PASSED APPROVED AND ADOPTED this 26th day of September, 2006.

John Machisic, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

~~Julie Hayward-Biggs~~ Thomas D. Jex
Dep City Attorney

ATTEST:

Marie Calderon, City Clerk
City of Banning

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2006-59 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of September 2006 by the following vote, to wit:

AYES: Councilmembers Hanna, Palmer, Salas, Welch, Mayor Machisic

NOES: None

ABSTAIN: None

ABSENT: None

Marie A. Calderon, City Clerk
City of Banning, California

DEPARTMENT OF
PLANNING

FINAL CONDITIONS OF APPROVAL

PROJECT #: Tentative Tract Map 33540

SUBJECT: Subdivision of 65± acres into 172 Single family residential lots

APPLICANT: HDS Group

LOCATION: APN: 535-070-014;535-110-002,-006,-011,-012; 535-311-006 through -023; 535-312-001 through -024

APPLICANT SHALL CONTACT THE PLANNING DIVISION, (951) 922-3125, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

A. General Requirements

	Completion Date
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, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.	___/___/___
Tentative Tract No. 33540 is recommended for approval by the Planning Commission. Full approval is subject to City Council action.	___/___/___
A copy of the signed Resolution of Approval or Community Development Director's letter of approval, and all Standard Conditions, shall be included in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for plan check.	___/___/___
(A) 60-foot easement shall be recorded against the property to provide legal access from the northerly terminus of "F" Street to the northern property boundary. (B) Legal and practical access shall be provided from Eighth Street to the existing cellular tower access road north of Lot 175.	__/___/___

B. Time Limits

This tentative tract map shall expire unless extended by the Planning Commission, unless a complete final map is filed with the City Engineer within 2 years from the date of the approval. ___/___/___

C. Site Development

The site shall be developed and maintained in accordance with the approved plans which include site plans, architectural elevations, exterior materials and colors, landscaping, sign program, and grading on file in the Planning Division, the conditions contained herein, Development Code regulations. ___/___/___

The cemetery shall be maintained in perpetuity; a covenant shall be recorded on the property affirming this Conditions. Said covenant shall be reviewed and approved by the City Attorney. ___/___/___

Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Community Development Director.

Occupancy of the facilities shall not commence until such time as all Uniform Building Code and State Fire Marshal regulations have been complied with. Prior to occupancy, plans shall be submitted to the City of Banning Fire Marshal and the Building and Safety Division to show compliance. The buildings shall be inspected for compliance prior to occupancy. ___/___/___

Revised site plans and building elevations incorporating all Conditions of Approval shall be submitted for Community Development Director review and approval prior to the issuance of building permits. ___/___/___

All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.) or prior to final map approval in the case of a custom lot subdivision, or approved use has commenced, whichever comes first. ___/___/___

Approval of this request shall not waive compliance with all sections of the Development Code, all other applicable City Ordinances, and applicable Community or Specific Plans in effect at the time of building permit issuance. ___/___/___

All trash pick-up shall be for individual units with all receptacles shielded from public view. ___/___/___

All ground-mounted utility appurtenances such as transformers, AC condensers, etc., shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director. For single family residential developments, transformers shall be placed in underground vaults. ___/___/___

Street names shall be submitted for Community Development Director review and approval in accordance with the adopted Street Naming Policy prior to approval of the final map. ___/___/___

All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination. ___/___/___

The Covenants, Conditions, and Restrictions (CC&Rs) and Articles of Incorporation of the Homeowners' Association are subject to the approval of the Planning and Engineering Divisions and the City Attorney. They shall be recorded concurrently with the Final Map or prior to the issuance of building permits, whichever occurs first. A recorded copy shall be provided to the City Engineer. The Homeowners' Association shall submit to the Planning Division a list of the name and address of their officers on or before January 1 of each and every year and whenever said information changes. ___/___/___

All parkways, open areas, and landscaping shall be permanently maintained by the property owner, homeowners' association, or other means acceptable to the City. Proof of this landscape maintenance shall be submitted for Community Development Director and City Engineer review and approved prior to the issuance of building permits. ___/___/___

	Completion Date
The developer shall submit a construction access plan and schedule for the development of all lots for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.	___/___/___
Six-foot decorative block walls shall be constructed along the project perimeter. If a double wall condition would result, the developer shall make a good faith effort to work with the adjoining property owners to provide a single wall. Developer shall notify, by mail, all contiguous property owner at least 30 days prior to the removal of any existing walls/ fences along the project's perimeter.	___/___/___
On corner side yards, provide minimum 5-foot setback between walls/fences and sidewalk.	___/___/___
For residential development, return walls and corner side walls shall be decorative masonry.	___/___/___
Future development for (each building pad/parcel) shall be subject to separate Development/Design Review process for Planning Commission approval.	___/___/___

D. Building Design

All dwellings shall have the front, side and rear elevations upgraded with architectural treatment, detailing and increased delineation of surface treatment subject to Community Development Director review and approval prior to issuance of building permits.	___/___/___

E. Parking and Vehicular Access (indicate details on building plans)

All units shall be provided with garage door openers if driveways are less than 18 feet in depth from back of sidewalk.	___/___/___
Multiple car garage driveways shall be tapered down to a standard two-car width at street.	___/___/___
On flag lots, use a 12-foot driveway within flag to maximize landscape area.	___/___/___

F. Landscaping

A detailed landscape and irrigation plan, including slope planting and model home landscaping in the case of residential development, shall be prepared by a licensed landscape architect and submitted for Community Development Director review and approval prior to the issuance of building permits or prior final map approval in the case of a custom lot subdivision.	___/___/___
Existing trees required to be preserved in place shall be protected with a construction barrier, and so noted on the grading plans. The location of those trees to be preserved in place and new locations for transplanted trees shall be shown on the detailed landscape plans. The applicant shall follow all of the arborist's recommendations regarding preservation, transplanting, and trimming methods.	___/___/___
For single family residential development, all slope planting and irrigation shall be continuously maintained in a healthy and thriving condition by the developer until each individual unit is sold and occupied by the buyer. Prior to releasing occupancy for those units, an inspection shall be conducted by the Planning Division to determine that they are in satisfactory condition.	___/___/___
The final design of the perimeter parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan which may be required by the Engineering Division.	___/___/___
Landscaping and irrigation systems required to be installed within the public right-of-way on the perimeter of this project area shall be continuously maintained by the developer or Home Owners Association.	___/___/___

All walls shall be provided with decorative treatment. If located in public maintenance areas, the design shall be coordinated with the Engineering Division.	___/___/___
Tree maintenance criteria shall be developed and submitted for Community Development Director review and approval prior to issuance of building permits. These criteria shall encourage the natural growth characteristics of the selected tree species.	___/___/___
Landscaping and irrigation shall be designed to conserve water through the principles of Xeriscape.	___/___/___

G. Environmental – Mitigation Measures

In those instances requiring long term monitoring (i.e.) beyond final certificate of occupancy), the applicant shall provide a written monitoring and reporting program to the Community Development Director prior to issuance of building permits. Said program shall identify the reporter as an individual qualified to know whether the particular mitigation measure has been implemented.	___/___/___
Any lot with a rear yard slope of more than 10 feet will be designed to include terracing of that slope, and intermediate usable yard space within the slope area. This may include staggered retaining walls, stairs and patios, to the clarification of the Director of Community Development	___/___/___
Alternatively, the tract map can be redesigned to limit pad elevations between adjacent lots to 10 feet or less.	___/___/___
All manufactured slopes of 10 feet or more shall be landscaped and irrigated in such a manner as to assure 100% coverage within 12 months. Landscaping shall be native groundcover or similar. Irrigation systems shall be operated and maintained by a groundcover or similar. All irrigation systems shall be operated and maintained by a homeowners' association, in order to assure long term survival of the plantings. A maintenance easement shall be recorded on each lot on which such a slope occurs, in favor of the homeowners' association.	___/___/___
The applicant shall submit, for review and approval, a PM10 Management Plan for all grading and construction activities, for review and approval by the City Engineer prior to the issuance of grading permits.	___/___/___
SCAQMD Rule 403 shall be implemented.	___/___/___
No more than 5 acres shall be actively graded during any one day.	___/___/___
During all grading and construction activities, the site shall be watered at least twice daily.	___/___/___
All trucks hauling dirt, sand or soil shall be covered, or shall maintain two feet of freeboard.	___/___/___
Streets accessing the project site shall be swept at the end of each work day.	___/___/___
All grading activities shall be suspended during wind speeds of 25 mph or greater.	___/___/___
All diesel powered vehicles and equipment shall be properly maintained.	___/___/___
Electric or natural gas powered equipment shall be used to the greatest extent possible.	___/___/___
Ridesharing and transit incentives shall be provided to the construction crews.	___/___/___
Pre-coated or natural colored building materials shall be used to the greatest extent possible.	___/___/___
Within 30 days prior to the issuance of grading permits, a protocol survey for burrowing owls shall be conducted to determine if the species occurs on the site. Should the species be identified, the biologist shall provide the Planning Department with recommendations for relocation, frothier review and approval. No grading permit shall be issued until the relocation has been completed	___/___/___

	Completion Date
Within 30 days prior to the issuance of grading permits, if the grading permit is sought between February 1 and August 31, a survey of nesting birds subject to the provisions of the Migratory Bird Treaty Act shall be conducted. Should nests be identified, the biologist shall provide the Planning Department with recommendations for buffer areas and construction restriction, for their review and approval. No grading permit shall be issued until the recommendations have been implemented.	___/___/___
No staging, grading or other ground disturbance shall be permitted within the open space area (lot 176)	___/___/___
The open space area (lot 176 shall be fenced to prevent encroachment. The Planning Department shall approve the fence. Signs shall be placed at each end of the fence, identifying the area as protected, and prohibiting encroachment by humans dogs or other domestic animals.	___/___/___
Prior to any ground disturbing activity, the applicant shall secure, and shall provide written evidence of the same to the Planning Department, appropriate permits from the California Regional Water Quality Control Board, the US Army Corps of Engineers and the California Department of Fish and Game. The US Army Corps permit shall assure mitigation for the loss of 0.29 acres of federal jurisdictional areas; and the CDFG permit shall assure mitigation for the loss of 0.71 acres of state jurisdictional areas.	___/___/___
A Phase III recovery consistent with the Plan submitted by L& L Environmental shall be completed on the project site prior to any ground disturbing activity on the project site. The final report shall be provided to the City Planning Department for review and approval.	___/___/___
The project shall convey, with recordation of the final map, a 7± acre parcel (lot 175) to the Morongo Band of Mission Indians.	___/___/___
The applicant shall, prior to the issuance of building permits, construct a temporary chain link fence to separate the cemetery from the tract. The fence shall be reviewed and approved by the Planning Department prior the issuance of building permits. The fence shall be replaced by a permanent decorative block wall within 30 days of completion of grading activities."	___/___/___
The applicant shall, prior to the issuance of grading permits, complete the design of the burial grounds by a licensed landscape architect, including the relocation of cement slabs, the adobe wall, the grotto, selected stone works, planters and trees.	___/___/___
The applicant shall, prior to issuance of grading permits, install wrought iron fencing to enclose the parcel to be conveyed to the Morongo Band, and extending to the entrance on 8th Street.	___/___/___
The applicant shall pave and landscape the access road from the 7± acre parcel to 8th Street.	___/___/___
The applicant shall, prior to the issuance of grading permits, have the site surveyed by a qualified arborist to determine whether the olive trees on the west end of the property can be transplanted to the boundary of the cemetery to act as a buffer. The transplantation shall be complete prior to the issuance of occupancy permits for any house on the property.	___/___/___
The applicant and the Morongo Band shall develop a plan for the preservation of the cemetery and other items to be relocated within the 7± acre parcel.	___/___/___
The applicant shall, at his expense, engage a qualified archaeologist to complete the cataloging of the artifacts collected in the 1990 survey, and shall cause these artifacts to be delivered to the Morongo Band upon completion of the cataloging effort.	___/___/___
All ground disturbing activities on any portion of the site will be monitored by a qualified archaeologist and a representative of the Morongo Band. The archaeologist shall be empowered to stop or redirect activities should artifacts be uncovered. The archaeologist shall deliver a report documenting all monitoring activities to the Planning Department and the Morongo Band within 30 days of completion of grading activities.	___/___/___

	Completion Date
If human remains or potential human remains are identified during earth moving activities, all work shall stop in that area, and the Riverside Counter Coroner shall be contacted. No further activity shall occur in the area in the areas until the Coroner has completed his investigation, including Native American consultation.	___/___/___
A permanent name marker and the existing bronze plaque (in possession of the Riverside County Parks and History Division) shall be placed in the cemetery.	___/___/___
The applicant shall, in conjunction with City staff, prepare formal paperwork for nomination of the site to the National Register of Historic Places, California Register of Historic Places, and appropriate County and Local designations and assure the filing of the paperwork with the appropriate agencies.	___/___/___
A Historic American Engineering Record level recordation of the Gilman Home Channel shall be completed prior to any ground disturbing activity the project site.	___/___/___
Consistent with the recommendations of the L& L Environmental Survey, the channel shall be preserved in place, either in whole or in part, or relocated in part to the open space area north of the project site. If relocated, a memorial plaque explaining the significance of the structure shall be incorporated into the relocation.	___/___/___
Construction activities shall be limited to those hours prescribed in the Municipal Code.	___/___/___
All construction equipment, including heavy equipment, shall be muffled.	___/___/___
Construction staging and storage areas shall be located along the northern portion of the site, south of the open space and cemetery lots.	___/___/___
Continuous grading activities along the eastern boundary of the project site shall be limited to no more than 15 minutes within an hour.	___/___/___

H. Other Agencies

The applicant shall contact the U.S. Postal Service to determine the appropriate type and location of mail boxes. Multi-family residential developments shall provide a solid overhead structure for mail boxes with adequate lighting. The final location of the mail boxes and the design of the overhead structure shall be subject to Community Development Director review and approval prior to the issuance of building permits.	___/___/___

APPLICANT SHALL CONTACT THE ENGINEERING DIVISION, (951) 922-3130, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

I. General

The Department of Public Works recommends the following Conditions of Approval for Tentative Tract Map 33540. Unless stated otherwise, all conditions shall be completed by the Developer at no cost to any Government Agency.	___/___/___

Prior to the issuance of any grading, construction, or public works permit by the City, the applicant shall obtain any necessary clearances and/or permits from the following agencies:

- Fire Marshal
- Public Works Department (Grading Permit, Improvement Permit)
- Community Development Department
- Riverside County Environmental Health Department
- Banning Unified School District
- California Regional Water Quality Control Board Colorado River Basin (RWQCB)
- South Coast Air Quality Management District (SCAQMD)
- United States Army Corps of Engineers (USACE)
- California Department of Fish and Game (DFG)

The applicant is responsible for meeting all requirements of permits and/or clearances from the above listed agencies. When the requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting improvements plans to the City.

___/___/___

The following improvement plans shall be prepared by a civil engineer or architect licensed by the State of California as allowed and submitted to the Engineering Division for review and approval. A separate set of plans shall be prepared for each line item listed below. Unless otherwise authorized by the City Engineer in writing, the plans shall utilize the minimum scale specified and shall be drawn on 24" x 36" Mylar. Plans may be prepared at a larger scale if additional detail or plan clarity is desired (Note: the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors).

A. On-Site Rough Grading Plan — 1" = 40' Horizontal

B. Haul Route Plan — 1" = 40' Horizontal

C. Clearing Plan — 1" = 50' Horizontal

- Include fuel modifications zones
- Include construction fencing plan

D. SWPPP — 1" = 40' Horizontal

Note: A, B & C shall be processed concurrently.

E. Storm Drain Plan — 1" = 40' Horizontal

F. Off-Site Street Improvement Plans — 1" = 40' Horizontal
1" = 4' Vertical

G. Off-Site Landscaping Plans — 1"=20' Horizontal

H. Off-Site Signing & Striping Plans — 1" = 40' Horizontal

I. On-Site Street Improvement/ Signing & Striping Plans — 1" = 40' Horizontal
1"= 4' Vertical

J. On-Site Residential Precise Grading Plans — 1" = 30' Horizontal

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

All off-site plan and profile street improvement plans and signing & striping plans shall show all existing improvements for a distance of at least 200-feet beyond the project limits, or at a distance sufficient to show any required design transitions.

All on-site 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 raised pavement markers at fire hydrants) and street name signs per Public Works standard plans and/or as approved by the City Engineer.

A small index map shall be included on the title sheet of each set of plans, showing the overall view of the entire work area.

Upon completion of construction, the applicant shall furnish the City with reproducible record drawings on Mylar 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 or raster-image files submitted to the City, revised to reflect the "As-Built" conditions. ___/___/___

All 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 in the residence. ___/___/___

J. Rights of Way

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 development. Conferred rights shall 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. ___/___/___

The applicant shall offer for dedication on the Final Map all public street right-of-ways in conformance with the City's General Plan, Municipal Code, applicable precise plans, standard plans, and/or as required by the City Engineer. ___/___/___

Offer to dedicate for public purposes the right-of-way for "A" Street through "J" Street as a general local streets; 60 foot width. The geometrics for the knuckle shall be in accordance with the City of Banning Standard No. G-806. The geometrics for the cul-de-sac shall be in accordance with the City of Banning Standard No. G-800. Offers of dedication shall include corner cut-off at intersection. ___/___/___

Offer to dedicate for public purposes the 24 foot wide right-of-way for a secondary access way for Wyte Way. ___/___/___

Offer to dedicate for public purposes the necessary right-of-way in order to meet the City of Banning master planned half street width of 30 feet fronting Gilman Street. ___/___/___

Obtain right-of-way, or offer to dedicate for public purposes the necessary right-of-way to construct the knuckle at the westerly end of Gilman Street. ___/___/___

Grant slope easements to the City of Banning for road maintenance purposes for any slopes supporting street sections. The easements shall extend 5 feet from the toe of slope to provide adequate access ___/___/___

Grant a storm drain easement along master planned storm drain Line "A" for the benefit of Riverside County Flood Control and Water Conservation District in accordance with their standards. ___/___/___

Prior to the issuance of any certificates of occupancy, the applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFC. Prior to granting any of said easements, the sub divider 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. ___/___/___

K. Public Improvements:

Construct half street improvements in accordance with City standards fronting Gilman Street including street lighting, curb and gutter, access ramps, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping, and any transitions. Curb returns have a 35 foot radius along Gilman Street. Street lights on Gilman Street shall be installed offset of the existing street lights. Where the transverse slope of the existing pavement exceeds 3% the applicant shall remove pavement and join the existing pavement surface. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. ___/___/___

Construct full street improvements for "A" Street through "J" Street in accordance with City Standards including street lighting, curb and gutter, cross gutters and spandrels, access ramps, drive approaches, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping, and any transitions. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. ___/___/___

Construct 24 foot wide secondary access road connecting the cul-de-sac at Wyte Way to the cul-de-sac at 8th Street in accordance with City Standards including asphalt concrete paving, traffic signs and striping, and any transitions. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. The road shall be accessed by drive approaches at the respective cul-de-sacs. ___/___/___

Construct the missing portion of curb, gutter and sidewalk along Gilman Street at the south-westerly end that joins to the knuckle, approximately 150 feet more or less. ___/___/___

Construct drive approach(s) for the properties/utilities accessed from the knuckle at the westerly end of Gilman Street. The applicant shall be responsible for paving the drive ways located within the public right-of-way. ___/___/___

All street improvement design shall provide pavement transitions per Caltrans standards for transition to existing street sections. ___/___/___

L. Grading and Drainage:

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 must 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 (RCFC), RCFC Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed. ___/___/___

Prior to recordation of the final map or approval of the grading plan, the subdivider shall submit a geologic investigation/report for review and approval to demonstrate that the site is not threatened by surface displacement from future faulting in accordance with the Alquist-Priolo Earthquake Fault Zoning Act. Such a report may require building setbacks and/or engineering strengthening that could significantly alter the design of the proposed tentative tract map. The subdivider shall be responsible for the costs associated with the review and approval of geologic investigation/report. ___/___/___

	Completion Date
The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Note: Discharge to the rock and mortar channel (existing Line "A") downstream of project shall not be increased from existing discharge rate.	___/___/___
Design and Construct master planned storm drain system Line "A" within tract boundary in accordance with RCFC design and construction standards.	___/___/___
Design and Construct missing portion of master planned storm drain system Line "A-4" and in accordance with RCFC design and construction standards.	___/___/___
Design and Construct master planned East Gilman Home Debris Basin in accordance with RCFC design and construction standards.	___/___/___
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 westerly of the project.	___/___/___

The applicant shall comply with Chapter 34 *"Stormwater Management and Discharge Controls"* of the Banning Municipal Code (BMC); California Building Code Appendix Chapter 33 *"Excavation and Grading"*; and the State Water Resources Control Board's Order No. 99-08-DWQ. ___/___/___

a) 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.

b) The applicant's SWPPP shall be reviewed and approved by the City Engineer prior to any on-site or off-site grading being done in relation to this project.

c) 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.

d) The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):

   i) Temporary Soil Stabilization (erosion control).

   ii) Temporary Sediment Control.

   iii) Wind Erosion Control.

   iv) Tracking Control.

   v) Non-Storm Water Management.

   vi) Waste Management and Materials Pollution Control.

e) All erosion and sediment control BMPs proposed by the applicant shall be approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project.

f) 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.

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. ___/___/___

A rough grading plan and 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. 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. ___/___/___

Prior to the issuance of a building permit for any building lot, the applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor. Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil. The data shall be organized by lot number, and listed cumulatively if submitted at different times. ___/___/___

All lot drainage shall be directed to the driveway by side yard drainage swales independent of any other lot. ___/___/___

Obtain clearance or approval from the U.S. Army Corps of Engineers, California Department of Fish and Game, Regional Water Quality Control Board, and Riverside County Flood Control and Water Conservation District as required. Comply with all conditions and mitigation measures if so determined and submit copies of all correspondence with the agencies to the Community Development Director and City Engineer.	___/___/___
M. Landscaping:	
Prior to occupancy of the first dwelling unit of the development, an automatic sprinkler system and landscaping shall be installed within the common areas including perimeter slopes. The system shall include a landscape controller, a separate water meter, a separate electric meter, and plantings as approved by the Community Development Director. A homeowner's association shall be responsible for the maintenance and upkeep of the common areas in a manner meeting the approval of the Community Development Director.	___/___/___
Prior to the recordation of the final map, the subdivider shall reserve open space Lots 174 to 178 for granting in fee to a homeowner's association who shall be responsible for their maintenance and upkeep in a manner meeting the approval of the Fire Marshall and Community Development Director. If a particular lot may not be granted in fee, the subdivider shall reserve the necessary rights to maintain the lot(s) as described herein.	___/___/___
N. Traffic:	
The subdivider shall be responsible for the preparation of a Traffic Impact Anaylsis (TIA) in order to identify the fair share part of any improvements that may be required. The TIA shall be prepared in accordance with County of Riverside guidelines.	___/___/___
Prior to the issuance of any certificate of occupancy, all fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street 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 the issuance of a precise grading permit or building permit, the applicant shall submit and obtain approval of the Fire Marshall for the plans for all public or private access roads, streets and courts. The plans shall include plan and sectional views and indicate the grade and width of the access road measured flow-line to flow-line. When a dead-end street exceeds 150 feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the Fire Marshall. Applicable CC&Rs 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 of the Fire Marshall is granted.	___/___/___
Place a two way stop with limit lines along Gilman Street at 8th Street.	___/___/___
Place centerline striping along Gilman Street.	___/___/___
Perform a traffic signal warrant study in accordance with Caltrans standards for the intersection of Wilson Street and 8th Street. If a traffic signal is warranted, the subdivider shall be responsible for constructing the traffic signal at this location prior to occupancy of the 85 single family dwelling.	___/___/___

O. Final Map:

Prior to approval of any Final Map, the applicant shall construct all on-site and off-site improvements in accordance with the approved plans and satisfy its obligations for same, or shall furnish a fully secured and executed Agreement for Construction of Public Improvements guaranteeing the construction of such improvements and the satisfaction of its obligations for same, or shall agree to any combination thereof, as may be required by the City ___/___/___

The applicant shall file an Environmental Constraint Sheet. An Environmental Constraint Sheet means a duplicate of the final map on which are shown the Environmental Constraint Notes. This sheet shall be filed simultaneously with the final map, with the County Surveyor, and labeled ENVIRONMENTAL CONSTRAINT SHEET in the top margin. Applicable items will be shown under a heading labeled Environmental Constraints Notes. The Environmental Constraint Sheet shall contain the statement: THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET. The sheet shall delineate constraints involving, but not limited to, any of the following that are conditioned by the Advisory Agency: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability, and sewage disposal. ___/___/___

Prior to the recordation of final map or the issuance of a grading permit, the applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for a conceptual fuel modification plan and program. Prior to the issuance of any certificate of occupancy, the fuel modification shall be installed and completed under the supervision of the Fire Marshall with an approved plant pallet. The CC&Rs or other approved documents shall contain provisions for maintaining the fuel modification zones, including the removal of all dead and dying vegetation. ___/___/___

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 $5,000.00

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 approval of the Final Map, 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 21-17 & 21-18 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal. ___/___/___

Revisions to the tentative map during plan check including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes which do not alter the design (property rights, number of lots, environmental impact, etc.) may be administratively approved through the plan check process with the mutual consent and approval of the Community Development Director and City Engineer. Final maps shall be amended in accordance with the Subdivision Map Act. ___/___/___

	Completion Date
Prior to approval of any final map the applicant shall identify and include in its improvement plans those routine structural and non-structural Best Management Practices (BMP's) as outlined in Supplement A to the Riverside County Drainage Area Management Plans and any attachments.	___/___/___
A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of Monumentation Bond.	___/___/___
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.	___/___/___
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.	___/___/___
An original Mylar of the final map (after recordation) shall be provided to the City for the record files.	___/___/___

P. Fees:

Plan check fees for final map review, professional report review (geotechnical, drainage, etc.), and all improvement plans review, shall be paid prior to submittal of said documents for review and approval in accordance with the Fee Schedule in effect at the time of submittal.	___/___/___
Public Works Inspection fees shall be paid prior to the scheduling the final map for approval by City Council in accordance with the Fee Schedule in effect at time of time of scheduling.	___/___/___
Water and sewer connection fees including frontage fees and water meter installation charges shall be paid on a per lot basis at the time of building permit issuance in accordance with the Fee Schedule in effect at that time.	___/___/___
A Traffic Signal Mitigation fee shall be paid on a per lot basis prior to issuance of building permits for each lot within the subdivision.	___/___/___
A fee shall be paid to Riverside County Flood Control and Water Conservation District in the amount specified by them to perform plan checking for drainage purposes for the proposed subdivision.	___/___/___

APPLICANT SHALL CONTACT THE FIRE MARSHAL AT, (951) 922-3210, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

Q. Fire Department Developer Fees:

Fees are increased annually and may be different at the time of construction. The fee schedule at the time of plan submittal shall apply.	___/___/___

Residential Dwelling Units - $543.00 per unit +
$ 5.00 per unit Disaster Planning

Plan Check & Inspection - $ 84.00 per unit

R. Fire Hydrants:

1. Prior to construction or renovation, working fire hydrants shall be provided when any portion of any structure exceeds 150 feet from a water supply on a public street. ___/___/___

2. Spacing of fire hydrants shall comply with UFC Appendix III B and the City of Banning Public Works Standards. (maximum 300 feet) ___/___/___
   a.

3. Minimum 6-inch riser, street valve, approved shear valve and blue dot identification marker shall be provided for each fire hydrant. ___/___/___

4. The City standard fire hydrant is the Residential, James Jones #J3700, or an equivalent approved by the Fire Marshal. ___/___/___

5. Fire Hydrants are to be painted by the developer, contractor, etc., prior to the final inspection. (EOS Standard W714) Rustoleum Red, damp proof #769 and two (2) coats of Rustoleum semi-gloss yellow #659, or an approved equivalent. ___/___/___

S. Water Supply:

1. Fire flow shall be established by the Fire Department using the information provided in the UFC Appendix III A. Fire Flow may be adjusted upward where conditions indicate an unusual susceptibility to fire. (minimum 1000gpm for 2 hours) ___/___/___

T. Fire Department Access:

1. Shall be required when any portion of the first story of any structure is more than 150 feet from Fire Department apparatus access. ___/___/___

2. Minimum clearances or widths may be increased when the minimum standards are not adequate for Fire Department access. ___/___/___

3. Surfaces shall be designed and maintained to support the imposed loads of fire apparatus. Surfaces shall have all-weather driving capabilities, including bridges. ___/___/___

4. Minimum quality road surfaces shall be in place prior to combustible materials being delivered to the site. ___/___/___

5. Minimum <u>unobstructed</u> width shall be 20 feet. ___/___/___

6. Minimum <u>unobstructed</u> vertical clearance shall not be less than 13 feet 6 inches.

7. Minimum turning radius shall be 42 feet. ___/___/___

8. All dead-end access roads in excess of 150 feet shall have approved provisions for turning around of fire apparatus. ___/___/___

9. Maximum grade shall be established by the Fire Department. ___/___/___

10. Vehicles shall not be parked or otherwise obstruct the required width of any fire apparatus ___/___/___

access.

11. Two means of ingress/egress shall be provided for emergency vehicles and fire apparatus. ___/___/___

12. The requirements for this segment are covered in UFC Article 9. ___/___/___

U. Premises Identification.

1. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background. ___/___/___

   Residential - 3-1/2" mm. Size

V. Spark Arrestors

1. Chimneys used in conjunction with fireplaces or heating appliances in which solid or liquid fuel is used shall be maintained with an approved spark arrestor. ___/___/___

W. Inspections

1. Inspections shall be requested a minimum of forty-eight (48) hours prior to the time the required inspection is needed. ___/___/___

2. Fee for each inspection is $42.00 per hour per person. Exception, residential inspections are $21.00 per unit per person. ___/___/___

3. Work begun without a permit or without an approved set of plans at the job site will result in a triple fee and/or the work stopped. ___/___/___

X. Hazardous Materials:

The storage, dispensing, use or handling of hazardous materials during construction shall be in accordance with the provisions of UFC Article 80 and UBC Section 307 in addition to all federal, state and local laws or ordinances. ___/___/___

Y. Fuel Modification/Hazard Reduction Plan (Req'd Note for all Maps and Plans)

A "greenbelt" or fuel modification zone will be required along the northern portion of the project. ___/___/___

The Greenbelt/Zone Plan and the provisions for maintenance shall meet the standard developed by the Fire Department. That standard is presented below. ___/___/___

Standard Banning Fire Services Requirements for
"Fuel Modification Zones"
Around Projects in **High Fire Hazard Areas**

Lots that are within planning areas adjacent to open space (Wildland/Urban Interface Areas) will be developed in accordance with a Fire Protection Plan that provides adequate buffering and fuel modification zones consistent with City Fire Department standards. Fuel management zones will be provided as outlined below.

Areas where slopes exceed 30% will undergo trimming and/or clearing of flammable native vegetation for a minimum distance of one-hundred (150) feet from any structure and a minimum distance of seventy-five (75) feet from any property line. No less than fifty (50) feet of these cleared areas will be planted with non-flammable (`wet-zone") vegetation with the remainder remaining clear of trees or large shrubs. The fuel management zones may be reduced through the use of concrete walls as a rear yard edge treatment or as otherwise approved by the City Fire Department. Where residential areas are adjacent to open space areas with slopes not exceeding 30%, a minimum of 100 feet from any structure and a minimum of 50 feet of non-flammable ("wet zone") vegetation must be provided outside of any property line.

The above listed fuel modification zone widths may be increased in areas of extremely steep slopes or where strong winds may influence fire behavior. Fuel modification areas can extend into private lots as long as a Homeowners Association establishes enforceable restrictions related to no additional structures (i.e. garages, barns, storage buildings, wooden decks, patio covers, etc.) within required setbacks. Maintenance of fuel management zones will be the responsibility of either a Homeowners Association, neighborhood association or other appropriate maintenance agency/entity approved by the City of Banning.

Prior to approval of any Tentative Tract Map or Land Use Permit for properties adjacent to wildland interface zones, the project proponent will prepare a Fire Protection Plan for approval by the City Fire Department. The Fire Protection Plan will provide definition of standards, locations, roadway widths, emergency access, design, maintenance, types of vegetation to be used in "wet zones", construction timing, financing and other applicable conditions related to fire protection.

Construction of the buildings that are directly adjacent to the wildland areas must meet the following minimum requirements in addition to other applicable codes:

1. All eaves must be fire protected (i.e. boxed and stuccoed)
2. All attic openings must be screened with a mesh no larger than 1/8 inch.
3. Windows must be dual-paned with aluminum frames.
4. Only non-combustible siding may be used.

APPLICANT SHALL CONTACT THE WATER DEPARTMENT AT, (951) 922-3282, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

Z. Water

1. Submit Water Improvement Plans to the Engineering Division for review and approval. Design water lines throughout and to property boundaries to tract. The proposed new water lines shall connect into the City's water system on Gilman Street. To receive water service without using a hydromatic station, the upper elevation of the highest house pad shall be placed below the 2610 elevation. Also, in some areas of the tract, special seismic design should be considered. ___/___/___

2. All water lines and fitting shall be a minimum of 8-inches in diameter and shall be DIP or 10- gage steel pipes, cement mortar lined & wrapped. Water line easements shall be a minimum width of 20 feet. ___/___/___

3. Fire hydrants shall be installed within and on the tract boundaries as per the approval plans, at a 300-foot maximum spacing. ___/___/___

4. A backflow device must be installed for each irrigation water connection and inc compliance with the State of California Department of Health Regulations. Contact the City of Banning, After Operations Division, prior to installation. ___/___/___

5. A Reimbursement Agreement may be entered into for the proposed constructed and extended water line on Gilman Street that others can use for their benefit. ___/___/___

AA. Sewer

1. Submit Sewer Improvement Plans to the City Engineer for review and approval. Design and construct sewer lines throughout the tract beginning in the vicinity just easterly of proposed Street "A" and Gilman Street and, also, westerly on Gilman Street to the end of the proposed cul-de-sac for Gilman Street. ___/___/___

2. All sewer lines shall be extra strength Vitrified Clay Pipe and the sewer mains shall be a minimum of 8-inches in diameter. Sewer line easements to be a minimum of 20-feet wide and shall have an all weather access cover. ___/___/___

3. A sewer check valve shall be provided for each lot with a finished pad elevation lower than the rim elevation of the immediate up-stream sewer manhole. ___/___/___

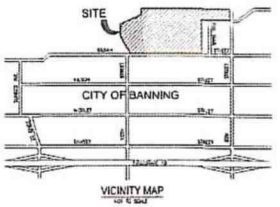
4. A Reimbursement Agreement may be entered into for the proposed constructed and extended sewer line on Gilman Street that others can use for their benefit. ___/___/___

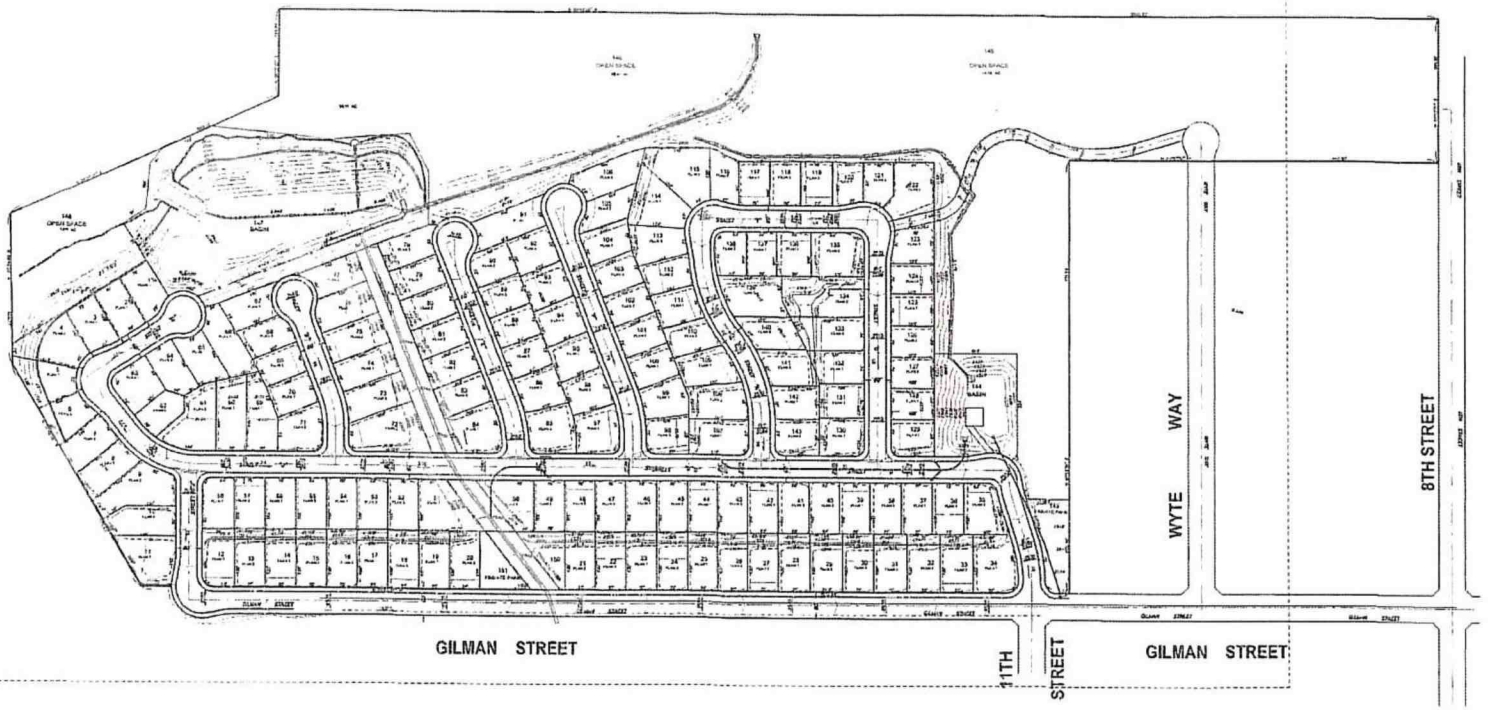
BB. Sewer

1. Water and Sewer Connection Fees and Water Meter Installation charges shall be paid on a per lot basis and per EDU at the time of issuance of building permits, for each lot within this subdivision in accordance with the fee schedule in effect at the time the fees are paid. Also, pay all water and sewer frontage fees, if applicable, and in accordance with the fee schedule in effect at the time the fees are submitted, prior to plan checking proceeding. ___/___/___

TRACT 33540
SITE PLAN EXHIBIT
CITY OF BANNING

RECEIVED
MAR 09 2018
BY





LOT SUMMARY:

RESIDENTIAL LOTS =143
BASIN LOTS = 2
OPEN SPACE LOTS = 3
PRIVATE PARK LOTS = 3

PREPARED BY
Design Drafting
[illegible]

SCALE: AS SHOWN
DATE: 03-20-2017
BENCH MARK: [illegible]

CITY OF BANNING
SITE PLAN EXHIBIT
WITH
OPEN SPACE LOTS

1 OF 1 SHEETS

RESOLUTION 2018-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MODIFICATION AND PHASING OF PREVIOUSLY APPROVED TENTATIVE TRACT MAP NO. 33540 AND DESIGN REVIEW NO. 18-7003. PREVIOUSLY APPROVED TO SUBDIVIDE 65 ACRES INTO 172 RESIDENTIAL LOTS, 3 OPEN SPACE LOTS, 1 FLOOD CONTROL BASIN AND 10 LETTERED LOTS FOR STREETS. THE PROPOSED MODIFICATION IS TO REDUCE THE LOTS TO 143 RESIDENTIAL LOTS, 3 OPEN SPACE LOTS, 3 PRIVATE PARK LOTS, 2 FLOOD CONTROL LOTS AND 9 LETTERED LOTS FOR STREETS IN THE LOW DENSITY RESIDENTIAL (LDR) DISTRICT. THE PROPERTY IS LOCATED NORTH OF GILMAN STREET AND WEST OF WYTE WAY WITHIN APNS 535-070-014, 535-110-002, 006, 011, 012; 535-311-006 THROUGH 023; AND 535-312-001 THROUGH 024.

WHEREAS, on September 26, 2006, the City Council of Banning adopted Resolution 2006-58 adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for Tentative Tract Map 33540, to allow the subdivision of 65 acres into 172 single family residential lots and 3 open space lots within the Low Density Residential Land Use District generally located north of Gilman Street and west of Wyte Way; and

WHEREAS, the applicant has submitted an application for a modification of Tentative Tract Map 33540, a Design Review approval, including phasing for the development of 143 single family residential lots on 65 acres within the Low Density Residential Land Use District. The proposed 7 phases include 21 residential lots, 2 detention basins, 3 open space lots and 1 Home Owners Association lot within Phase 1, 9 residential lots in Phase 2, 5 residential lots in Phase 3, 9 residential lots in Phase 4, 38 residential lot in Phase 5, 37 residential lots in Phase 6 and 24 residential lots in Phase 7. The application has been duly filed by:

Project Owner:	Vintage Stone Eagle, LLC
Project Applicant:	Drew Wilson – Civil Design and Drafting, Inc.
Project Location:	North side of Gilman Street, west of Wyte Way
APN:	535-070-014; 535-110-002, -006, -011, -012; 535-311-006 THROUGH -023, 029; 535-312-001 THROUGH -024; 543-150-007 THROUGH 019
Lot Area:	65 Acres

WHEREAS, the modification of Tentative Tract Map 33540 and Design Review 16-7003 are the subject of this Resolution;

WHEREAS, the Municipal Code allows for the subdivision of 65 acres into 143 single family residential lots ranging in size from 7,000 square feet to 14,000 square feet, subject to the approval of a Tentative Tract Map; and

WHEREAS, on November 30, 2018 the City gave public notice as required under Government Code Section 66451.3 by mailing notices to property owners and advertising in a newspaper of general circulation within the City of Banning of the holding of a public hearing at which the project would be considered; and

WHEREAS, on December 11, 2018 the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Tract Map and at which the City Council considered the Tentative Tract Map; and

WHEREAS, in accordance with the requirements of the California Environmental Quality Act (CEQA), staff analyzed Modifications and Phasing to Tentative Tract Map 33540 and Design Review 18-7003 and determined that, pursuant to CEQA Guidelines Section 15162, Subsequent EIRs and Negative Declarations, a subsequent environmental document is not required.

NOW THEREFORE, the City Council of the City of Banning does resolve, determine, find, and order as follows:

SECTION 1. California Environmental Quality Act (CEQA)

The California Environmental Quality Act (CEQA) Guidelines Sections 15162(a) and 15164(b) set forth the criteria for determining the appropriate additional environmental documentation, if any, to be completed when there is a previously adopted Negative Declaration for the project. CEQA Guidelines, Section 15162(a) and 15164(b) state that when a Negative Declaration has been adopted for a project, no subsequent Negative Declaration shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole public record, one or more of the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Negative Declaration was adopted, shows any of the following:

   a. The project will have one or more significant effects not discussed in the previous Negative Declaration; or

   b. Significant effects previously examined will be substantially more severe than shown in the previously adopted Negative Declaration; or

   c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

   d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous Negative Declaration would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

On September 26, 2006, the City Council adopted Resolution 2006-58 adopted a Mitigated Negative Declaration and Mitigation Monitoring Program in accordance with Public Resources Code Section 21152(a) and CEQA Guidelines Section 15063(b)(2), for Tentative Tract Map 33540.

In accordance with the requirements of CEQA, the City Council considered the Modification and Phasing of Tentative Tract Map 33540 and Design Review 18-7003 and has determined that, on the basis of substantial evidence in light of the whole public record and the criteria pursuant to CEQA Section 15062(a) and 15164(b), no factors listed in CEQA Guidelines Sections 15162(a) or 15164(b) have occurred. The basis of this determination is based on the fact the modifications have reduced the number of residential lots and increased the open space preservation and Design Review 18-7003 had already been identified and addressed. The phasing of the proposed development does not result in any potential environmental impacts or substantial changes in the project. Therefore, no changes to the previously adopted Mitigated Negative Declaration and Mitigation Monitoring Program are necessary.

Pursuant to CEQA and the state CEQA Guidelines, City staff has considered the potential environmental impacts of the Modification and Phasing of Tentative Tract Map 33540 and Design Review 18-7003 (the "Project"). City staff has also reviewed the MND and MMRP prepared for Tentative Tract Map 33540 and adopted by the City Council on September 26, 2006, including the impacts and mitigation measures identified therein. Based on that review, the City of Banning Planning Division has determined that the Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of

substantial importance which shows that the Project will have significant effects not discussed in the prior adopted MND. All potential environmental impacts associated with Tentative Tract Map 33540 and Design Review 18-7003 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant. The City Council has independently reviewed City staff's determination, and based upon the whole record before it, City staff's determination, and its independent review and judgment, finds that that the Project, as designed, is not subject to further environmental review pursuant to the Guidelines because: (1) The Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior MND; and (2) All potential environmental impacts associated with Tentative Tract Map 33540 and Design Review 18-7003 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant. The custodian of records for the prior MND, and all other materials that constitute the record of proceedings upon which the Planning Commission's recommendation is based, is the Planning Division of the City Banning. Those documents are available for public review in the Planning Division located at 99 E. Ramsey Street, Banning, California 92220

Multiple Species Habitat Conservation Plan (MSHCP).

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS

MAP ACT FINDINGS.

In accordance with Banning Municipal Code and Government Code § 66473.1, § 66473.5 and § 66474, the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities, and the City's Single Family Residential Design Guidelines and any other evidence within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. Tentative Tract Map 33540 is consistent and compatible with the objectives, policies, general land uses, and programs specified the City's General Plan in that:

   The General Plan land use designation for the site is Low Density Residential "LDR" which allows project densities from 0 to 5 dwelling units per acre. The proposed Map will result in reduction from 173 single family residential dwelling

to the development of 143 single family residential dwelling units at a density of 2.2 units per acre. This density level within the range permitted under the General Plan land use designation for this site. One of the primary goals stated in the Land Use Element of the General Plan is that existing neighborhoods be preserved and enhanced (Goal 1). The proposed Map serves to achieve this objective through the development of single family residential lots and supporting infrastructure while maintaining the City's scenic and cultural resources for the enjoyment of existing and future residents. Specifically, the open space at the base of the slop/ridge has been preserved as open space. This area will be maintained in perpetuity by a Home Owners Association. The lots are expected to be used for detached single-family homes, a use allowed in the General Plan. Further the project serves to achieve Goal 1 of the General Plan Circulation Element, the development of a safe and efficient transportation system. Gilman Street, the primary access for the project, as well as all internal streets will meet the street designation depicted in the City's General Plan (local streets). Further all streets have been reviewed by the Engineering/Public Work's Department to ensure proper design standards. Considering all of these aspects, the proposed Map furthers the objectives and policies of the General Plan and is compatible with the general land uses specific in the General Plan.

2. The design and improvement of the subdivision proposed under Tentative Tract Map 33540 is consistent with the City's General Plan in that:

   The proposed subdivision has been designed to meet City standards, which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards.

3. The site is physically suitable for the type of development proposed under Tentative Tract Map 33540, in that:

   The site is generally rectangular in shape and slopes from the northwest to the south east, and consists of 65 acres. The site is not located within a flood plan. The project is located within an Alquist Priolo special studies zone, seismic and geologic reports have been generated and a "no build zone has been established. No structures or residential lots are proposed for this zone.

4. The site is physically suitable for the density of development proposed under Tentative Tract Map 33540, in that:

   The site is generally rectangular in shape, relatively flat, and slopes from the northwest to the southeast and consists of 65 acres. The subdivision designed has been reduced to accommodate the development of 143 (e.g. single family residential dwelling) units considering the shape and topography of the site. The project as proposed has a density of 2.2 units per acre. According to the density

ranges provided in the Land Use Element of the City's General Plan for the Low Density Residential (LDR) land use designation and in the City's Zoning Ordinance for the LDR zone, a density of 0-5 units per acres is appropriate for a site of this size and configuration.

5. The design of the subdivision and improvements proposed under Tentative Tract Map 33540, is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat in that:

   A portion of the site contains a cemetery; the balance of the site is vacant with the exception of some remnant foundations from the previously occurring Indian School on the property. A biological assessment was conducted on the proposed project site. The study included records searches as well as surveys. The general biological survey found that the majority of the habitat on the site consists of non-native grasslands. The on-site survey identified 49 common species on the site. The northern edge of the site is foraging habitat for avian species and provides a corridor for wildlife, and will be preserved as open space. A preliminary assessment for burrowing owl habitat was completed as required by the Riverside County Multi-Species Habitat Conservation Plan (MSHCP). The site was found to contain suitable habitat for the species, however, no birds were observed. A mitigation measure has been included which requires a protocol survey for burrowing owl to be completed 30-days prior to the issuance of grading permits. Should burrowing owls be located on site, a biologist shall submit recommendations for relocation of the animals to the Planning Department for review and approval. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. This determination is based on the Biological Assessment conducted by Pacific Southwest in November 2004 and the City's General Plan. In addition, this project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

6. The design of the subdivision and improvements proposed under Tentative Tract Map 33540, is not likely to cause serious public health problems in that:

   The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Storm water runoff management and controls. In addition, the design and construction of all improvements for the subdivision has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare. Finally, the proposed street system throughout the subdivision will improve emergency vehicular access and in the immediate neighborhood.

7. The design of the subdivision and improvements proposed under Tentative Tract Map 33540, will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision in that:

   No easements of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any such easements.

8. The design of the subdivision proposed Tentative Tract Map 33540, adequately provides for future passive or natural heating and cooling opportunities in the subdivision in that:

   Taking into consideration local climate and the existing contour and configuration of the site and its surroundings, the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit orientation of structures in an east-west alignment for southern exposure, or to take advantage of natural shade, or to take advantage of prevailing breezes.

SECTION 3. REQUIRED FINDINGS:

REQUIRED FINDINGS FOR DESIGN REVIEW No.18-7003:

Section 17.56.050 of the City of Banning Zoning Ordinance requires that Design Review applications meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of Design Review No.18-7003:

Finding No. 1: The proposed use is consistent with the General Plan;

Finding of Fact: Design Review No.18-7003 is consistent with the General Plan Land Use Element's Residential Goals, Policies and Programs which, Goal 1 states to "Preserve and enhance the City's neighborhoods" and Goal 2 states to have *"A broad range of housing types to fill the needs of the City's current and future residents."* The proposed residential development is consistent with the City Council strategic plan relating to Economic Development Strategy I, in that development of the subdivision is expected to contribute to achieving a stable and diversified economy within the community. The construction of the proposed tract will generate property and sales tax revenues to the City which will help offset the provision of services to the project residents.

Finding No. 2: The proposed project is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.

Finding of Fact: The proposed project, the construction of 143 single family residential units and associated improvements in the Low Density Residential Land Use District, is consistent with the Zoning Ordinance and development standards as the subdivision meets or exceeds the Zoning Ordinance development standards for the LDR Zone as to lot width, lot depth, setbacks and building height and provides public improvements that meet City standards. Additionally, all other standards and design guidelines have been considered.

Finding No. 3: The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards. Public Roadway improvement dedications have already been taken.

Finding of Fact: The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Storm water runoff management and controls. In addition, the design and construction of all improvements for the subdivision has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare. Finally, the proposed street system throughout the subdivision will improve emergency vehicular access and in the immediate neighborhood

Finding No. 4: The design of the proposed project is compatible with the character of the surrounding neighborhood.

Finding of Fact: The proposed project is generally rectangular in shape, relatively flat, and slopes from the northwest to the southeast and consists of 65 acres. The subdivision designed has been reduced to provide more open space and accommodate the development of 143 (e.g. single family residential dwelling) units considering the shape and topography of the site. The project as proposed has a density of 2.2 units per acre. According to the density ranges provided in the

Land Use Element of the City's General Plan for the Low Density Residential (LDR) land use designation and in the City's Zoning Ordinance for the LDR zone, a density of 0-5 units per acres is appropriate for a site of this size and configuration in an area which is relatively quiet.

SECTION 4. CITY COUNCIL ACTION:

The City Council hereby takes the following action:

1. Adoption of Resolution 2018-149 to approve:

   a. Findings, in accordance with Public Resources Code Section 21152(b) and CEQA Guidelines Section 15162(a), that the project, as designed, is not subject to further environmental review pursuant to CEQA Guidelines Section 15162(a) because: (1) The project and the circumstances under which the project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the project does not involve new information of substantial importance which shows that the project will have significant effects not discussed in the prior MND adopted for Lot Split Tentative Tract Map 33540; and (2) All potential environmental impacts associated with Tentative Tract Map 33540 and Design Review 18-7003 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant; and

   b. Modifications and Phasing of Tentative Tract Map 33540 and Design Review No. 18-7003, in accordance with the plans attached and Conditions of approval attached as Exhibit B, Exhibit C. subject to the attached Conditions of Approval:

PASSED, APPROVED AND ADOPTED this 11th day of December, 2018.

Arthur L. Welch, Mayor
City of Banning 12/14/18

ATTEST:

Laurie Sampson, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-149 was duly adopted at a regular meeting of the City Council of the City of Banning held on the 11th day of December, 2018, by the following vote, to wit:

AYES: Council Members Andrade, Happe, Peterson, Wallace, and Mayor Welch

NOES: None

ABSENT: None

ABSTAIN: None

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Robinson, Electrical Engineering Supervisor**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-196, Approving the Professional Services Agreement for the City of Banning Broadband Feasibility Study**

RECOMMENDATION:

Adopt Resolution 2023-196.

BACKGROUND:

The California Public Utilities Commission ("CPUC") has established Local Agency Technical Assistance ("LATA") grants to "support tribes and local agencies in their efforts to expand broadband service to unserved and underserved Californians." Funding from LATA grants is intended for planning work that will facilitate high-speed broadband infrastructure projects.

High-speed and reliable broadband services, generally defined as meeting or exceeding symmetrical 100 Mbps download and upload speeds, are currently unavailable to eastern parts of the City of Banning ("City") and in current and future development areas. The latest census data shows that the City's median household income is among the lowest in Riverside County at $42,274, 58 percent less than the median County income of $73,260 in 2019. According to the 2016-2020 U.S. Census, more than 6,400 Banning residents do not have reliable broadband access. The overarching goal of this feasibility study is to enable digital inclusion by providing affordable, easily accessible, high-performance, broadband service to Banning residents and businesses. The City applied for a LATA grant in September 2022 and was awarded funds in November 2022.

In October 2023, the City solicited Requests for Proposals (RFPs) for the Broadband Feasibility Study. The proposals have been evaluated and staff has submitted a recommendation for award which has been included in Resolution 2023-191.

JUSTIFICATION:

The City is committed to establishing a solid foundation to assess how to provide this essential broadband service to unserved and underserved residents and businesses. The LATA grant and broadband feasibility study will enable the City to address broadband capacity and connectivity concerns critical to the City's growth and future economic resiliency and make informed decisions related to workforce retention and economic growth and help retain and attract businesses to Banning's growing population and economy.

In addition, expanding the broadband network will improve operations and the quality of services rendered by City facilities with telecommunication and Supervisory Control and Data Acquisition (SCADA) communication systems specifically for water, wastewater, and electric utilities.

FISCAL IMPACT:

The City was awarded grant funds in the amount of $300,000 from the CPUC to complete the broadband feasibility study. The professional services agreement will be awarded in the amount of $220,000.

ALTERNATIVES:

1. Adopt Resolution 2023-196 as recommended.
2. Do not approve Resolution 2023-196 and return grant funds to the CPUC.

ATTACHMENTS:

1. Resolution 2023-196, LATA Grant.docx
2. C00949 - CTC Broadband Feasibility Study.pdf
3. City of Banning award letter LATA.pdf

RESOLUTION 2023-196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH CTC TECHNOLOGY AND ENERGY FOR THE CITY OF BANNING BROADBAND FEASIBILITY STUDY AND APPROVING THE APPROPRIATION OF $220,000 FROM THE ELECTRIC FUND TO BE REIMBURSED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION GRANT FUNDS FROM THE LOCAL AGENCY TECHNICAL ASSISTANCE (LATA) GRANT PROGRAM

WHEREAS, City of Banning is a general law municipality governed by elected city council members; and

WHEREAS, the State of California has allocated funds to the California Public Utilities Commission (CPUC) to establish Local Agency Technical Assistance (LATA) grants to support local agencies in their efforts to expand broadband service to unserved and underserved Californians; and

WHEREAS, the California Public Utilities Commission has approved a grant to the City of Banning in the amount of $300,000 in grant funds; and

WHEREAS, staff solicited a request for proposals (RFP) for the City of Banning Broadband Feasibility Study. Staff received the bids, conducted bid evaluations, and recommended CTC Technology and Energy for award of the contract in the amount of $220,000; and

WHEREAS, the funds will support feasibility studies, market analysis, and high-level network designs to analyze the current market, identify needs, quantify demand, calculate costs, estimate fees, and provide recommended project parameters and strategies to support projects within several unserved and underserved areas in Banning; and

WHEREAS, the City will require appropriation from the Electric Fund to fund this agreement which will be reimbursed from the LATA grant funds for expenses related to this agreement.

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 CTC Technology and Energy for the City of Banning Broadband Feasibility Study in the amount of $220,000, and authorizes the City Manager to sign said agreement.

SECTION 2. The City Council authorizes the City Manager, or his designee, to make all 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 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-196, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement C00949 with CTC Technology and Energy for the Broadband Feasibility Study

AGREEMENT FOR PROFESSIONAL SERVICES (C00949) FOR THE BROADBAND FEASIBILITY STUDY BY AND BETWEEN CITY OF BANNING AND COLUMBIA TELECOMMUNICATIONS CORPORATION DBA CTC TECHNOLOGY AND ENERGY

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 Columbia Telecommunications Corporation dba CTC Technology and Energy, a Maryland Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of a Request for Proposals (RFP No.23-042), the performance of the services for the Broadband Feasibility Study 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
Joanne Hovis	President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Two Hundred Twenty Thousand Dollars ($220,000.00) (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 December 31, 2024, 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: Brandon Robinson City's Electric Engineering Supervisor City of Banning 99 East Ramsey Street Banning, California 92220 Email: brobinson@banningca.net
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Joanne Hovis President Columbia Telecommunications Corporation dba CTC Technology & Energy 10613 Concord Street Kensington, Maryland 20895 Email: info@ctcnet.us

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		CONSULTANT	
Douglas Schulze, City Manager	Date	NAME: TITLE:	Date
		NAME: TITLE:	Date
ATTEST:			
Caroline Patton Deputy City Clerk	Date	Tax ID No. Address:	
APPROVED AS TO FORM: Richards, Watson & Gershon			
Serita R. Young City Attorney	Date	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 Broadband Feasibility Study prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

1. Statement of Understanding and Approach

Scope of Work

In this proposal we describe how we will carry out, based on our decades of experience, a comprehensive municipal broadband feasibility study for a deployment that could be executed in phases, which could start with infrastructure intended to address specific digital equity goals communicated by the City but with the ultimate goal of a full City deployment. The plan will include analysis of the existing assets and conditions, development of the technical architecture centered on a fiber-to-the-premises (FTTP) design, a robust investigation of financial, operating, and business models, and the selection of a preferred model based on the City's key policy goals and a thorough evaluation of the project business case. The CTC Team is made up of national leaders with experience structuring and implementing complex broadband transactions in innovative and cost-effective ways.

In this proposal and as the City's advisors, we will focus on clarifying and then carrying out the required core tasks to give the City and its stakeholders the answers they seek about the feasibility of a municipal broadband deployment as well as a comprehensive analysis of alternative approaches to meet the City's goals.

Task 1: Analysis of existing conditions

We believe it is essential to design the infrastructure as one cohesive plan and to coordinate analytical tasks accordingly. To ensure our proposal and approach supports the development of that cohesive plan, we have organized the high-level task structure accordingly and effectively merged Task 1 and 2 as described in the RFP with respect to the analytical tasks. Although the outline differs somewhat from the solicitation, we confirm that we will cover tasks included in Tasks 1 and 2 in the RFP as they relate to the data collection and analysis informing the high-level design of the infrastructure.

At the core of our analytical work will be the development of a specific, detailed, and actionable plan focused on studying the feasibility, costs, and alternatives for extending fiber optic broadband throughout the City of Banning, using an approach that first serves priority unserved and underserved locations; expands the broadband network to serve City facilities (specifically water, wastewater, and electric utilities); and ultimately extends to all residential and business addresses in the City.

The plan will include a candidate technical architecture and high-level design, cost and revenue analysis, an assessment of relevant City and non-City assets (poles, conduit, fiber optic cables), and an evaluation and explanation of related technical, financial, business, and operating structures and options.

Subtask 1a: Facilitate a project initiation meeting

To start the engagement, we will conduct a strategy session with City officials and their invited stakeholders. We will discuss the scope of work and expected deliverables, confirm project goals and objectives, review relevant maps and documents, establish project parameters for each phase of the feasibility study, and address the project team's primary questions and concerns.

The strategy session will enable us to understand the City's long-term vision more fully and refine our timeline based on the City's feedback. We will also seek guidance on any potential hurdles or areas of concern. Furthermore, we view the strategy session as an opportunity to discuss best practices in broadband and FTTP deployments.

Prior to the meeting we will circulate an information request. Specific meeting agenda items will include:

- Team introductions and identification of project stakeholders
- Review of project plan, schedule, key milestones, and deliverables
- Scheduling of regular meetings with City staff and discussion of plans for stakeholder meetings
- With reference to the information request, sharing of any relevant maps, datasets, and documents from the City to the CTC Team
- Review of any data that the City has regarding the internet market and internet demand
- Review of the Federal Communication Commission's National Broadband Map data regarding the City of Banning
- Collection of any data the City has received about plans by service providers to initiate or expand service within City limits
- Discussion of priorities regarding broadband data collection
- Discussion of the value of broadband to local governments, economies, community needs, and digital inclusion
- Discussion of anticipated City roles in project and future fiber deployment
- Collect any other data relevant to the study as identified by the City or the CTC team

Following the project initiation meeting and delivery of the necessary data and documents for the Team to commence its work evaluating options, we will establish a schedule with regular check-in calls between the City and the Team to discuss issues and progress on the deliverables on an ongoing basis. As required, we will provide the schedule to be used for detailed billing of project milestones to the City.

Subtask 1b: Conduct stakeholder engagement and public outreach, including surveys

We will conduct stakeholder and community outreach to gather qualitative input and insight into the data we collect on the City's broadband needs.

Facilitate stakeholder meetings

We will facilitate five meetings with stakeholders selected by the City to gather diverse perspectives about broadband gaps facing Banning and to solicit the stakeholders' ideas for solutions and potential partnerships. In our experience, these stakeholder sessions can also encourage consensus and support for the City's plans.

We anticipate working with staff to gather information regarding what options have been discussed. CTC will also plan to engage with City officials, school district representatives, healthcare practitioners, and representatives from civic, businesses, and nonprofit organizations who have an awareness of and involvement in broadband issues and needs within the region.

In advance of these meetings, we will prepare and disseminate an information request and questionnaire intended to maximize the value of the discussions. We assume the City will identify and invite the participants and will be responsible for managing meeting logistics (including by providing a teleconference or videoconference platform). We may request permission from attendees to record the discussions.

For business stakeholder engagement efforts, CTC will prepare an information request and, if the City requests it, facilitate a stakeholder meeting with business leaders in Banning. The purpose of the information request and meeting will be to:

- Learn from businesses whether they are able to get fiber connections and services that meet their current and future needs at prices they consider reasonable;
- Determine whether Banning businesses consider poor internet service a hindrance to their investment decisions in any part of Banning; and
- Specify which areas of Banning, if any, are less attractive for investment as a result of poor service availability.

CTC will prepare the information request and review it with the City. Either CTC or the City will send the request to a list of business stakeholders provided by the City. If the City chooses to convene the meeting, CTC will staff the meeting and facilitate the discussion.

The report will summarize data provided by the business stakeholders in their written responses to the questions, whether those provided before or after the meeting.

Collect supporting evidence of broadband service gaps

We will also seek to collect standardized speed test results from City households with a particular focus on identifying areas where broadband service is problematic. To that end, we will host, operate, and maintain a proprietary speed test website for three months. The sample screenshot below illustrates the online tool.

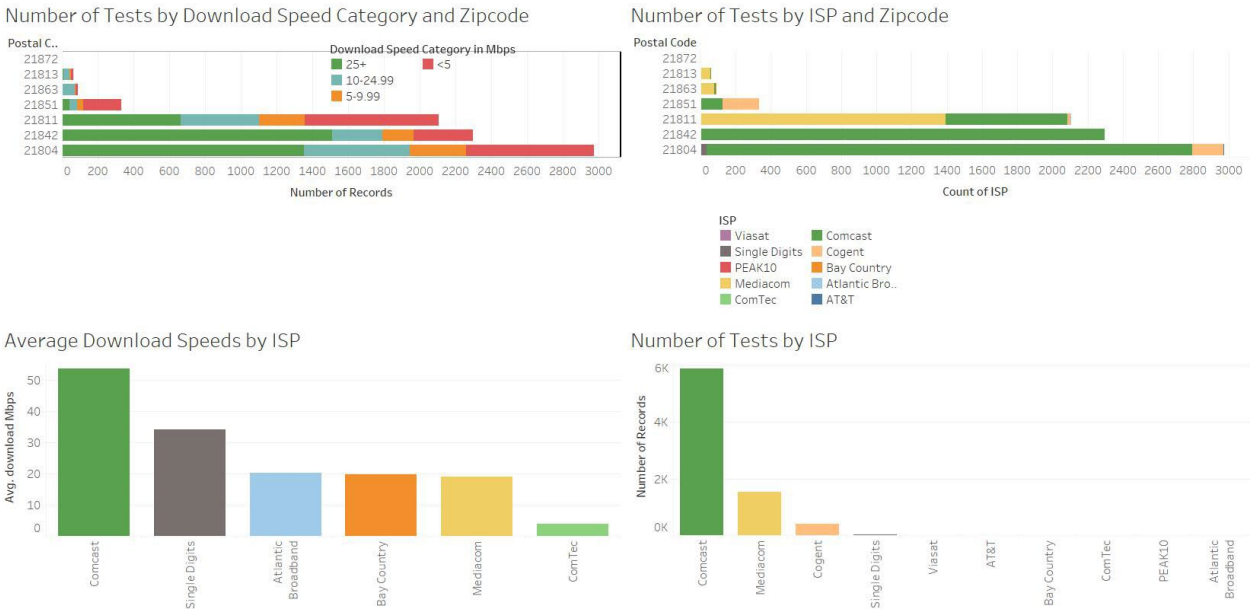
Figure 1: Sample Speed Test Website

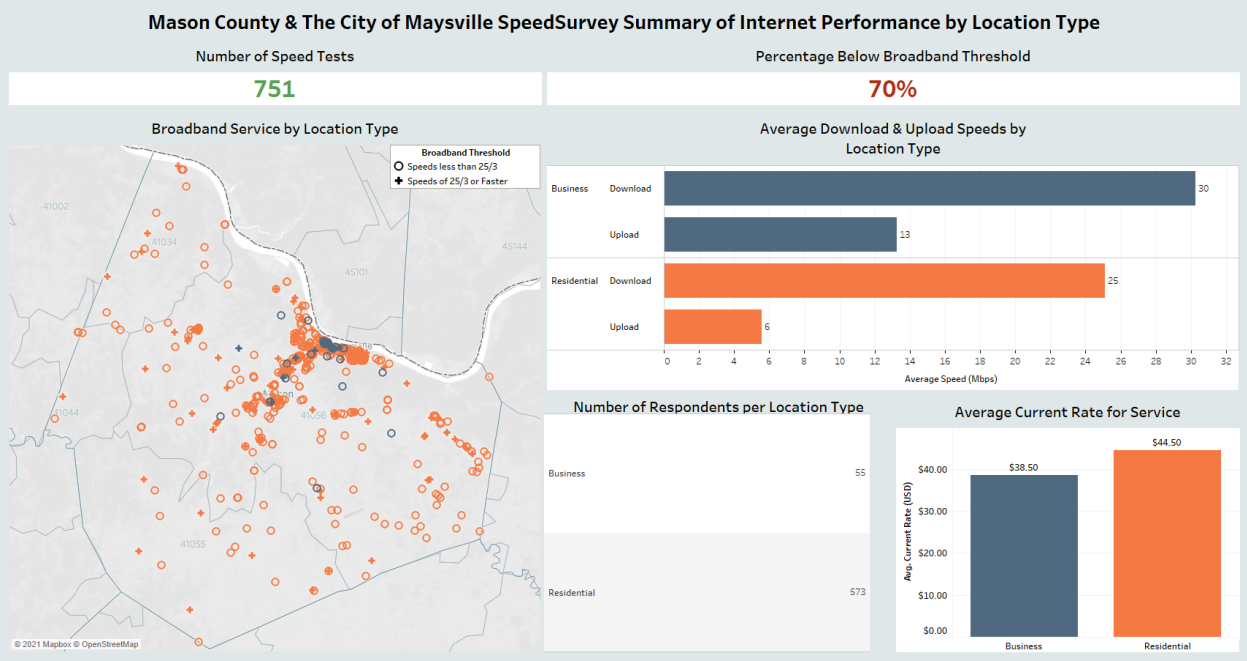


Our specific tasks will include the following:

1. Prepare draft questions to be included on the speed test website (i.e. survey); review text and layout with the City before the test goes live
2. Develop and launch the online speed test website (subject to our standard terms of use for our proprietary online tool)
3. Host the broadband speed test, which we assume the City will regularly publicize on its website, through social media platforms, and in other ways it communicates with the public—with a goal of encouraging high levels of participation among members
4. Collect data submitted by respondents who run the speed test, with a focus on identifying areas where incumbent services are slow (and, by overlaying those data with demographic data, identifying where affordability may be a significant issue for members)
5. Collect data submitted by respondents who indicate they lack broadband service
6. Prepare data reports that illustrate broadband service gaps (including maps and graphs such as the following, which represent data collected for another client)

Figure 2: Sample Speed Test Reporting





CTC will maintain a shared, cloud-based MySQL database to store the test results. CTC will host the speed test using Amazon Web Services (AWS). We will prepare maps and data analysis to support our strategic recommendations. We note that we cannot guarantee a participation level.

Perform Market Analysis by aggregating existing data and Conducting a Phone Survey

To better understand and address broadband capacity and connectivity concerns critical to Banning's growth and future economic resiliency, we will first aggregate and describe any existing insights into the Banning broadband marketplace, then conduct a phone survey to a random sample of City phone numbers.

The phone survey will consist of a random sampling of the entire Banning population to obtain detailed and timely data relevant to help City leaders make informed decisions related to workforce retention and economic growth. The survey will include a core set of questions about broadband services, adoption, and use. The survey will also ask questions about the growing need within the City of Banning for broadband availability to enable families working and schooling from home to access reliable, high-speed internet that multiple users can access simultaneously. We will review the proposed survey instrument with the City for its approval before finalizing.

Because the survey results may under-represent lower-income Banning residents or other groups (because participation in surveys frequently aligns with age, education, and income level) our analysis will include weighting of results to census-based demographic data in an effort to correct for these factors, if needed.

We will obtain the survey phone list from Data Axle. Alternatively, if the City has a reliable database of phone numbers, the random sampling can be drawn from that database.

Subtask 1c: Assess the availability of broadband services

In this task, we will seek to determine what ISPs are active in the area, what services are available, and what residents and businesses pay for varying levels of service. We will explore not just starter and enticement pricing, but also the actual pricing for established customers. Our assessment will include developing a list of current broadband providers and their costs for services, based on publicly available information. We will also evaluate available FCC Form 477 data and other indicators of services in the City's service area.

Ideally, we will be able to use this multi-step analysis to develop a map that visually approximates what kind of services are available in each part of the service area—to supplement and confirm the results of our desk survey. We approximate this inventory based on service and pricing information because the industry does not share data on its infrastructure. We will make highly educated estimates, based on our experience, of competition gaps, affordability gaps, and service gaps. Taken together, these issues and service gaps will drive the development of a strategy and roadmap for future initiatives.

Task 2: Develop High-Level Engineering Design and Technical Assessment

Drawing on the information gathered in previous tasks and discussions with the City, our desk surveys, and GIS maps and other data from the City and from any information provided by other potential partners, the CTC Team's engineers will prepare a system-level design and cost estimate for the FTTP network ultimately connecting all residents and businesses at all addresses in Banning.

We will not be providing a blueprint-level network design at this stage of the project. Rather, we will be providing an analysis of existing infrastructure, a conceptual design, high-level maps, and a system-level overview of the potential infrastructure—which in turn will become a roadmap for financial analysis and business modeling, and for future decisions (potentially including detailed engineering and contracting with private sector service providers).

These designs will enable us to analyze the costs and potential operational implications of future network deployments—and will give the City options as to what level of deployment it wants to pursue. Our baseline approach will be the deployment of FTTP, offering the greatest degree of scalability and futureproofing at the physical layer with decades of useful lifespan through multiple equipment refresh cycles. Our designs will take into consideration required redundancy of backbone and distribution electronics and hub facilities necessary to meet specified service level agreement (SLA) parameters, as will operating cost models around fiber repairs, network monitoring, and equipment replacement.

We will include in our engineering analysis any existing infrastructure (including utility poles, fiber and conduit, but also rights-of-way access and locations for network hubs and other necessary infrastructure) that we believe the City can use to support fiber deployment and potentially reduce overall investment cost. As required in the RFP, designs presented for specific areas within the City shall include contingencies for any access, right-of-way or obstructive issues with proposed modifications of infrastructure routing.

Supporting documentation will include summary tables of key project metrics generated for cost estimation purposes, including estimated fiber plant mileage number of sites connected, and anticipated

percentages of aerial versus underground construction. Additionally, CTC will provide a narrative to explain key construction characteristics that impact the cost estimates.

Our intent is that the cost estimates will allow the City of Banning to inform cost estimates for detailed engineering, as well as to properly scope construction according to budgetary constraints.

As is typical in this phase of a fiber construction project, the cost estimates will not be based on a detailed design, environmental assessment, or geotechnical analysis of soil composition. As a result, actual costs may vary due to unknown factors, including costs of private easements and the presence of subsurface hard rock. We will incorporate suitable assumptions to address these items based on our experience.

All of our network design work will be conducted or overseen by licensed professional engineers.

Task 3: Alternative Analysis and Recommended Course of Action

To assist the City in its decision-making with the project, CTC will conduct alternative analyses for the City of Banning in coordination with the Project Manager and other City of Banning personnel. We will develop business and ownership model options for the City's consideration; evaluate potential funding opportunities; and build custom recommendations.

Subtask 3a: Develop business and ownership models

Our first step in the analysis of business and ownership model options will be to identify and compare relevant past examples in other US cities. We will provide examples of working business models both for digital equity and Citywide broadband elsewhere that are relevant in size and complexity to Banning that could serve as examples. We will also provide examples of unsuccessful models and how lessons learned from those projects may help inform the City's decision-making.

Although many variations exist, the following represent the archetypal business and ownership models that we expect to analyze:

- City-owned, City-financed and City-operated model
- City-owned, City-financed and partner-operated model
- City-owned, partner-financed and partner-operated model

In addition to variations to these archetypal models, we may also analyze hybrid models, which may include a model in which the City and a partner jointly finance the project and/or a model in which the City and a partner share certain operational obligations, such as responsibility for repairs if it is believed that the City can perform the task more cost-effectively.

Once we have completed our analysis of different business and ownership models, we will present to the City the benefits and drawbacks of each option in terms of costs, revenue, risk, and potential legal and

regulatory issues of each model. Furthermore, we will identify the preferred model that best aligns with the City's policy priorities.

Subtask 3b: Evaluate Funding Opportunities

We will provide the City with information about current federal and state grant and loan programs for which it might be eligible (alone or in partnership with a private entity).

Public sector broadband network deployments reflect both an ambitious vision and often a public commitment to financing ubiquitous broadband access. Many local governments have pursued grants or loans, taken out bonds, or otherwise sought funding for construction of publicly owned fiber networks.

We will help the City develop realistic options for Federal, State, or regional funding. We will draw on our hands-on knowledge of broadband funding opportunities and our ongoing research in this area—particularly the many broadband funding allocations in the American Rescue Plan Act, the Infrastructure Investment and Jobs Act —to conduct a high-level evaluation of existing and pending state and federal grant programs that the City, a partner, or a combination of applicants might consider. Our goal in this task is to help the City of Banning determine whether there is a path toward at least partial funding for both last mile and middle mile broadband deployment.

CTC can also evaluate Federal subsidy programs such as the Affordable Connectivity Program and offer suggestions on creating a municipal subsidy program. As an optional service, CTC could provide guidance on managing the City's municipal subsidy program fund. If requested, this service would be added as an additional service to the scope of work.

Subtask 3c: Draft Recommendations

The course of action developed from the data and analysis of the previous tasks may include, but not be limited to policies and procedures; financing considerations; marketing and outreach strategies; consideration of emerging technologies and other factors that may affect preset buildout and future expansion; evaluation of life cycle costs of broadband equipment and technology; costs for phased design and construction of specific infrastructure; technical support and long-term staffing recommendations; and potential revenue.

As mandated by the RFP, the strategy will include the requirement of strong labor standards, including project labor agreements and community benefits agreements, which offer wages at or above the prevailing rate and include local hire provisions, and a description of the City of Banning's workforce plans and practices.

We understand the level of detail provided within the analysis and recommended course of action may lead to the conception of engineering/construction plans to be used for future construction projects of high-speed, last-mile broadband infrastructure to communities, households, and businesses in specified project areas. Any engineering/construction plans presented shall include contingencies for any access, right-of-way or obstructive issues with proposed modifications of infrastructure routing.

Task 4: Develop Final Feasibility Study for City of Banning

This feasibility study will assess the City's ability to create shovel-ready, last-mile, detailed network designs to connect the unserved and underserved community to fast, reliable broadband service that meets up-to-date bandwidth requirements, and provides open access and 24/7 customer support.

It will also include an assessment of the City's ability to pursue and complete construction projects related to the buildout of Banning's broadband network, as the LATA Grant will not fund any construction. We understand the engineering plans generated as a result of this study are expected to be used for future construction projects funded by other anticipated state and federal funding.

We will provide the City with an electronic draft of our report, which will include a concise narrative supported by tables, graphics, and maps as appropriate. We will incorporate feedback from the City's reviewers and deliver an electronic version of the revised final report, which will serve as the starting point for the implementation plan discussed below.

The study will include, but not be limited to, the list of topics in the RFP:

A. Executive Summary
B. Findings
C. Recommendations/Next Steps
D. Market Analysis
    1. Providers, Products, and Price Research
    2. Surveys/Interviews/Speed Tests
    3. Broadband GAP Analysis
E. Engineering Design and Cost
    1. Existing Provider Analysis
    2. Network Design
    3. The Technology
    4. Competing Technologies
F. Financial Projections
    1. Services Considered
    2. Financial Assumptions
    3. Expense Assumptions
    4. Financial Results
G. Other Issues
    1. Funding for Broadband Networks
    2. Securing Local Buy-In
    3. Benefit/Risk Analysis
H. Summary of the Residential Survey
I. Summary of Financial Results

In coordination with the City of Banning, CTC's draft will include the requirement of strong labor standards, including project labor agreements and community benefits agreements, which offer wages at or above the prevailing rate and include local hire provisions, and a description of the City of Banning's workforce plans and practices.

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 following tasks ("Tasks") at the rates stated in Exhibit C-1.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

ctc technology & energy
engineering & business consulting

Proposed Cost in response to City of Banning RFP-23-042 – Broadband Feasibility Study

CTC Technology & Energy proposes to provide the services outlined in the scope of work for the fixed-fee total of $220,000.

CTC anticipates that all work conducted will be performed remotely, and any request by the City of Banning to provide onsite services will be billed separately.

Local travel (as required) is billed at current standard mileage rates. Non-routine expenses and long-distance travel are recovered at direct cost without mark-up.

As mandated in the RFP, we understand that if CTC is charging travel costs, the charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

If the City of Banning requests additional services, outside of the agreed-upon scope of work, CTC will be compensated on a time and material basis. For those services, the CTC team will bill at the following hourly rates:

Labor Category	Hourly Rate
Subject Matter Expert/Expert Testimony	$425
CTO/Director of Business Consulting	$325
Principal Analyst / Engineer	$300
Senior Analyst / Engineer	$275
Staff Analyst / Engineer	$250
Broadband Help Desk Manager	$225
Broadband Help Desk Aide II	$98
Broadband Help Desk Aide I	$65

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Project Schedule and Deliverables

In the following chart we present an anticipated project timeline according to the minor reordering of the Tasks as presented in this proposal. The timeline assumes active engagement and cooperation from the City, including the expeditious delivery of key documents and information and the timely review of deliverables. Some steps depend on the City to make decisions.

We note that some tasks could take weeks to plan and execute; a phone survey takes three to four months from start to finish; and the development of business models depends on the completion of prior technical, design, and cost estimation work having a significant scale.

Based on our decades of experience with similar projects, we believe this timeline is aggressive but also achievable. With that said, if we find during the course of the work that alterations to this schedule are in the best interests of the City, we will propose changes and, if the City agrees, revise the schedule accordingly.

Tasks	Deliverable Milestones	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Task 1: Analysis of existing conditions										
Subtask 1a: Facilitate a project initiation meeting	Detailed Schedule of Activities									
Subtask 1b: Conduct stakeholder engagement and public outreach, including surveys	Technical memo on data									
Subtask 1c: Assess the availability of broadband services										
Task 2: Develop High-Level Engineering Design and Technical Assessment	Draft and Final Technical Assessment Report									
Task 3: Alternative Analysis and Recommended Course of Action										
Subtask 3a: Develop business and ownership models										
Subtask 3b: Evaluate Funding Opportunities										
Subtask 3c: Draft Recommendations	Draft and Final Technical Assessment Report									
Task 4: Develop Final Feasibility Study for City of Banning	Final Feasibility Study for the City of Banning									

PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

November 23, 2022

Tom Miller
tmiller@banningca.gov
City of Banning

Dear Tom Miller,

Congratulations! The California Public Utilities Commission is pleased to inform you that the City of Banning's application for Local Agency Technical Assistance grant funding for City of Banning Broadband Expansion Feasibility Study in the amount of up to $300,000.00 has been approved.

Pursuant to Decision (D.) 22-02-026, Staff is authorized to approve applications that meet all the criteria for Ministerial Review. Your application was received on September 1, 2022 and was posted on the CPUC's Local Agency Technical Assistance webpage. Staff reviewed your application and determined that your application is eligible for a grant and meets eligibility criteria for Ministerial Review.

The award is predicated on the City of Banning's agreement to provide technical assistance as detailed in its application. In its application, the City of Banning agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A Consent Form binding your organization to the terms of the grant and 2. A State of California Government Agency Tax Payer ID Form for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to **Brewster Fong** (Brewster.Fong@cpuc.ca.gov). and/or refer to the Grantee Administrative Manual, available at https://bit.ly/CPUCLATA.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,



Robert Osborn
Director
Communications Division

ATTACHMENT 1

Requirements

The grant award is predicated on the City of Banning's agreement to provide technical assistance as detailed in its application. In its application, the City of Banning agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed $500,000 per local agency, per fiscal year
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

Reporting

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1. SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor* to undertake a contract or subcontract in excess of twenty-five thousand dollars ($25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars ($25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (https://www.cslb.ca.gov/).

Post-completion

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include and a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).

- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

Payment

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

Execution and Performance

The City of Banning must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

The City of Banning must sign and submit the linked Consent Form agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The City of Banning must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

Attachment 2

Local Agency Broadband Technical Assistance
Reporting Requirements and Guidelines
Version October 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued Decision (D.) 22-02-026 establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

Narrative Project Information

1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.

1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.

1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).

1.4 Information on broadband need in the project area.

1.5 Statement describing the community benefits of broadband technical assistance.

Detailed Project Information

2.1 Individual work products granted by the program.

o Dollars/hours expended per task/work product.

2.2 Estimated construction start date (month/year).

2.3 Estimated construction completion date (month/year).

2.4 Estimated initiation of operations date (month/year).

2.5 Planned project technology type(s):

o Fiber

o Coaxial Cable

o Terrestrial Fixed Wireless

o Other (specify)

2.6 Estimated total miles of fiber to be deployed.

2.7 Planned number of locations to be served, broken out by type:

o Residential locations

o Business connections

o Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document.

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission's email at StatewideBroadband@cpuc.ca.gov. Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at StatewideBroadband@cpuc.ca.gov, if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 2, 2023
January 1 – March 31, 2023	April 1, 2023
April 1 – June 30, 2023	July 1, 2023
July 1 – September 30, 2023	October 1, 2023
October 1 – December 31, 2023	January 2, 2024
January 1 – March 31, 2024	April 1, 2024
April 1 – June 30, 2024	July 1, 2024
July 1 – September 30, 2024	October 1, 2024
October 1 – December 31, 2024	January 2, 2025
January 1 – March 31, 2025	April 1, 2025
April 1 – June 30, 2025	July 1, 2025
July 1 – September 30, 2025	October 1, 2025
October 1 – December 31, 2025	January 2, 2026
January 1 – March 31, 2026	April 1, 2026
April 1 – June 30, 2026	July 1, 2026
July 1 – September 30, 2026	October 1, 2026
October 1 – December 31, 2026	February 1, 2027

Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's website.

These requirements, in spreadsheet format, are available at: https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/technical-assistance-reporting-requirements-oct-2022.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Public Works Deputy Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-194, Adopting the Downtown Revitalization and Complete Streets Plan, Prepared by Alta Planning + Design, Inc., as a Set of Policies and Design Guidelines for the Downtown Area**

RECOMMENDATION:

Adopt Resolution 2023-194.

BACKGROUND:

Award of Consultant Contract

On June 22, 2021, the City of Banning was awarded a $297,461 Sustainable Communities Grant (SB-1 Grant) from the California Department of Transportation (Caltrans) to retain the services of an experienced and qualified transportation planning and engineering consultant to develop the Downtown Revitalization and Complete Streets (DRCS) Plan. Th DRCS is a planning document focused on the revitalization of the downtown area of Banning along with a Complete Streets Plan in the ½ mile project corridor on Ramsey Street, and bounded by: Hays Street (north limit), Livingston Street (south limit), Martin Street (east limit) and 8th Street (west limit), as shown in Attachment 3.

On August 24, 2021, the City Council adopted Resolution 2021-78, authorizing the City Manager to enter into an Agreement with Caltrans for the SB-1 Grant for the DRCS Plan. Local match funds in the amount of $38,539 were required and paid through Engineering Division staff time to manage, review, and approve the project and administer the Caltrans grant. Alta Planning + Design, Inc. was awarded the consultant contract through the approval of Resolution 2022-70 on June 14, 2022.

Complete Streets

Complete Streets are for everyone. Complete Streets is an approach to planning, designing, building, operating, and maintaining streets that enable safe access for all people who use them, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The project scope included considering the following factors:

- Roadway reconfiguration/traffic circulation change (reduction of traffic lanes, reduction of parking, etc.)
- Traffic signal improvements (accessible signals and pushbuttons, transit signal priority, queue jump signal, signal coordination, elimination of permissive left turns, pedestrian “all green” phases, protected bicycle phases and other signal timing/phasing by modal priority, etc.)
- Shared streets (vehicle access restriction, raised street with pavers, bollards, etc.)
- Intersection improvements (signal phasing, signs and markings, vehicle turn movement restrictions)

- Streetscape improvements (street lighting, landscape planting, public art, bicycle parking corrals, district and store signage, gateway signage, wayfinding signage, etc.)
- Bicycle lane improvements
- Transit- only lanes (red pavement markings, signal modifications, etc.)
- Bus stop improvements (ADA access improvements, longer bus stops, transit shelters, trash cans, bicycle parking, wayfinding signage, etc.)
- Pedestrian crossing improvements (crosswalk markings, flashing beacons, signals, curb extension "bulbouts", etc.)
- Parking zones (flexible, based on time of day, parking zones, hybrid paid commercial yellow loading zones, disabled blue parking zones, passenger white loading zones for private vehicles/ride-hailing, taxis, etc.)
- E-Commerce zones for deliveries, perhaps flexible timing
- Traffic calming (speed bumps and/or tables, raised intersections, sidewalk "bulbouts", etc.)
- Storm water management and greening elements were incorporated.

Revitalization Plan
To compliment the Complete Streets analysis, the DRCS Plan looked at the existing conditions and assets in the downtown corridor, and in coordination with project stakeholders and local property and business owners, developed a framework for downtown that included the following topics:

- Zoning Recommendations
- Parking Recommendations
- Signage Programs
- Economic Data
- Alley reuse/activation
- Event space

Stakeholder Participation
To create a successful DRCS Plan, the project team made meaningful connections with community members to ensure the DRCS Plan is relevant and impactful in their daily lives. The consultant prepared a Community Engagement Action Plan which was approved and implemented in order to provide outreach activities that included public participation and participation from key stakeholders to ensure the Plan's concepts reflect the community's needs and wishes. The outreach activities engaged local and regional representatives, and provided presentations covering the project background, goals, scope, preliminary and three preferred concepts, and obtained valuable feedback that led to the final selected alternative in the Plan.

Previous activities included community pop-ups at Banning High School, Nicolet Middle School, and Central Elementary School; 'engagement days' covering presentations to downtown business owners including a walking audit, stakeholder's meetings, public Open House workshops, the Sun Lakes Country Club HOA, and at a Chamber of Commerce breakfast meeting, were held. Additionally, this project was advertised on social media, the City's website and at community events hosted by the Active Transportation Plan (ATP) project team. Two online surveys were conducted to gather initial information and solicit important feedback.

The design team solicited feedback on three (3) project alternatives to identify preferences on the concepts presented to assist in the development of the final recommendations. Comments were incorporated from City staff members, the public, stakeholders, and the downtown business community to develop the final DRCS Plan. Three alternatives were presented to the Planning Commission on June 7, 2023 and City Council on June 27, 2023 to assist and provide feedback in the preparation of the final DRCS Plan. The final DRCS Plan is a roadmap for future implementation, containing a list of projects, cost estimates and potential grant opportunities. The results of the Community Outreach efforts are presented in detail in the Appendix to the DRCS Plan, Attachment 2.

Final Plan
The final plan reflects input provided throughout the community feedback phases, and takes the best concepts from each of the 3 project alternatives provided. Highlights included in the final plan include the following:

- Transformation of Ramsey Street into a Complete Street, incorporating; wider sidewalks to accommodate pedestrians, outdoor dining, street vendors, event queuing; Class 2 and Class 4 bike lanes; dedicated and enhanced transit stops; loading and unloading flex spaces for business deliveries, on-demand rideshare and food pickup; pedestrian level lighting; enhanced wayfinding and public artwork spaces.
- Narrowed roadways to discourage large vehicles and high speeds.
- Chicane on Ramsey Street for passive traffic calming treatments.
- Enhanced landscaping and storm water capture and treatment.
- Activated alleyways to connect parking to businesses and residences, enhance business operations, provide additional off-street gathering areas.
- Creating 1st Street as a flexible road by; elevating sidewalks to denote special status; allowing for parking and through access for primary business functions; ability to close off for special events and to create event space; enhanced landscape and hardscape architecture.
- Proposing consolidated solid waste management to eliminate individual waste collection bins in the alleys.
- Relocating the truck route from Ramsey Street to Livingston Street, around the downtown core.
- Proposing increased usage of underutilized space.
- Proposing a community pocket park.
- Providing a financial analysis of the downtown area and community for use in recruiting new businesses to downtown.
- Proposing enhanced community signage on Interstate 10.
- Providing a toolkit for the implementation of a demonstration project.
- Providing color/theme templates for wayfinding, including wayfinding and signage for transit and public parking.
- Provide a basis for the desired type of development within the downtown study area.

Implementation
Adoption of the DRCS Plan will allow the City it in efforts to attract new business interests and to assist in obtaining grants for construction work within the public right of way. Additionally, the DRCS Plan will be referenced within the ongoing General Plan update allowing the City to use it for new developments and re-developments of parcels within the downtown zone. At Council's direction, roadway standards within this plan can be expanded outside the study zone (i.e. Ramsey Street from Martin Street to Alola Street).

The Public Works Department intends to seek grant funding to implement the improvements within the downtown plan, likely in a phased approach as funding allows. This process may take several years to come to fruition.

JUSTIFICATION:
This plan will help to provide City Staff, the community, existing business owners, and potential investors in downtown a shared vision to work towards implementing. It also will provide design goals and guidelines for the downtown area. The approval of Resolution 2023-194 by City Council is required in order to competitively apply for Federal and State grants, with the goal of receiving funds to implement portions of the DRCS Plan over time.

FISCAL IMPACT:
This project was funded from a SB-1 grant provided from Caltrans that was previously accepted by Council on June 22, 2021. The City's financial commitment is being met by utilization of staff time with Engineering Division staff administering the grant in house. Adoption of the resolution does not make any additional financial obligations to the City at this time.

ALTERNATIVES:

1. Adopt Resolution 2023-194, as recommended.
2. Adopt Resolution 2023-194, with modifications. City Council may request staff to make revisions to the DRCS Plan.
3. Do not adopt Resolution 2023-194. Without approval of DRCS Plan, the City would be ineligible for grant opportunities that requires such approval.

ATTACHMENTS:

1. Resolution 2023-194, Downtown Plan.docx
2. Exhibit A - Part 1, DRCS Final Plan, 11.2023.pdf
3. Exhibit A - Part Two, DRCS Appendix, 11.2023.pdf
4. Project Location Map.pdf

RESOLUTION 2023-194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE DOWNTOWN REVITILIZATION AND COMPLETE STREETS PLAN (DRCS), PREPARED BY ALTA PLANNING + DESIGN, INC., AS A SET OF POLICIES AND DESIGN GUIDELINES AFFECTING THE DOWNTOWN AREA

WHEREAS, on June 22, 2021, the City of Banning was awarded a $297,461 Sustainable Communities Grant (SB-1 Grant) from the California Department of Transportation (Caltrans) to retain the services of an experienced and qualified transportation planning and engineering consultant to develop the Downtown Revitalization and Complete Streets Plan with a required City match of $38,539; and

WHEREAS, on August 24, 2021, the City Council adopted Resolution 2021-78, authorizing the City Manager to enter into an Agreement with Caltrans for the SB-1 Grant of $297,461 for the DRCS Plan and local match funds were paid through Engineering Division staff time to manage, review and approve the project and administer the Caltrans grant; and

WHEREAS, on June 14, 2022, the City Council adopted Resolution 2022-70, awarding the consultant contract for the DRCS Plan to Alta Planning + Design, Inc.; and

WHEREAS, the Scope of Work included the review of existing conditions and assets in the Downtown corridor, and included the preparation and development of a DRCS Plan with the preferred concept developed after extensive public participation; and

WHEREAS, the final DRCS Plan is a roadmap for future implementation; containing a list of projects, cost estimates, and associated potential grant opportunities, and it will guide future design by providing design policies in the Downtown area.

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

SECTION 1. The City Council adopts the Downtown Revitalization and Complete Streets (DRCS) Plan, prepared by Alta Planning + Design, Inc., as a set of policies and design guidelines affecting the Downtown area**.**

SECTION 2. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

_____
Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-194, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Exhibit A
Final Downtown Plan

BANNING DOWNTOWN REVITALIZATION & COMPLETE STREETS PLAN

Final Plan

November 2023

PREPARED BY:

Alta Planning + Design

The Arroyo Group

RCLCO



TABLE OF CONTENTS

Existing Conditions & Engagement 4

Concept Themes 44

Final Concept 82

© 2023 California Department of Transportation and the City of Banning. All Rights Reserved 625

EXISTING CONDITIONS & ENGAGEMENT

City Overview 6

Introduction 8
Previous Planning 9
Design Standards Review 9
Demographics Analysis 10
Land Use 11
Live-Work 12
Traffic and Collision Data 13
Transit - Fixed Route 14
Transit - Dial-A-Ride (DAR) 15
Major Trip Generators 15

Urban Design Downtown Revitalization 16

District Assets 18
Opportunity Sites 20
District Inventory - 8th St to 4th St 22
District Inventory 4th St to San Gorgonio Ave 24

Complete Streets 34

Parking In Downtown Banning 36

Community Engagement 38

Round 1 - Initial Engagement 40
Round 2 - Concepts Theme Feedback 42


Ramsey
JITTERZ COFFEE
JITTERZ COFFEE
FREE WIFI
PASTRIES

CITY OVERVIEW

This section provides background information about existing demographics, land use, transportation, collisions, and commuting that help inform the larger picture of Banning and how the downtown revitalization and complete streets will function within it.

1920



MAIN STREET. BANNING, CALIFORNIA.



STREET SCENE AT NIGHT,
BANNING, CALIFORNIA





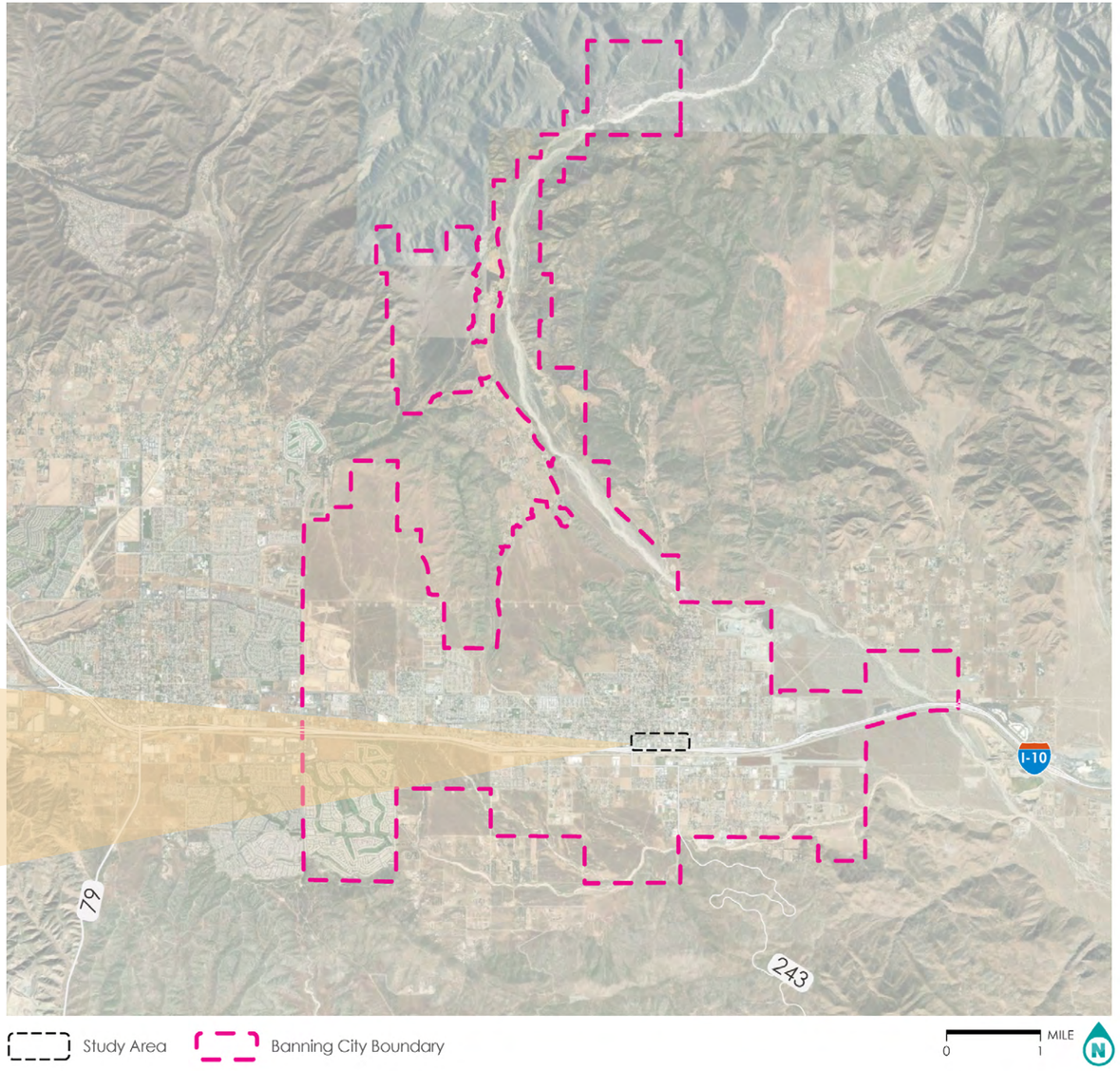
630

Introduction

Near the northwestern edge of Riverside County, the City of Banning, California has approximately 30,000 residents in its 23 square miles. The downtown study area, spanning approximately 0.6 miles in length includes Ramsey Street from 8th St Street to Martin Street. Downtown Banning is primarily comprised of aging establishments and quick-service restaurants and is characterized by high vacancy rates. Despite these existing challenges, Ramsey Street's central location, history, and underlying human-scale attributes present significant opportunity for revitalization. Due to proximity to the I-10 highway, many of the existing visitors in Banning are commuters and through-travelers making quick stops. This location however provides an opportunity for Banning to grow and attract visitors that live in the San Gorgonio Pass Area as the eastern portion of Riverside County.



Figure 1. *Banning City Boundary and Study Area*

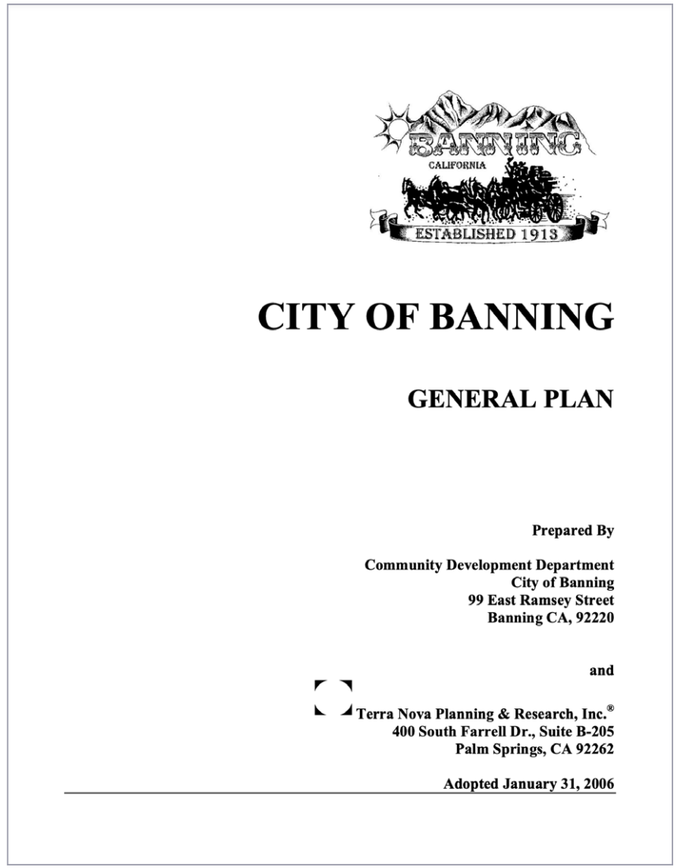


Previous Planning

The City of Banning has plans and policies which support the goals of the Downtown Revitalization and Complete Streets Plan, including the General Plan. The City of Banning completed the General Plan in 2006, and updated the Circulation Element in 2011. The General Plan encourages mixed-use land uses downtown, and also allows for hotels and motels. The General Plan states that residents want a livable city in which there is clustered housing, interior parks and trails, and adequate sidewalks. The Circulation Element also identifies downtown as an important area for sidewalks and bikeway development for safety reasons and economic reasons.

According to the General Plan, commercial development in Banning is focused on Ramsey Street but has remained small due to lot configuration, parking requirements, and multiple small lot ownerships. At the time of writing the General Plan, a Redevelopment Project Area which included downtown existed in which tax revenues and bonds were available to finance projects within the Area. Banning adopted an Economic Development Strategy in 1999 in order to accomplish a series of economic strategies in Redevelopment Areas. The Redevelopment Agency headed these projects, which mostly consisted of housing projects; however, in 2011 the State of California eliminated Redevelopment Agencies. Soon after in 2012 the Banning City Council voted to name the Banning Housing Authority to take over housing assets.

The Core Area of Businesses and Merchants Association (CABAM) was created in 2004 as a subcommittee of the Chamber of Commerce. The CABAM met regularly to discuss local businesses and how to increase development, particularly along Ramsey Street. At the time of writing the General Plan, the core of the freeway-oriented commercial development was a group of fast food restaurants near 22nd St Street on Ramsey Street.



BANNING
CALIFORNIA
ESTABLISHED 1913

CITY OF BANNING

GENERAL PLAN

Prepared By

Community Development Department
City of Banning
99 East Ramsey Street
Banning CA, 92220

and

Terra Nova Planning & Research, Inc.®
400 South Farrell Dr., Suite B-205
Palm Springs, CA 92262

Adopted January 31, 2006

Design Standards Review

The Circulation Element of the General Plan was updated in 2011 and defines Ramsey Street as an arterial street from Highland Springs Avenue to Malki Road. The Plan defines an arterial as a roadway with 4-6 lanes that connect residential, shopping, employment, and recreational activities. The Plan recommends a focus on bikeways and pedestrian pathways along the City's arterial streets.

Demographics Analysis

The average household income in Banning in 2021 was just under $64,000, far below the average household income of $87,000 in the San Gorgonio Pass Area, and $96,000 in Riverside County. Banning households skew older, with 48.2% of households over the age of 65, compared to 35.7% in the San Gorgonio Pass Area, and 27.4% in all of Riverside County. Within the downtown study area, residents are younger compared to the rest of Banning, but the median household income is the lowest in the city and households are growing slower than other parts of Banning.[1]

The CalEnviroScreen tool is used to identify communities that face disproportionate pollution burdens compared to other census tracts in the state. The state of California considers census tracts that score higher than 75% to be disadvantaged. The CalEnviroScreen results show that most of the study area is in the 79th percentile, however to the immediate northeast, north of the I-10 highway the percentile is higher. These results show that the Downtown study area is a disadvantaged community. These pollution levels are likely from the traffic on the I-10 highway. Diesel trucks release exhaust which contains hundreds of chemicals, including many that are harmful to health and can cause problems like eye, throat, and nose irritation, heart and lung disease, and lung cancer.[2] In the most heavily burdened census tract in downtown Banning, there are 0.432 tons of diesel particulate matter released per year, which is higher than 87% of other census tracts in the state.

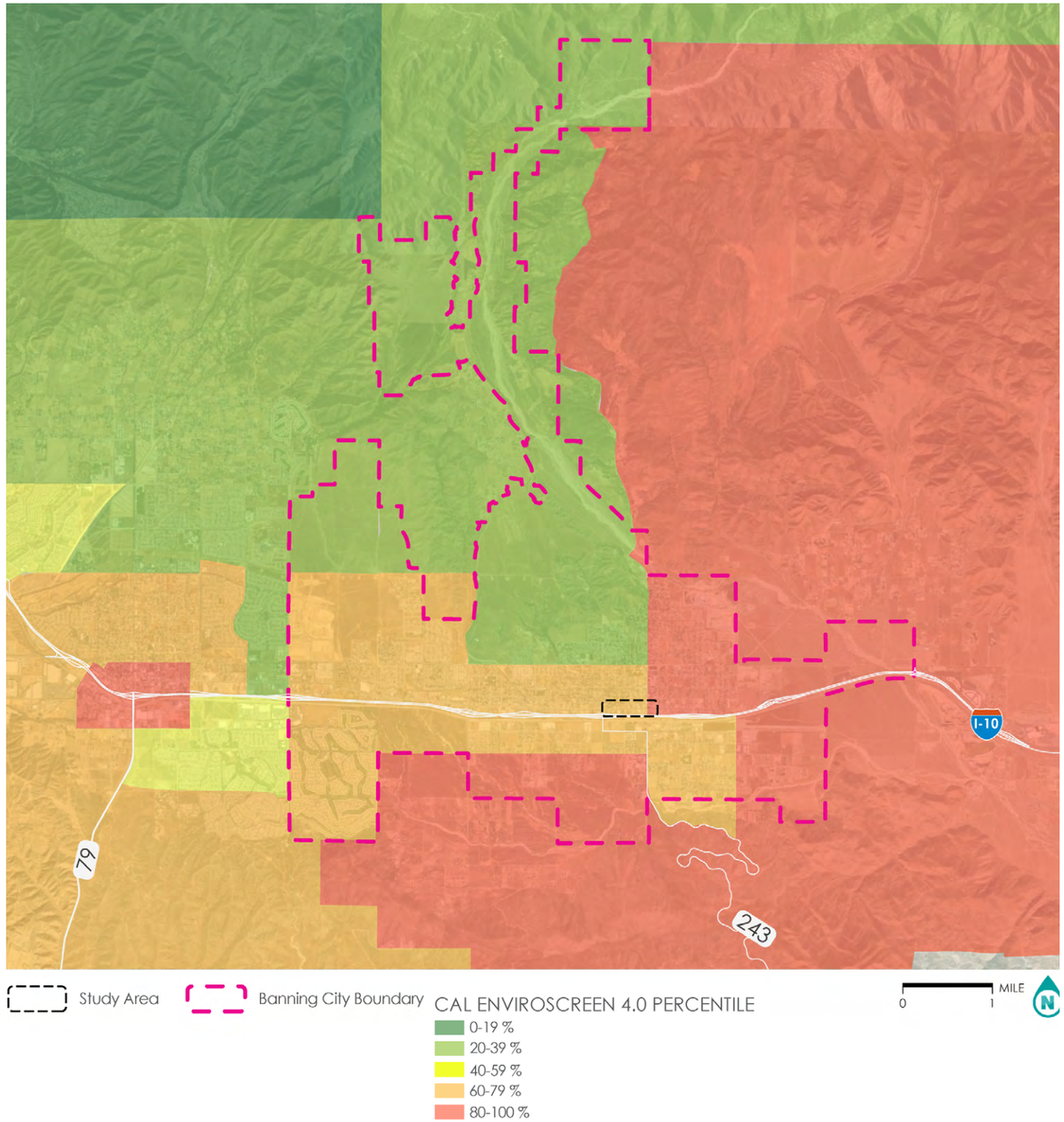
Per CalEnviroScreen, housing-burden households in California are both low-income and burdened by housing costs. In the most heavily burdened tract downtown, 26% of people are housing burdened. Residents facing these housing challenges can suffer mental health impacts.

The Public Health Alliance of Southern California also has a tool which considers public health aspects like income, education, housing conditions, and environmental conditions. The Health Places Index (HPI) tool measures these aspects and compares census tracts to others in the state. Per the HPI tool, downtown Banning has healthier community conditions than only 2.5% of other California cities. In the HPI tool, downtown Banning scores particularly low in economic, educational, and transportation areas.

Almost half of all traffic to existing downtown Banning establishments originates from within Banning, meaning the businesses do not attract patronage from outside of the city.[3] The businesses that do attract commuters are largely the fast food chain restaurants that are placed near the I-10 exit ramps. Collectively, Jack in the Box, Vape Town, IHOP, and Wing's Garden Cafe drive nearly half of all traffic in downtown Banning. Despite being immediately adjacent to Interstate-10, the census block groups that comprise Banning, and those immediately bordering the city, account for approximately 46% of all visitors to the Downtown Banning area.[4]

1 ESRI, RCLCO
2 CalEnviroScreen 4.0.
3 SafeGraph, ArcGIS, RCLCO
4 SafeGraph, ArcGIS, RCLCO

Figure 2. Cal EnviroScreen 4.0



Land Use

Downtown Banning has limited multifamily housing options. The City has not developed new multifamily rental properties in over twenty years, and currently only has 471 market-rate multifamily rental units. Since 2020 there has been a surge of development permits issued in the city, but most of these permits were issued for single family structures.[5]

5 *U.S. Department of Housing and Urban Development, RCLCO*

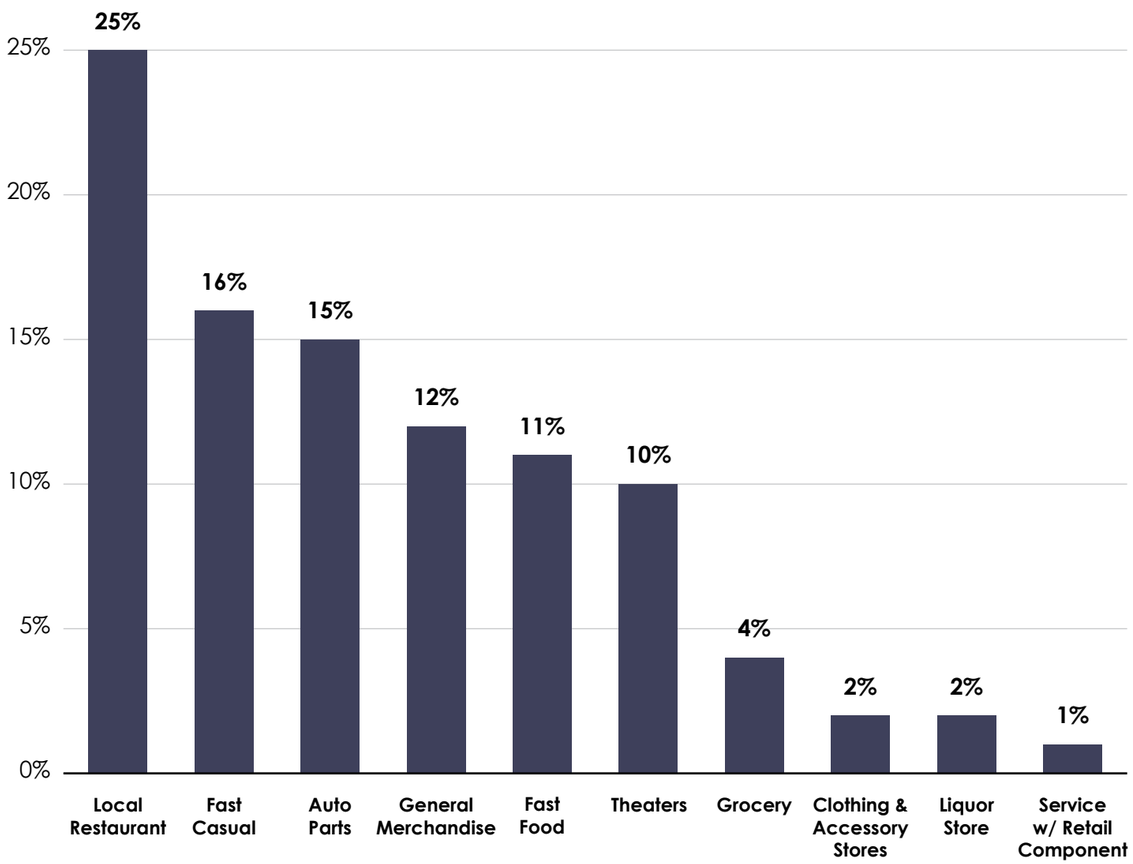
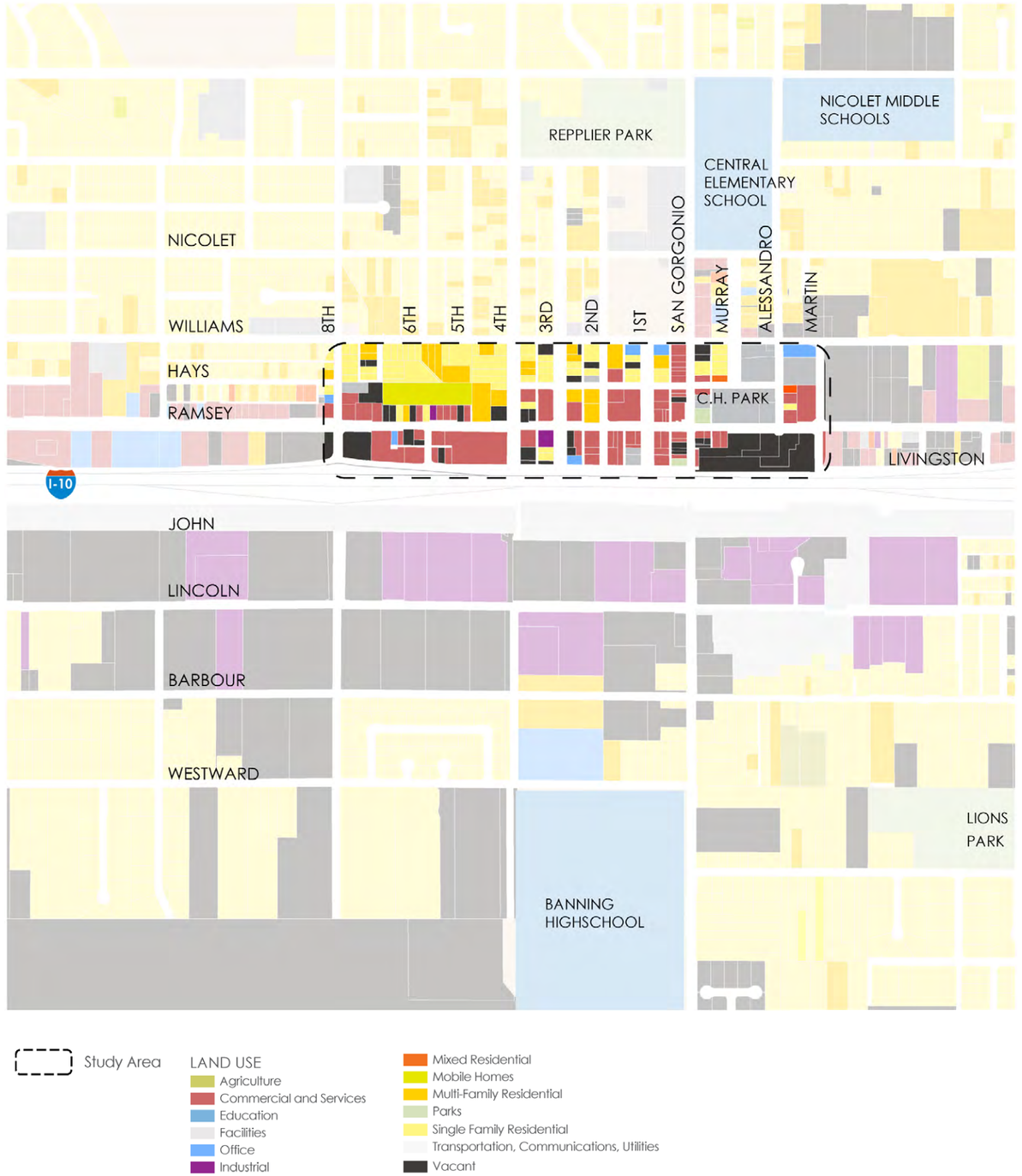


Figure 3. Land Use



Live-Work

The majority (88%) of Banning residents work outside of the city, many commuting greater than 25 miles to get to work. Employment centers for Banning residents are mainly in San Bernardino, Riverside, and Palm Springs. Only 1,440 people both live and work in Banning. Nearly 75% of employees in the city commute into Banning. The largest employers in Banning are the Banning Unified School District, the San Gorgonio Memorial Hospital, the Smith Correctional Facility and the Banning Justice Center.[6]

6 *City of Banning; Riverside County; Census on the Map; ESRI; RCLCO*

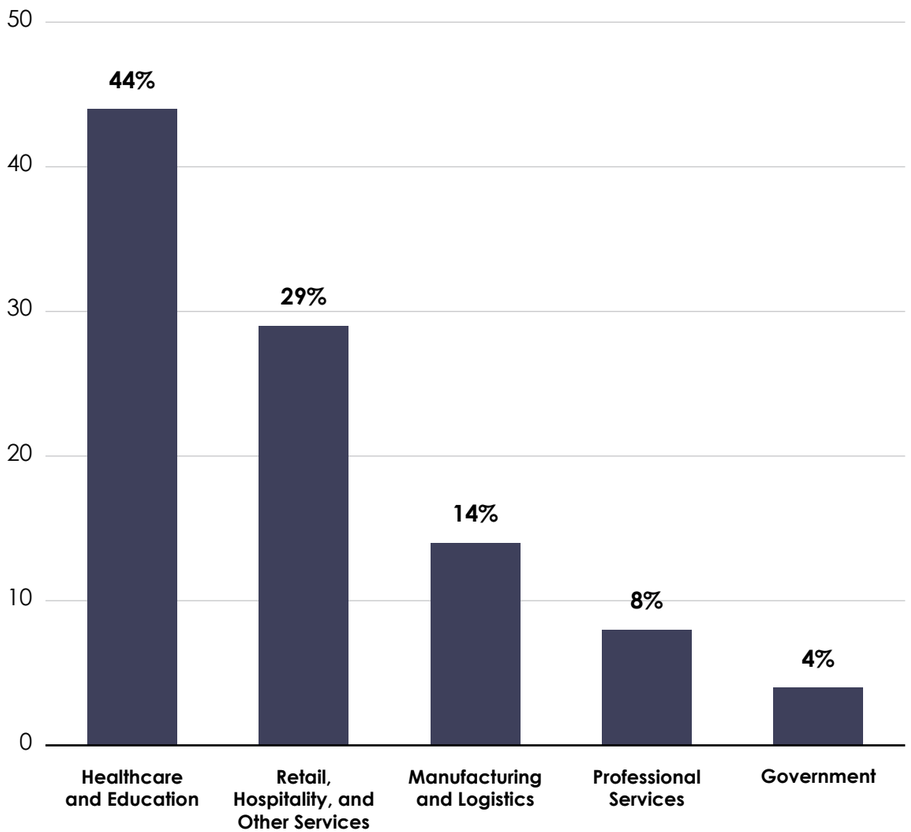
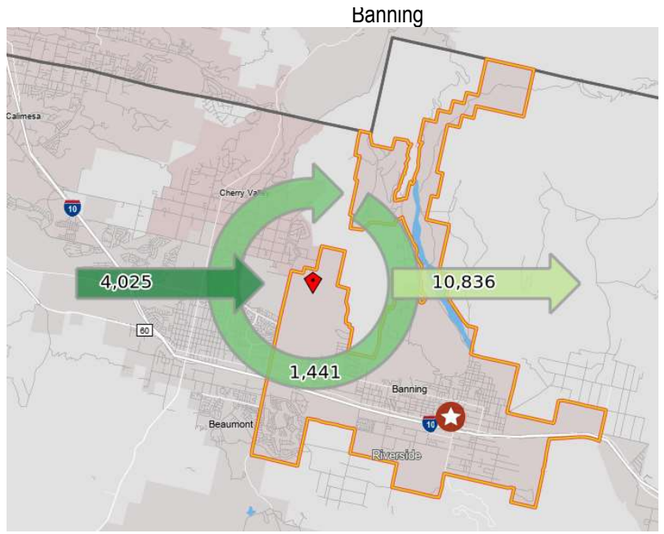
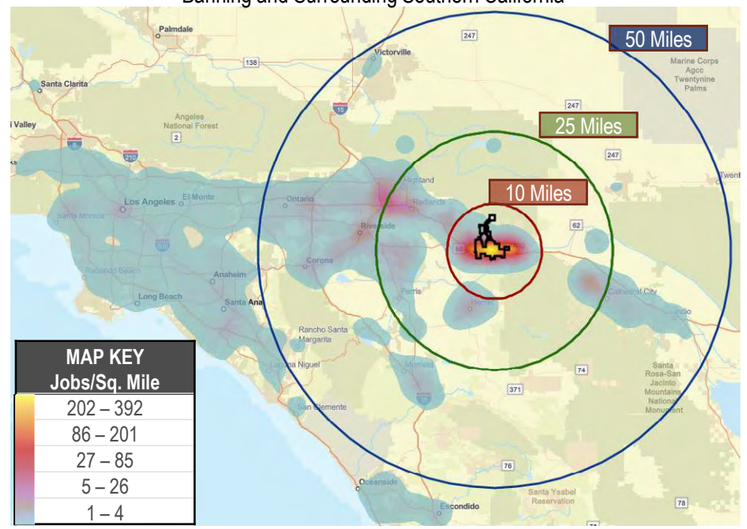


Figure 4. Commuting Patterns



INFLOW/OUTFLOW JOB COUNTS	COUNT
Employed in the Selection Area	**5,466**
Employed in the Selection Area but Living Outside	4,025
Employed and Living in the Selection Area	1,441
Living in the Selection Area	**12,277**
Living in the Selection Area but Employed Outside	10,836
Living and Employed in the Selection Area	1,441

Employment Locations of Residents, 2019
Banning and Surrounding Southern California



COMMUTE DISTANCE OF BANNING RESIDENTS	COUNT	SHARE
TOTAL PRIMARY JOBS	**12,277**	**100%**
Less than 10 miles	3,160	25.7%
10 to 24 miles	2,317	18.9%
25 to 50 miles	3,055	24.9%
Greater than 50 miles	3,745	30.5%

Downtown Banning

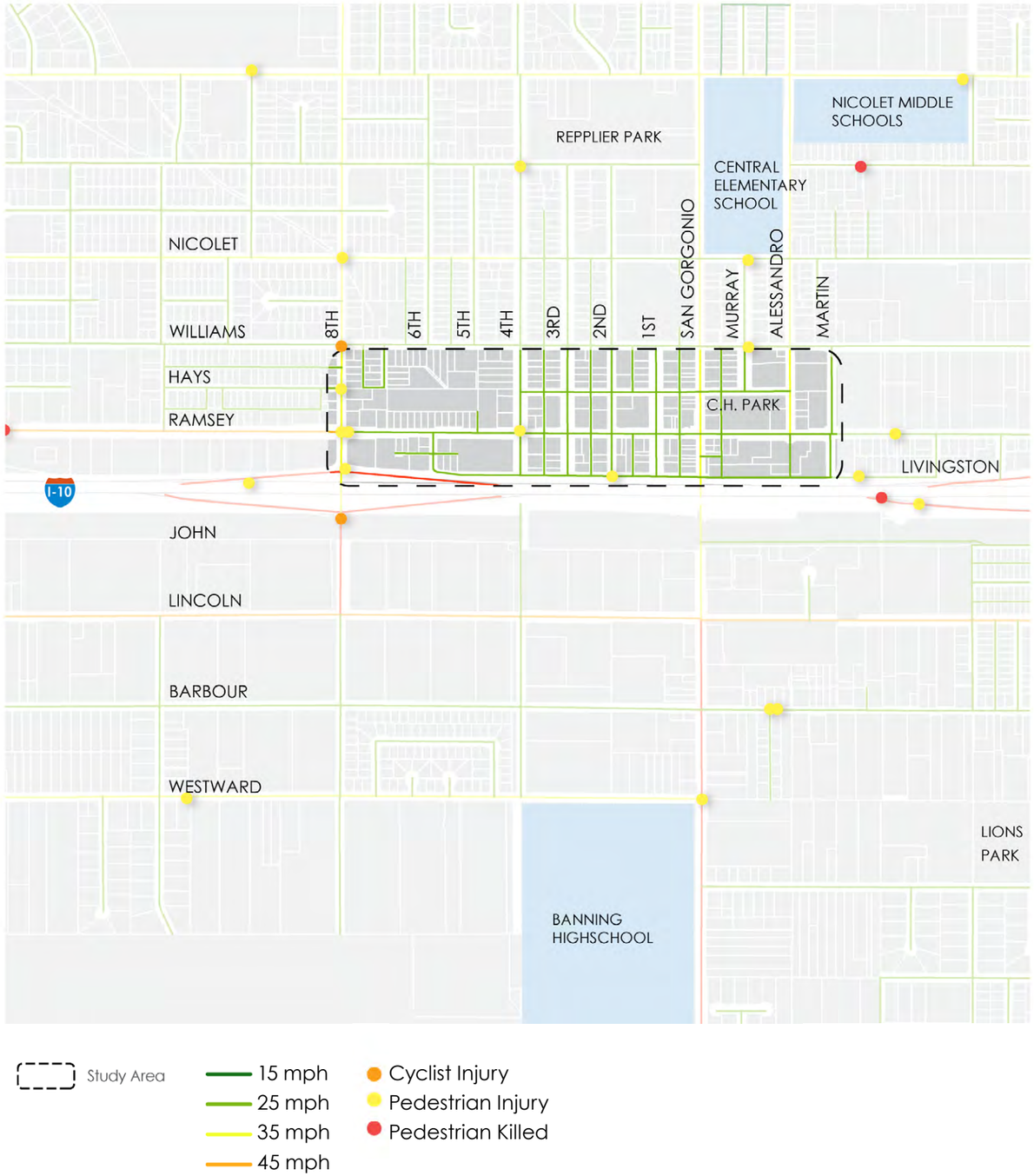
Source: Census on the Map; Esri; RCLCO

Traffic and Collision Data

Data uploaded by the California Highway Patrol and local law enforcement agencies into the Statewide Integrated Traffic Records System (SWITRS) from 2010-2021 shows that bicyclist and pedestrian crashes in Downtown Banning are mostly concentrated along 8th St Street, where posted traffic speeds are 35mph. Several crashes have also occurred on Ramsey Street and Livingston Street. Most of the crashes downtown resulted in a pedestrian injury, however, there have also been three cyclist injuries, two of which happened at the same intersection of 8th St and Williams, and the other by 8th St and the I-10 EB entrance ramp. Two pedestrians have been killed in crashes just outside of the study area on the I-10 highway and on George Street near the middle school and elementary school. It is worth noting that this data is a partial view of pedestrian and bicyclist involved collisions as these crash types are historically underreported. Additionally, this data does not account for near misses or areas where pedestrians and cyclists avoid due to real or perceived dangers. In the city of Banning, there were 82 crashes involving either pedestrians or cyclists. 7 (8.5%) of these 82 crashes were within the downtown boundary bound by 8th Street at the west, Hays Street at the north, Martin Street at the east, and Livingston Street at the south. Injuries are most likely related to speed of vehicles coming to and from the highway on 8th Street due to wide streets that encourage speeding. Other injuries can be attributed to crossings and street conditions that lack high visibility and signage.

Additional information regarding crashes and safety in Banning is identified in the 2022 Local Road Safety Plan. For the 427 city wide crashes between 2017 and 2021, they are categorized by location based on proximity to intersections. Crashes that occurred within the 250 feet sphere of influence of an intersection are counted as intersections versus outside of that sphere are counted as roadway segments. 65% (279)crashes occurred at unsignalized intersections and only 16% (67) and 19% (81) occurred at signalized intersections and roadway segments respectively. In an effort to reduce crashes and improve safety a number of programs and projects outlined in the plan relate to the study area. As part of the federal-aid Highway Safety and Improvement Program (HSIP) Grant, traffic signals on Ramsey Street between Hargrave Street and Sunset Street were upgraded in 2018. These included controllers, pedestrian pushbuttons, signals hardware, new mast arms, detection, and installation of Emergency Vehicle Pre-Emption Devices. Four of the unsignalized intersections along Ramsey Street, Martin Street, 2nd Street, 6th Street and 16th Street were selected for pedestrian crossing improvements via HISP Grant in 2021.

Figure 5. Cyclist and Pedestrian Crashes 2010-2021



These improvements include rectangular rapid flashing beacons (RRFBs), enhanced crosswalk striping, and Americans with Disabilities Act (ADA)-compliant curb ramps. [7]

Transit - Fixed Route

The City of Banning's Short Range Transit Plan (2021) outlines Banning's Transit service including Banning Connect services. Transit routes 1, 5, and 6 travel through Downtown Banning connecting to services and retail. In the City there are 14 bus shelters with intent to add shelters to the bus stops that do not have one. The City is also exploring other locations for stops with shelters.

Route 1 – Beaumont/Banning/Cabazon Route 1 is among the most used route 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 accounts for approximately 72% of the total use of the system. While the longest in distance, this route operates on an 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 – Northern Banning Route 5 accounts for 17 percent of Banning's Transit System use, providing service to the areas that lie north 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, San Gorgonio Memorial Hospital and the commercial area of Beaumont (Walmart).

Route 6 – Southern Banning Accounting for 11% of Banning's transit system's use, Route 6 provides service to the southern area of Banning. Major stops on this route are the Mid-County Justice Center, Banning City Hall, the Mt. San Jacinto Pass Campus, Banning High School, Smith Correctional Facility, Medical Facilities, San Gorgonio Memorial Hospital and the commercial area of Beaumont (Walmart).

7 *City of Banning Local Road Safety Plan August 2022 Report*

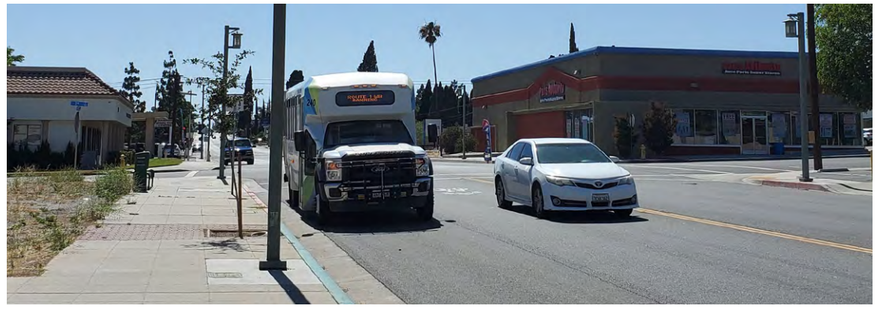
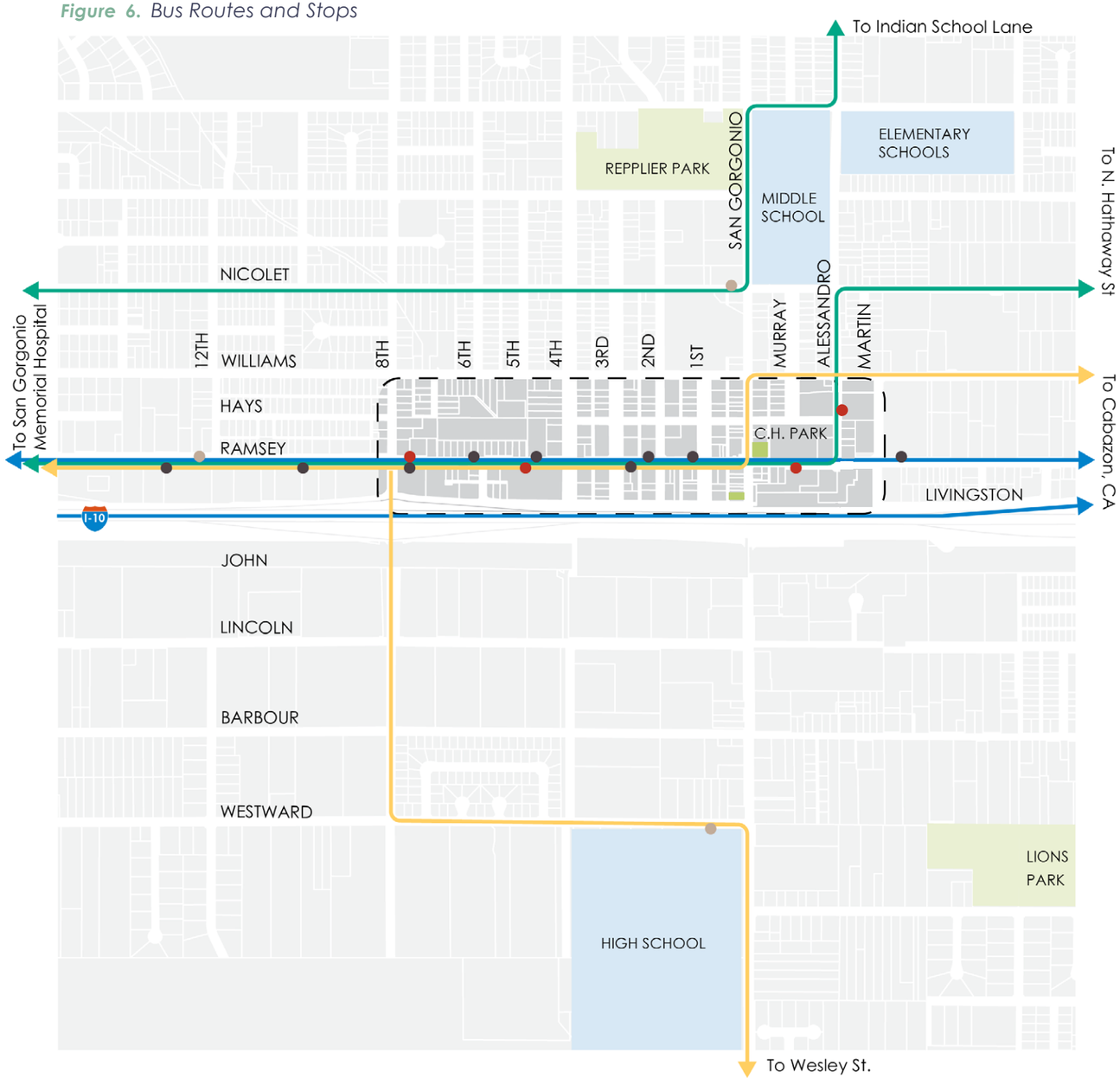


Figure 6. Bus Routes and Stops



Transit - Dial-A-Ride (DAR)

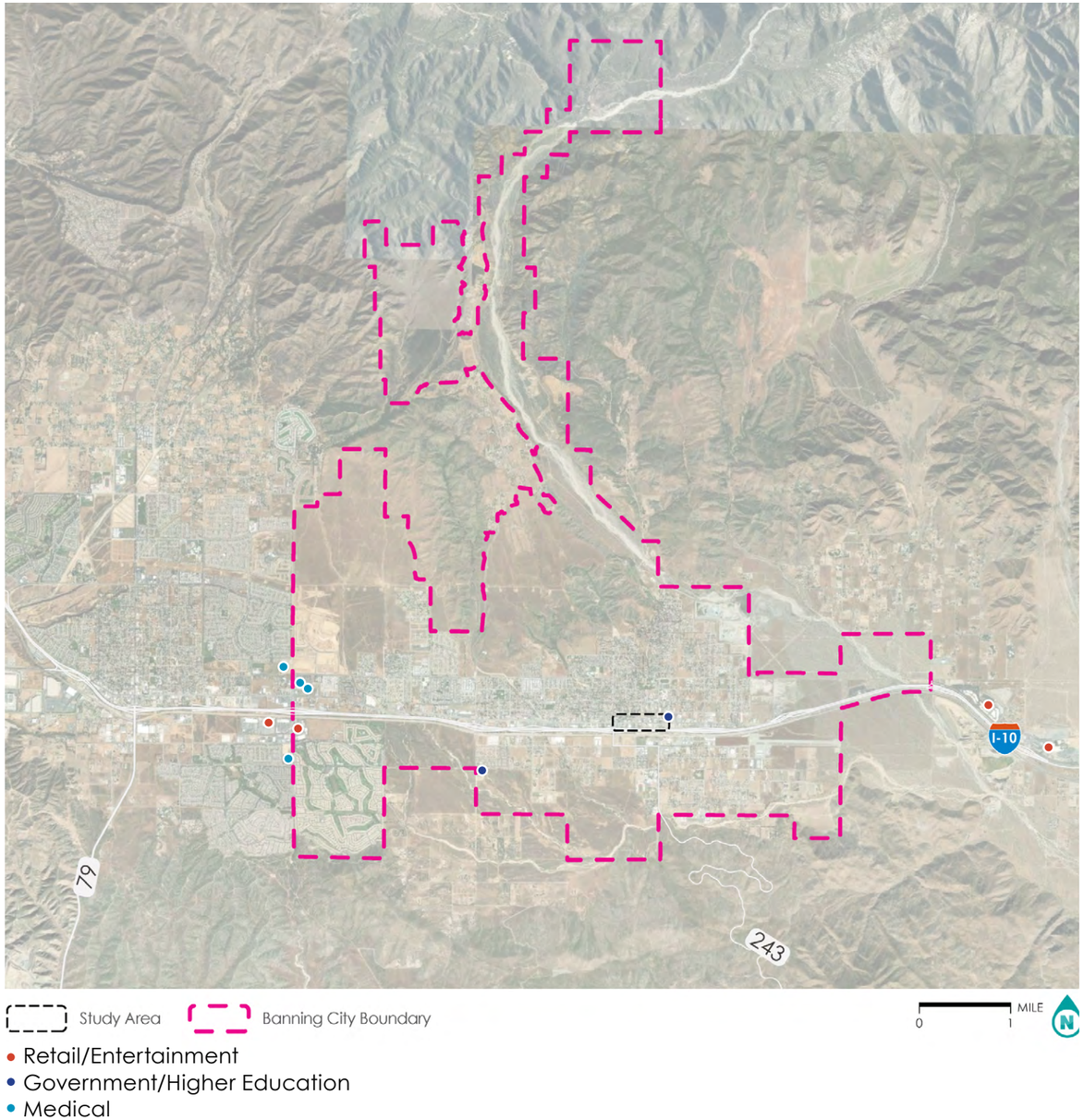
The transit plan also outlines the Dial-A-Ride service offered to seniors, aged 60 and older, persons with disabilities and passengers eligible under the Americans with Disabilities Act (ADA). In accordance with ADA requirements, DAR operates during the same time frames as the local fixed routes for ADA clients. Limited service hours are available for non-ADA passengers from 6:00am to 6:45pm on weekdays and 8:00am to 4:45pm on the weekends. ADA passengers are also required to fill out a certification application to determine eligibility. If terms are met, the applicant receives a card 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, shopping areas, and employment. Dial-a-Ride services also provide connections to the RTA, Sunline, and Banning and Beaumont fixed routes. Additionally, demand for paratransit is expected to grow. This is a universal transit/paratransit theme nationwide and Banning is anticipated to continue to see growth in the paratransit program. The savings in administrative costs mentioned above in the fixed route section also applies to DAR and like fixed route the COVID-19 pandemic has drastically impacted ridership numbers and fare box revenue in the end of 2019/2020 fiscal year and continues to impact ridership currently.

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, Beaver and Loma Linda Medical Plazas, the Cabazon Outlet Stores, Desert Hills Premium Outlets and Casino Morongo and the Mt. San Jacinto College San Gorgonio Pass Campus. There is a high demand for service to these destinations whether for employment, necessities or pleasure.

Figure 7. *Major Trip Generators*



URBAN DESIGN
DOWNTOWN REVITALIZATION

This section presents an urban design analysis of Downtown Banning which aims to understand how people interact with and experience the area. Each topic is discussed on a different page, with goals derived from the physical, aesthetic, and regulatory frameworks of successful downtowns in similarly-sized cities. Assets for a district are features that attract people to an area and/or contribute to its identity and character. Building around existing assets is a key strategy to facilitate revitalization and ensure that it proceeds in a manner that is authentic to Banning's history and character.


EARNING CENTER, INC.
SUB SHOP PARKING ONLY

District Assets

EXISTING DESTINATIONS

Existing destinations are those uses which currently attract a significant number of people, as determined by field observations and cell phone visit data obtained by RCLCO (see market analysis appendix for more information). City Hall, Central Elementary School and Banning Village Market are examples of destinations of necessity, while the Fox Theater and Station TapHouse Bar and Grill are examples of leisure destinations, or destinations of choice where people come for a particular experience. Several of the uses which attract the largest number of people are destinations which contain uses or structures not compatible with a downtown urban design setting. These "pass-through assets" are more likely to be visited for a short period of time, with on-site parking leading to a "grab and go" type of experience which provides less opportunities to capture greater amounts of visitor time and expenditure. Examples are Jack in the Box (22% of total downtown visits) and Parts Authority, an auto parts store which is the highest sales tax generator in the area.

GOOD QUALITY BUILDINGS

The City of Banning was incorporated in 1913, and much of the building fabric of Downtown dates from the years prior to World War II, when development in the American Main Street tradition was at its peak. This town-building tradition, which incorporated various architectural styles, prioritized one and two-story storefront buildings which open onto sidewalks and engage the street with transparent windows, creating a human scale and pedestrian orientation which enriched their downtowns as districts. The Haven building, a large two-story brick building with a clock tower at the corner of Ramsey Street and San Gorgonio Avenue, is the most prominent example of this; however, other structures throughout can be found, including the block of San Gorgonio Avenue between Hays and Williams Streets, which also includes newer structures built in the main street tradition.

GOALS

- Identify, highlight and promote Downtown's existing assets within the urban fabric

- Use existing assets as a guide for the future vision, identity and branding of the Downtown

- Identify buildings which contribute to the pedestrian experience of Downtown

Figure 8. Downtown Business Visitation



Map of visits to downtown businesses as captured by cellular data (see market review appendix)



① Fox Cineplex is D'Place

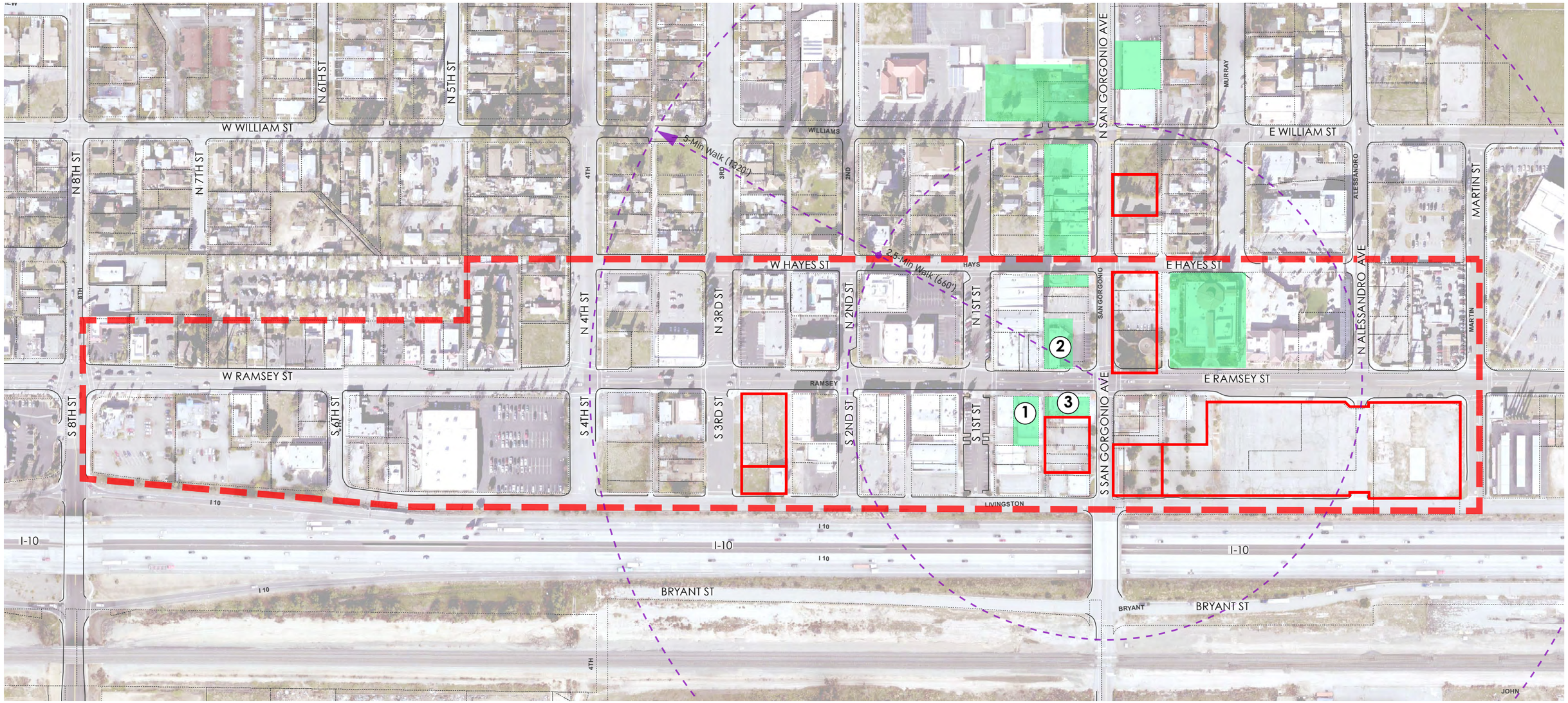


② The Station Taphouse Bar and Grill



③ Jitterz Coffee at The Haven

Figure 9. District Asset Map



Downtown Assets
Pass-Through Assets
Specific Plan Area
Walking Radius 5 min (1320')

0 125' 250'

Opportunity Sites

Opportunity sites are parcels of land, outside the public right-of-way, which have the opportunity to be developed into something which can benefit the district – new ground-up development, open space, or parking/transportation facilities. Opportunity sites also include existing structures which have the opportunity to be reused in a different way which could bring additional benefit to the district.

VACANT LOTS

A significant number of vacant lots are located throughout the Downtown on almost every block, contributing to the sense of economic stagnation and reducing walkability in the area.

CITY-OWNED OPPORTUNITY SITES

The City controls many sites whose development it can incentivize through land writedowns or other means, for catalytic development with potential public benefit elements (e.g. open space, affordable housing, public parking).

REPURPOSE POTENTIAL (GOOD QUALITY BUILDING)

Some good-quality structures are partially or fully unoccupied and present opportunities to be leased for uses that bring economic activity to the Downtown. Examples include the commercial space in the historic 199 W Ramsey St mixed-use building, which fronts on an entry plaza and could be used for a restaurant or other public-facing use, and the vacant, recently renovated office building at 66 N 1st St.

OFF-STREET PARKING LOTS

As described on page 34, there are over 1,200 parking spaces available in Downtown Banning, including a perpendicular and diagonal on-street parking along most of the north-south streets in the central downtown area. The presence of these public resources could allow off-street parking lots to redevelop into new uses, "filling in" the downtown and creating a more walkable environment. Elimination of minimum parking requirements should be considered to encourage private investment in these spaces.

Goals

- Bring vacant properties into productive uses that contribute to creating a vibrant Downtown
- Catalyze the development and vibrancy of the overall Downtown with development on key opportunity sites



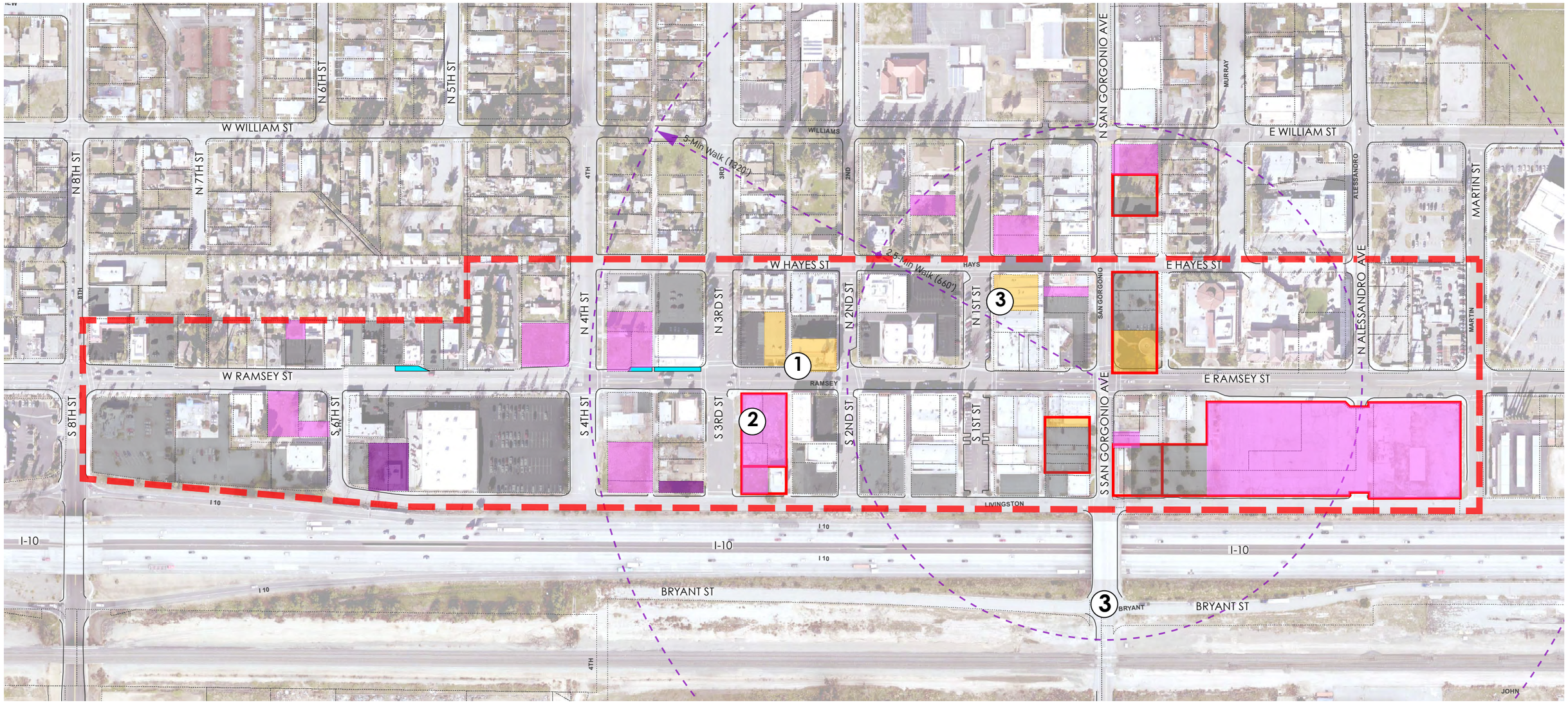
① Repurpose Potential (Banning Hotel today and historically, when it advertised a cafe)



② Vacant lot next to Boys and Girls Club



③ Redeveloped but unoccupied



- Vacant Lots
- Underutilized Parcels
- Repurpose Potential (good quality building)
- Off-Street Parking Lots
- On-Street Opportunity
- Publicly Owned Opportunity Site
- Specific Plan Area
- Walking Radius 5 min (1320')

0 125' 250'

District Inventory - 8th St to 4th St

OVERALL CHARACTER:

•The western end of the corridor (8th and Ramsey) is characterized by a busy, vehicular-focused intersection connecting to downtown's only direct connection to I-10. Fast-food restaurants, a drug store, and a gas station surround the intersection and provide a service point for regional visitors. The Riverside County Office of Social Services and Greyhound Bus station are also located in this segment on the south side of Ramsey between 4th and 6th with a building footprint of .68 acres.

•Limited signage and identity markings and nondescript suburban development hide the presence of the downtown core just to the east. Visitors from I-10 especially are presented with almost no cues to direct them toward downtown.

•A scattering of varied business types and land uses, varied setbacks from the street frontage and breaks in development diminish the sense of a cohesive and visually connected downtown experience.

LAND USES:

•This area contains several of the most visited destinations in the study area: Jack in the Box (22%), Vape Town (10%), IHOP (9%). These popular businesses have been classified as Pass-through Assets within our analysis to further consider in the planning effort and distinguish from the more pedestrian-focused, walkable assets in other core areas of the downtown.

•Three (3) completely vacant lots face Ramsey, located on both sides of the corridor. Vacant sites have been classified as Opportunity Sites within this analysis for potential future development consideration.

•The northern side of Ramsey is characterized by a scattering of single restaurant businesses, other small commercial developments, and single-family residential units fronting directly on the corridor.

PARKING:

•Several large parking lots are located on the southern edge of the corridor, serving the existing fast-food restaurants and social services building. From visual observation, the lots appear largely underutilized during non-peak business times. Parking lots have been classified as Opportunity Sites within this analysis for potential future development consideration.

POTENTIAL RELATIONSHIP TO THE OVERALL DOWNTOWN DISTRICT:

•Because this is the only area of downtown with direct connection to / from I-10 east and west, this area will likely play an important role as a gateway/ connector into the downtown. The ability to attract more guests to downtown from the outside will play an important part in revitalizing downtown Banning.

•While addressing critical pedestrian and bicycle safety issues is an important need, urban design should also address welcoming and arrival into downtown from a vehicle.



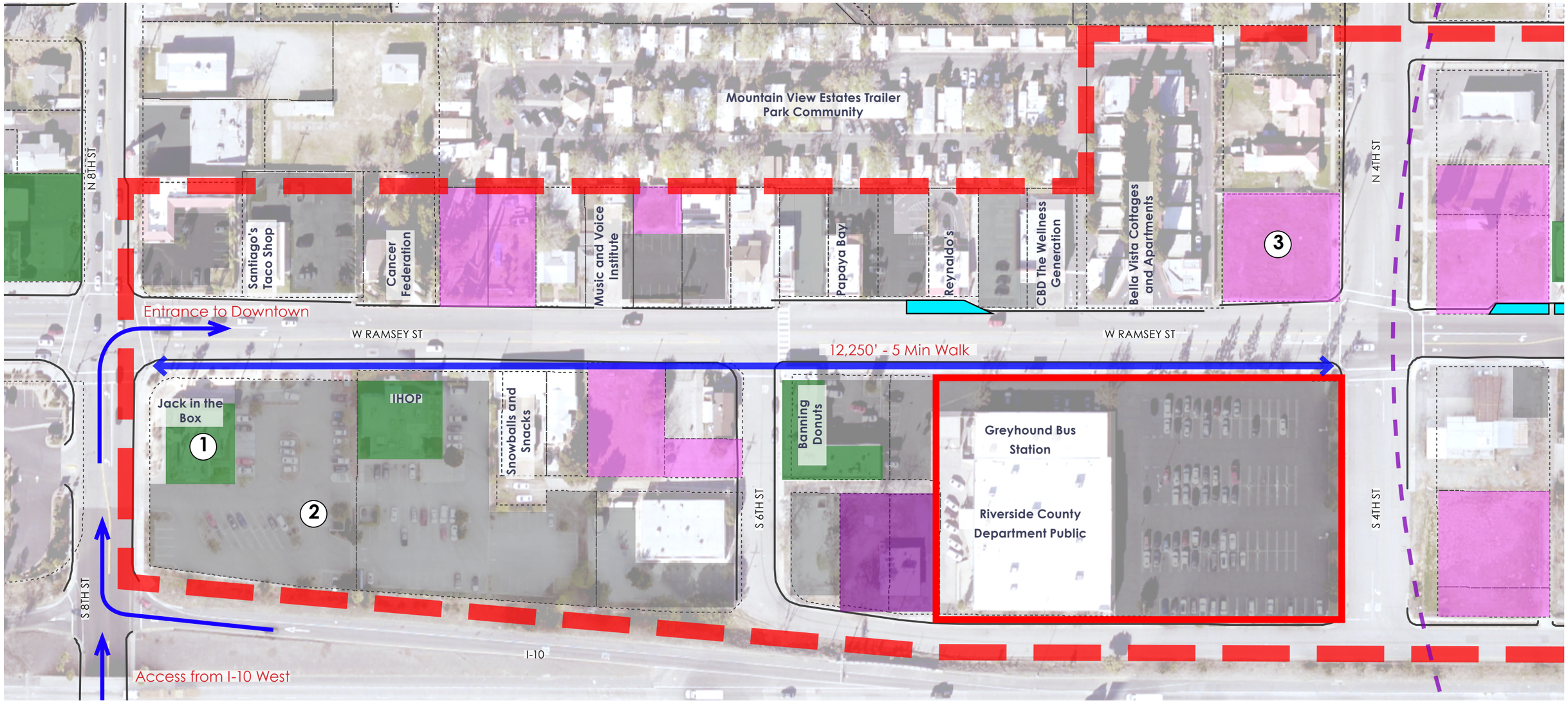
① I-10 Serving fast food restaurants



② Underutilized parking lots



③ Vacant lot 4th and Ramsey St





- Vacant Lots
- Underutilized Parcels
- Repurpose Potential (good quality building)
- Downtown Assets
- Pass-Through Assets
- Off-Street Parking Lots
- On-Street Opportunity
- Publicly Owned Opportunity Site
- Specific Plan Area
- Walking Radius 5 min (1320')

0 50' 100'

District Inventory 4th St to San Gorgonio Ave

OVERALL CHARACTER:

•The central segment of the Ramsey corridor, between 4th St and San Gorgonio Ave, is characterized by the densification of commercial businesses and the beginning of an evenly set back, continuous storefront frontage. As Ramsey moves toward San Gorgonio the corridor really begins to feel like a true, walkable downtown 'Main Street'. The area feels like the one of the most pedestrian-active parts of the downtown district and walkable within a 5-minute walk range of the Ramsey/San Gorgonio intersection.

•Some street trees do exist along Ramsey but there are big gaps in spacing and many of the trees are not performing well in the urban conditions. The hot streetscape conditions during daytime hours limit the overall use and walkability of the district. Opportunities for providing regularly spaced street trees and shading will be worth further study and consideration to help make the district more pedestrian friendly and walkable.

•No existing outdoor dining or business streetscape usage observed along Ramsey. Finding opportunities to further activate downtown streetscapes with programming, especially programming aligned to adjacent business usage will be important to further explore. A system of placemaking, art, lighting, district branding, signage and wayfinding will offer additional layers to help activate Ramsey, largely absent within the current conditions.

•A system of alleyway spaces connect along Ramsey and provide back-of-house access and operations for downtown businesses. Alleyways connect to a variety of off-Ramsey development conditions and spaces. Utilizing these secondary connections will help create a richer range of downtown connectivity and a network of new explorable downtown spaces and programming.

LAND USES:

•This area contains several locally popular destinations including: Fox Theater, Jitterz Coffee, The Station TapHouse Bar and Grill, KK Market, and the Boys and Girls Club. These popular businesses have been classified as Assets within our analysis to consider how we may further build around them as part of preparing planning concepts.

•Several sites have existing buildings that are in good condition and may be suitable candidates to focus on for potential repurposing. These sites have been classified as Opportunity Sites within this analysis for potential consideration in developing planning concepts.

•A large, City-owned vacant plot at the SE corner of 3rd St and Ramsey offers a unique redevelopment opportunity, one that could add a significant new spark to a downtown core that begins to wane westward along Ramsey St, past 2nd St. This would be a great opportunity to extend the energy of the downtown core and fill in some development gaps existing along Ramsey. This would be a site the City also doesn't have to rely on a 3rd party property owner or developer to complete key long-term planning objectives; the City could undertake development themselves, or find a development partner, and in turn help catalyze other development to follow. The City has expressed interest in creating a park for this property. Completing a comprehensive planning process will inform how this property whether park or other use will help complement a full downtown vision. With its larger size and proximity to the downtown core, there are likely a range of development typologies and open space types that could be suitable options for this space.



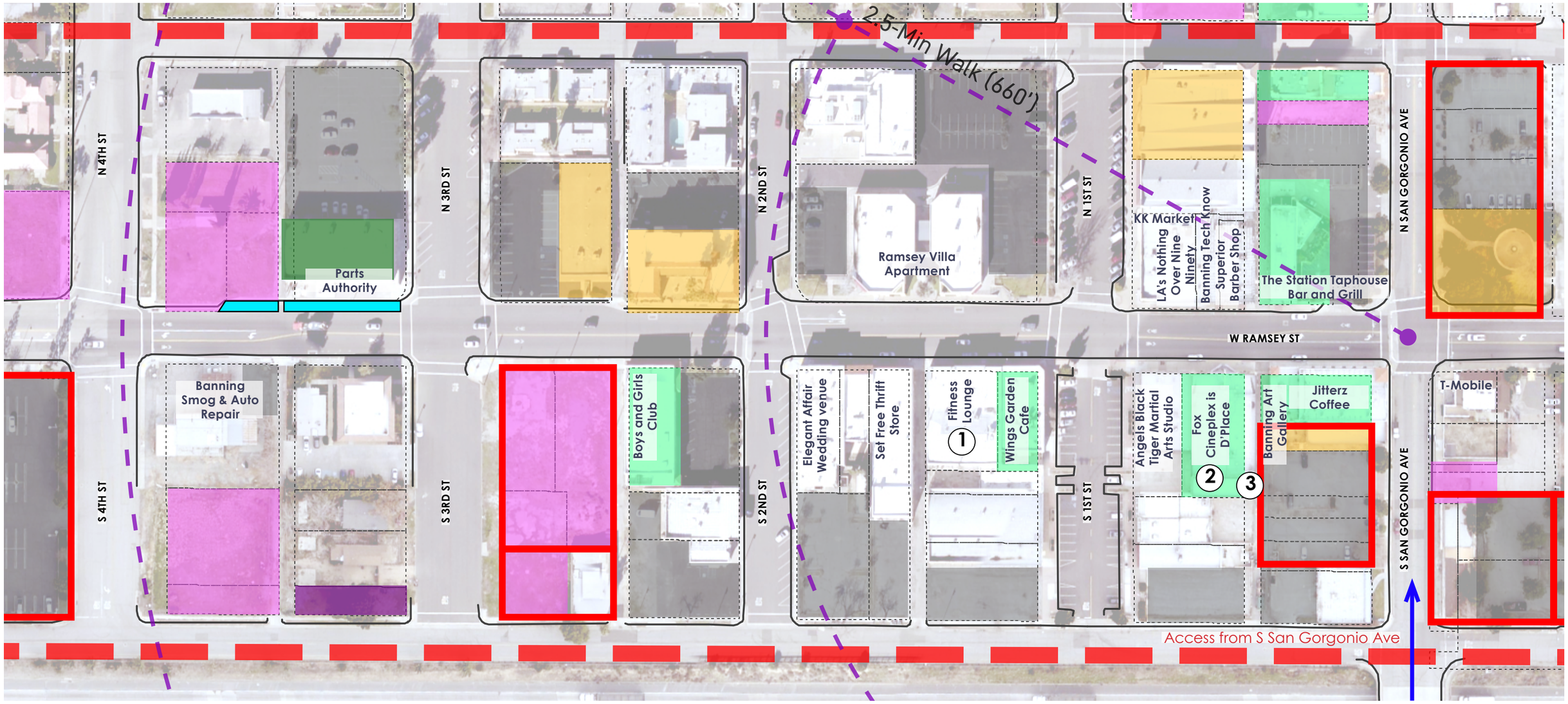
① Ramsey Street sidewalk and storefronts

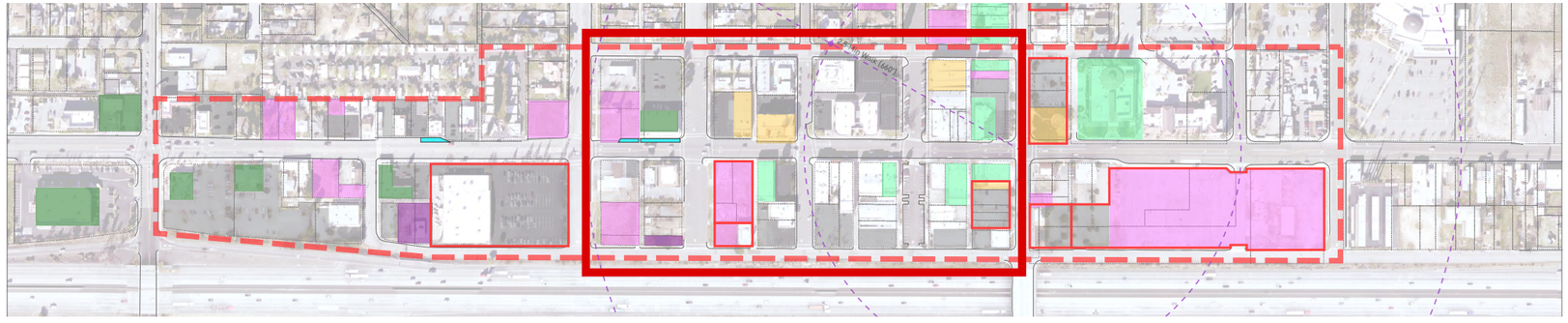


② Downtown branded lightpole



③ Downtown alley next to Fox Theater





- Vacant Lots
- Underutilized Parcels
- Repurpose Potential (good quality building)
- Downtown Assets
- Pass-Through Assets
- Off-Street Parking Lots
- On-Street Opportunity
- Publicly Owned Opportunity Site
- Specific Plan Area
- Walking Radius 5 min (1320')

0 50' 100'

District Inventory - San Gorgonio Ave to Martin St

OVERALL CHARACTER:

•The City Hall park and Historic Coplin House on the northeast and southeast corners, respectively, of San Gorgonio and Ramsey, enclose the intersection and connect this area to the downtown core to the west.

•East of City Hall, however, Ramsey Street opens up to two lanes eastbound, and one cross-street is missing (former Murray Street), giving the street more of a high-speed character. This sense is heightened because of the vacant lot on the south side of the street and auto sales/parking lot uses on the north side between Alessandro Street and Martin Street.

LAND USES:

•The district is dominated by a 3-4 acre vacant city-owned lot occupying the majority of the south frontage of Ramsey. The lot has excellent visibility from I-10 and has garnered development interest from hotel operators and affordable housing developers. It may represent one of the only opportunities to create a development of sufficient size to create its own environment in support of the downtown.

•City Hall, the Banning Police Department and the Riverside County Courthouse just east of the downtown boundary are significant employers and destinations; increasing utilization of downtown by employees and visitors to these destinations presents an initial opportunity.

•The park connecting City Hall to the San Gorgonio/Ramsey Street intersection is shady and has plenty of seating, but it feels hidden from the corner and thus does not function as a downtown amenity.

PARKING:

•There is a large amount of public parking on the east and west sides of San Gorgonio Avenue between Ramsey and Livingston. These parking areas are underutilized, in part because they lack district and site signage indicating that they are public lots.

Potential Relationship to the Overall Downtown District:

A significant new hotel or housing development on the City-owned lot could turn this district into a newer civic/mixed-use complement to the downtown core, feeding people toward the retail uses that predominate to the west.

The area could function as an eastern gateway to Downtown.



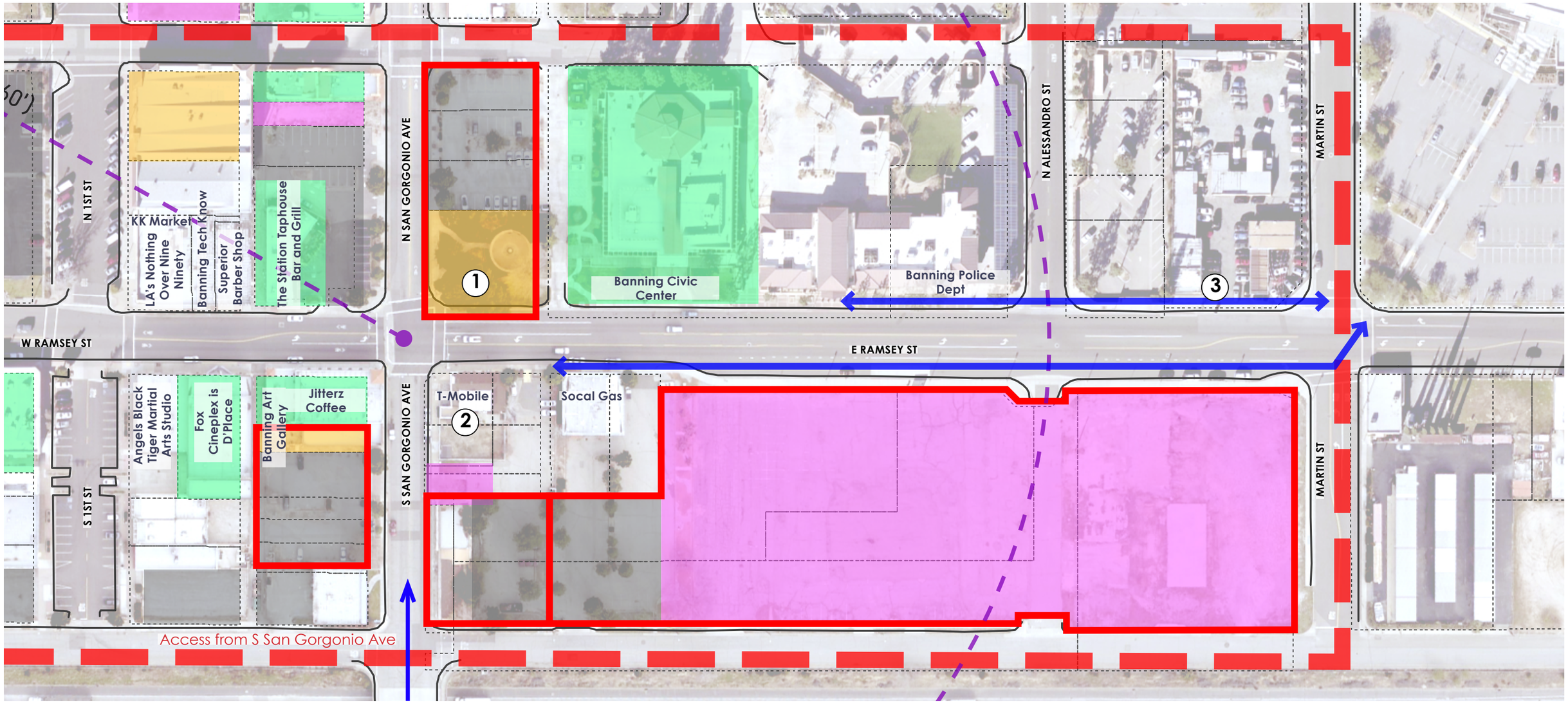
① Carpenter Hamilton Park

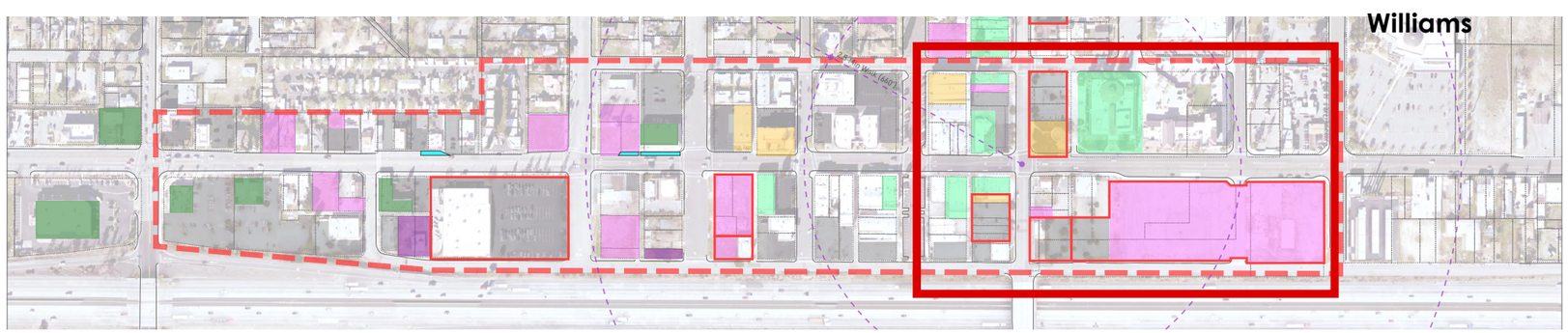


② Historic Coplin House



③ Connection to Downtown from Courthouse





- Vacant Lots
- Underutilized Parcels
- Repurpose Potential (good quality building)
- Downtown Assets
- Pass-Through Assets
- Off-Street Parking Lots
- On-Street Opportunity
- Publicly Owned Opportunity Site
- Specific Plan Area
- Walking Radius 5 min (1320')

0 50' 100'

District Inventory - N San Gorgonio Ave

OVERALL CHARACTER:

• While outside the current study area boundary, this area exhibits some of the most walkable and pleasant downtown qualities in the City. Buildings mostly engage the street and are occupied, some street trees are growing well, and land uses which serve daily needs keep the area active.

LAND USES:

• Significant local destinations in the area include Central Elementary School, Banning Village Market (the primary market for central Banning) and the Dorothy Ramon (San Manuel Band of Serrano Indians) Learning Center; these are categorized as Assets within our analysis.

• Local service uses, such as gyms, salons and storefront offices, predominate in smaller storefronts, maintaining the area with a reasonable amount of activity. The west side of San Gorgonio between Hays and Williams has a continuous line of street-facing buildings which have also been categorized as Assets.

• Vacant lots and parking areas on the east side of the street present opportunities for development, possibly of downtown housing typologies.

PARKING:

•The City recently constructed a public parking lot with electric vehicle chargers on the east side of the street.

POTENTIAL RELATIONSHIP TO THE OVERALL DOWNTOWN DISTRICT:

• This area forms a neighborhood-serving, walkable corridor which connects downtown to the market and school as well as the recreational facilities within walking distance a few blocks north. It could highlight San Gorgonio's role as a local, multimodal cross-axis intersecting with the more regional corridor of Ramsey Street.



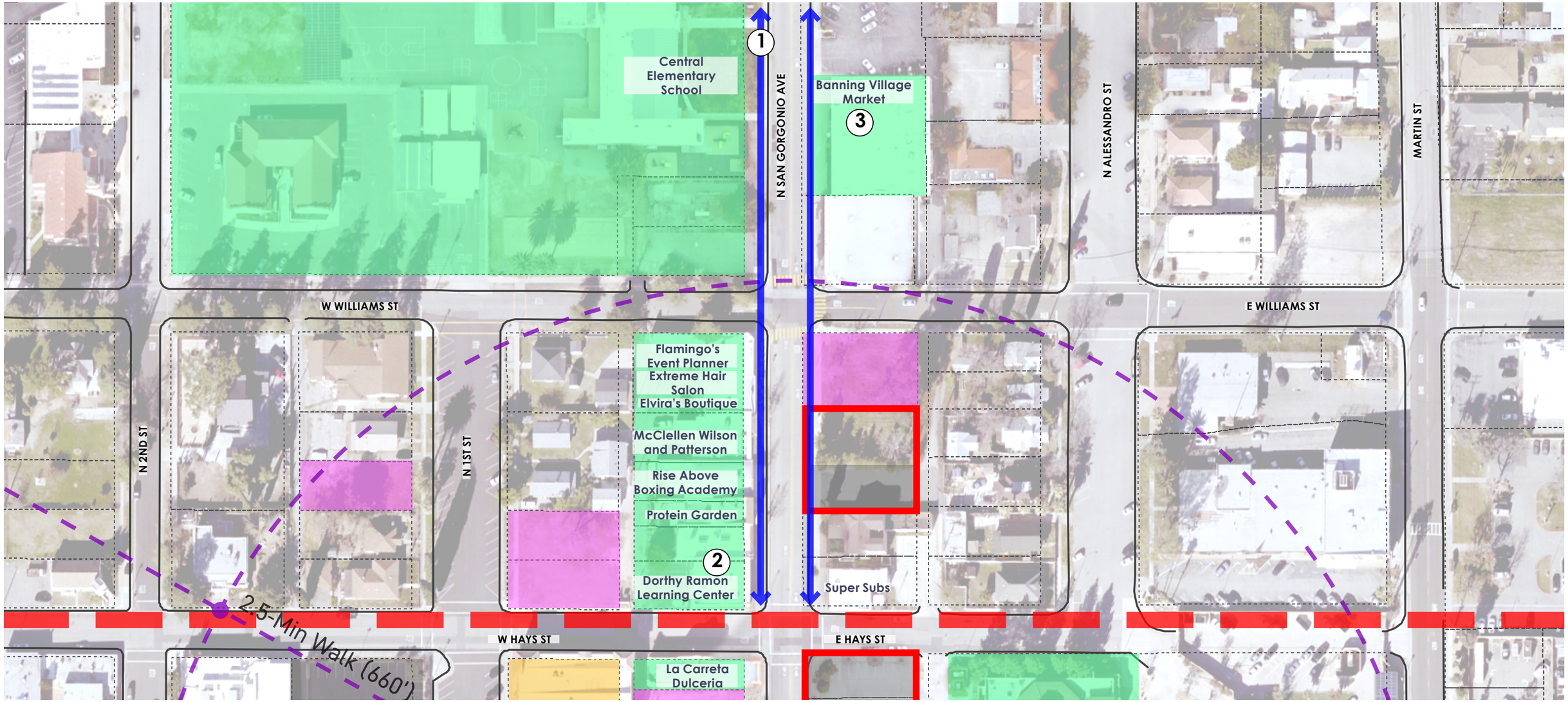
① Repplier Park Aquatic Center

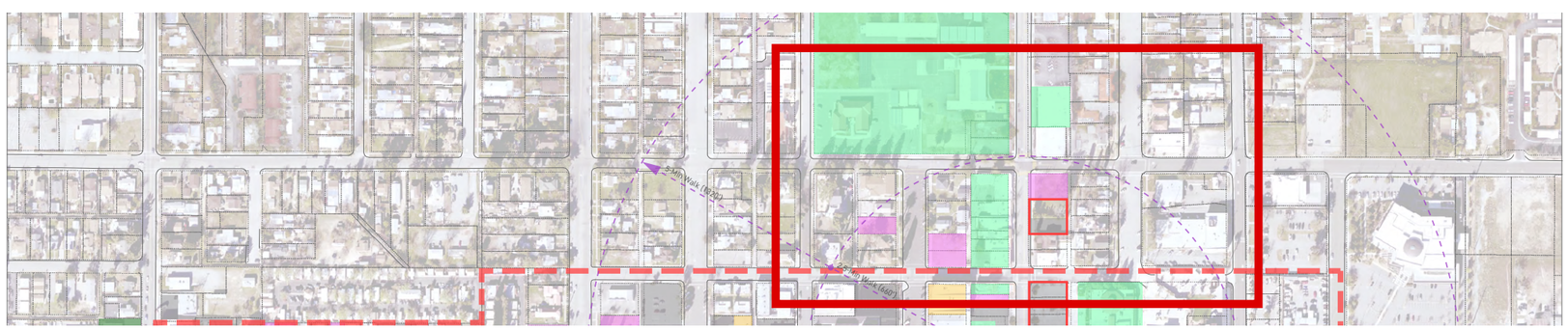


② Banning Native American Center



③ Banning Village Market





- Vacant Lots
- Underutilized Parcels
- Repurpose Potential (good quality building)
- Downtown Assets
- Pass-Through Assets
- Off-Street Parking Lots
- On-Street Opportunity
- Publicly Owned Opportunity Site
- Specific Plan Area
- Walking Radius 5 min (1320')

0 50' 100'

Area of Interest

FIVE AREAS OF INTEREST ARE IDENTIFIED ON THE MAP AT RIGHT:

1. Near the intersection of Ramsey and San Gorgonio – This area is the center of downtown, with existing entertainment-oriented businesses including the Fox Theater. It presents the clearest opportunity to build upon assets to revitalize downtown.

2. Ramsey near 4th and 3rd Streets – This area presents a number of opportunity sites, including a potential open space next to the Boys and Girls Club. New development and open space could complement social service uses.

3. City-Owned Large Development Site – The large development site is a unique opportunity to build a new section of downtown, connected to City Hall, to complement the historic downtown core. Development will need to abide by Surplus Land Act rules which "is a "right of first refusal" law that requires all local agencies to offer surplus land for sale or lease to affordable home developers and certain other entities before selling or leasing the land to any other individual or entity." [1]

4. San Gorgonio North – This area also has cultural, educational and recreational assets and a pleasant street character. The area could be strengthened in its function as a neighborhood corridor connecting downtown to residential areas further north.

5. 8th St and Ramsey – This area is an important arrival point to the city and vehicular gateway to downtown.

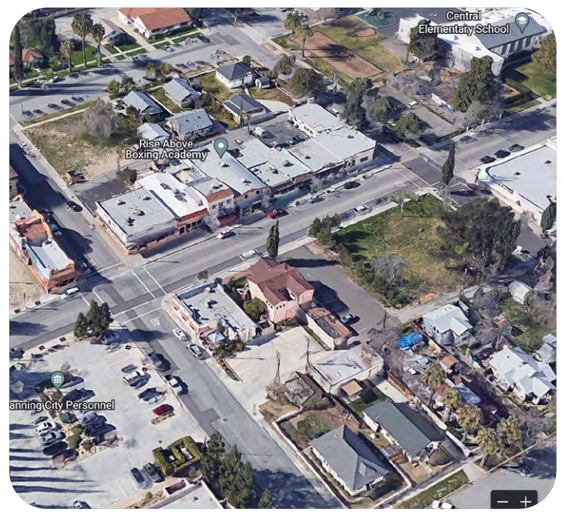
1 California Department of Housing and Community Development



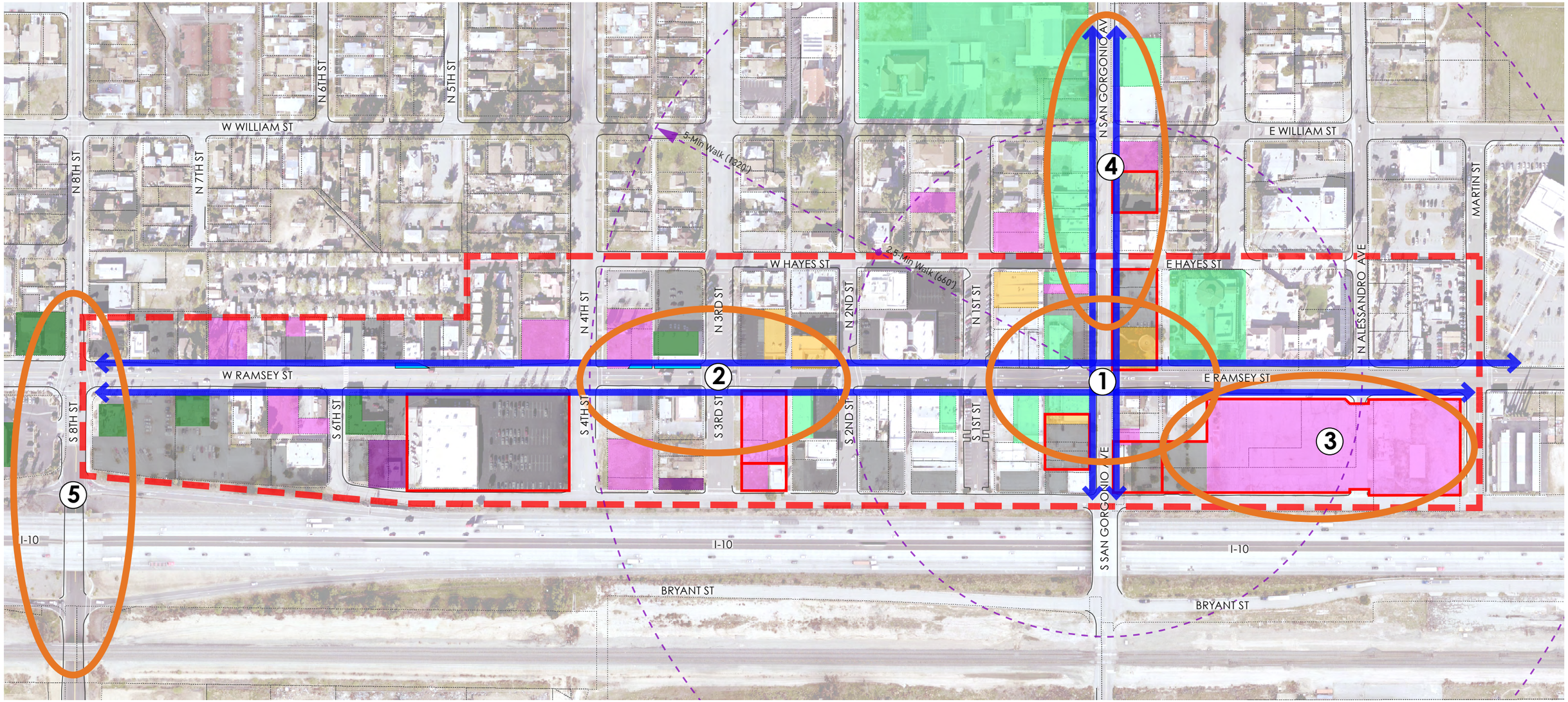
① Cluster #1 - Ramsey & San Gorgonio Intersection



② Cluster #3 - Large Vacant Plot along East Ramsey



③ Cluster #4- Redeveloped but some unoccupied


W WILLIAM ST
N 8TH ST
N 7TH ST
N 6TH ST
N 5TH ST
5-Min Walk (1320')
2.5-Min Walk (660')
W HAYES ST
N 4TH ST
N 3RD ST
N 2ND ST
N 1ST ST
N SAN GORGONIO AVE
E WILLIAM ST
E HAYES ST
N ALESSANDRO AVE
MARTIN ST
W RAMSEY ST
E RAMSEY ST
S 8TH ST
S 6TH ST
S 4TH ST
S 3RD ST
S 2ND ST
S 1ST ST
S SAN GORGONIO AVE
1
2
3
4
5
I-10
BRYANT ST
Vacant Lots
Underutilized Parcels
Repurpose Potential (good quality building)
Downtown Assets
Pass-Through Assets
Off-Street Parking Lots
On-Street Opportunity
Publicly Owned Opportunity Site
Specific Plan Area
Walking Radius 5 min (1320')
Upgraded Street Connections
0
125'
250'

Access and Gateways

Despite being an area which is recognizably different from most of the suburban-style development in nearby communities, Downtown Banning is almost entirely unmarked, unrecognizable and difficult to access for the millions of travelers who pass by it on I-10 annually. The area is not even signed for Banning residents who access it from local streets.

Currently, nearly half of retail visits to downtown derive from Banning itself, and the majority of other visitors come from nearby communities such as Beaumont and Cabazon. Nevertheless, increasing visibility of downtown from I-10 gives the district the opportunity to tap into the spending power of the approximately 134,000 daily drivers (2017, Caltrans) which travel along the interstate highway.

FOCAL ELEMENTS

Focal elements could be landscaping, decorative walls, pylons, public art, etc. which announce arrival or directions to the downtown.

BRIDGE TREATMENTS

Potential bridge treatments could include "Downtown Banning" murals painted on the side of I-10 overpasses or treatments underneath the bridge, such as murals or lighting, which improve the active transportation experience into Downtown.

SIGNAGE

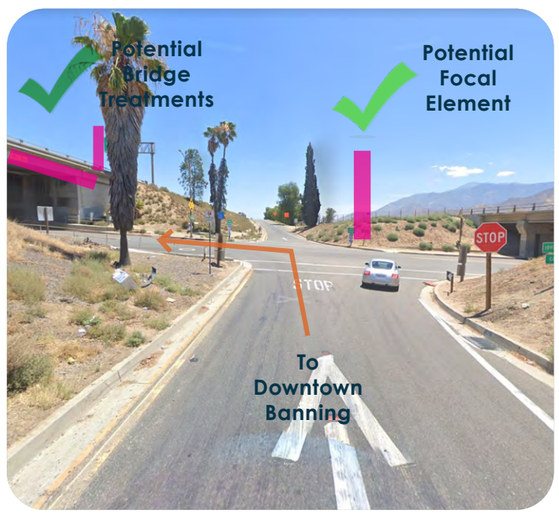
Signage leading to Downtown Banning is needed in multiple locations including along the I-10 mainline, at the end of the freeway exits at 8th Street and Hargrave Street, and along San Gorgonio Avenue.

REORIENTATION OF CIRCULATION

The lack of direct freeway access to Downtown Banning at San Gorgonio Avenue is a significant constraint to economic development in the area. When I-10 was first constructed, exiting motorists traveling eastbound connected to a one-way Bryant Street and came to an intersection at San Gorgonio; motorists traveling westbound connected to a one-way Livingston Street, similarly coming to intersect San Gorgonio. In the long term, working to reestablish this street pattern would strengthen the position of Downtown Banning (although it would negatively effect 8th Street and Hargrave Street). It would also provide motorists traveling south toward Idyllwild a direct connection to CA Route 243.

GOALS:

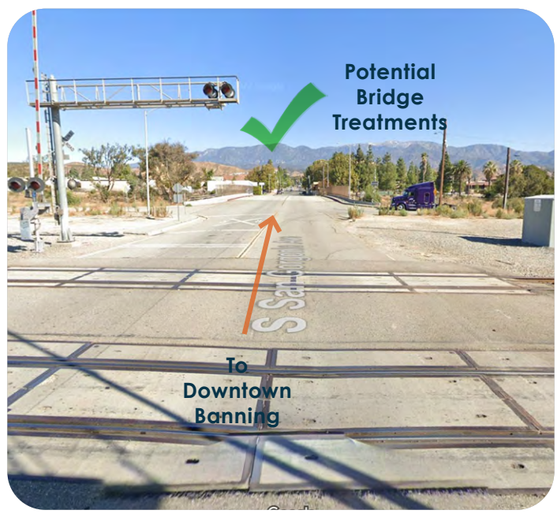
- Increase visibility, recognition and access to Downtown Banning for pass-through I-10 travelers
- Provide clear gateways into and out of Downtown, identifying it as a unique district



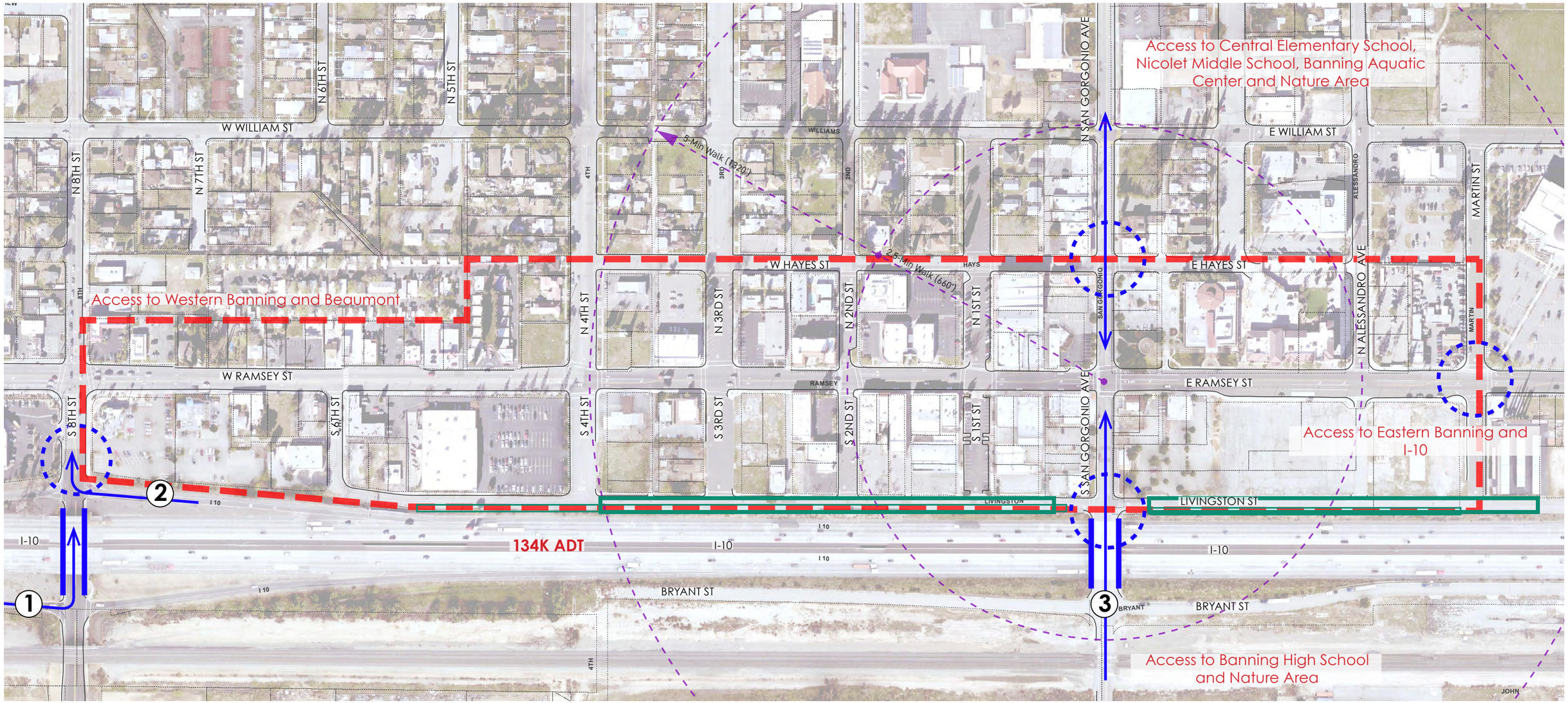
① I-10 East Bound Freeway Exit at 8th St



② I-10 West Bound Freeway Exit at 8th St



③ San Gorgonio Ave North Bound over I-10



District Access and Gateways Map.

Gateway
Potential Additional Freeway-Oriented Signage Zone
District Marker and Identification
Access
Specific Plan Area
Walking Radius 5 min (1320')

0 125' 250'

COMPLETE STREETS

Ramsey Street serves as Banning's Downtown Main Street supported by adjacent parallel streets of Hays and Livingston, north and south respectively. Running perpendicular to these are 4th St- 1st St from west to east respectively as well as San Gorgonio, Alessandro St and Martin St. 8th St at the west of the study area connects to interstate 10 and is a major gateway to the study area. The following section outlines the existing conditions of these streets, addressing the challenges of varied right-of-way segments, missing pedestrian elements, and constrained conditions that do not meed ADA requirements. Many opportunities in these few streets exist for improving accessibility, safety, and comfort for non automobile users, and elevating the daily experience of traveling along Ramsey Street or patronizing its storefronts. Opportunity also exists to reconsider the distribution of parking downtown in order to re-distribute the public right-of-way for assets such as wider sidewalks, street trees, and bicycle facilities, while still maintaining access for those visiting or living in Banning to experience downtown.

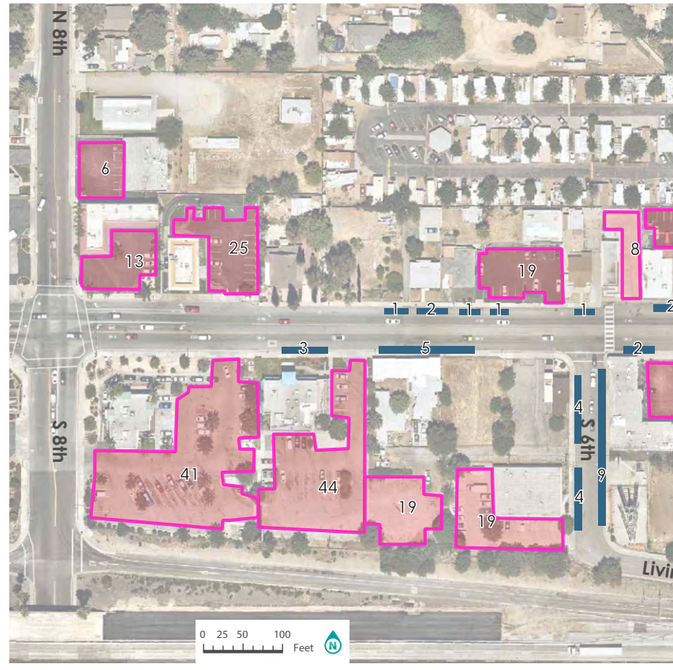

A'S NOTHING OVER $.99
L.A'S NOTHING OVER $.99
FASHION UNDER $9.99
FASHIONS UNDER $ 9.99
FOX
ANGEL'S BLACK TIGER ACADEMY

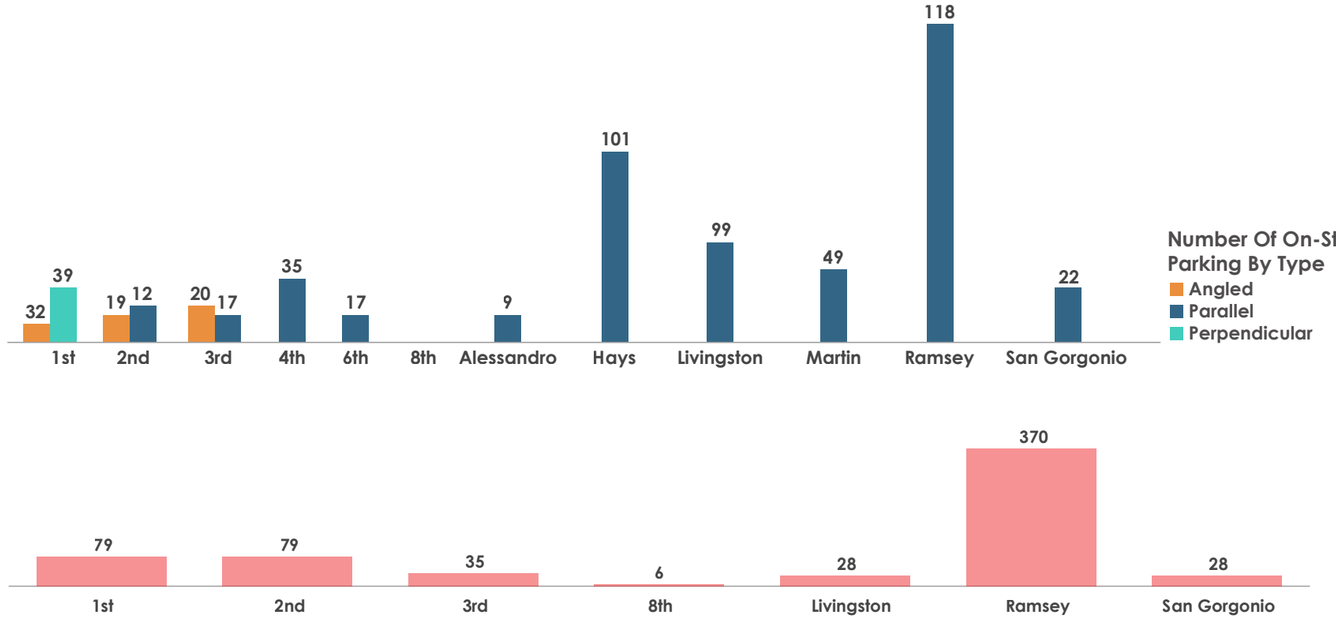
Parking In Downtown Banning

In downtown Banning there are over 1,215 parking spaces of on-street and off-street combined. Close to 1/3 of these are private off street lots, but still might be used by those parking downtown due to relatively loose and sometimes ill defined use. 129 off street spaces are public, with 101 of them located in the 1.4 acre lot shared by the Riverside Department of Public Social Services and the Greyhound Bus Station. The other 28 are on the west side of San Gorgonio between Livingston Street and Ramsey Street. These parking spaces were counted as both existing formal spaces with striping, as well as all spaces where no formal markings exist, but parking is happening. Many spaces that are unmarked are on streets with vacant lots and were counted to get the general quantity of potential space if all land use were built-out. An average of 18' for parallel spaces was used to calculate number of approximate spaces available, rounding down to the nearest whole number.

There are 590 total on-street spaces. All 39 perpendicular spaces are on South 1st Street, while the 71 angled spaces are on 1st Street, 2nd Street, and 3rd Street. 480 parallel spaces are spread out throughout the downtown. 57 of them being short term green curb spaces and 3, yellow loading spaces. On-Street Parking on Ramsey Street on one side or both could be eliminated to make more room for pedestrian and active transportation infrastructure as the number of potential available spaces on the north side of Livingston Street alone could offset all of the spaces on Ramsey Street and is only one block from shop fronts. Businesses also have parking behind stores but it is often crumbling and overgrown. Resurfacing these lots and making them safe and accessible at all times of day as well as easily connected via sidewalks and alleys will allow patrons to continue to access stores without dealing with traffic on Ramsey. Parking throughout downtown needs to be formally marked with signage and striping so drivers easily can tell if they can park or not, and also prevent vehicles from parking in odd positions causing a chain reaction of lower numbers of vehicles along a street.

	Acres	Number of Spaces
Off Street		
Private	4.70	496
Public	1.50	129
Total Off Street	6.10	625
On Street		
Angled	0.32	71
Perpendicular	0.18	39
Parallel- Not Marked	2.40	420
Short term parking	0.20	57
Commercial loading 30 min max. Passenger loading-5 min max.	0.01	3
Total On Street	2.07	590
Total All Parking	8.90	1,215







Public Parking With Lack of Signage/ Lack of Markings for Street Parking

Angled Parking On Wide Streets



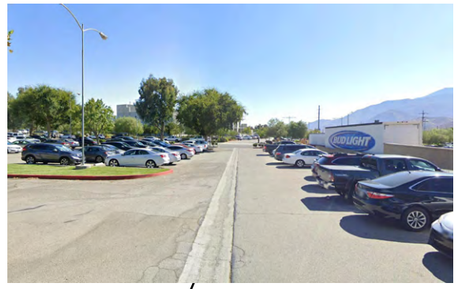
Angled Parking On Wide Streets

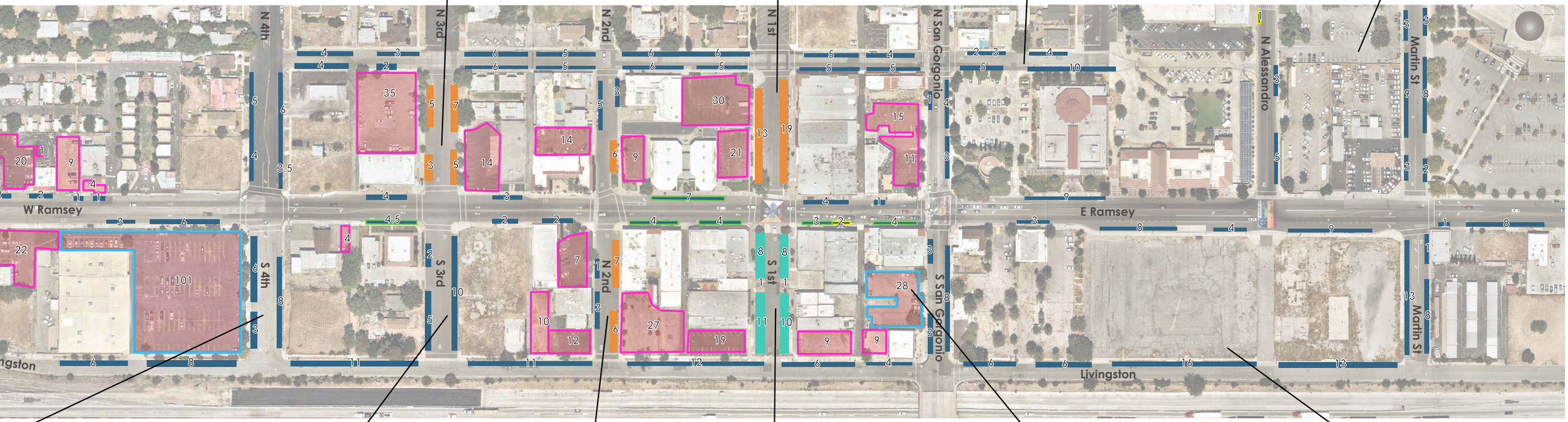


Short Term Parking Near Police Station



Street Turned Into Parking Lot







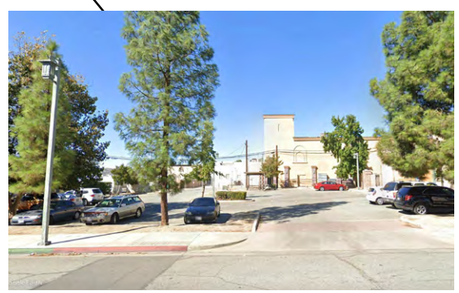
Lack of Markings for Parking



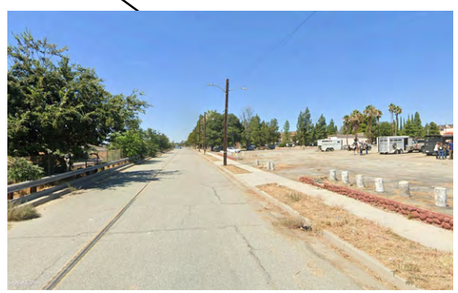
Unclear Ownership and Use of Lots Behind Businesses



Street Treated As Parking Lot



Public Parking With Lack of Signage



Uncertain Parking Allowance on Livingston

COMMUNITY ENGAGEMENT

Engagement with members of the community is a vital part of the design process and helped the project team guide decisions for how best to implement the desires of the community. Throughout the project there were several engagement events with community and stakeholder groups both to gain initial insights and later to get feedback on several design concept themes.


Banning Downtown Revitalization
Plan de Calles Completas y Revitalización del Centro de Banning
Street Safety and Transportation
What would you like to see downtown? Add your comments!


Banning Downtown Revitalization and Complete Streets Plan
Plan de Calles Completas y Revitalización del Centro de Banning
Development and Experiences
What would you like to see downtown? Add your comments!
Desarrollo y Experiencias
¿Qué te gustaría ver en el centro? ¡Añade tus comentarios!
I would like to see this
Me gustaría ver esto

Round 1 - Initial Engagement

In Person Events

The initial engagement took place on October 27th, 2022 at a number of places throughout the day. These included: Downtown Business owners Ad Hoc Committee, Banning High School, Nicolet Middle School, Central Elementary School, and a Community Workshop Meeting at City Hall. At these different locations the project team gave presentations and heard valuable feedback from community members. Collecting feedback happened with the aid of display boards with information on topics including: Urban Design, Development Experience, and Street Safety and Transportation.

Urban Design

The community showed interest in slow streets, programmed alleys, bike parking as well as active street terrace, green stormwater management, shade, and outdoor gathering. There were a few dislikes marked on the board, including active street terrace with elements like barrels and furniture, as well as outdoor gathering space which might relate to the concern of unhoused people downtown voiced by some.

Development and Experience

Participants were excited about street festivals, public parks and open space, farmer/flea markets, outdoor movies and night attractions. Initial findings also showed interest in mixed use development to offer spaces for residential and live-work studios downtown.

Street Safety and Transportation

Street improvements focusing on pedestrian and cyclist safety were supported with speed and making space for all users being a top priority. All ages shared this sentiment but even more so from students who mentioned the desire for a safer route from schools to Downtown to meet up after school.







Example engagement board from initial day

Round 1 - Initial Experience Survey

Throughout the duration of the project in addition to in person engagement there were two online surveys which allowed for the community to provide input on the project. The first survey had 250 complete responses and asked general questions about their use of downtown amenities they might like to see in Downtown Banning.

TIME SPENT DOWNTOWN?

77% of people visit downtown because they live here and time spent downtown was 51% for less than one hour, 13% for a few hours, 5% for most of the day, and 30% for I do not visit downtown.

HOW OFTEN DO YOU WALK, BIKE, OR TAKE TRANSIT DOWNTOWN?

52% of respondents never use non-vehicular modes downtown while 20% do a few times per month. less than monthly and a few times a week both had 12%, and 2.5% used non-vehicular modes everyday.

WHAT WOULD MAKE YOU FEEL MORE COMFORTABLE OR SAFER WALKING, BIKING, ROLLING, OR TAKING TRANSIT DOWNTOWN? PLEASE CHOSE TOP 3.

Respondents ranked safer crossing infrastructure (crosswalks, pedestrian signals, etc.), and pedestrian lighting as most desired to make non-auto mobility more comfortable. Wider sidewalks, seating, shade and bicycle parking were also desired to a lesser degree. Less cars on the street, bus stops with more amenities, and more affordable transit options ranked lowest. Some write-ins for the Other category included: "More businesses that were family friendly, everything is catered to low income", Businesses like food restaurants, clothing stores, modernizing downtown area like Fullerton or Brea" "Less transients" "Stores to Shop" and "diagonal parking, like on State Street in Redlands to slow down motorists and make Ramsey more 'pedestrian friendly'".

WHICH OF THE FOLLOWING STREETSCAPE AMENITIES WOULD YOU LIKE TO SEE IN DOWNTOWN BANING? PLEASE CHOSE TOP 3.

Respondents wanted lighting, outdoor dining, green landscaping and shade as their most desired elements. Seating, plaza/meeting space, public art and city monument/gateway are moderately desired, while pocket parks, hydration stations, wayfinding, pedestrian-only alleys are the least ranked.

GENERALLY, WOULD YOU BE WILLING TO LOSE PARKING SPACE OPTIONS IN DOWNTOWN BANNING IF IT MEANT WALKING AND BIKING FACILITIES WERE IMPROVED?

53% responded yes, 41% no and 5% other including comment about building a parking structure.

BANNING DOWNTOWN REVITALIZATION AND COMPLETE STREETS PLAN

Share your vision for Downtown Banning!



The City of Banning is developing a Banning Downtown Revitalization and Complete Streets Plan to improve quality of life in the Downtown area and beyond.

Learn more, fill out our survey and join the mailing list at:

bit.ly/banningcompletestreets

Join us *Business Owners*
***Thursday, Oct 27th at 11 a.m.,* for a Downtown Workshop, at the Banning City Council Chambers, at 99 East Ramsey Street!**

Join us *Community Members*
***Thursday, Oct 27th, 5 p.m.,* there will be a Community Workshop & Presentation to provide details on this project & the Active Transportation Plan (ATP) underway.**

Engagement announcement for first round of engagement in October and a link to survey

Round 2 - Concepts Theme Feedback

The second engagement day took place on May 17th, 2023. The day included a presentation at the Chamber of Commerce Sunrise Breakfast, walk audit with Downtown business owners, and two workshop sessions, one for business owners followed by a community open house. The three concepts presented were: The Spark, Park & Play, and Gradient, which illustrated various design and placemaking treatments. Results from the workshops (below) showed that the community preferred The Spark concept with Park & Play and Gradient vying for the 2nd favorite in different instances. See appendix for additional details.

Complete Street Design

Ramsey & San Gorgonio
The Spark (9 Votes)
Park & Play (5 Votes)
Gradient (1 Vote)

Shared Streets
The Spark (4 Votes)
Park & Play (1 Vote)
Gradient (5 Votes)

Alleys
The Spark (9 Votes)
Park & Play (2 Votes)
Gradient (1 Vote)

Look & Feel

Streetscape & Mobility
The Spark (8 Votes)
Park & Play (2 Votes)
Gradient (1 Vote)

Land Use
The Spark (2 Votes)
Park & Play (1 Vote)
Gradient (2 Votes)

Public Realm/Open Space & Placemaking
The Spark (9 Votes)
Park & Play (2 Votes
Gradient (0 Vote)

Mobility

The Spark (4 Votes)
Park & Play (2 Votes)
Gradient (1 Vote)

Gateways

The Spark (6 Votes)
Park & Play (0 Votes)
Gradient (1 Vote)

Land Use and Open Space

Overall
The Spark (4 Votes)
Park & Play (5 Votes)
Gradient (0 Votes)

Dev Site #1- SE Lot
The Spark (2 Votes)
Park & Play (2 Votes)
Gradient (2 Votes)

Dev Site #2- Civic Center
The Spark (2 Votes)
Park & Play (4 Votes)
Gradient (1 Vote)

Dev Site #3- Social Services
The Spark (1 Vote)
Park & Play (4 Votes)
Gradient (0 Votes)





Complete Street design boards



Land use and open space board- The Spark



Mobility- The Spark



Gateways- The Spark



Full maps for drawing and comments- The Spark

Round 2 - Concept Themes Survey

The second survey presented the design concept themes of The Spark, Park & Play and Gradient. The survey had 127 complete responses. Participants could rank their choices for each using the photo simulation vignettes to give a sense of what that theme could look like. Out of the seven categories all categories besides, Look & Feel, had The Spark as the first choice with almost 50% or over 50% of respondents choosing it.

Main Street Survey Results

Which Main Street Concept Do You Like Most? Rank 1-3, most to least.

Spark

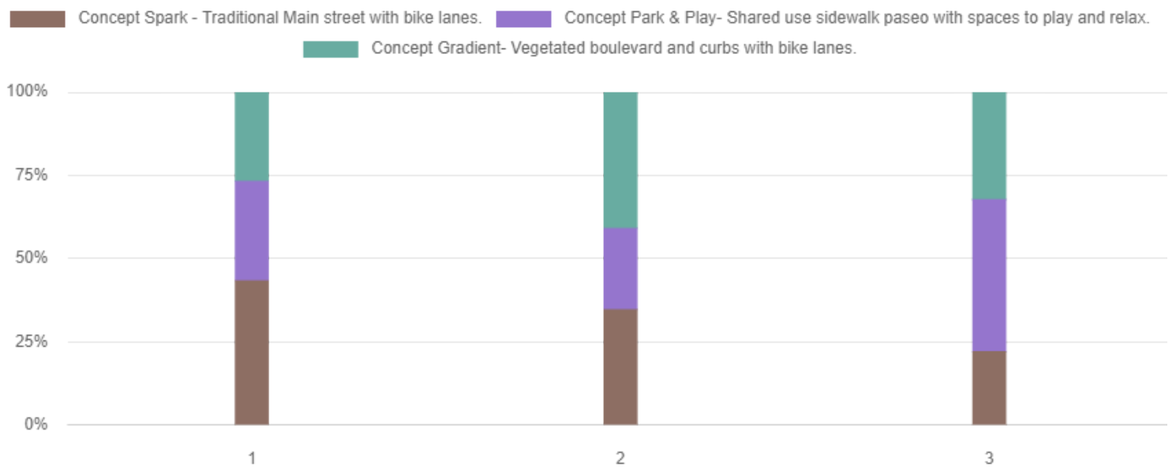


Park & Play



Gradient





Example of survey result which shoes The Spark at almost 50% or over 50%

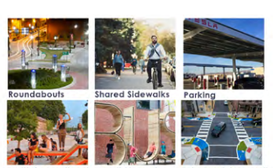
Look & Feel Survey Results

Which Streetscape and Mobility Elements Do You Like Most? Rank 1-3, most to least.

Spark

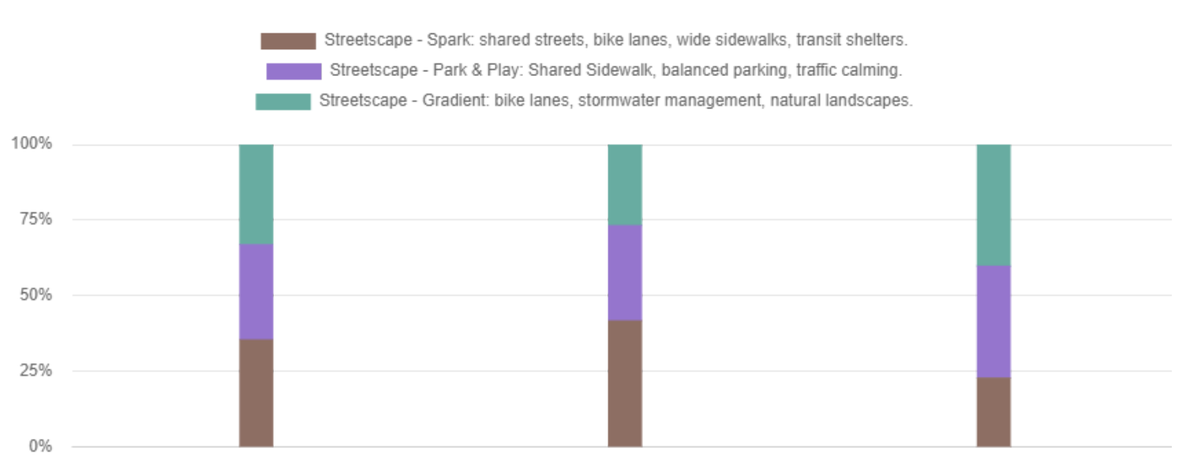


Park & Play



Gradient





Look & Feel was the only category which didn't have a clear first choice

CONCEPT THEMES

Concept Design Themes..... 46

Three Concepts 47

The Spark 48

Park & Play 50

Gradient 52

Mobility and gateways 54

Concepts 55

Access and Gateways 56

Concepts 57

Land Use & Open Space..... 58

Concepts 59

Existing Downtown Framework 60

Park & Play 64

Gradient 66

Look and Feel 68

Color Palettes..... 76

Small Town Charm 78

Scenic 80


CHAMBER OF COMMERCE
VISITORS
BANNING
BANNING
CHAMBER
OF COMMERCE

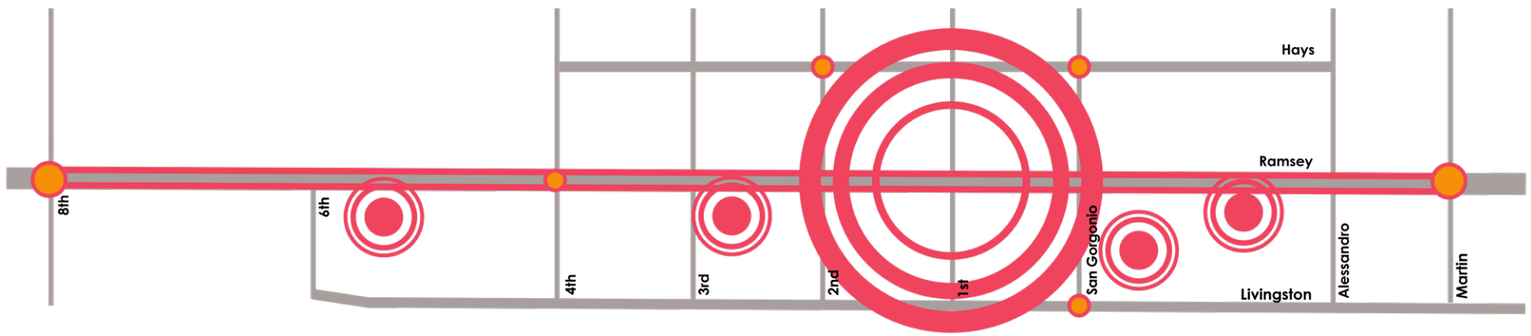
CONCEPT DESIGN THEMES

Three distinct themes were investigated to bring varied character to the corridor. A design theme is a unifying and recurrent idea which is made clear through recognizable elements such as patterns, forms, colors, textures and materials.

Three Concepts

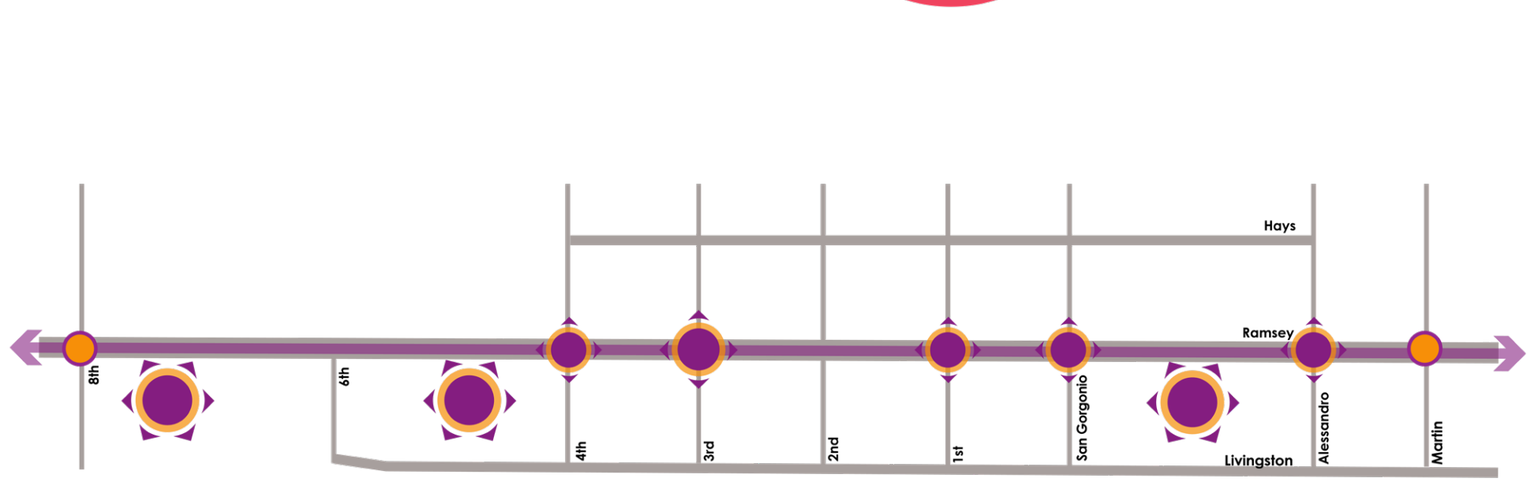
1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



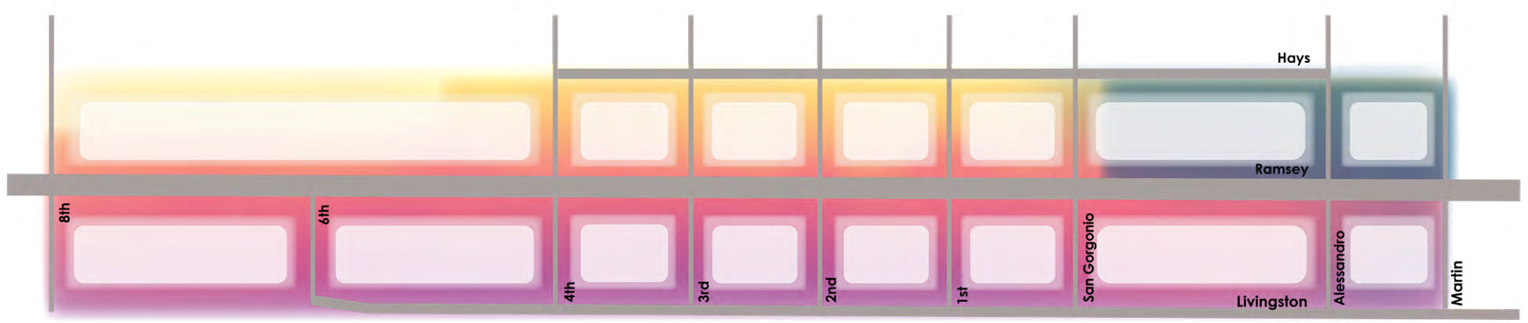
2: Park & Play

GREAT HUBS, ACTIVE SPACES



3: Gradient

LIVE/WORK BANNING; BLURRING THE LINES



The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY

Key Design Moves

- **Mobility:** More traditional main street with balance of parking and protected bike lanes.
- **Land Use:** Traditional, mixed-use downtown with development focused on core of downtown with infill on north-south streets and reuse of existing structures.
- **Open Space:** A network of narrow, historic inspired back-alley pedestrian paseos to be looped to connect a collection of new open spaces like court yards and shared street and key downtown businesses.

Figure 10. Communal Alleyway



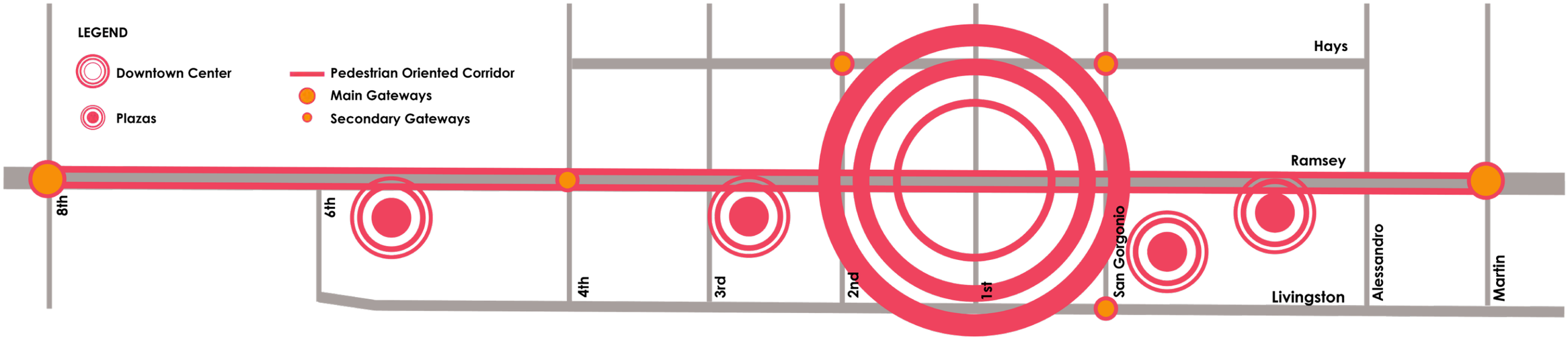


Figure 11. 1st St and Ramsey Shared Street



Park & Play

GREAT HUBS, ACTIVE SPACES

Key Design Moves

- **Mobility:** Wide shared use sidewalk on main street allows users that park off of Ramsey to access downtown. Roundabouts at 4th and Martin slow traffic into downtown.
- **Land Use:** Combination of residential and mixed-use with entertainment attractors and a hotel to provide place for play and activities for local residents and visitors.
- **Open Space:** Playful elements on widened main street and alleys. Expanded Civic Center park connects to new land uses in downtown.

Figure 12. Playful Alleyway



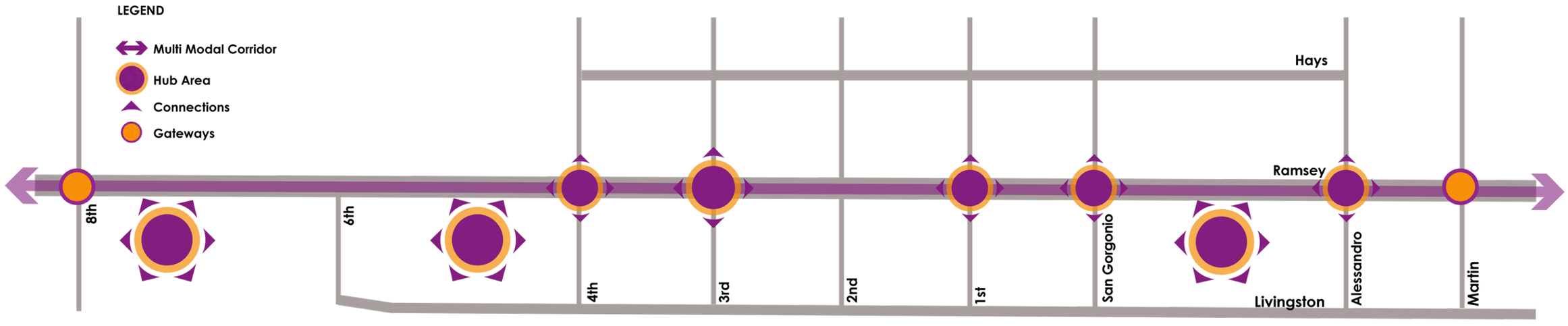


Figure 13. 1st St and Ramsey Shared Street



Gradient

LIVE/WORK BANNING; BLURRING THE LINES

Key Design Moves

- **Mobility:** Tree lined boulevard main street with protected bike lanes and shared streets.
- **Open Space:** Streets and alleys filled with stormwater green infrastructure. Flexible park space at Civic Center.
- **Land Use:** Live/work housing and small scale commercial/industrial land uses blend into commercial and more traditional residential from south to north through downtown.

Figure 14. Green Infrastructure Alleyway



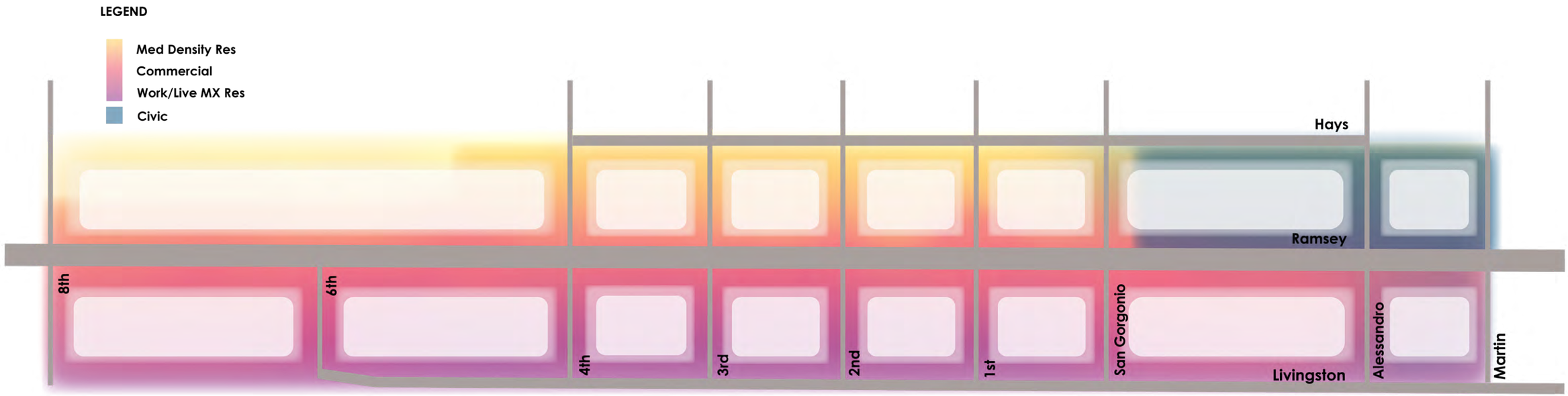


Figure 15. 1st St and Ramsey Shared Street



MOBILITY AND GATEWAYS

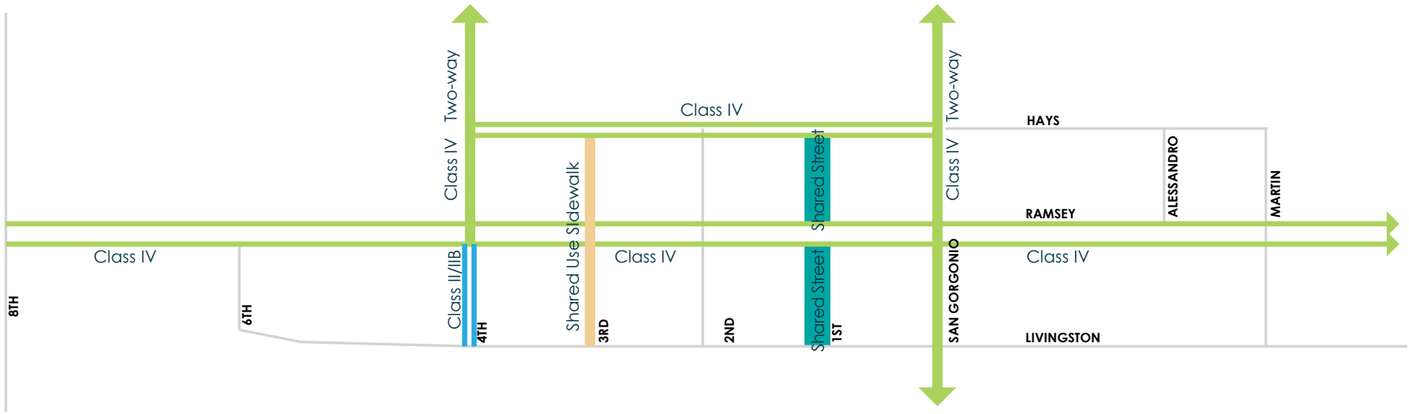
Three mobility concepts were created to explore how combinations of Complete Streets elements would work together to provide safe access to and within Downtown for pedestrians and cyclists. The Appendix provides more details on these mobility concepts with diagrams and precedent imagery of mobility elements.

Similarly, the exploration of gateway alternatives considered how residents and visitors would know where Downtown began when coming from the interstate or other parts of town.

Concepts

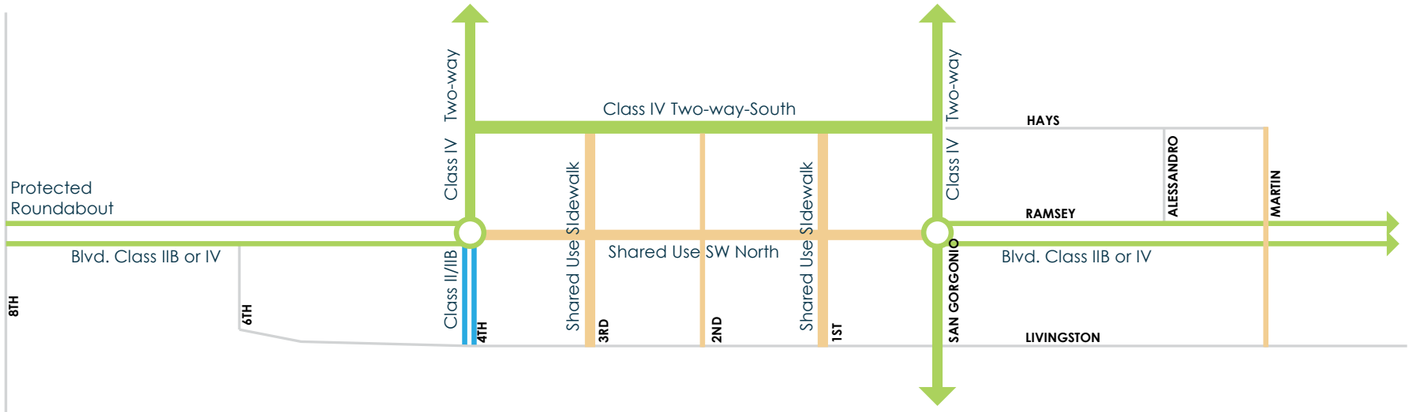
1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



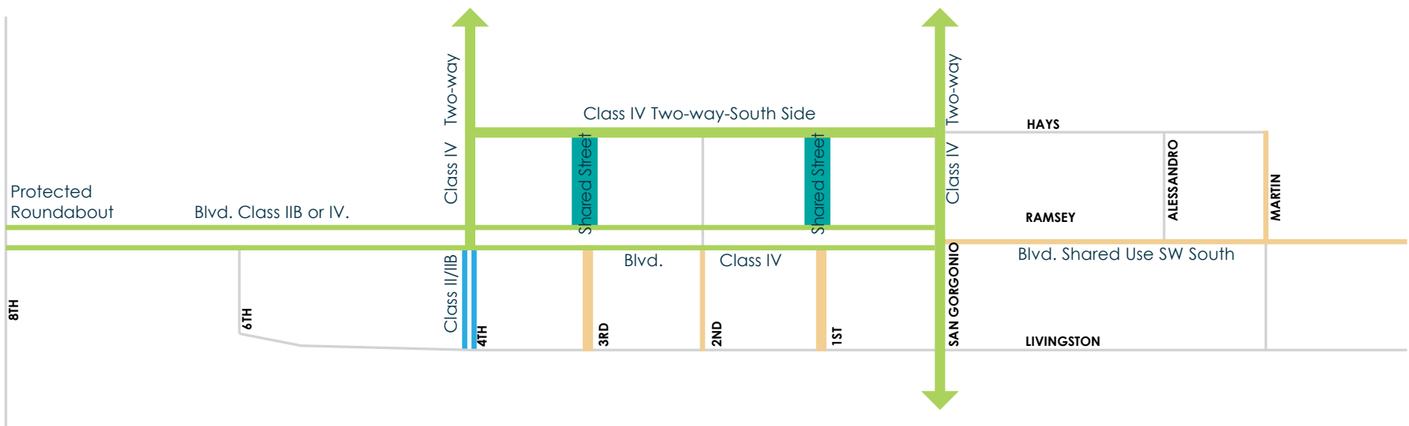
2: Park & Play

GREAT HUBS, ACTIVE SPACES



3: Gradient

LIVE/WORK BANNING; BLURRING THE LINES



Access and Gateways

The Spark

- **G1: Gateway Sign.** Currently proposed to span over Ramsey at 3rd St. Suggest moving the location to 4th St to better align with where we see the western gateway to the downtown core starting with the proposed planning and development concepts. Although some interesting concept directions have been proposed for the gateway elements, it may be worth stepping back and looking at a holistic approach to all the downtown elements and features as part of a branded downtown effort. Could also consider a downsized approach to the message board to be a more monument-type or pylon-type rather than a road-spanning gateway structure, which could feel very heavy and constraining to future downtown extents. Alternatives to digital message boards, such as gateway signs and banners, should also be considered. 4th St should be the start of the pedestrian-focused core of downtown, rather than a vehicular focused entry so scaling the gateway elements appropriately will be important.

- **G2: Monument Sign.** Currently proposed at 8th St (southeast corner). 8th St to 4th St to be more of the vehicular focused side of downtown. Will a smaller message board type at 8th be visible enough to call attention to arrival to downtown Banning? Will a gateway element perhaps be more appropriate at this location (and message board at 4th)?

- **G3: East Side Gateway.** Nothing has been proposed for the eastern edge of downtown as part of the City's Message Board Signage package, but a complimentary gateway or message board could be considered to better mark the eastern gateway to downtown. Potential locations could include element locations at: Martin St, the eastern edge of the Civic Center (halfway between Alessandro and San Gorgonio), or at the San Gorgonio intersection.

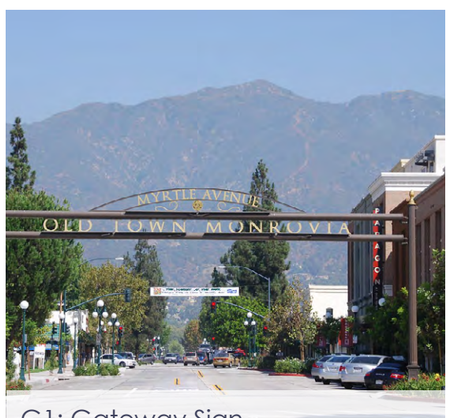
Park & Play

- **G4: 1-10 Bridge Markers.** Uniquely identify Banning from I-10 in both the east and west bound directions. Potentially combine with study for other access and gateway opportunities.

- **G5: Off/On Ramp Markers.** Mark arrival to Banning from I-10 exit ramps with a sign type coordinated with the rest of the gateway and access types. With the limited space, this may need to be a pylon-type or monument-type.

Gradient

- **G6: Feature Edge Treatment.** Repetitive marching of unique urban elements and planting between Livingston and I-10 as arrival edge feature and definition of Downtown Banning as a sustainable district for passerby.



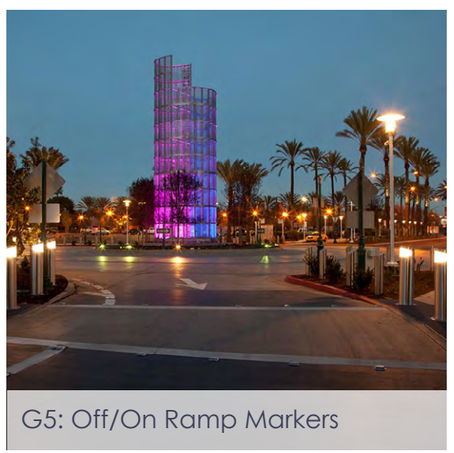
G1: Gateway Sign



G 2: Monument Sign



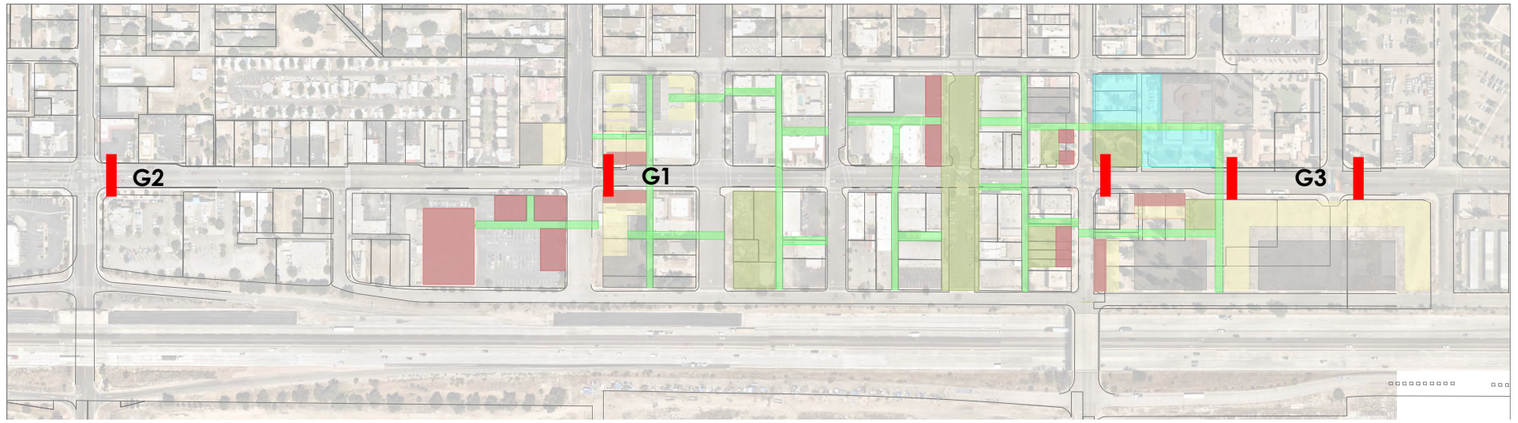
G4: I-10 Bridge Markers


G5: Off/On Ramp Markers

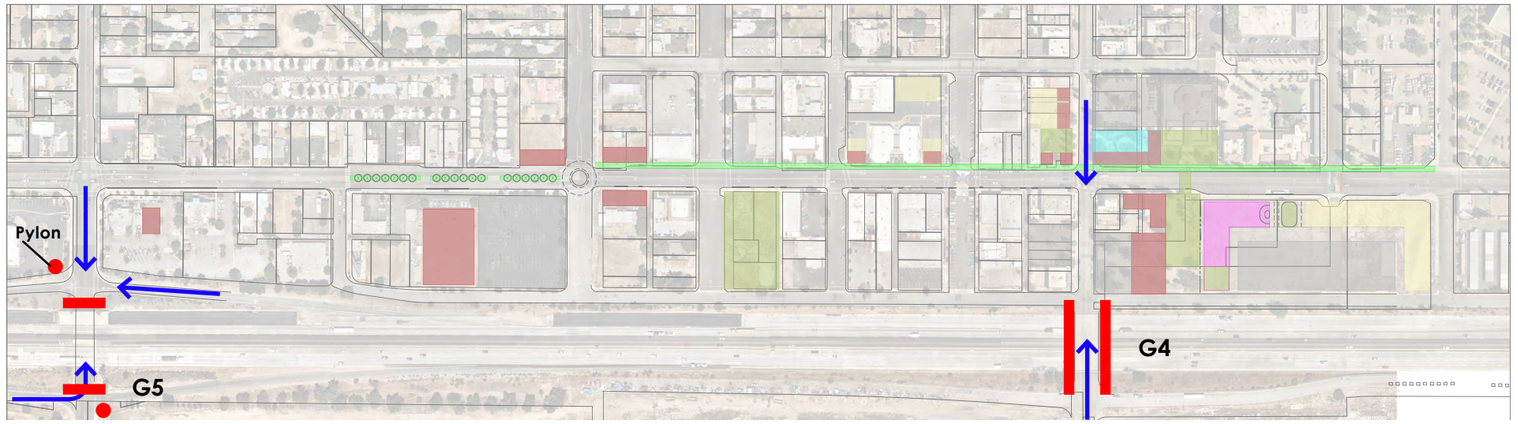

G6: Off/On Ramp Markers

Concepts

1: The Spark



2: Park & Play



3: Gradient



LAND USE & OPEN SPACE

Land Use and Open Space concepts presented three ideas of how to revitalize downtown. Each concept had a particular focus. The Spark depicted a more traditional mixed-use downtown with focus on 1st Street and Alleys, Park & Play provided a more visitor and entertainment focus on Ramsey Street, and Gradient blended land uses from the more residential north side of Ramsey to live-work area near Livingston Street.

Concepts

1: The Spark

TRADITIONAL, MIXED-USE DOWNTOWN

PLACES FOR OUR COMMUNITY

SENSE OF DISCOVERY

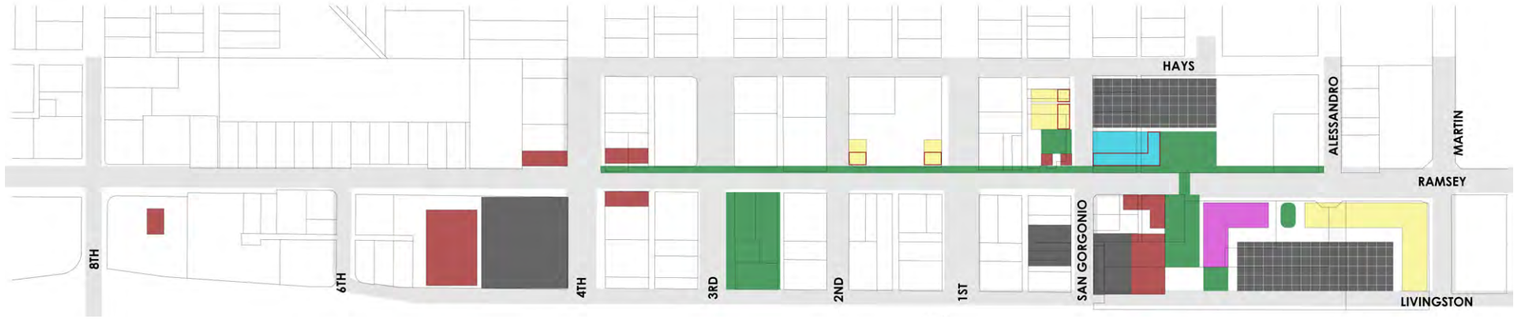


2: Park & Play

FRESH ENTERTAINMENT

DESTINATION FOR VISITORS

MAIN STREET PARK AND STROLL



3: Gradient

LIVE/WORK COMMUNITY

SOFTENING AND GREENING

CUSTOMIZED PRODUCTION



Existing Downtown Framework

1: Freeway to Downtown Transition Area. This area links the freeway entrance at 8th Street to other portions of I-10. Businesses are geared toward freeway and vehicular traffic in general, including fast food restaurants and banks. Large, expansive parking lots cover much of the south side of the street. Despite the appearance of the area, this portion does have some of the most visited businesses in downtown.

2: Downtown Core. The center of downtown, this area is the historic downtown. The portions along Ramsey Street between San Gorgonio Avenue and 2nd Street and along 1st Street between Livingston and Hays have a stronger concentration of pedestrian-friendly, retail shopfronts including popular attractions such as Jitters Coffee, the Fox Theater and the Firehouse Bar and Grill. The portion west of 2nd Street has a more mixed land use, with single-family and multi-family residential, auto-oriented retail and office/R&D-type facilities.

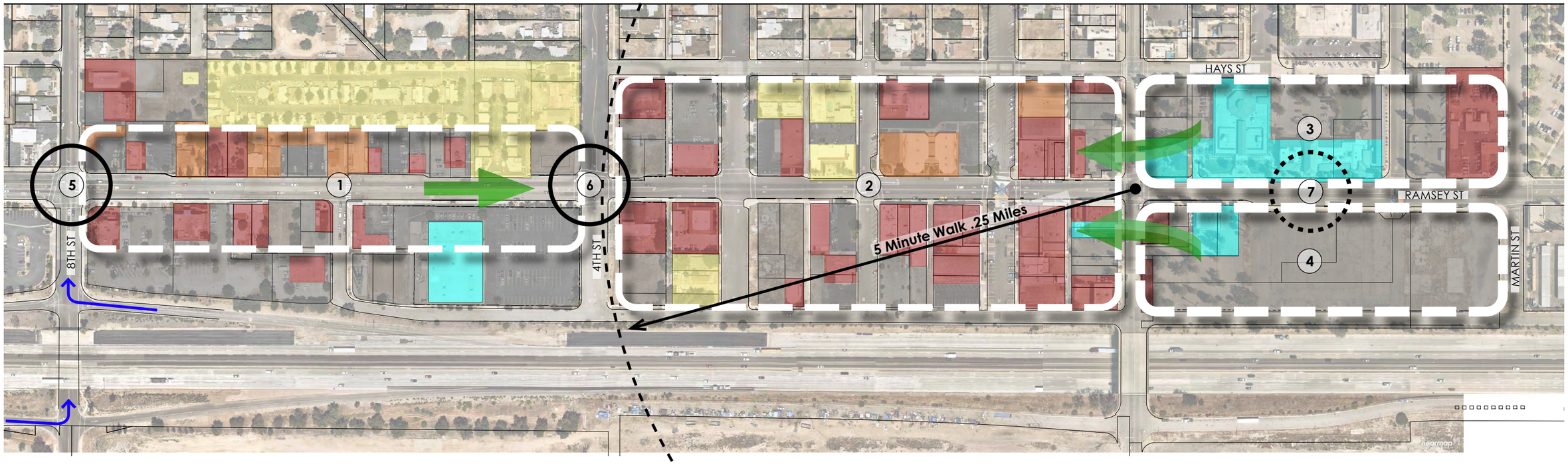
3: Civic Center/Eastern Transition Area. This area consists of civic-focused uses including City Hall, Police Station and Superior Court. Ramsey Street transitions from a wide boulevard to the east into the downtown street it is in the Downtown Core. The area has a significant daytime population which could contribute more to the Downtown Core.

4: City-Owned Opportunity Site. This large city-owned, vacant plot has the potential to drastically transform downtown with new development and relate to the Civic Center/Eastern Transition Area to create a new district of Downtown, feeding the downtown core.

5: Vehicular Gateway to Downtown. This intersection will be the pass-through for freeway traffic entering Downtown Banning.

6: Vehicular to Pedestrian Transition/Gateway Point. 4th Street marks the point at which block and building orientation patterns change significantly, marking the beginning of the walkable, historic downtown core. This is an appropriate location for a gateway element to mark the change.

7: Eastern Gateway. There is currently no discernible existing edge or gateway into downtown from the east, but land use and street design changes could create a strong gateway in this area.



Commercial/ Retail Use

Civic Use

Office Use

Residential Use

The Spark

TRADITIONAL, MIXED-USE DOWNTOWN , PLACES FOR OUR COMMUNITY, SENSE OF DISCOVERY

Open Space

- **OS1: Alley and Paseo Places.** A network of narrow back-alley pedestrian paseos to be looped to connect a collection of new open spaces and key downtown businesses. Paseos to be designed as 'places' to encourage adjacent business spill-out, exploration, art, and other experiential programming. Intended to initially connect core downtown areas radiating out and connecting to more areas over time to create a broad and connected network of downtown experiences.

- **OS2: Banning Pedestrian Mall.** A traffic-calmed, pedestrian and event space running north-south along the roadway of 1st Street between Livingston and Hays, creating a plaza-like space and providing opportunities within to stage events and activities of various sizes to help activate downtown Banning. The Mall should be connected to the overall open space network and circulation to encourage pedestrian movement and walkability downtown. The corridor will still be usable by vehicles but may be limited to certain times of day or controlled through other traffic calming measures.

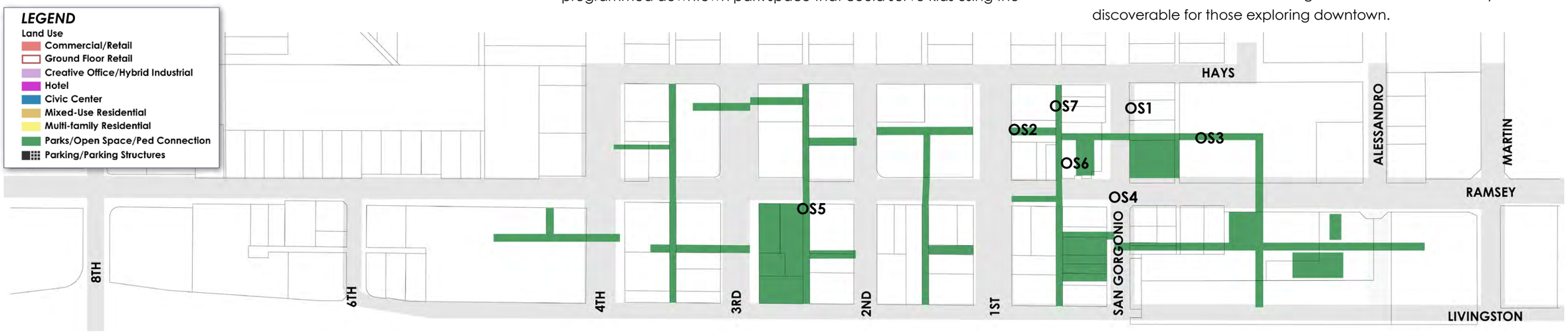
- **OS3: Civic Center Plaza.** A new vision for Carpenter Hamilton Park will better open and connect the park to the Ramsey / San Gorgonio intersection and core downtown development. A more hardscape-focused, plaza-like civic space will be highly visible and become the ceremonial gateway to City Hall. The existing fountain to be the focal point of the revamped civic space.

- **OS4: Courtyard Discovery Places.** A series of new courtyard spaces will provide an opportunity to increase overall vibrancy downtown by introducing a range of new programming options and to serve a broad selection of user groups. Some potential programming for the courtyards may include more intimate, local business focused events and activities such as: spill-out seating, outdoor movies, instructional classes, live music, art installations, and others. A scattering of various courtyard spaces will be linked with pedestrian paseos and help promote a sense of discovery downtown.

- **OS5: City Recreation Park.** The .66-acre vacant lot at 3rd St and Ramsey is a unique opportunity to provide a more actively programmed downtown park space that could serve kids using the adjacent Boys and Girls club as well as local residents not wanting to drive out of the downtown area to find more active types of recreation. Potential sport courts, sports fields, vending kiosks, exercise equipment, and other active recreation uses could be provided in the park.

- **OS6: Parklet Places and Connectors.** Replacing individual parallel parking spaces along Ramsey with more usable parklets will create opportunities for outdoor dining and other programming. Parklets grouped along an entire block can provide enhanced connections between areas that cannot be connected through back alleys.

- **OS7: Building Pass-throughs.** Several potentially underutilized buildings could be repurposed with publicly accessible pedestrian pass-throughs included to help complete key circulation links in the downtown and provide a unique architectural way of integrating interior-focused programming to the downtown experience. Art installations, cafes, entertainment pop-ups, and other uses could all be housed within the buildings and become more easily discoverable for those exploring downtown.



Land Use

- **LU1: Civic Center Expansion.** Phased expansion concept for the Civic Center to include new expanded Civic Center facilities focused on a featured corner plaza space, new structured district parking garage, and pedestrian paseo connections linking the development. See more detailed information on the proposed expansion concept under Development Site #2.

- **LU2: Mixed-use Residential Development.** New residential / urban living development concept for the 5-acre City-owned property along Ramsey between San Gorgonio Ave and Martin Street. Concept includes a multi-family residential development, potentially affordable, with parking, mixed-use residential infill with ground floor retail facing Ramsey Street/ San Gorgonio Ave, district parking garage, new courtyard open space, and pedestrian paseo connections linking the development. See more detailed information on the proposed development concept under Development Site #1.

- **LU3: Downtown Retail Infill.** New retail development blocks fill in gaps along San Gorgonio Ave and 1st Street to strengthen a more consolidated downtown core and activated by new adjacent courtyard open spaces and pedestrian paseo connections.

- **LU4: Multifamily Residential Infill.** New multifamily and mixed-use residential infill developments on the outskirts of the core downtown area and support the other new downtown development. New infill development to include ground floor retail when facing Ramsey. Pedestrian paseo connections to link the new / existing development. See more detailed information on the proposed development concepts under Development Site #3.

- **LU5: Neighborhood Shopping Center.** New shopping center repurpose and infill concept for the 2.4-acre County Services property at the southwest corner of 4th Street and Ramsey Street. The existing County Services building would be repurposed to a roughly 27,000 SF grocery store and surrounding infill retail would further break down the large existing parking lot with opportunities to add new retail businesses along Ramsey, including a potential location for the proposed laundry mat development. Pedestrian paseo connections to link the new / existing development and create a more walkable district. See more detailed information on the proposed development concept under Development Site #3.

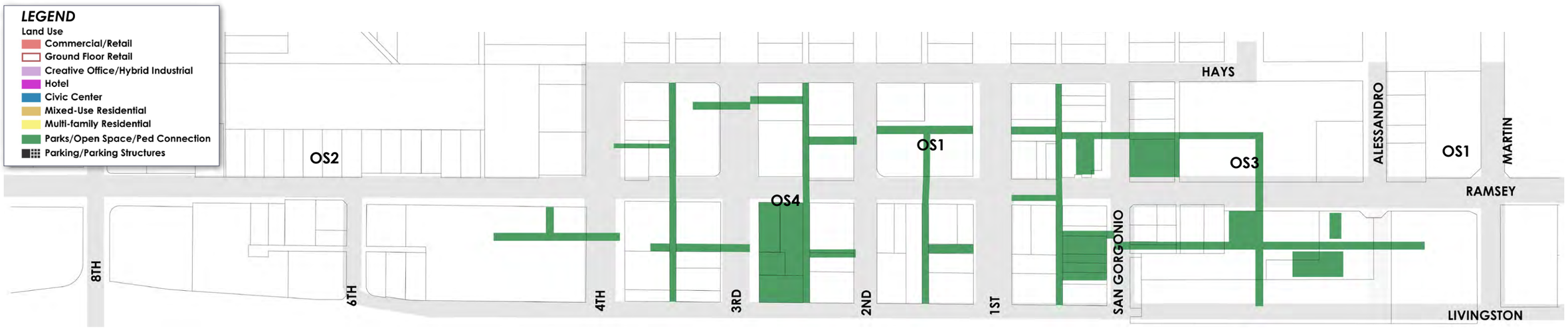


Park & Play

DESTINATION FOR VISITORS, ENTERTAINMENT, MAIN STREET PARK AND STROLL

Open Space

- **OS1: Main Street Ramsey.** Widened sidewalk along Ramsey Street, especially on the north side, to become a major east / west pedestrian promenade and Main Street strolling experience through the downtown, connecting key core area open spaces and businesses. On the west end, 4th Street to become a gateway to a more pedestrian-focused downtown. Opportunities for outside visitors coming into Banning to park and explore downtown on foot to be provided along Ramsey, including a major park and walk hub at 4th Street. On the east end, the Superior Court property anchors the edge of downtown as a major local employment center and could help drive a steady flow of local daytime visitors downtown with a strengthened connection.
- **OS2: Boulevard Entry Ramsey.** A tree-lined boulevard with a central median and accent planting to greet visitors arriving to downtown Banning from the 8th Street I-10 entrance. Broad medians will allow for easy vehicular u-turning and navigation to western downtown businesses catering primarily to outside visitors / I-10 stop-overs. Ensuring ease of arrival and access from outside are important to encourage further exploration downtown.
- **OS3: Civic Core.** A new Civic Center expansion coupled with new-build development at the City's 5-acre southeast property presents a major opportunity to not only link two important downtown development areas but also create an important open space destination supported by usage shared between both developments. Linking both sides of Ramsey Street will be important to make the north / south side developments feel seamless and connected. A potential tabled roadway crossing could physically help link both sides and slow east / west crossing traffic to prioritize pedestrians. A major new civic open space could be an attractor for both local residents and outside visitors. Some potential programming for the civic park may include: a large event lawn, kids play area, civic-scale water feature or focal element, accent planting areas, shade and greening, and other uses TBD. Lining the park edges with retail and other uses will also help better activate the park.
- **OS4: City Park.** With proximity to the vehicular / pass-through traffic side of downtown, a new city park at 3rd Street and Ramsey Street would also potentially serve visitors coming into downtown from outside Banning. A flexible-use space is envisioned to allow for a range of users to use the space and would operate mostly as a passive park. A dog park component would be one use that could serve both local residents and be attractive to visitors from the outside to stop and use the park.



Land Use

- **LU1: Civic Center Expansion.** Phased expansion concept for the Civic Center to include new expanded Civic Center facilities that would front directly up to Ramsey as a concept and better engage the Ramsey Street/ San Gorgonio Ave intersection, new civic core park, and a widened Ramsey promenade. Ground floor retail would serve the Civic Center facility and help activate the adjacent promenade. Enhanced architectural features on the new Civic Center building would provide visual cues framing the downtown core and act as a gateway. A new structured district parking garage would serve the Civic Center parking needs and be a district parking resource. See more detailed information on the proposed expansion concept under Development Site #2.

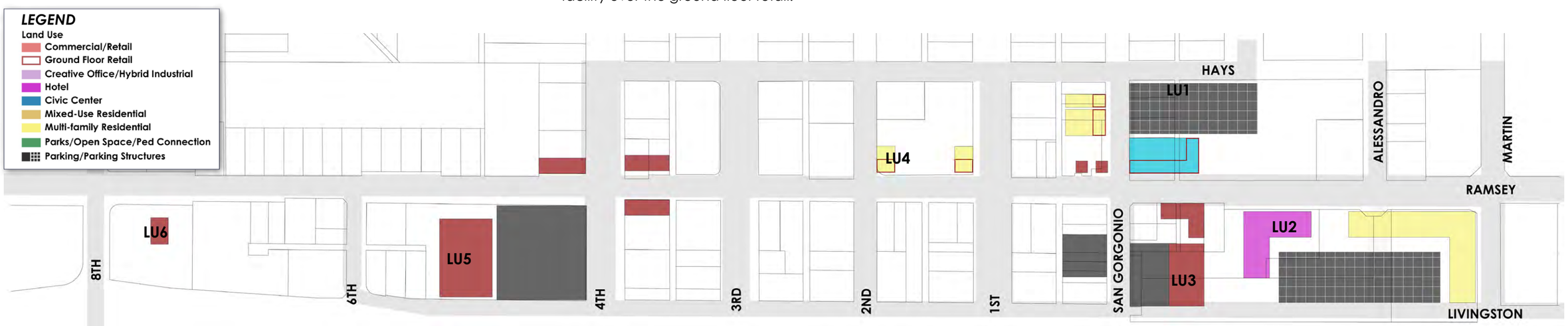
- **LU2: Mixed-use Hotel/Conference Development.** New hotel / conference / urban living development concept for the 5-acre City-owned property along Ramsey Street between San Gorgonio Ave and Martin Street with a focus on attracting outside visitors and guests to downtown Banning. Concept includes a 4-story hotel / conference facility, 5-story multifamily residential development, and a shared structured garage parking. New retail infill development blocks complete the concept on the western half of the property. New hotel and retail development to front on an existing new civic park and take advantage of the open space linking to the Civic Center development to the north. See more detailed information on the proposed development concept under Development Site #1.

- **LU3: Entertainment Use.** An entertainment use could provide a draw to the hotel and bridge the gap between the hotel and Downtown Core. Examples include pickleball, modern mini golf, axe throwing or an indoor shooting range focusing on Old West or bolt action weapons. See more detailed information under Development Site #1.

- **LU4: Ramsey-oriented Infill Development.** New retail development blocks focused on east / west infill along Ramsey Street to strengthen a more connected and activated promenade walk linking downtown. Several infill blocks between 1st Street and 2nd Street to include additional upper level residential / and parking facility over the ground floor retail.

- **LU5: Themed Attractor.** Business sector focused on elevating the typical retail or customer experience to help attract visitors normally just passing by, help retain them and create opportunities for guests to further explore downtown Banning. Two potential types of sub-businesses being targeted within this category include: Destination Rest Stop and Specialty Farmer's Market. These uses to be paired with an electric vehicle recharging facility to bring more people in. See more detailed information under Development Site #3.

- **LU6: New Drive-thru Restaurant(s).** Fast food restaurants located between 4th Street and 8th Street represent some of the most visited existing uses in downtown Banning with visitors coming from I-10 to visit the various businesses as they pass through the area. Opportunities to infill more food uses exist and will help draw in more outside visitors to downtown. Opportunities to enhance the current and new uses with spill-out seating and shared hang-out spaces would help get visitors out of their cars and exploring more of the downtown area.



Gradient

LIVE/WORK COMMUNITY, SOFTENING AND GREENING, CUSTOMIZED PRODUCTION

Open Space

- **OS1: District Greening.** Finding opportunities to add regular urban greening to existing and repurposed corridors and open spaces downtown will help provide much needed shade and cooling to the district and promote a more walkable environment. Cutting trees into existing sidewalk areas (with the needed soil volume) will be a long-term project but will drastically change the district. A continuous median along Ramsey will be an opportunity to also plant a regular rhythm of shade trees. Opportunities to also add green infrastructure to the district will help build a more sustainable community and lighten the load on expensive piped infrastructure over time.

- **OS2: Secondary Pedestrian Connectors.** Existing north / south alleyways to become secondary pedestrian circulation routes to better connect the district and increase walkability. With limited placemaking envisioned within these corridors, opportunities exist for adding green infrastructure and converting these spaces to true 'green alleys'.

- **OS3: Civic Center Park.** The existing Carpenter Hamiliton Park would be expanded to become an enlarged flexible-use park space for major city-wide events and other programming. Food trucks and other event infrastructure could be brought in as needed to scale up or down events within the space. The entire expanded park to be designed with the geometries needed for a parking lot and would have the ability to be driven over and parked upon with stabilized subsurface systems but would be planted and remain park-like on the surface. No roadway curbs planned within the park area.

- **OS4: Community Garden.** Aligned with the overall sustainability / greening of this concept, a small-scale community garden at 3rd and Ramsey would provide a community sourced agriculture use that could be supported, run, and used by local residents. The adjacent Boys and Girls Club could also be engaged to help maintain the gardens and use it as a learning tool for the children.

- **OS5: Buffer Greenbelts.** Several east / west greenbelts have been proposed south of Ramsey to help buffer the production / hybrid industrial / creative office land uses proposed in this concept from other potentially non-congruous uses such residential and live / work uses and to give some enhanced visual and noise screening. These buffering greenbelts to also offer important greening to the district and be opportunities to add green infrastructure.



Land Use

- **LU1: Civic Center Improvements.** No major facility changes are proposed for the existing Civic Center building in this concept, only modifications to the existing parking lot and to Carpenter Hamiliton Park. Focus of the facility's primary parking would shift to be head-in parking along Hays. The west side of the Civic Center would function as spill-over parking and mainly as an expanded flexible-use park space when not needed for facility parking.

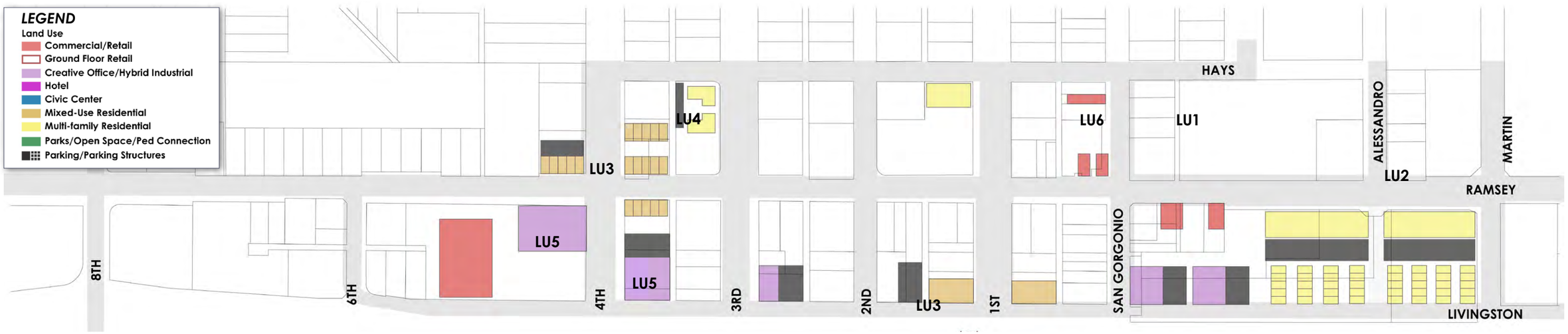
- **LU2: Affordable Housing for Artists.** New residential artist living development concept for the 5-acre City-owned property along Ramsey between San Gorgonio and Martin. Concept includes a 3-story artist loft development with surface parking lot flanked by a multi-story live / work development to the south. The western side of the site includes retail infill along Ramsey and larger production / hybrid industrial / creative office blocks on Livingston. See more detailed information on the proposed development concept under Development Site #1.

- **LU3: Live/Work Residential Infill.** New live / work infill developments on underutilized or vacant properties along both the north and south sides of Ramsey and between Ramsey and Livingston. Intended to help add people to the district to support new downtown amenities. Live / work units along Ramsey to include ground floor small-scale, self-employed businesses such as artist studios, dentists, accountants, etc and to activate the Ramsey frontage with more economically feasible uses that could work outside of the main downtown core.

- **LU4: Multifamily Residential Infill.** New multifamily infill developments on underutilized or vacant properties between Ramsey and Hays. Intended to help add people to the district to support new downtown amenities. Low-rise multifamily building types are intended to help better transition denser downtown development to the scale of the adjacent single family residential neighborhoods.

- **LU5: Small-scale Production / Hybrid Industrial / Creative Office.** Opportunity to introduce some new types of production-based, hybrid industrial, and creative office uses to the district that would offer business types not happening in surrounding areas and offer the district a unique market position. Many of these businesses could fill in the largely underutilized or vacant properties along Livingston with cost-effective warehouse types of buildings and not affect the smaller-scale, brick-and-mortar Ramsey frontage. Livingston would offer an attractive access route for those businesses needing loading or truck service without conflicting with more pedestrian-focused areas of downtown.

- **LU6: Retail Infill.** New retail infill development blocks focused in / around the Ramsey / San Gorgonio intersection to strengthen the downtown core with more consolidated and connected development. Included with infill to be the vacant lot south of La Carreta Dulceria.



LOOK AND FEEL

Each concept had a unique color and material aesthetic to show options for Downtown and ranged from more traditional streetscape, to colorful sculptural design.

1: The Spark

SUBTLE ENHANCEMENTS WITH RUSTIC DESIGN ELEMENTS



2: Park & Play

PLAYFUL AND COLORFUL WITH SCULPTURAL ELEMENTS



3: Gradient

NATURE FORWARD WITH PLANTINGS AND NEUTRAL TONES

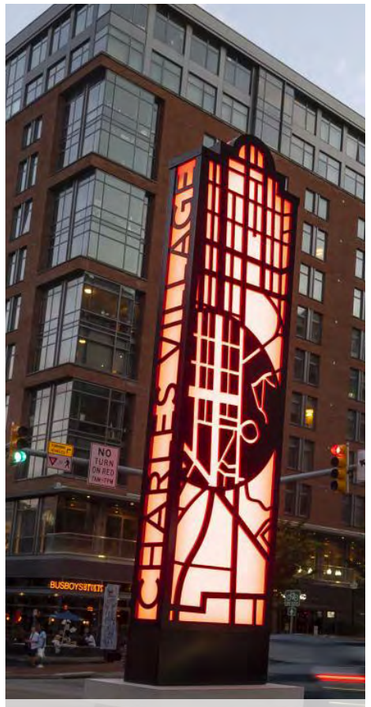


The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY

Streetscape Amenities

ELEGANT, DECORATIVE DETAILS, FINE TEXTURES



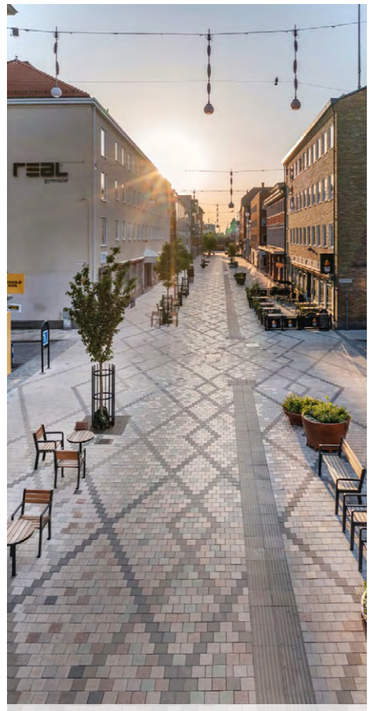
Gateway Element


Textured Elements


Bench

Artistic Details


Bike Racks



Paving

Public Realm/Placemaking

ENHANCED EXISTING ASSETS


Alley Activation



Town Square


Farmer's Market


Night Activation


Parklets

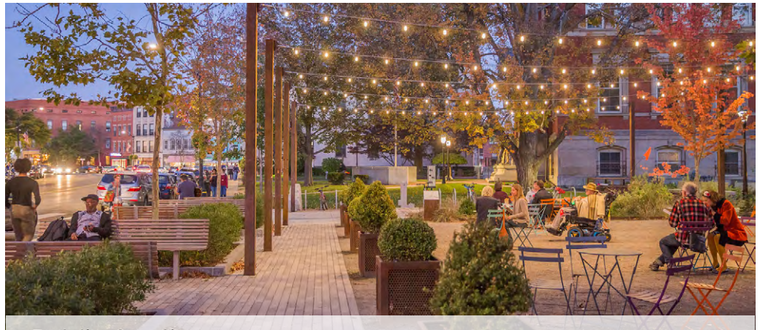

Public Seating



Figure 16. Ramsey and San Gorgonio Intersection





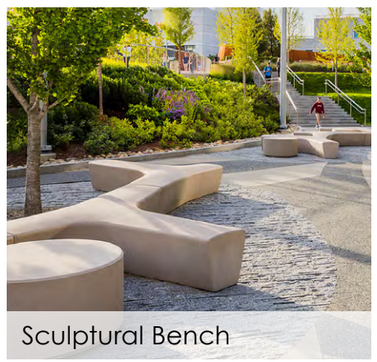
Park & Play

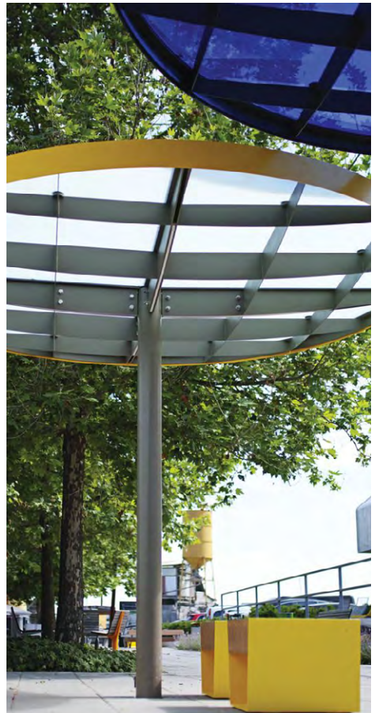
GREAT HUBS, ACTIVE SPACES

Streetscape Amenities

VIBRANT, SCULPTURAL, INTERACTIVE


Bench

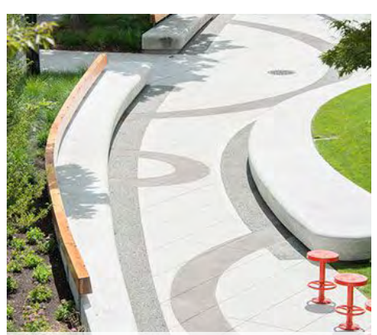

Sculptural Bench


Transit Shelter


Creative Public Seating


Pedestrian Lighting


Bike Racks


Paving

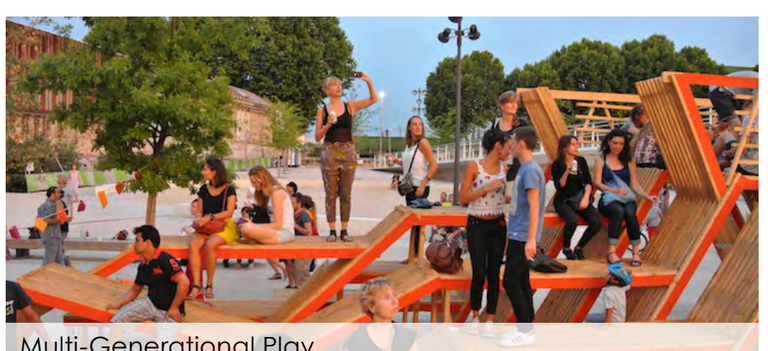
Public Realm / Placemaking

ILLUMINATION AND DISCOVERY IN THE DISTRICT


Parklets



Interactive Art


Multi-Generational Play


Alley Activation


Creative Public Seating


Sculpture



Figure 17. Ramsey and San Gorgonio Intersection





Gradient

LIVE/WORK BANNING; BLURRING THE LINES

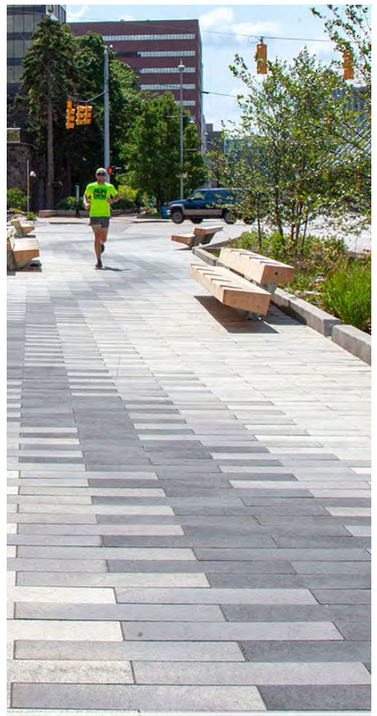
Streetscape Amenities

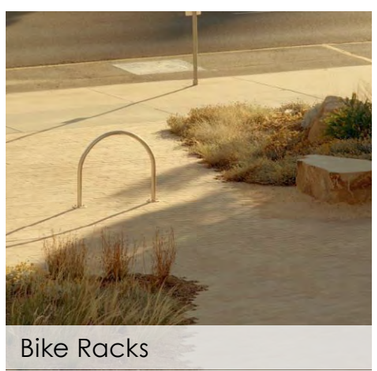
"ECO-CITY", ORGANIC, BALANCE


Textured Elements


Information


Bench


Paving

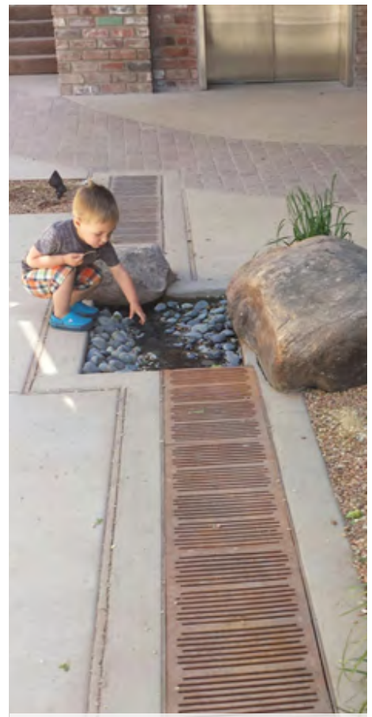

Bike Racks


Stormwater Infrastructure as Art

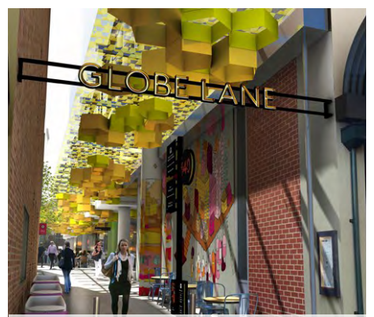
Public Realm / Placemaking

SOFTEN THE EXPERIENCE

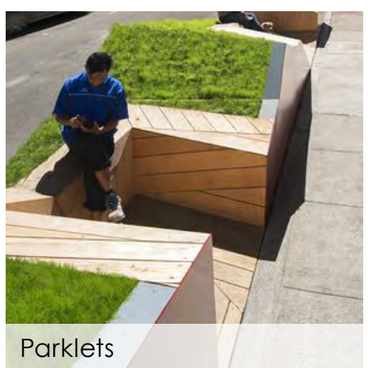

Social Space


Interactive Art


Community Gardens



Alley Activation


Parklets


Creative Public Seating



Figure 18. Ramsey and San Gorgonio Intersection





COLOR PALETTES

Two color palettes options were created based on Banning's history and natural assets. One of these will help guide future design and planning work in the city for amenities, facades, wayfinding, and other signage.


SPEED LIMIT 25

Small Town Charm

COLOR PALETTE

The Small Town Charm color palette encompasses Banning's colorful history and economic development to this day. It draws inspiration from the vibrant colors of local murals, the annual Stagecoach parade and rodeo, and the bustling downtown shopping and restaurant scene.

Valley Umber

1774
The Serano and Cahuilla Indian tribes were well established when Mexican and Spanish expedition reach the area.

Adobe Tan

1853
Banning's first permanent landmark is built on what is now known as Gilman Ranch.

Goldrush Yellow

1862
Banning developed in coincidence with the start of the Colorado River Gold Rush

Stagecoach Red

1876
The railroad replaces the stagecoach, but Banning is still famous for its annual Stagecoach Days Celebration.

Port Blue

1913
The town of Banning is officially incorporated and named after Phineas Banning, Father of the Port of Los Angeles.

Aqua

1940
The Colorado River aqueduct construction leads to massive boom in commerce and the local economy, tripling Banning's population size.

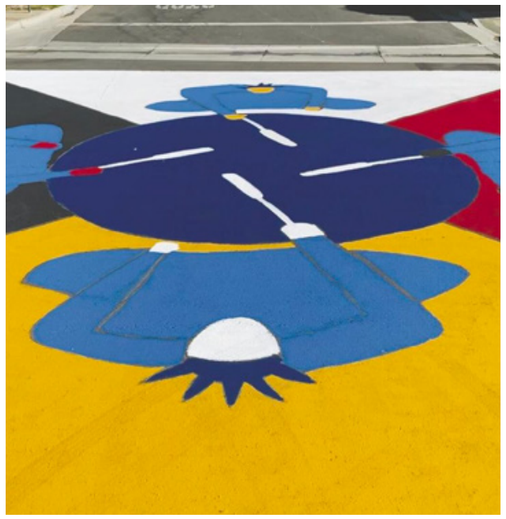
Acre Green

Present
More than 1500 acres of developable land are available for housing and commercial opportunities.


FOX


BANNING


FOX
THE
LAST
SHOW








GILMAN HISTORIC RANCH AND WAGON MUSEUM




Sun Lakes
VILLAGE
Albertsons

Scenic

COLOR PALETTE

The Scenic color palette draws inspiration from the surrounding landscape and backdop of the San Gorgonio and San Jacinto mountains. With the desert to the east, the ocean to the west, and mountains and lakes both north and south you can always find something to do.

Azure

Cerulean

Reminiscent of the mountains painted against a bright blue sky

Cedar

Bayleaf

Reminiscent of the lush trees and landscapes in some of Banning's neighborhoods

Sunset Orange

Goldenrod

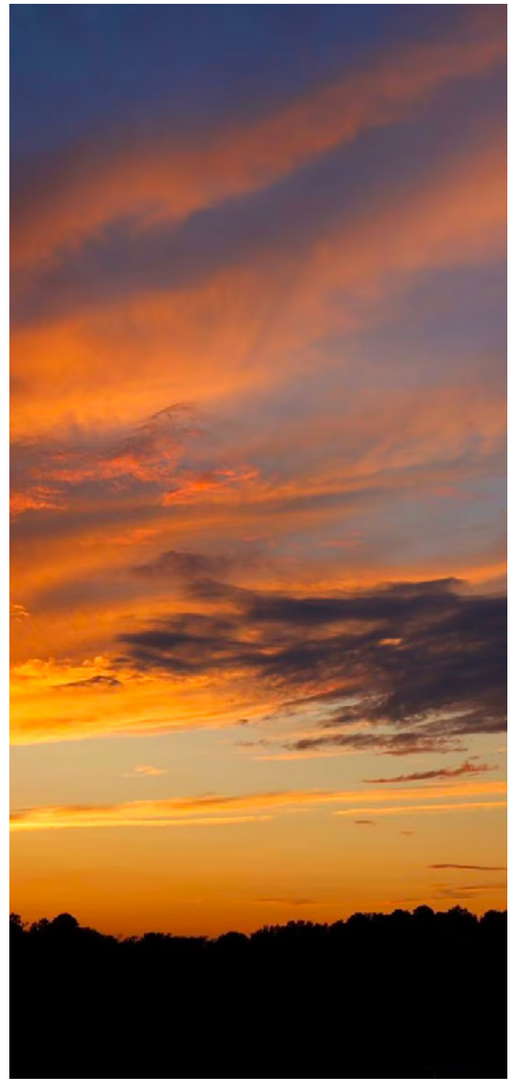
Reminiscent of Banning's striking sunsets and autumn foliage

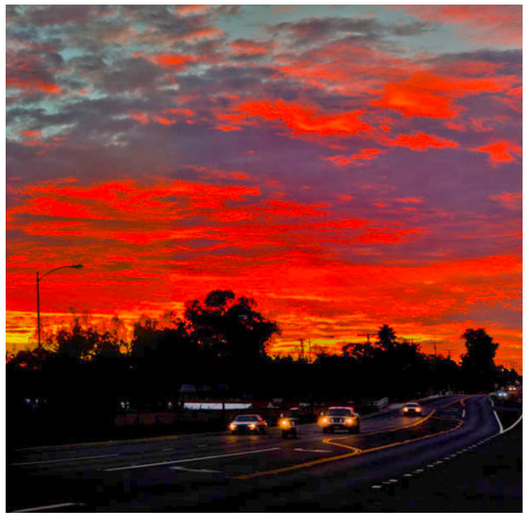
Almond

Giving a nod to the almond-growing heritage of Banning

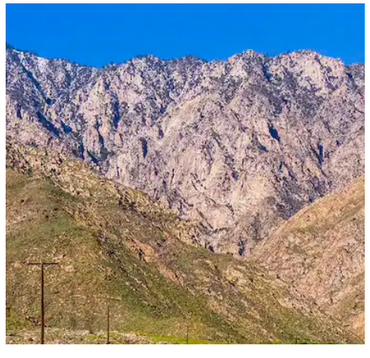
















FINAL CONCEPT

This section presents the final concept for the Banning Downtown Complete Street and Revitalization project. The concept is based on community feedback and is primarily The Spark concept with additional elements that complemented it from the other two concepts. This section outlines the design for the streets, land use, and how the design eventually comes to fruition through funding and implementation.

Preferred Concept Theme 84

The Spark 86
Circulation 88
Look & Feel 90

Full Concept Plan..... 92

Ramsey Street Downtown Core 96
1st Street 100
Alleys and Courtyards 106
Hays Street & Post Office Linear Park 114
Civic Center Expansion & San Gorgonio Ave 116
East Ramsey Street & South East Lot 122
City Park 126
Neighborhood Shopping Center & Gateway 128

Implementation 134

Prioritization **135**
Grant Funding 136
Cost Estimates 142
SCAG Go Human Pilot Projects 148
Wayfinding 154

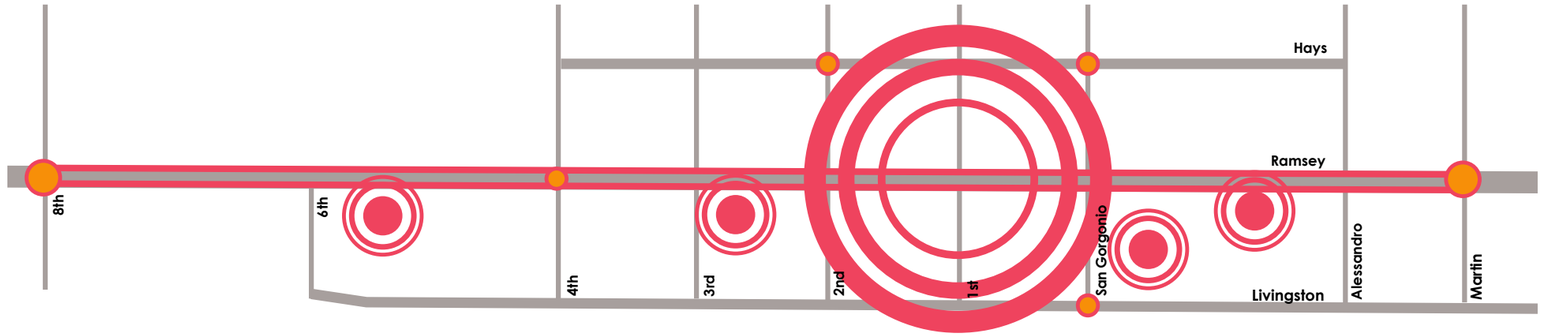

DOROTHY
LAMON
LEARNING CENTER, INC.
SUB
SHOP
PARKING
ONLY

PREFERRED CONCEPT THEME

Three concepts developed in the analysis phase of the project were used to present different design concepts and a range of mobility types, look and feel, land use, and open space. The analysis and engagement with community favored The Spark concept, with additional elements from Park & Play and Gradient.

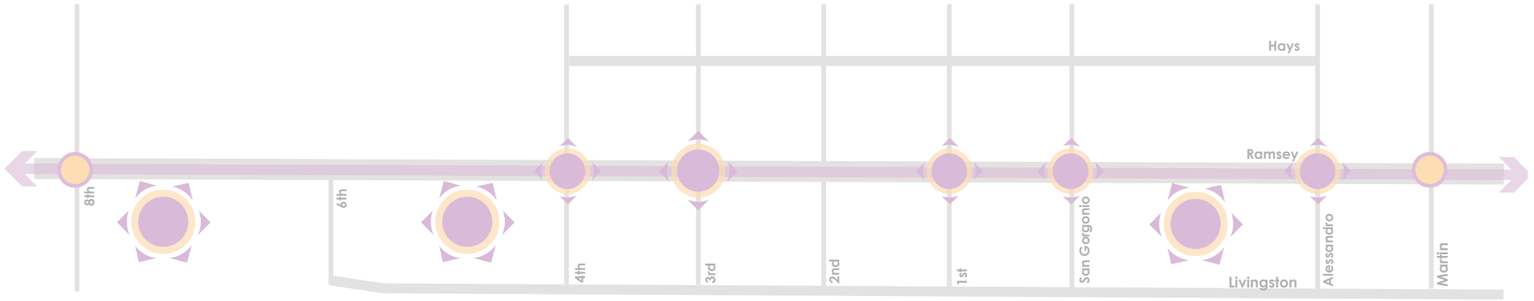
1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



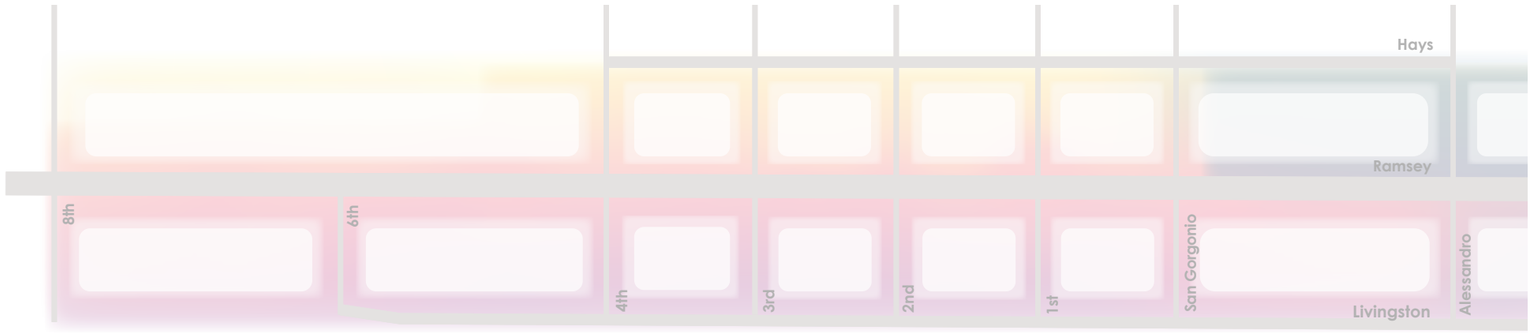
2: Park & Play

GREAT HUBS, ACTIVE SPACES



3: Gradient

LIVE/WORK BANNING; BLURRING THE LINES



The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY

Key Design Moves

Mobility: More traditional main street with balance of parking and protected bike lanes.

Land Use: Traditional, mixed-use Downtown with development focused on core of Downtown with infill on north-south streets and reuse of existing structures.

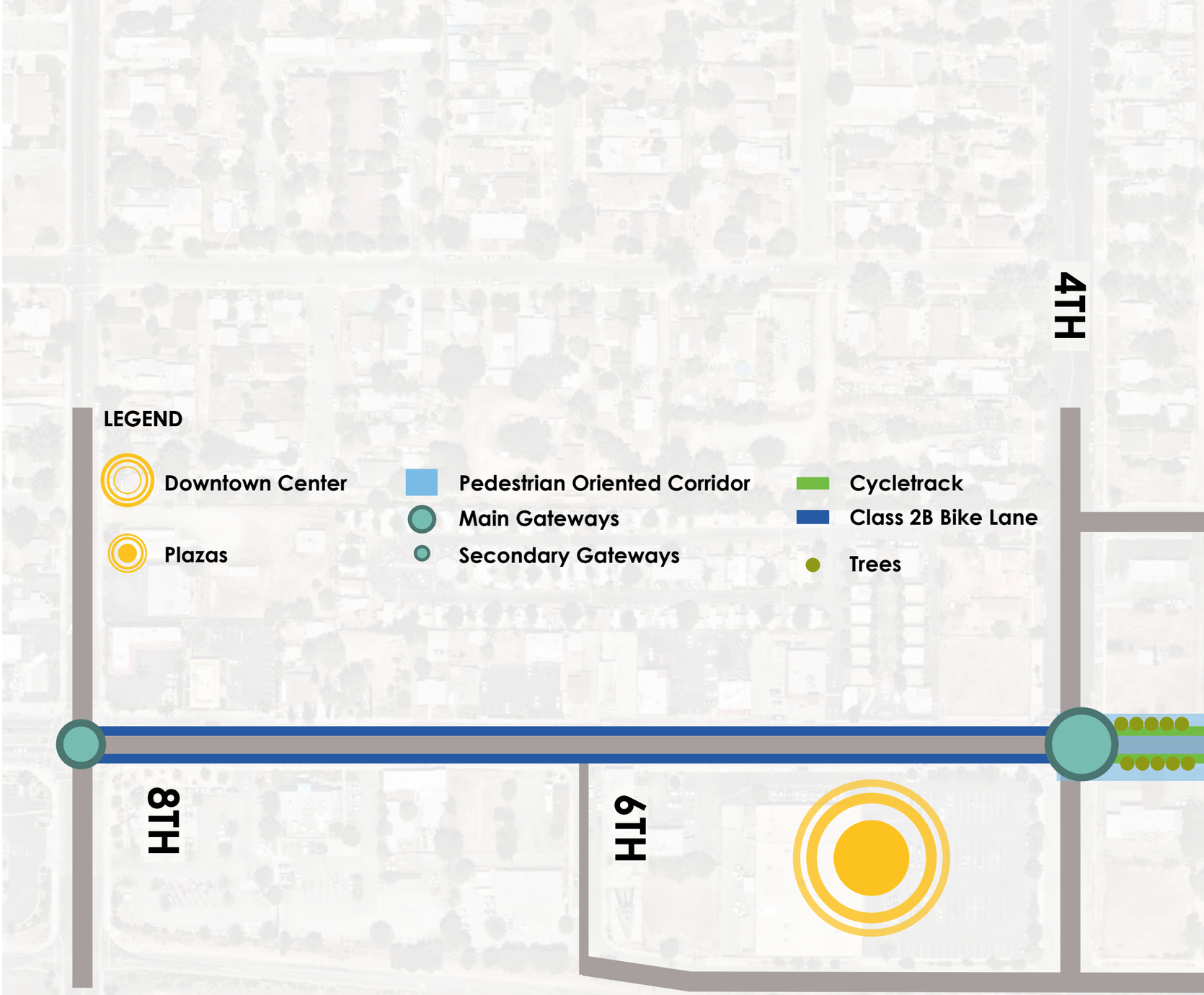
Open Space: A network of narrow, historic inspired alley pedestrian paseos to be looped to connect a collection of new open spaces like court yards and shared street and key Downtown businesses.

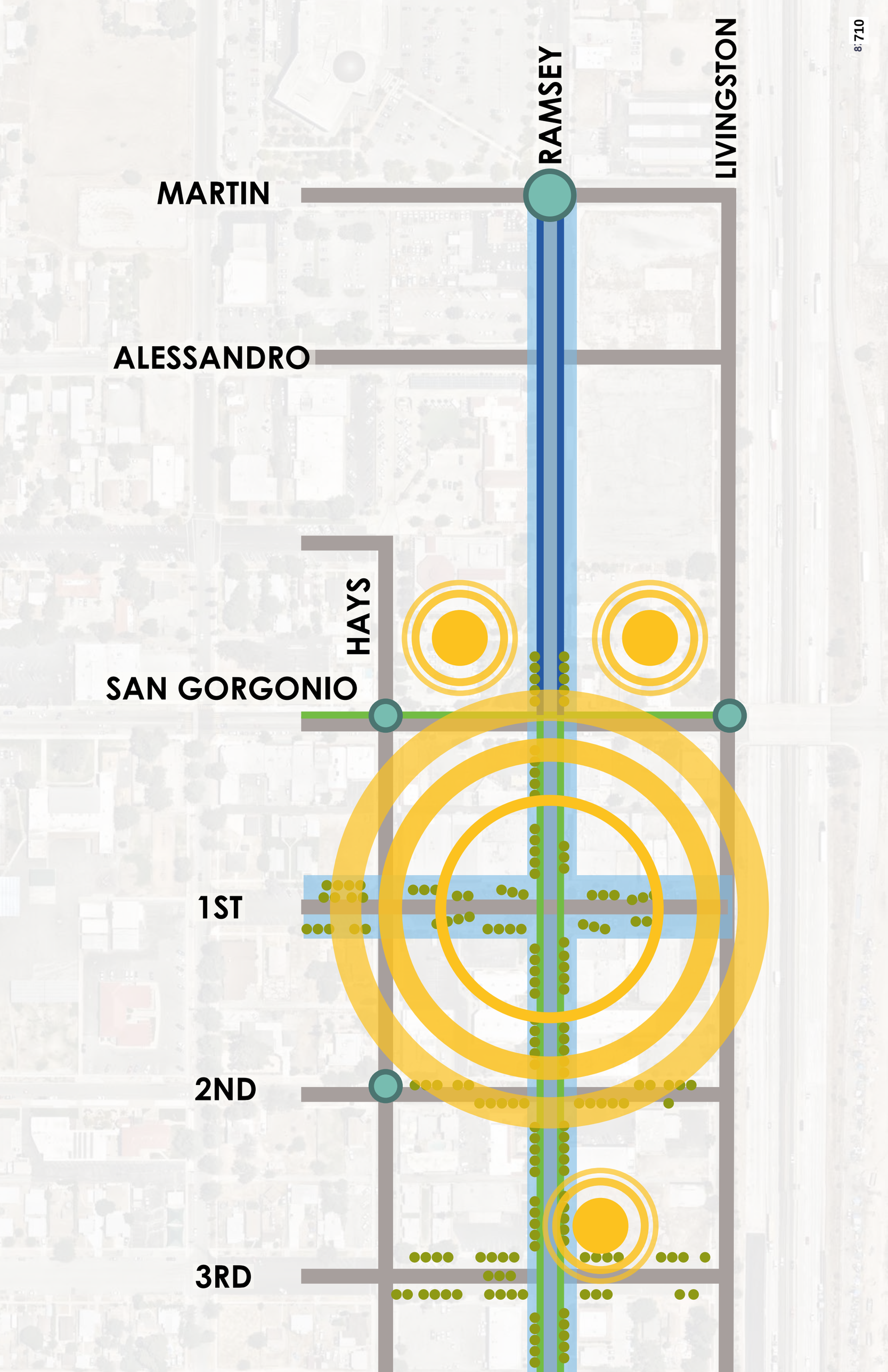
Applied

Mobility: Ramsey Street features chicanes which slow vehicular traffic and allow for pockets of on street parallel parking. Raised cycle track on either side are connected to wider sidewalks with space for street amenities and furniture. A two-way cycletrack on San Gorgonio Ave connects to schools to the north and south.

Land Use: New: grocery store, hotel, entertainment attractions, retail, residential, live-work, creative industrial.

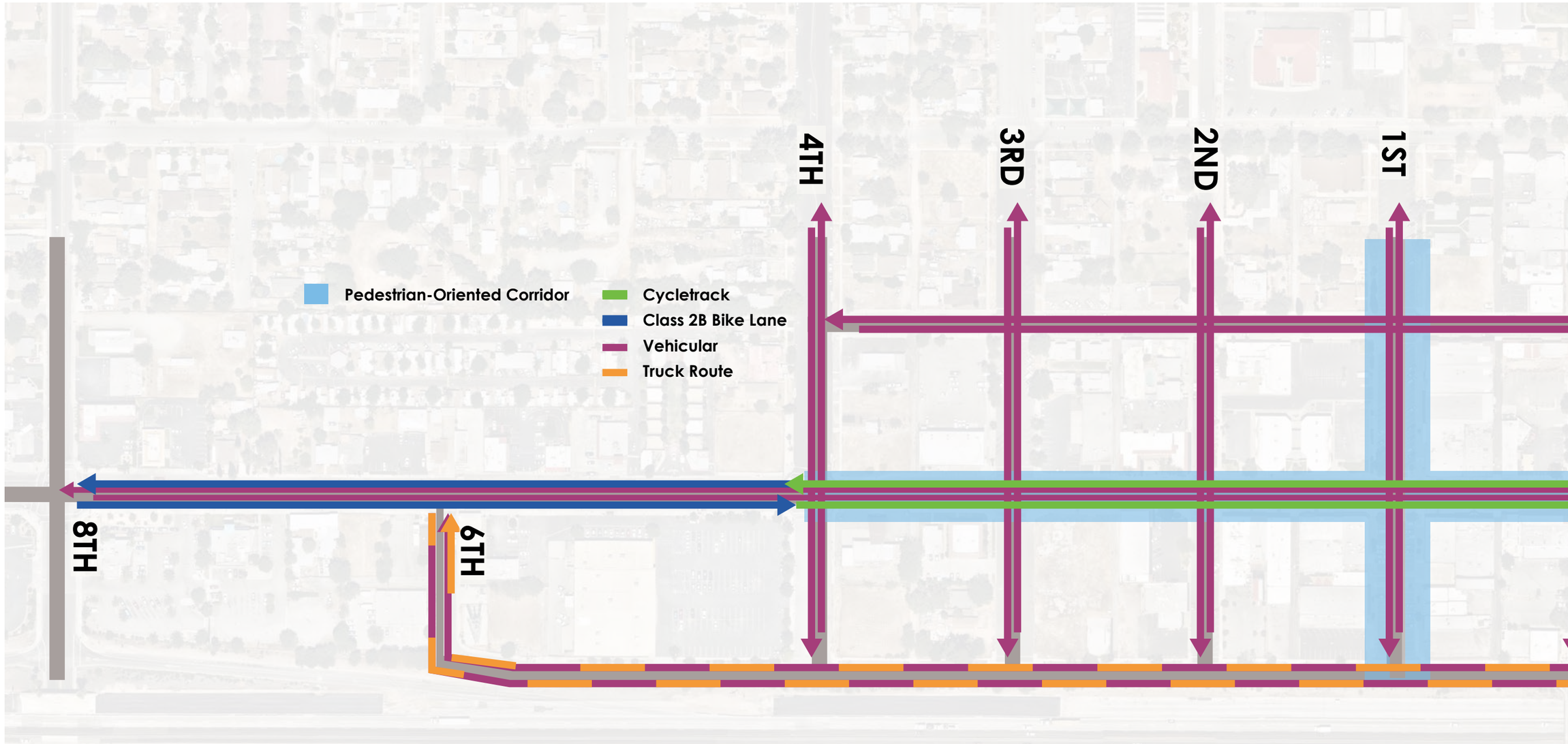
Open Space: 1st Street is a slow, shared street that connects across Ramsey Street. Complimented by controlled alleys and courtyards that connect to new development and park spaces.




RAMSEY
LIVINGSTON
MARTIN
ALESSANDRO
HAYS
SAN GORGONIO
1ST
2ND
3RD

Circulation

The Complete Street design allows for vehicular circulation through downtown to access businesses and parking. For cyclists and other micromobility users, cycletracks on Ramsey St and San Gorgonio create safe, comfortable access through and to downtown. To maintain a pedestrian-oriented downtown with cycletracks and shared 1st Street, trucks are routed on Livingston Street. The intersections connecting Livingston Street to Ramsey Street may require further study to accommodate truck turns. Additionally, there are future ideas to use Bryant Street on the south side of the interstate as a couplet for one-way truck traffic. This would require modification and closures to highway ramps and requires partnership with Caltrans for further study.



SAN GORGONIO

HAYS

ALESSANDRO

MARTIN

RAMSEY

S. ALOLA

LIVINGSTON

Look & Feel






















WELCO
Weekly Survey
Johnny?




CHARLES
NO TURN ON RED
BUSBOYS






Rik CAMPERO
TRIPA MISHQUI

Full Concept Plan

This plan view shows the entirety of the final concept for Downtown from Martin to 8th Street and Livingston to Hays Street. All work will be done within public right-of-way.

LEGEND

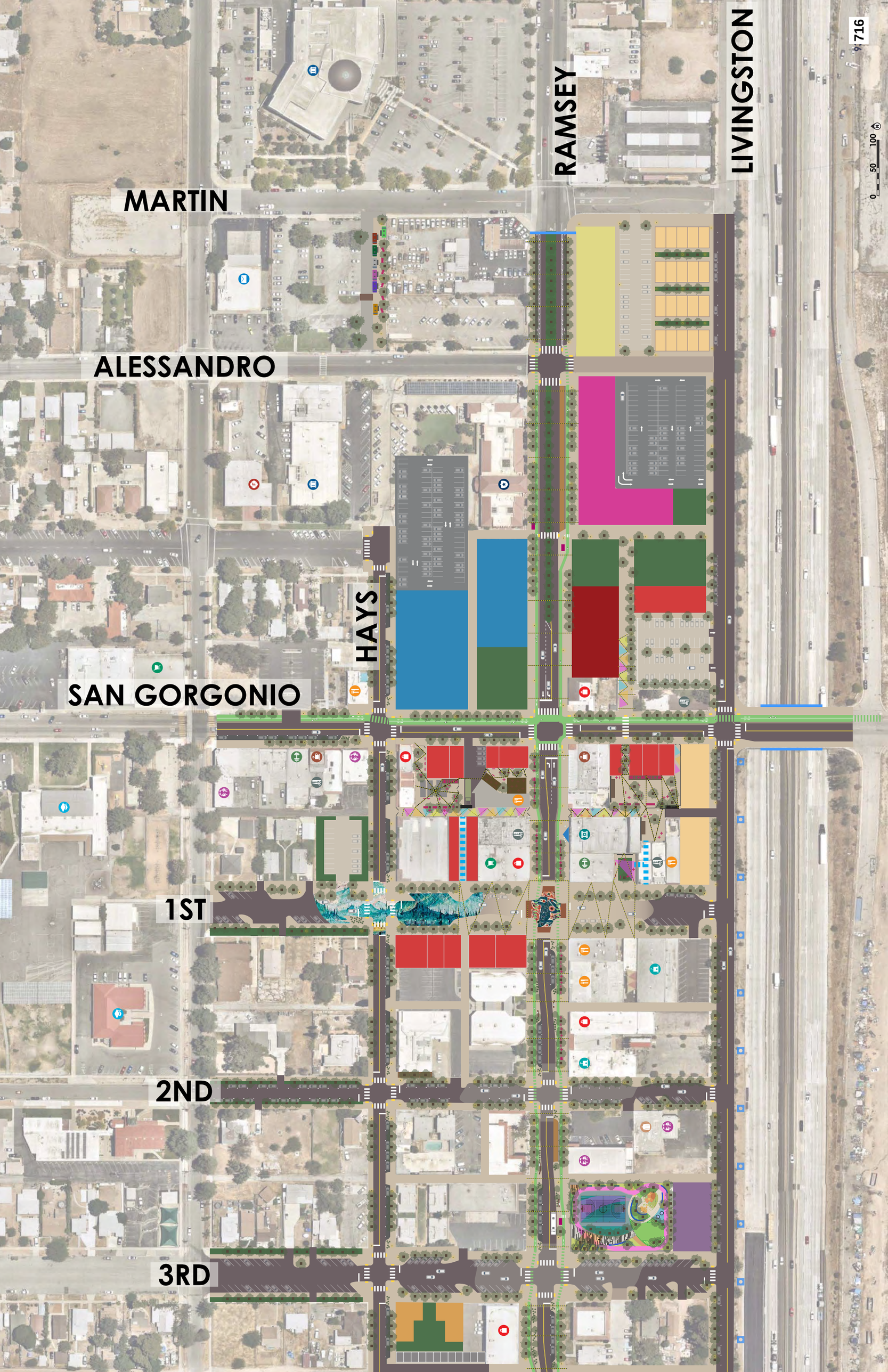
Mobility and Signage

- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

Land Use and Parking

- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking




MARTIN
ALESSANDRO
SAN GORGONIO
HAYS
RAMSEY
LIVINGSTON
1ST
2ND
3RD
716
0
50
100
N

Areas of Focus

This section is divided into five sections highlighting the major Design Moves of the concept. Each section contains the annotated plan view, sections, precedent imagery, photo simulation, and land use details.

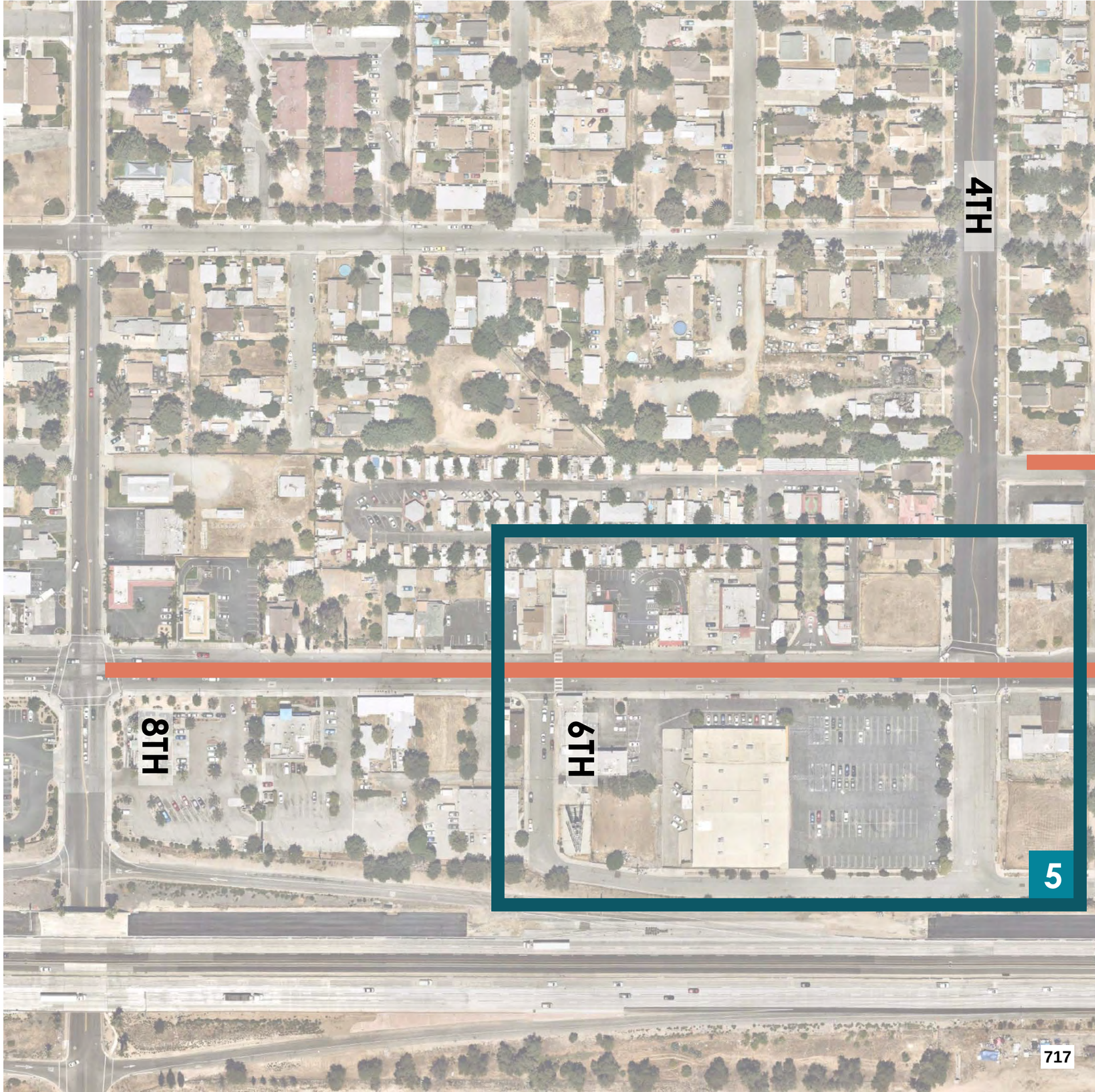
1. **RAMSEY STREET, 1ST STREET, ALLEYS/ COURTYARDS, HAYS STREET**
   PG. 96

2. **CIVIC CENTER EXPANSION & SAN GORGONIO AVE**
   PG. 116

3. **SOUTH EAST LOT & EAST RAMSEY STREET**
   PG. 122

4. **CITY PARK**
   PG. 126

5. **NEIGHBORHOOD SHOPPING CENTER & GATEWAY**
   PG. 128



3RD

2ND

1ST

SAN GORGONIO

ALESSANDRO

MARTIN

HAYS

RAMSEY

LIVINGSTON

1

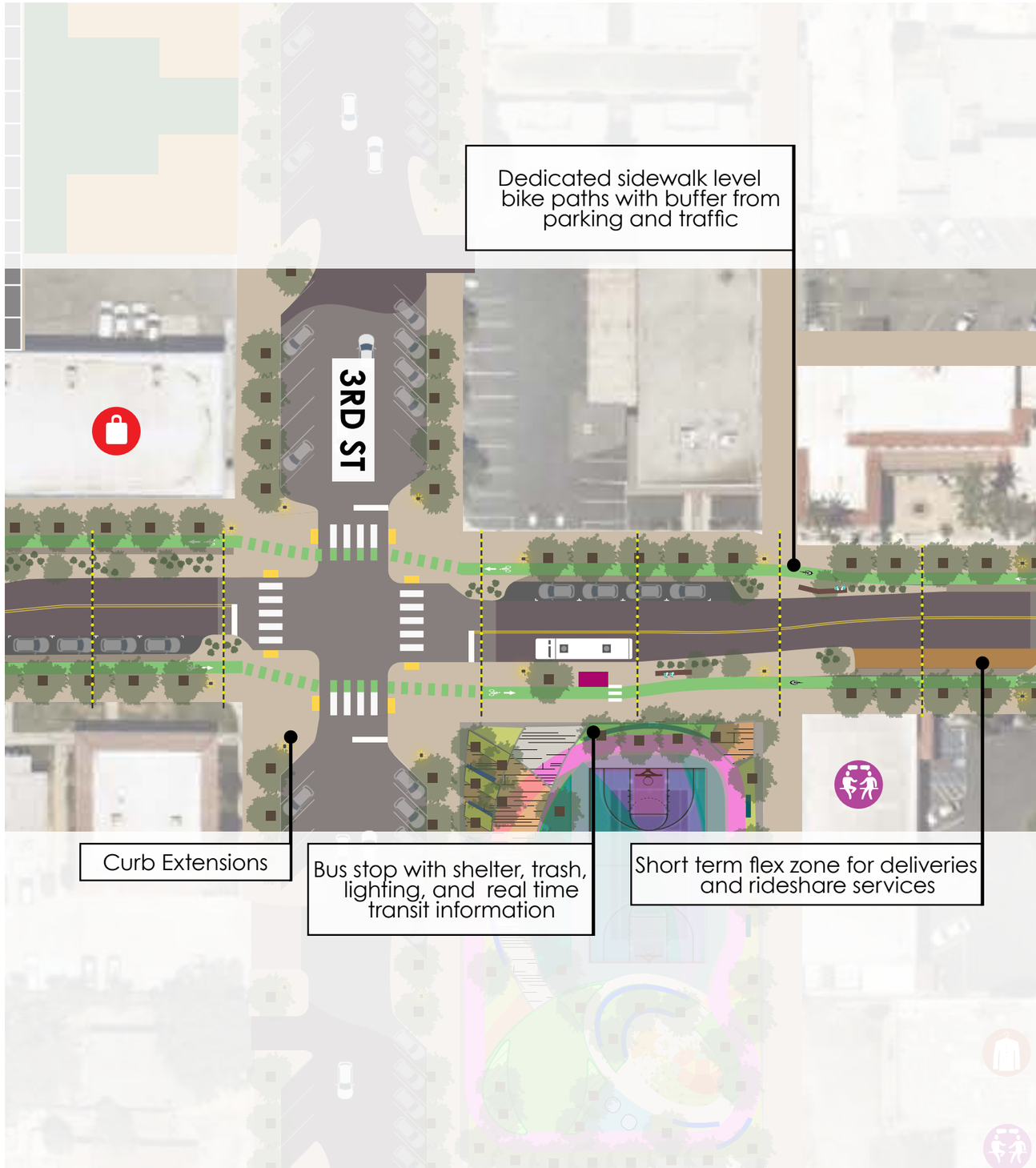
2

3

4

Ramsey Street Downtown Core

The existing wide, and variable width right-of-way, though constrained in some places, allows for the design of a Complete Street along Ramsey Street. The design of the Complete Street accommodates all users with safety and comfort as the top priorities. Travel lanes are 11 feet wide and are designed as a chicane that reduces speeds in the pedestrian-focused Downtown. With the chicane design, parking and short-term flex zones for drop off and deliveries alternate between the north to south side on each end of the blocks. Pedestrians can cross the street at intersections with curb extensions providing a shorter crossing for distance and tighter turning radius for vehicles. Sidewalks are wide, ranging from 10 to 18 feet with room amenities such as outdoor seating, and native, drought tolerant trees and plantings for shade and stormwater catchment. For bicyclists and micromobility users, a protected intersection at Ramsey Street and San Gorgonio Ave would facilitate safe travel through town. This design would benefit school children and parents traveling to the schools located approximately half a mile north and south of Downtown. The 5 foot one-way sidewalk-level cycletracks along Ramsey Street are an extension of the sidewalk with the recommended minimum 3-foot buffer from on-street parking. Pedestrian-scale street lights are located approximately every 100 feet and are supplemented by overhead string lights. Transit is accessed via bus stops approximately a quarter-mile apart at 3rd Street, 4th Street, and Banning Civic Center (both sides).



LEGEND

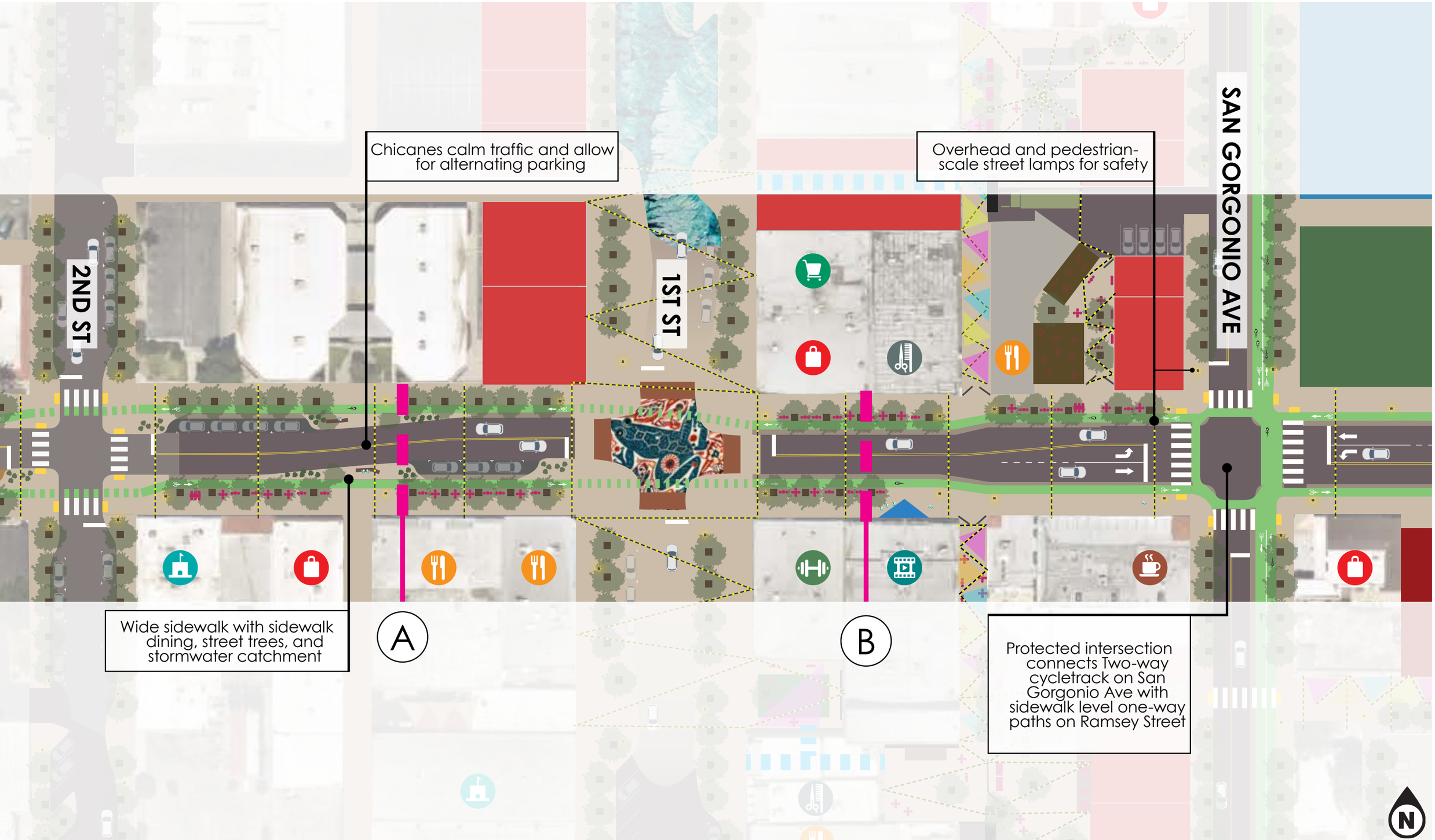
Mobility and Signage

- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

Land Use and Parking

- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking

Ramsey Street Downtown core between 1st and 4th Street


Chicanes calm traffic and allow for alternating parking
Overhead and pedestrian-scale street lamps for safety
2ND ST
1ST ST
SAN GORGONIO AVE
Wide sidewalk with sidewalk dining, street trees, and stormwater catchment
A
B
Protected intersection connects Two-way cycletrack on San Gorgonio Ave with sidewalk level one-way paths on Ramsey Street
N



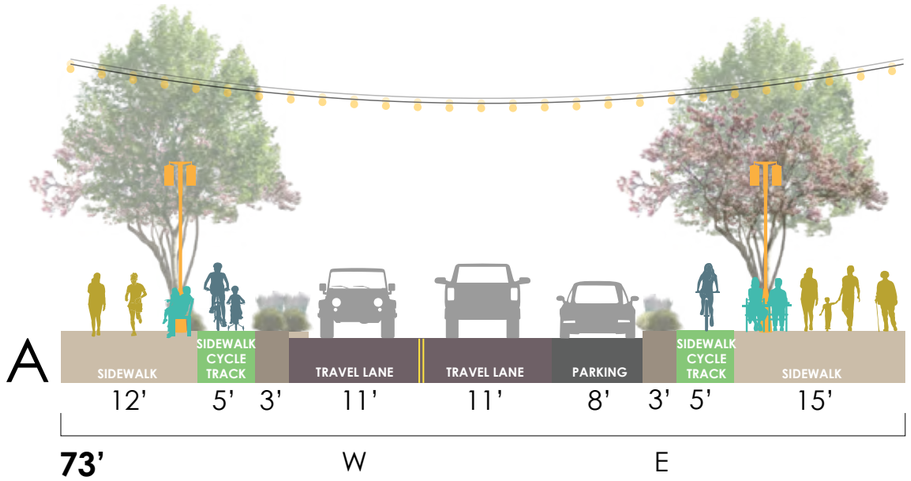




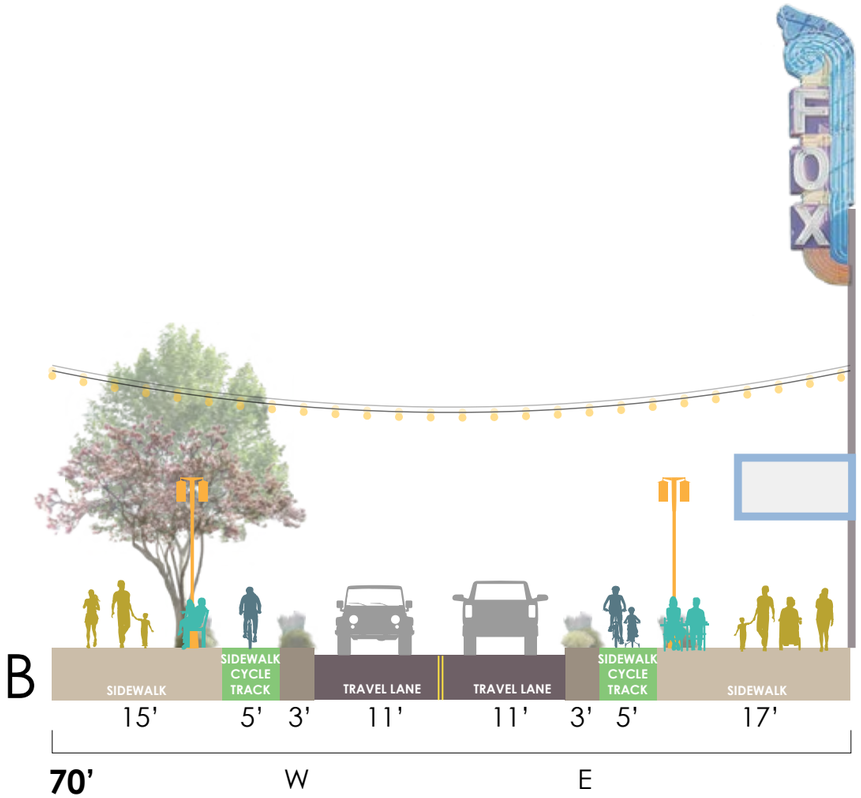




Precedent images for Ramsey Downtown core



Ramsey Street complete street with chicane travel lanes, parking, raised cycle tracks, and wide sidewalks



Ramsey Street by Fox Theater

1st Street

1st Street is the heart of the Downtown and connects historic and cultural locations north and south of town. Pedestrians are again the focus, with the street design signaling this to drivers via the raised curbless intersection of 1st and Ramsey. This elevated feature transitions back to street grade midblock north and south of Ramsey. It also transitions on the north side to the expansive, Native American/Historic-themed street mural leading to the Dorothy Ramon Learning Center and Garden.

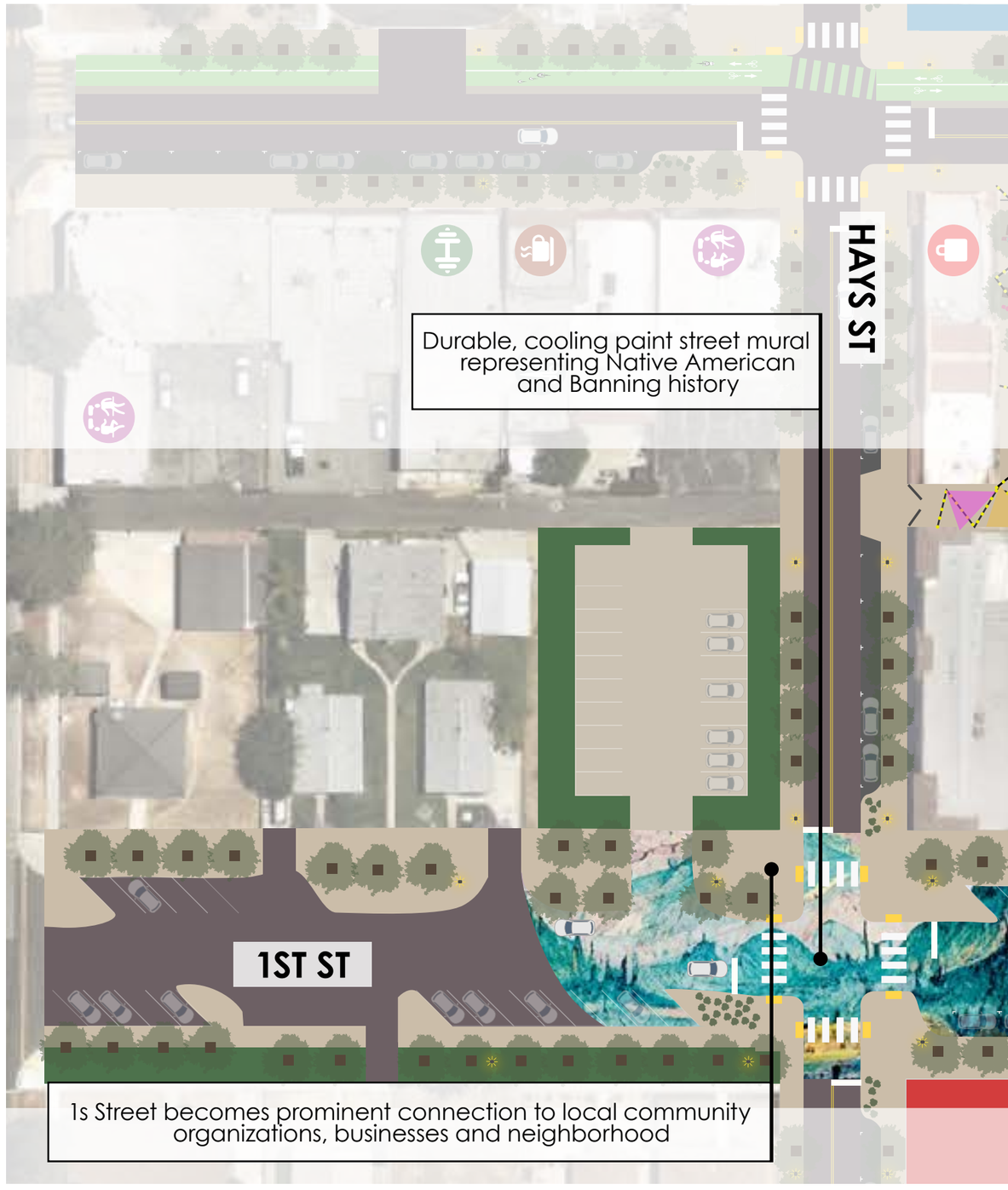
LEGEND

Mobility and Signage

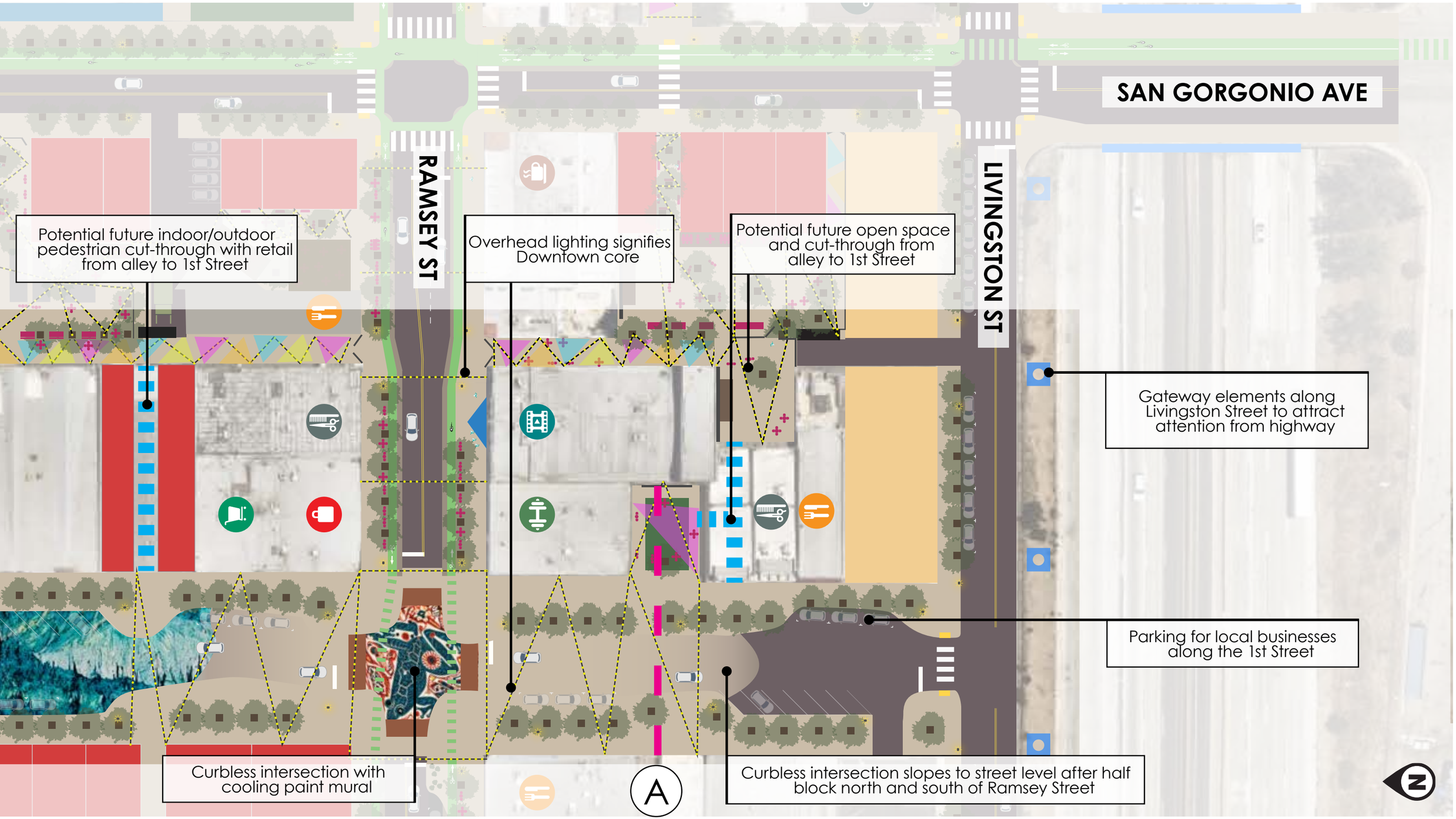
- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

Land Use and Parking

- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking



Plan view for shared, slow, pedestrian-oriented 1st Street


SAN GORGONIO AVE
RAMSEY ST
LIVINGSTON ST
Potential future indoor/outdoor pedestrian cut-through with retail from alley to 1st Street
Overhead lighting signifies Downtown core
Potential future open space and cut-through from alley to 1st Street
Gateway elements along Livingston Street to attract attention from highway
Parking for local businesses along the 1st Street
Curbless intersection with cooling paint mural
Curbless intersection slopes to street level after half block north and south of Ramsey Street
A

1st Street

The slow, shared street enabled by the design elements such as permeable pavers, plantings, and pedestrian-scale lighting creates space for people such as street festivals and opens the possibility to expand the public realm as infill park and seating spaces with shade and stormwater infrastructure.

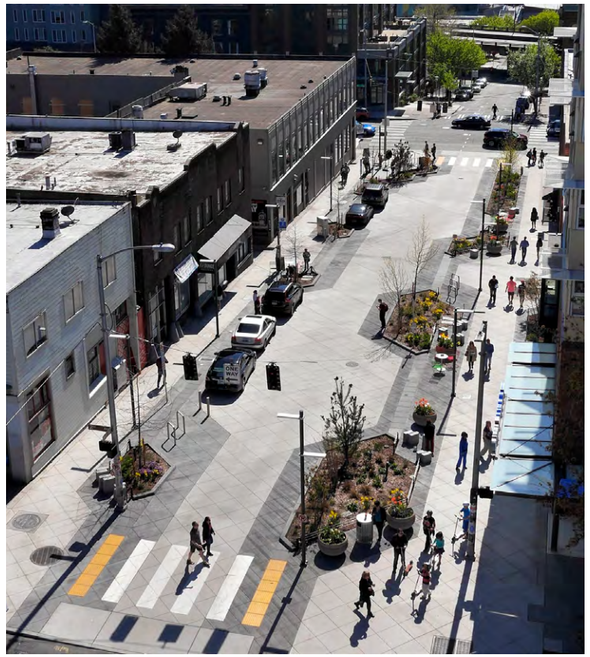


100’ S N **50’**

Section of 1st Street with potential expansion of open space behind Fox Theater















Precedent images for shared, slow, pedestrian oriented 1st street



Existing 1st Street and Ramsey Street

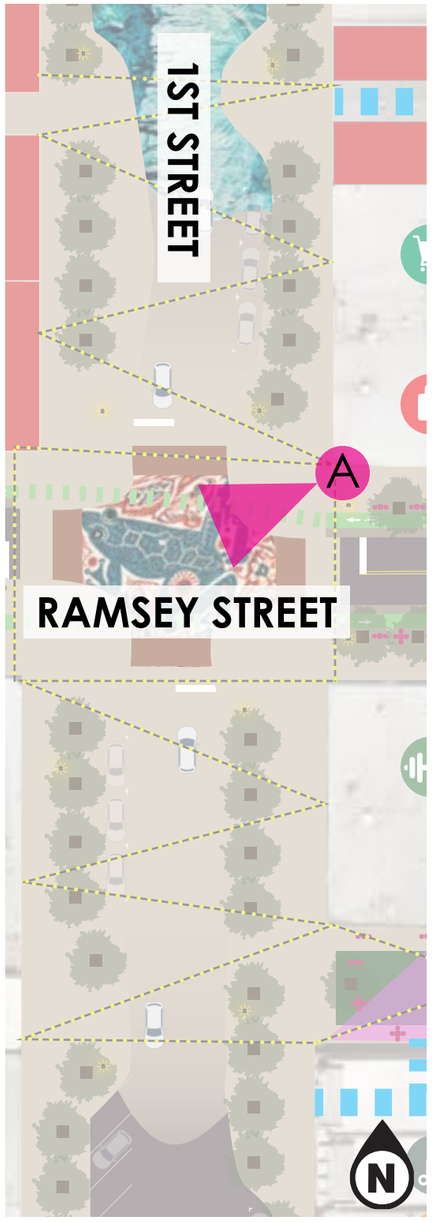


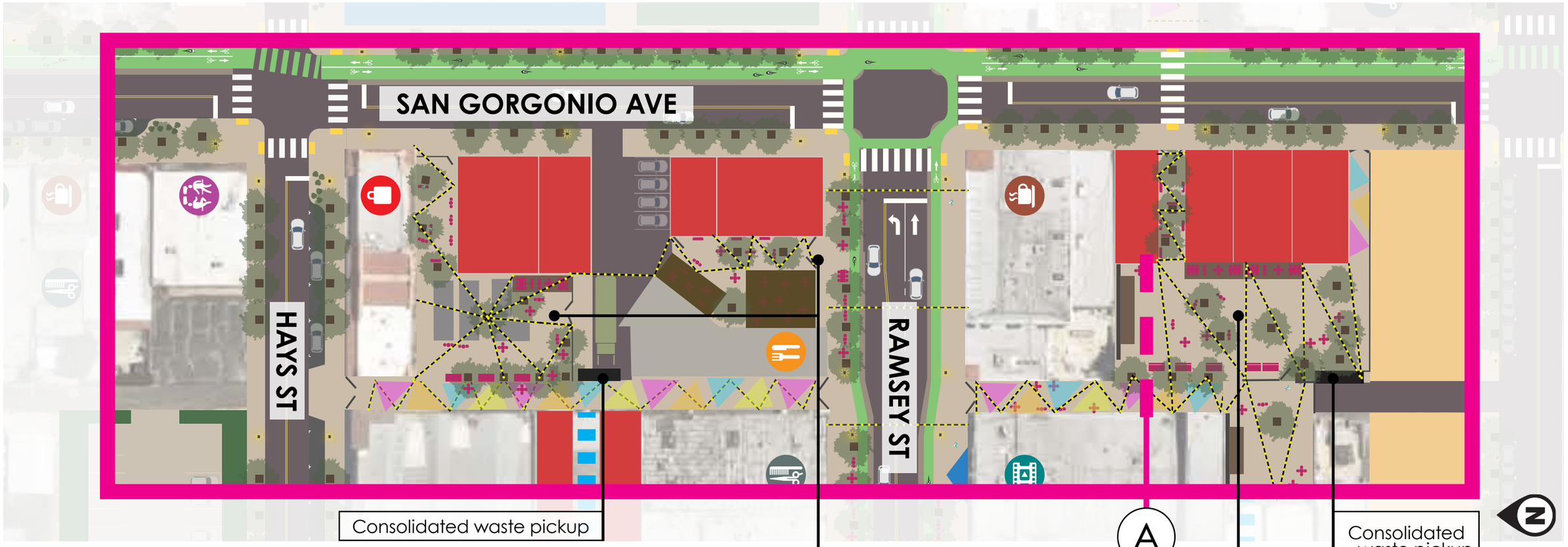


Photo simulation of Slow-Shared 1st Street and Ramsey Street with chicane travel lanes and sidewalk level bike lanes

Alleys and Courtyards

Alleys and courtyards create a network of pedestrian connections in the heart of Downtown. These public gathering and connective spaces would be controlled with gates that are locked in the evening to prevent vandalism. Shade for users to relax would be provided by new trees and artistic, colorful elements. Lighting would also make the spaces feel safe with string lights and pedestrian-scale street lamps. Stormwater catchment would be collected via plantings in alleys and courtyards as part of the larger green infrastructure network. Courtyards are designed so that they could be built first and have commercial development along San Gorgonio fill in over time. An alternative design is also presented with permeable surface parking lots on the north and south ends of the blocks. Both or either of these lots could be built to provide public parking for Downtown, and could be filled in with commercial development and expanded courtyards as needed. The designs in all cases allow for access of consolidated waste collection via north-south alleys, or mid block from San Gorgonio. Future connections through the parcels midblock between the courtyards and 1st Street could also facilitate more pedestrian movement through town and provide unique retail experiences along these indoor/outdoor arcades.

Full courtyards and alleys on blocks north and south of Ramsey Street



Controlled access alleys and courtyards with amenities such as game courts, outdoor stages, shade structures, lighting, seating, trees, trash receptacles, and native plantings for stormwater catchment

LEGEND

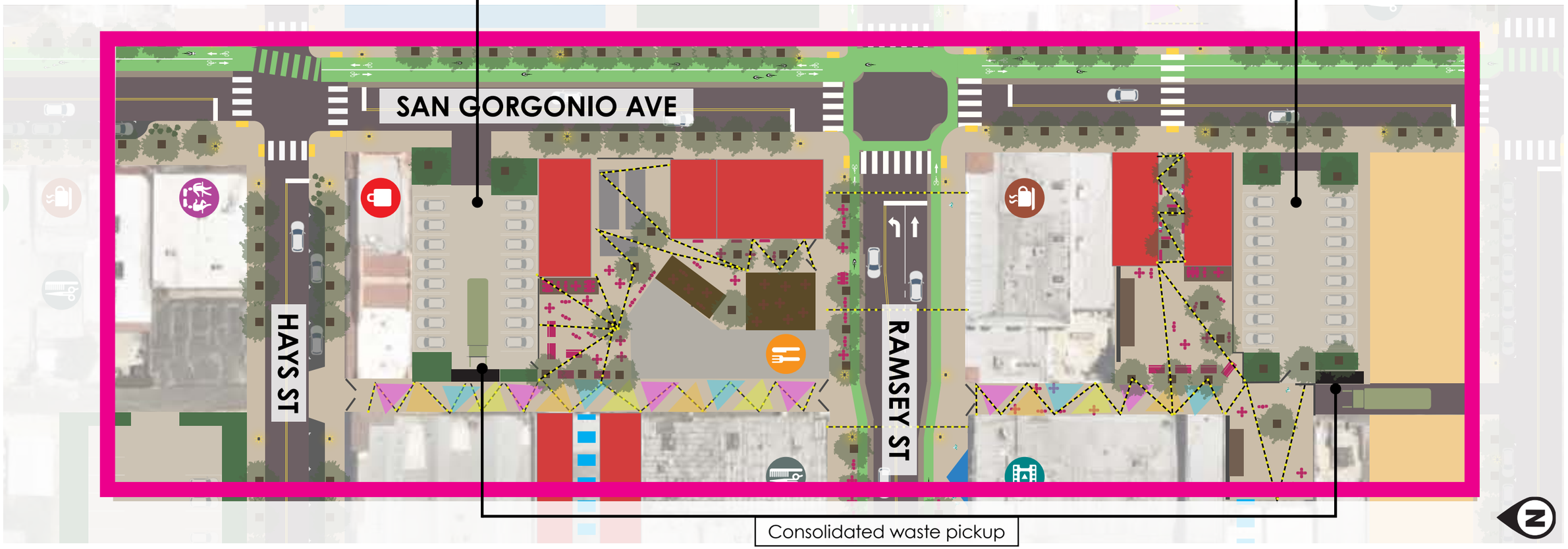
Mobility and Signage

- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

Land Use and Parking

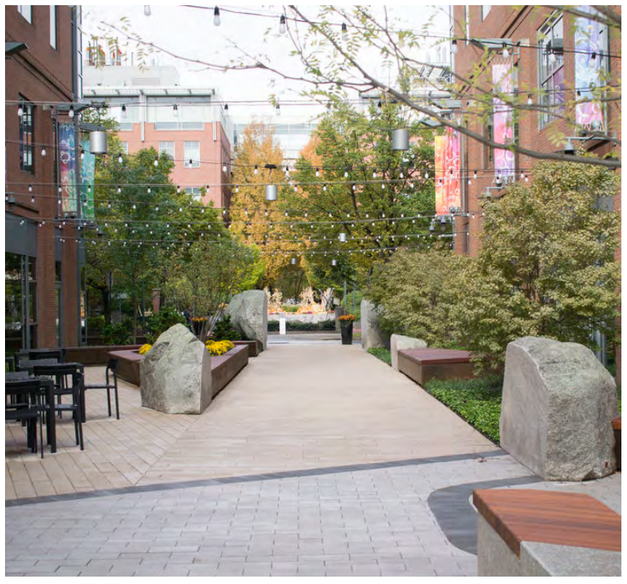
- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking

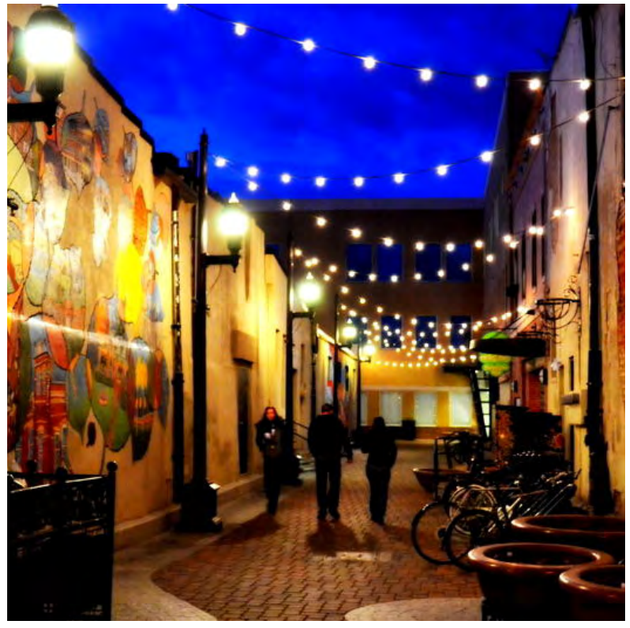
Alternative with permeable surface parking lots that could be filled with courtyards and commercial development















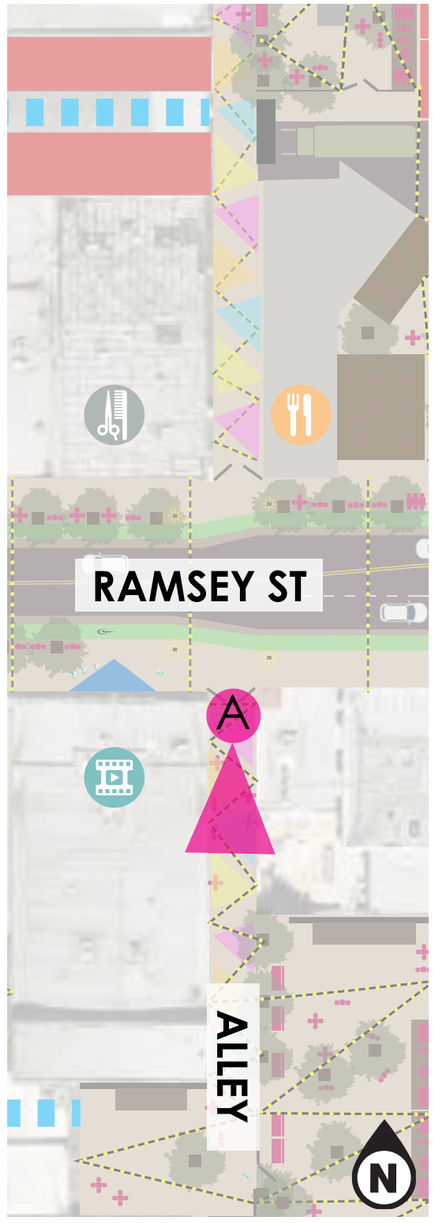
Precedent images for alleys and courtyards



Section for Alley/Courtyard next to Fox Theater



Existing Alley next to Fox Theater





A

Photo simulation of Alley next to Fox Theater with seating, shade and lighting



Existing Alley and parking lot north of Ramsey Street next to Dulceria

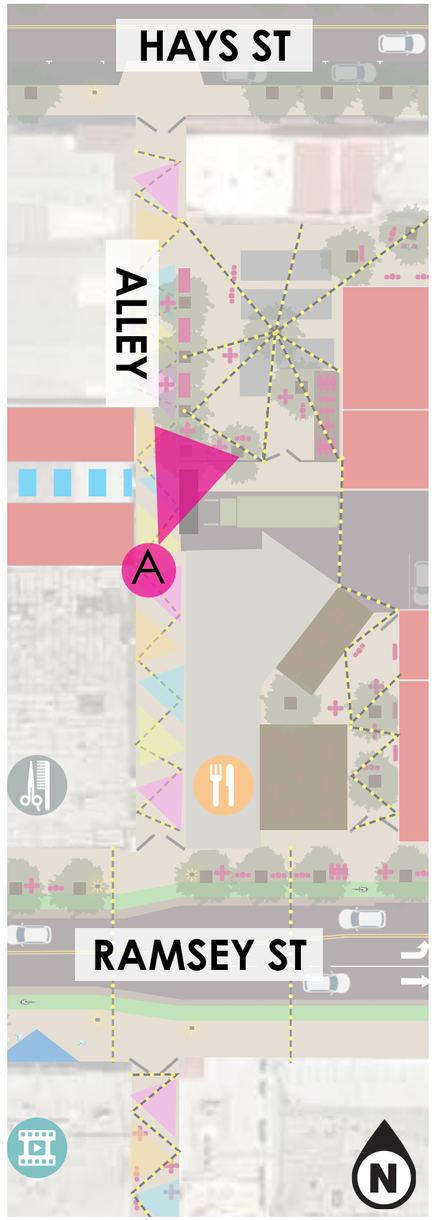
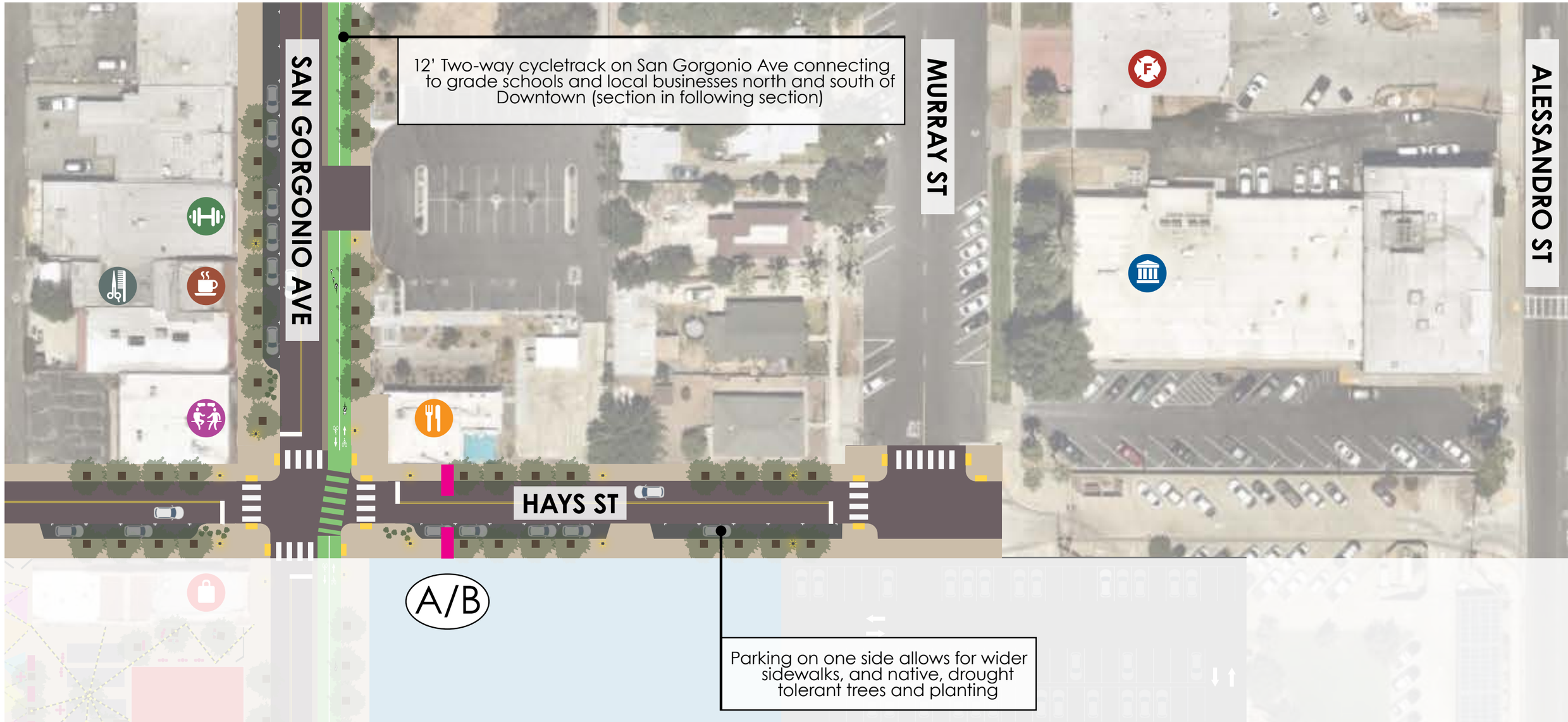




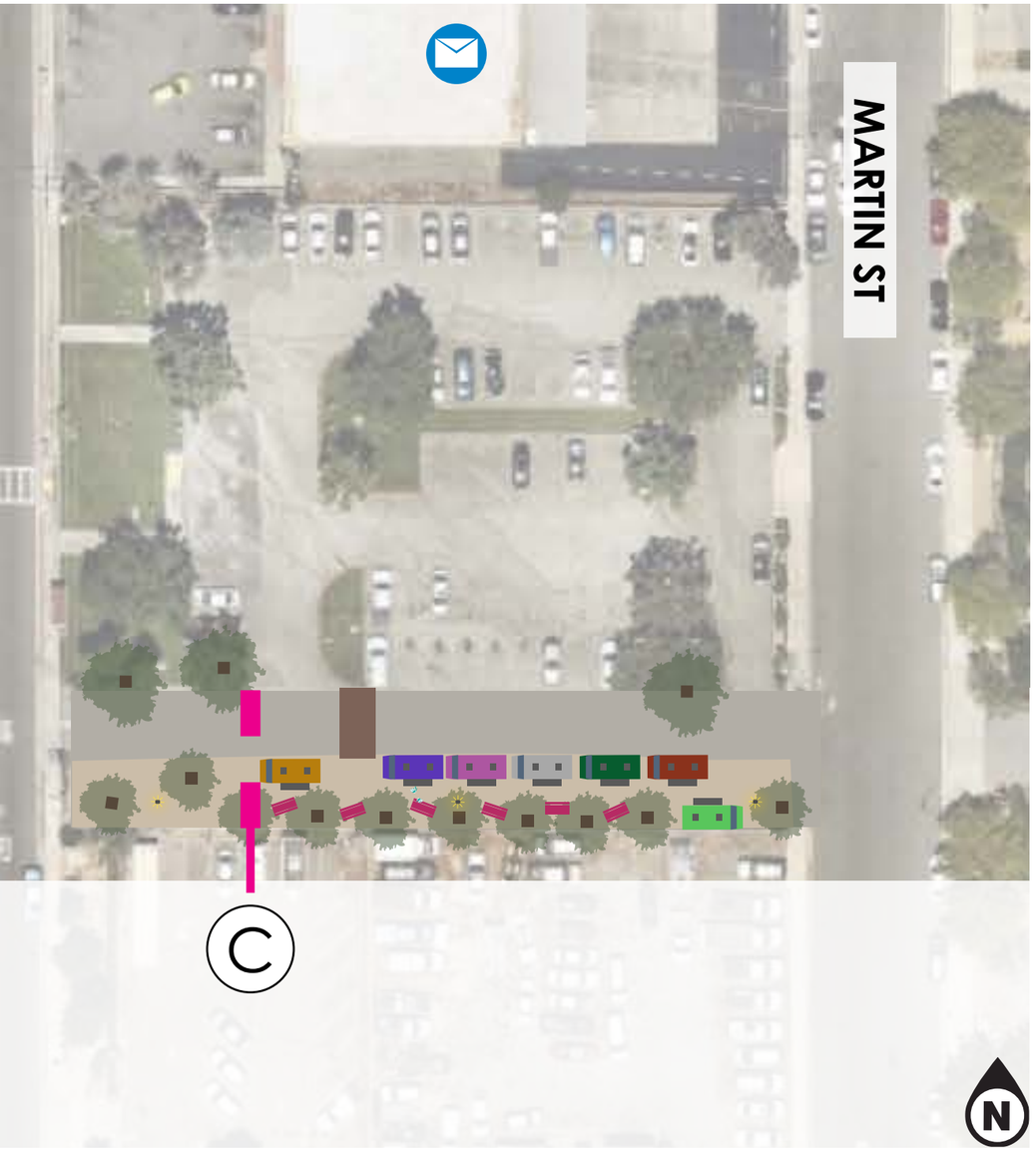
Photo simulation of Alley and Courtyard north of Ramsey Street next to Dulceria

Hays Street & Post Office Linear Park

Hays Street is the northern boundary of the study area and is where the residential neighborhood to the north transitions to Downtown. There are two alternative designs for Hays Street that show how different amounts of parking affect the width of sidewalks and ability to have street trees. The one represented in the diagram below includes parking along one side, which allows for 10 foot sidewalks and trees on both sides. The other section showing parking on both sides only has 6 foot sidewalks and no street trees and is essentially the existing condition. To the east on the other side of the police station is another new section of Hays Street that reclaims the street from the parking lot of the post office. This pedestrian-oriented street could be designed to accommodate food vendors serving employees and visitors to the Civic Center, Police Station, and Post Office. It could also serve Downtown more broadly on Festival Nights when Ramsey Street is closed to traffic.



Hays Street and linear park in Post Office parking lot



LEGEND

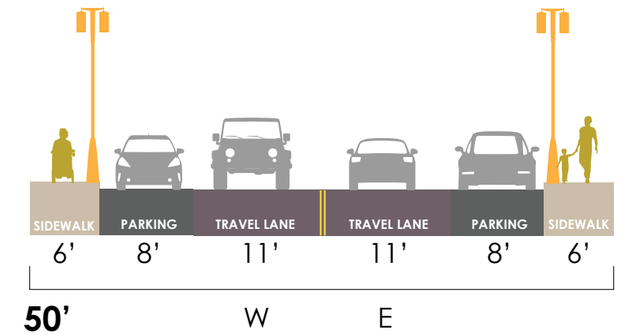
Mobility and Signage

- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

A

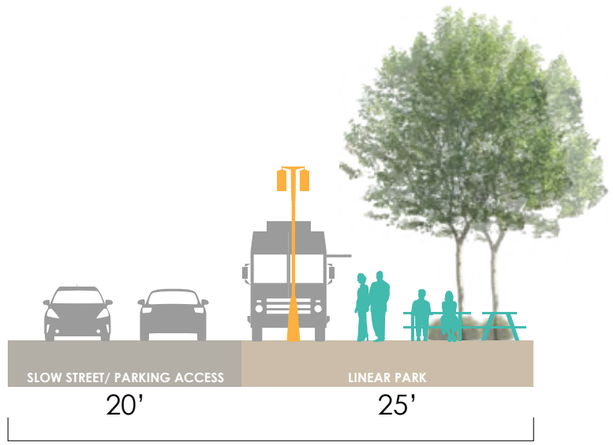


B



Typical sections for Hays Street showing one-or two-sided parking

C



Linear park in Post Office parking lot

Civic Center Expansion & San Gorgonio Ave

The phased expansion concept for the Civic Center includes new expanded Civic Center facilities that would front directly up to Ramsey Street and better engage the intersection, new civic core park, and a widened Ramsey promenade. Enhanced architectural features on the new Civic Center building would provide visual cues framing the Downtown core and act as a gateway. Behind the new Civic Center, a new structured district parking garage would serve the Civic Center parking needs and be a district parking resource allowing the public to park and walk to the Downtown core via a network of pedestrian paths and promenades.

P1 **Phase 1:**

New City Hall expansion building to be located within current parking lot

New Civic Area: 23,214 SF

P2 **Phase 2:**

Demolish existing City Hall

P3 **Phase 3:**

New City Hall expansion building, located facing Ramsey Street.

- **New Civic Area: 18,920 SF**

P4 **Phase 4:**

New structured parking garage to replace former City Hall site on back site, located facing Hays Street.

- Parking Area: 31,524 SF
- Parking Spaces Per Floor: 96
- Floors: 2
- **Total Parking Spaces: 192**

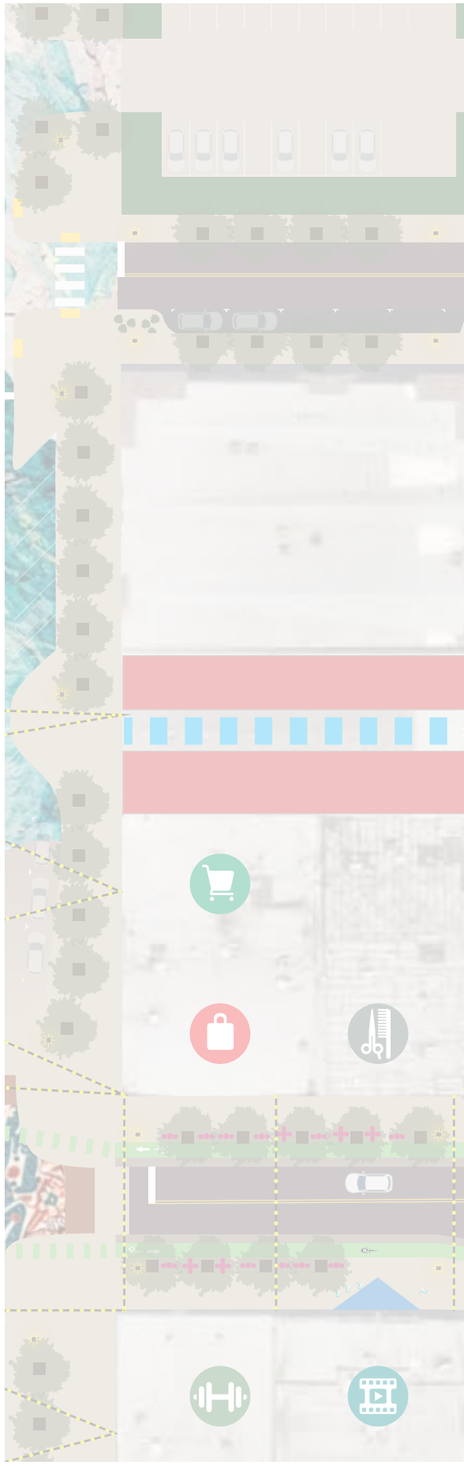
LEGEND

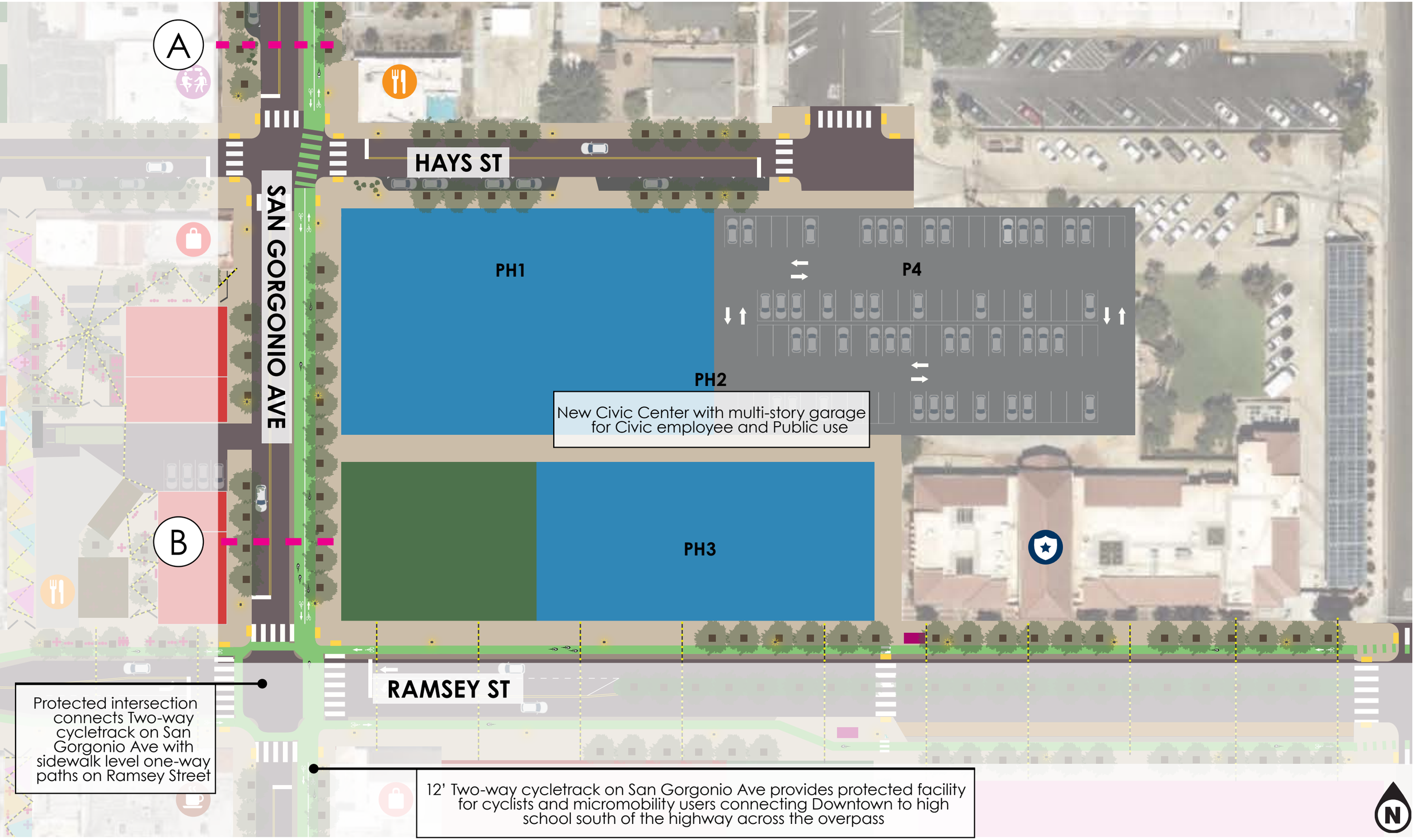
Mobility and Signage

- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

Land Use and Parking

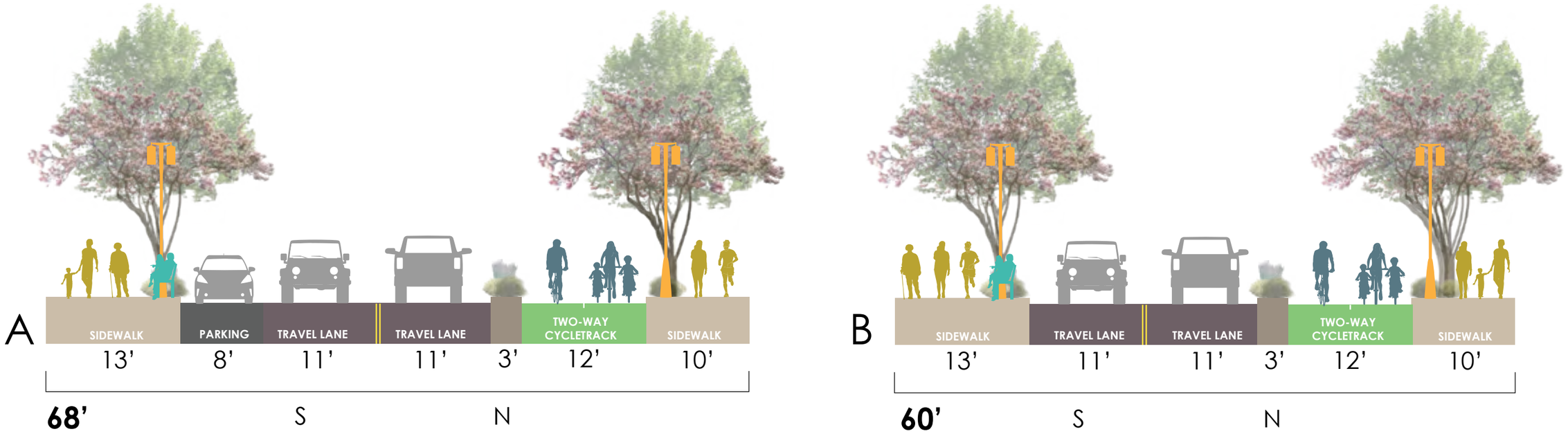
- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking





Plan view of Civic Center expansion and San Gorgonio Ave Complete Street enhancements

San Gorgonio Ave



Sections for San Gorgonio Ave with 12' two-way cycletrack. North of Ramsey Street has parking on west side









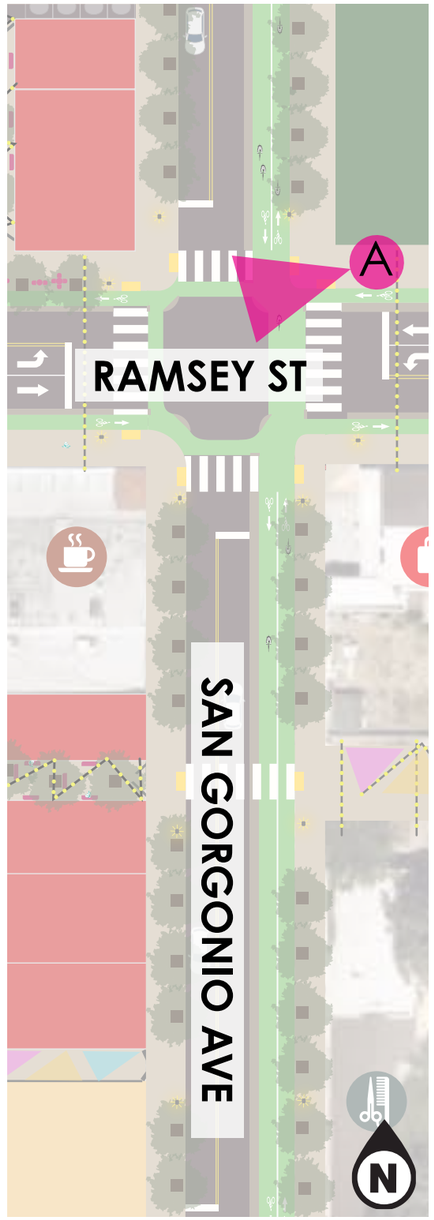




Precedent images for Civic Center expansion and San Gorgonio Ave complete street enhancements



Existing Ramsey Street and San Gorgonio Ave intersection





A

Photo simulation of Ramsey Street and San Gorgonio Ave with protected intersection and cycletracks

East Ramsey Street & South East Lot

Ramsey Street through this section of Downtown would have a planted median with trees to signal a transition into the Downtown starting at the new gateway across Ramsey at Martin Street. Bus stops would allow transit riders to access Downtown via the stops on either side of Ramsey Street near the Civic Center. The lot to the south east of this intersection of Ramsey Street and San Gorgonio Ave would be a Downtown activity anchor for all types of users. New residential opportunities, in the form of apartments and live-work studios, would be located at the eastern edge near the new gateway at Martin Street. In the middle of the block would be a two-story parking structure accessed from Livingston serving the new hotel, conference center, and potentially provide public parking Downtown. The historic San Gorgonio Inn sign could be located near the hotel where it stood and be part of a larger wayfinding program in town. A new themed attractor, commercial development and active entertainment parks would be located on the western third of the lot between the oldest buildings in town and the new hotel. These attractor areas would provide entertainment for both local residents and visitors passing through or staying at the new hotel. The active entertainment park would be a continuation of the Civic Park to the north and could include large event lawn, play areas, shade, etc. Additional parking with permeable-surface would provide parking to these areas and be a collection point of stormwater contributing to the larger green infrastructure system in town.

H1 Hotel/Conference Center:

- Hotel Area: 24,894 SF
- Conference Area: 5,000 SF
- Rooms Per Floor: 41
- Floors: 4
- **Total Rooms: 123**

R1 Residential:

- Area: 15.398 SF
- Units Per Floor: 16
- Floors: 3
- **Total Resi Units: 48**

R2 Residential:

- Residential Area: 740 SF
- Floors: 2
- Total Residential Units: 20
- Parking Under Unit

P1 Parking Garage:

- Parking Area: 25,573 SF
- Parking Spaces Per Floor: 78
- Floors: 2
- **Total Parking Spaces: 156**

P2 Surface Parking Lot for Residential on East Side:

- Parking Area: 12,376 SF
- **Total Parking Spaces: 48**

P3 Surface Parking Lot for Themed Attractors West Side:

- Parking Area: 14,375 SF
- **Total Parking Spaces: 48**

C1 In-fill Commercial:

- **Retail Area: 6,476 SF**

C2 Themed Attractor/Park:

- **Retail Area: 15,404 SF**
- **Park Area: 17,934 SF**

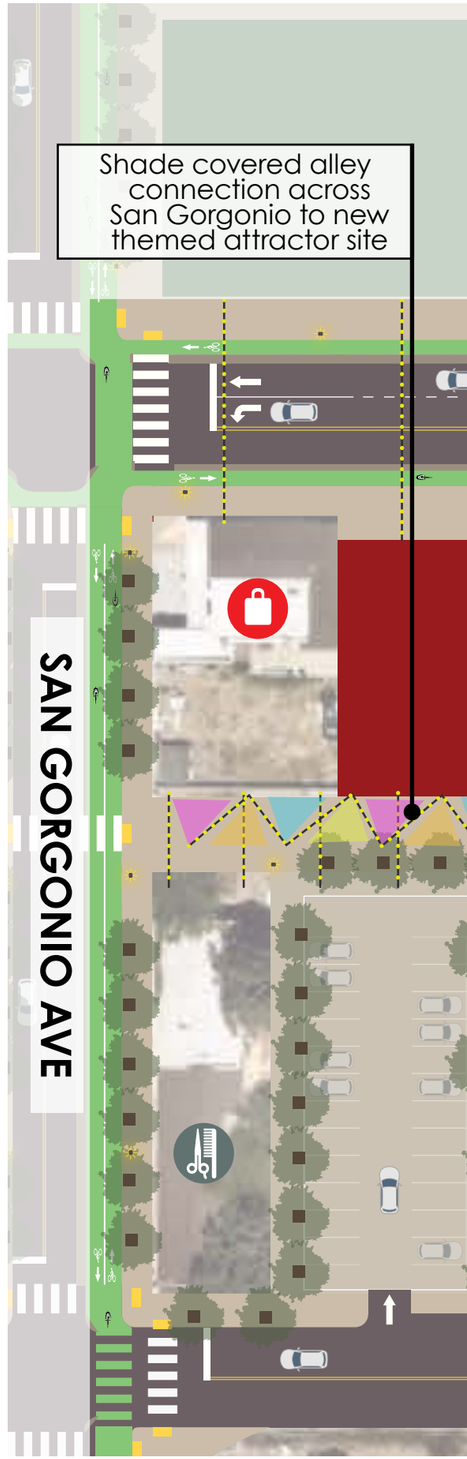
LEGEND

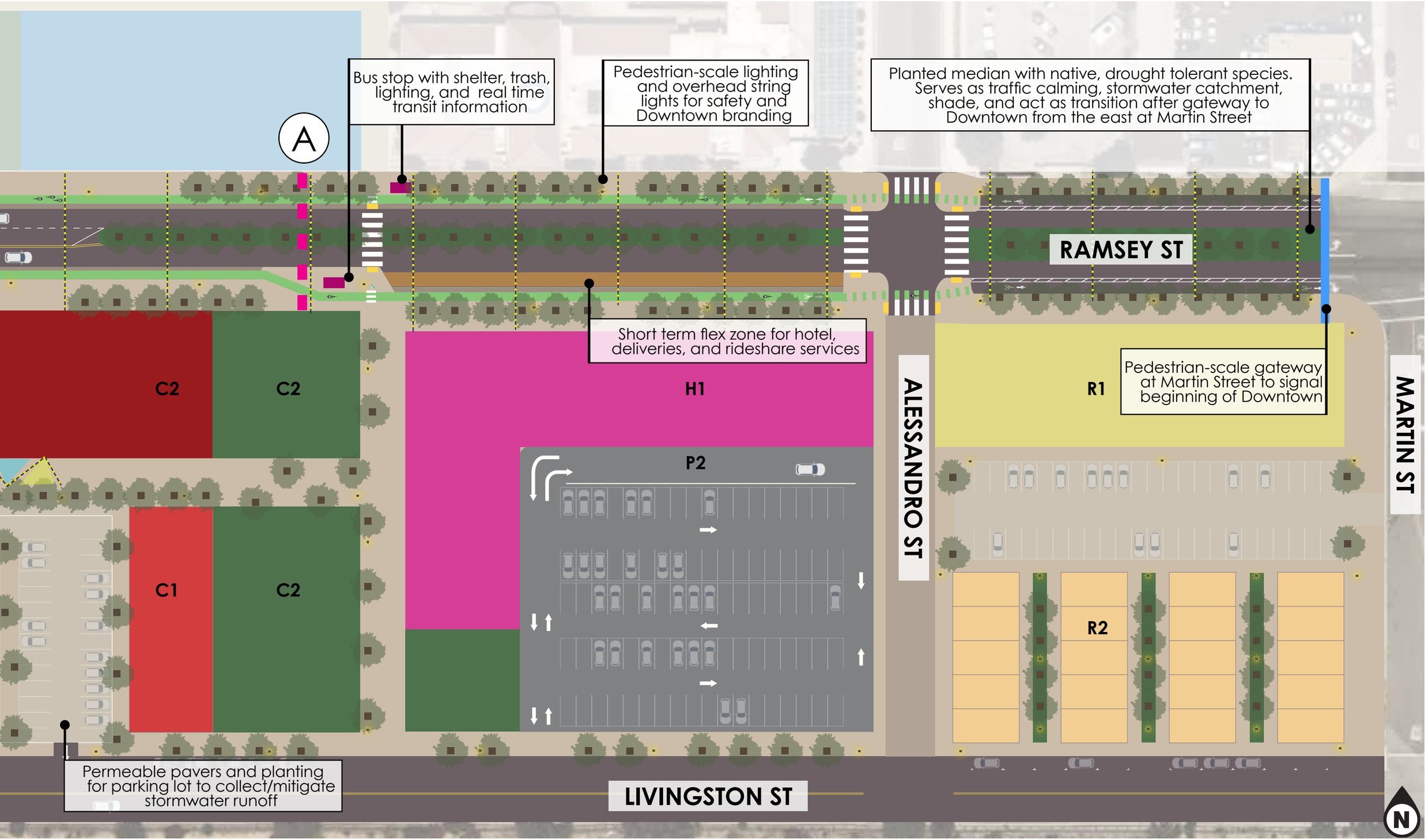
Mobility and Signage

- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

Land Use and Parking

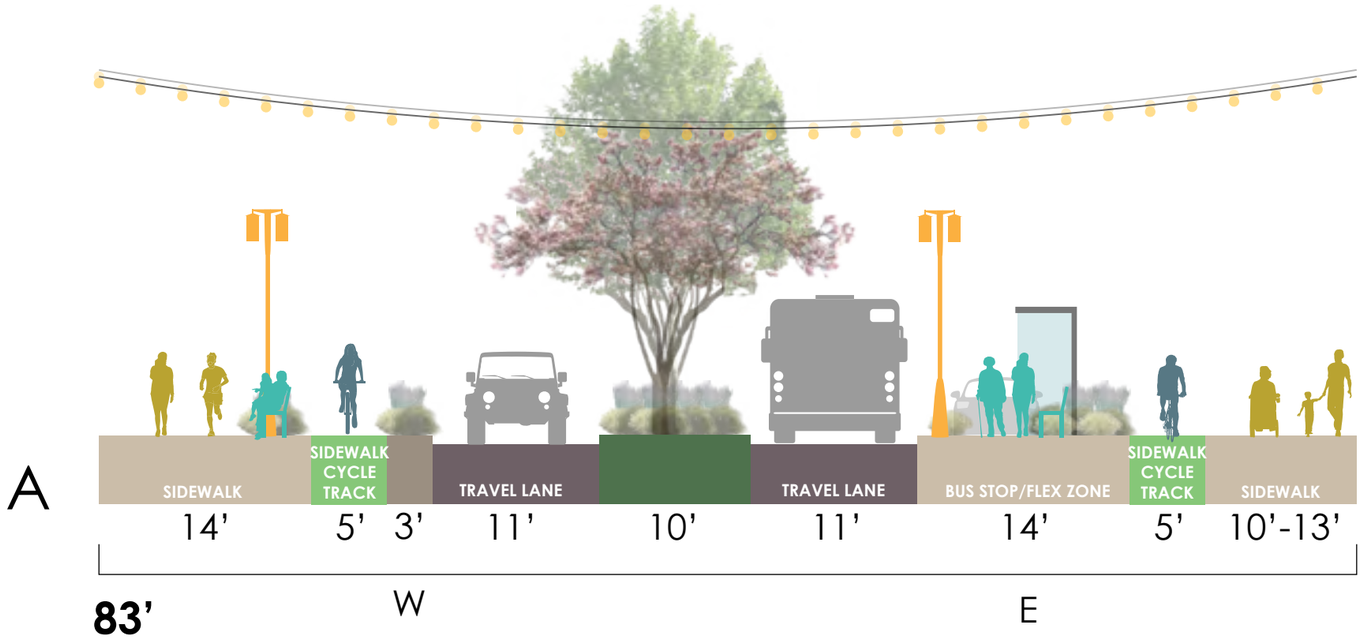
- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking





Plan view of East Ramsey Street along South East Lot with hotel/parking garage, themed attractor, open spaces, and housing in the form of apartments and live-work studios

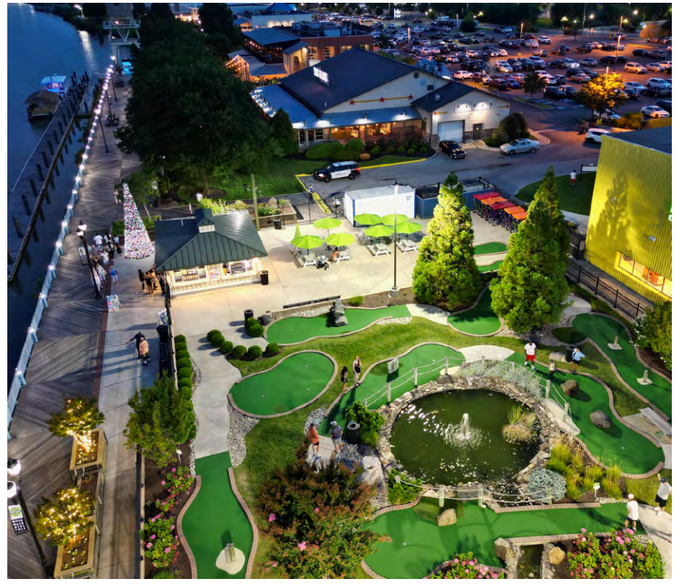
East Ramsey Street



Section of east Ramsey Street with planted median and bus stop

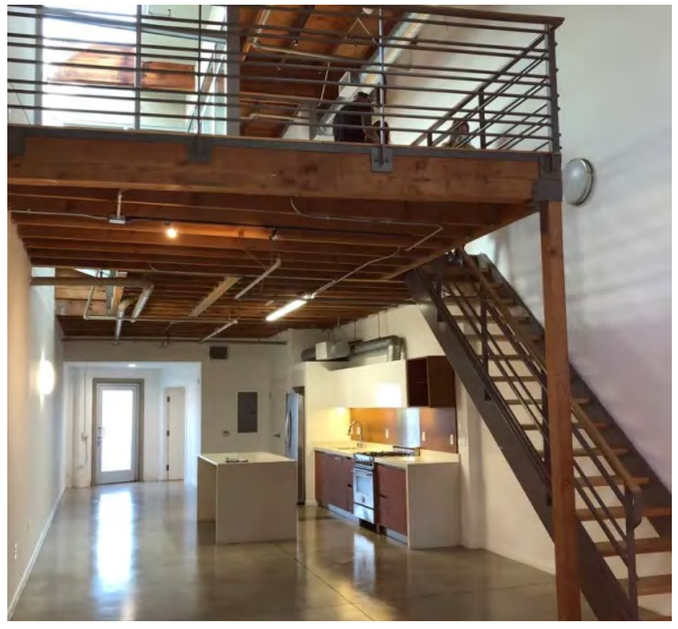












Precedent images for east Ramsey Street and South East Lot

City Park

The .66-acre vacant lot at 3rd St and Ramsey is a unique opportunity to provide a more actively programmed Downtown park space that could serve children using the adjacent Boys and Girls club as well as local residents seeking recreational opportunities within downtown. Ball courts and open spaces for sports, vending kiosks, exercise equipment, and other active recreation uses could be provided in the park.

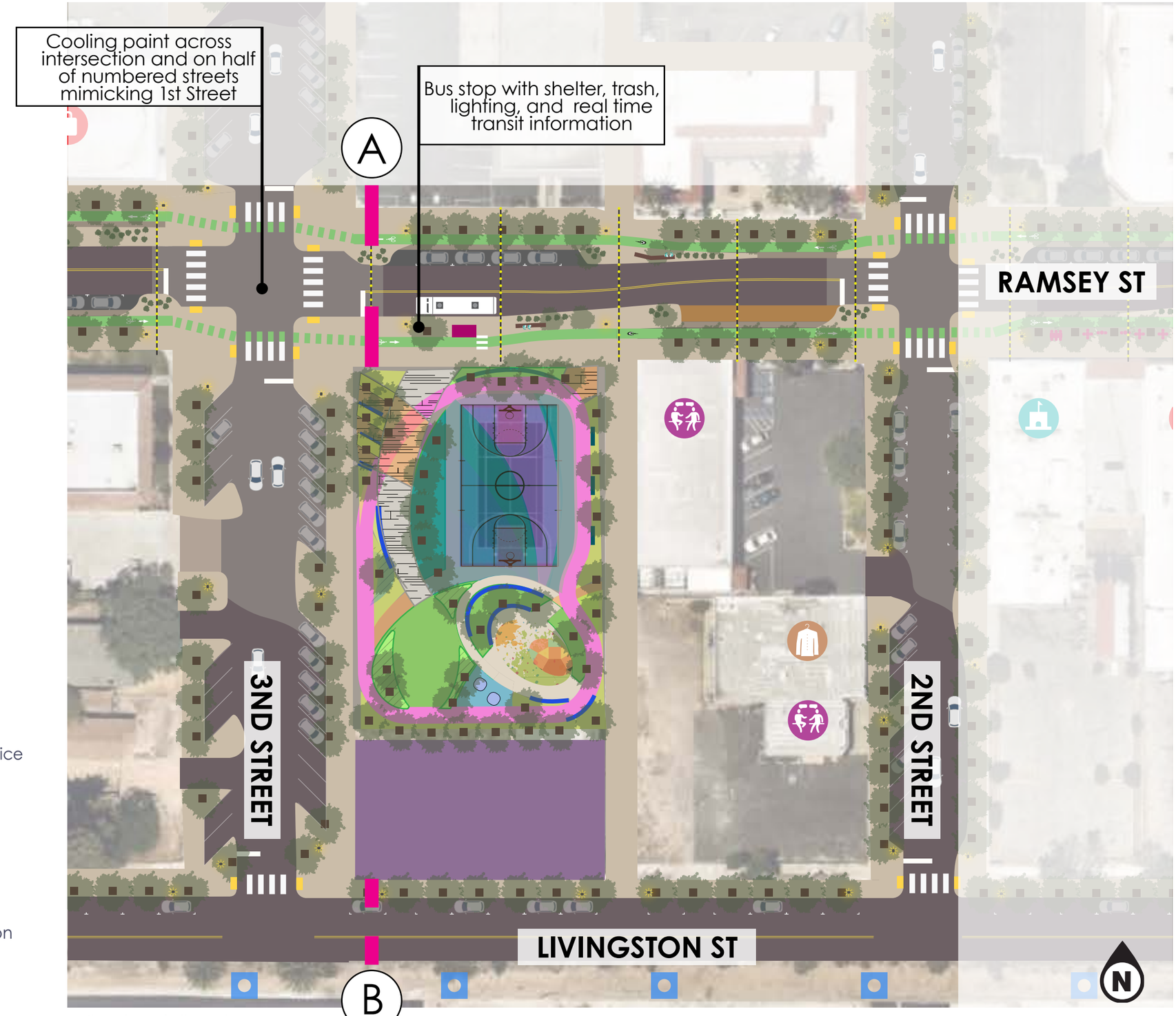
LEGEND

Mobility and Signage

- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

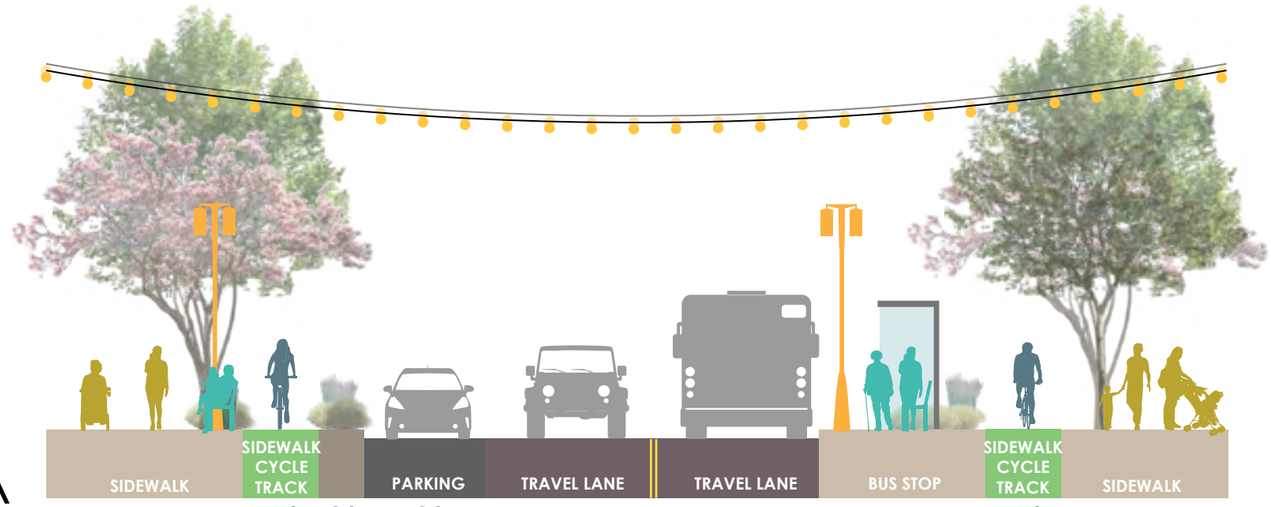
Land Use and Parking

- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking



Plan view of city park

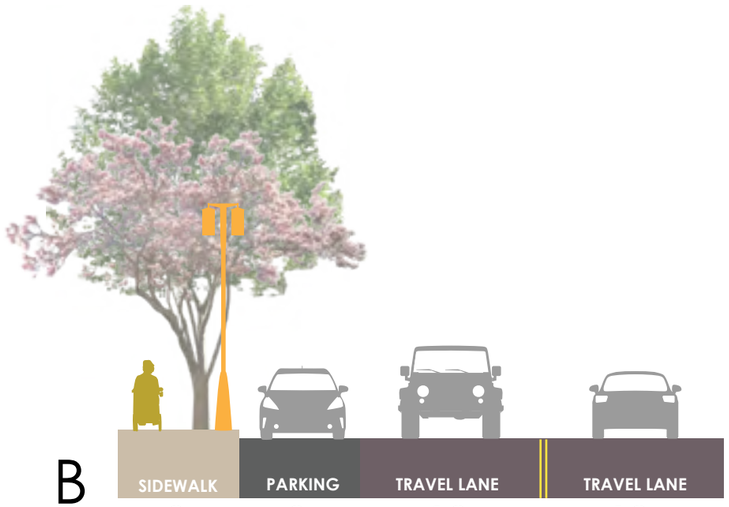
A



78’ W E

Ramsey Street in front of city park with bus stop

B



40’ W E

Livingston Street with one lane of parking and wider sidewalk with trees







Precedent images for city park

Neighborhood Shopping Center & Gateway

The final concept has a new shopping center and retail infill for the 2.4-acre County Services property at the southwest corner of 4th St and Ramsey. The existing County Services building would be repurposed to a roughly 27,000 SF grocery store. Surrounding infill retail would further replace the large existing parking lot, with opportunities to add new retail businesses along Ramsey, including a potential location for the proposed laundromat development. Residential and small creative industrial spaces would round out the land uses along 4th Street and Livingston Street.

C1
- **Existing County Services Building**
- **Converted to New Grocery Store:**
- Commercial Area: 27,000 SF
- Surface Parking Spaces: 63

C2
- **In-fill Commercial:**
- Area: 5,540 SF

C3
- **In-fill Commercial:**
- Area: 5,500 SF

C4
- **In-fill Commercial:**
- Area: 7,300 SF

P1 Surface Parking Lot #1:
- Permeable Surface for stormwater catchment
- Parking Area: 5,184 SF
- **Parking Spaces: 32**

P2 Surface Parking Lot #2:
- Parking Area: 3,770 SF
- Parking Spaces: 11
- Additional permit parking on N 4th Street

MF1 Multi-family Residential #1 (4-plexes):
- Area: 3,900 SF/Building
- Units Per Floor: 2
- Floors Per Building: 2
- 4-plex Buildings: 4
- **Total Units: 16**
- Parking: 4 bay garage/building

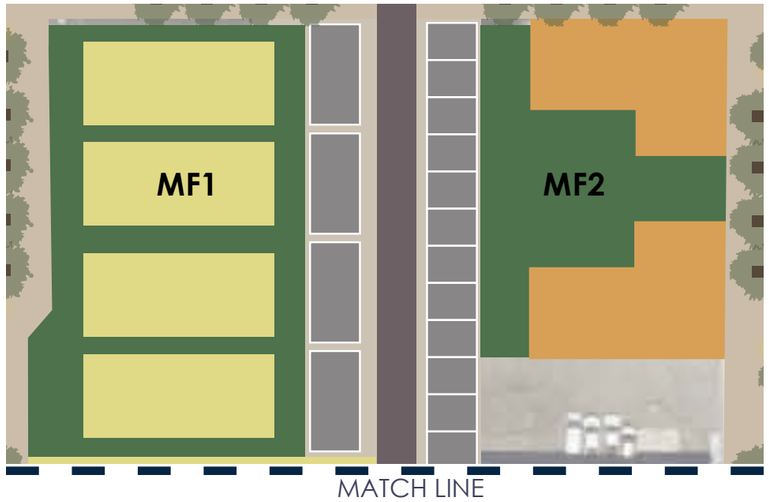
MF2 Multi-family Residential #2:
- Area: 9,742 SF
- Units Per Floor: 10
- Floors: 2
- **Total Residential Units: 20**
- Parking: Garages on Site

MF3 Multi-family Residential #3:
- Area: 6,600 SF
- Units Per Floor: 7
- Floors: 2
- **Total Units: 14**

MF4 Multi-family Residential #4:
- Area: 5,850 SF
- Units Per Floor: 9
- Floors: 2
- **Total Units: 18**

MXR1 Mixed-use Residential #1:
- Ground Floor Retail Area: 7,607 SF
- Ground Floor Residential Area: 7,171 SF
- Ground Floor Residential Units: 7
- Upper Floor Residential Area: 14,750 SF
- Upper Floor Residential Units: 15
- Total Floors: Ground Floor +2
- **Total Residential Units: 37**

MXR2 Mixed-use Residential #2:
- Ground Floor Retail Area: 3,471 SF
- Upper Floor Residential Area: 6,930 SF
- Residential Units Per Floor: 7
- Total Floors: Ground Floor +1
- **Total Residential Units: 11**

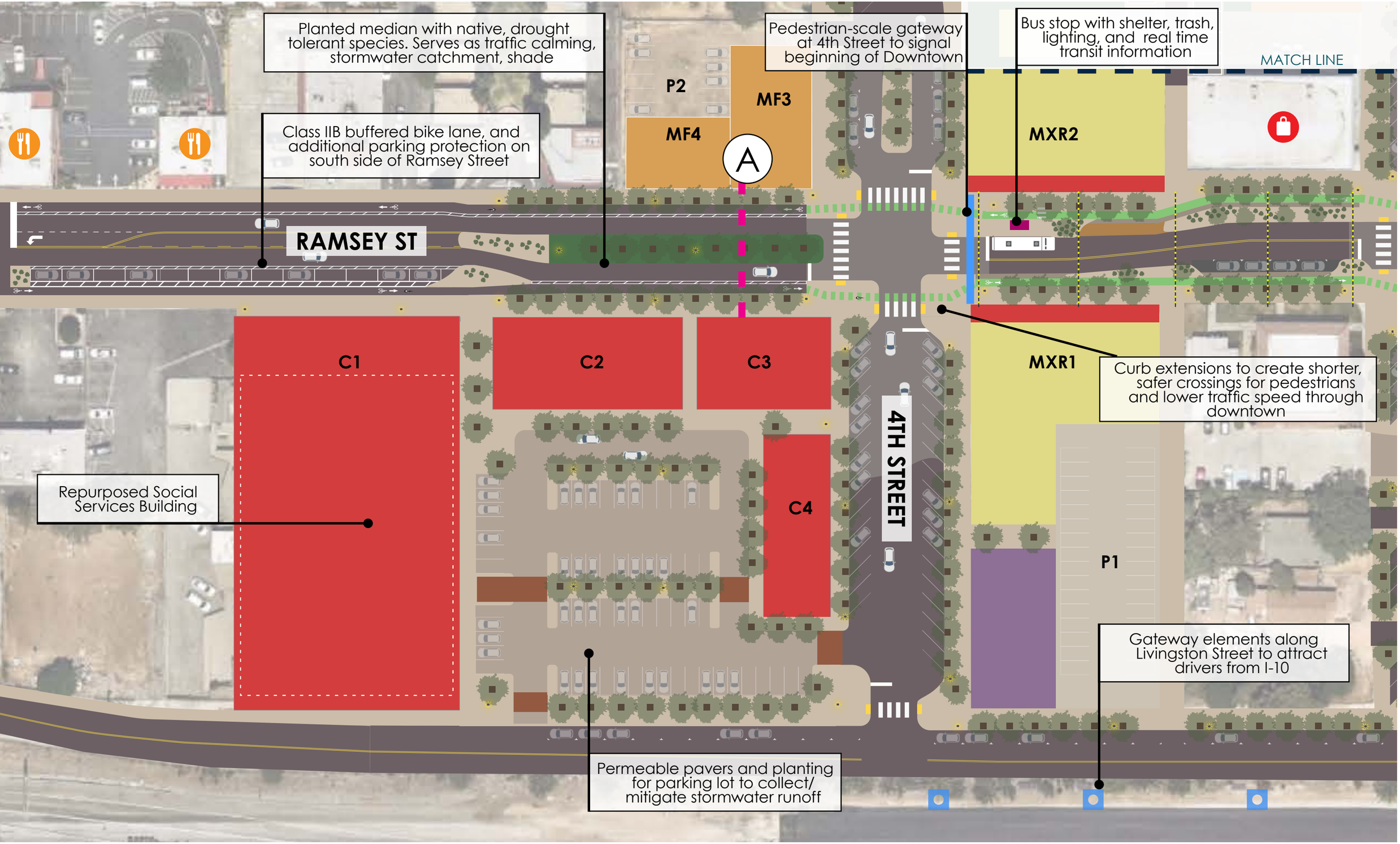


LEGEND

Mobility and Signage
- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

Land Use and Parking
- Commercial/Retail
- Themed Attractor
- Small Scale Produciton/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking





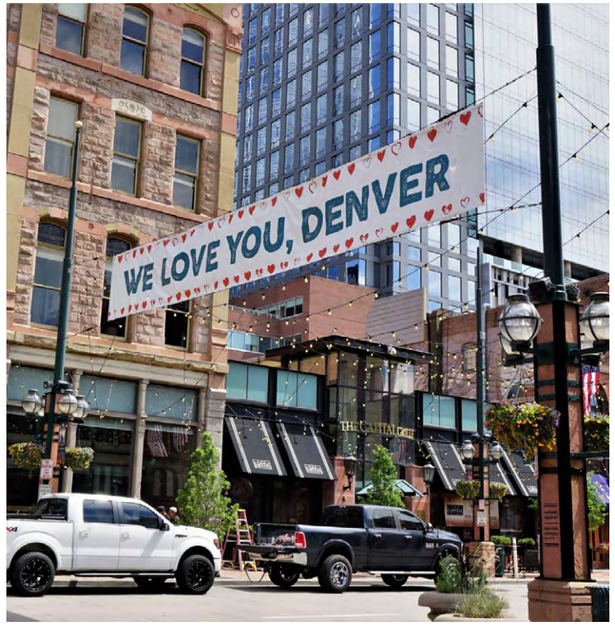
Plan view of neighborhood grocery store and adjacent mix of residential and commercial uses







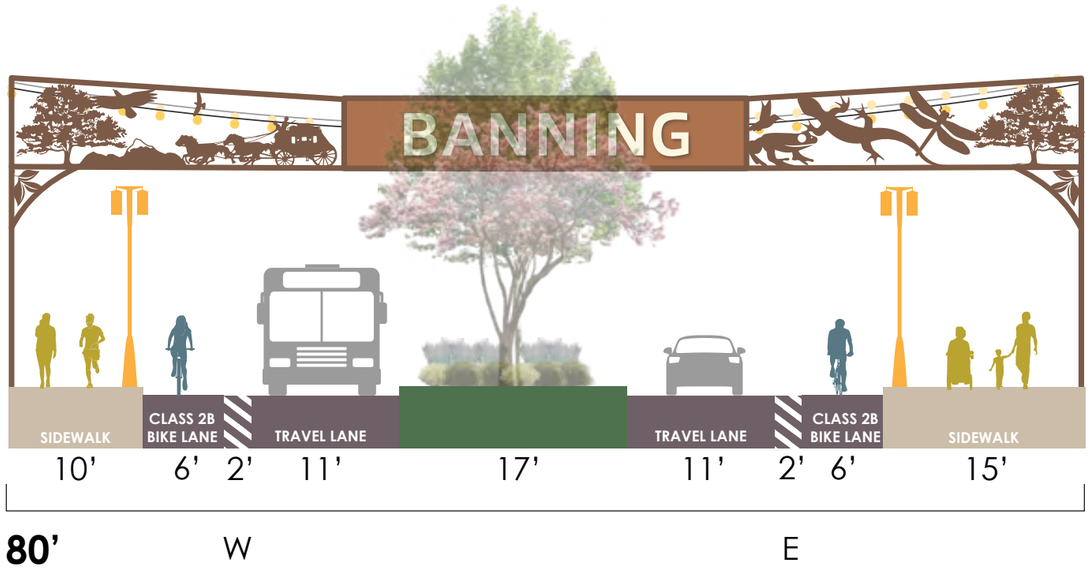




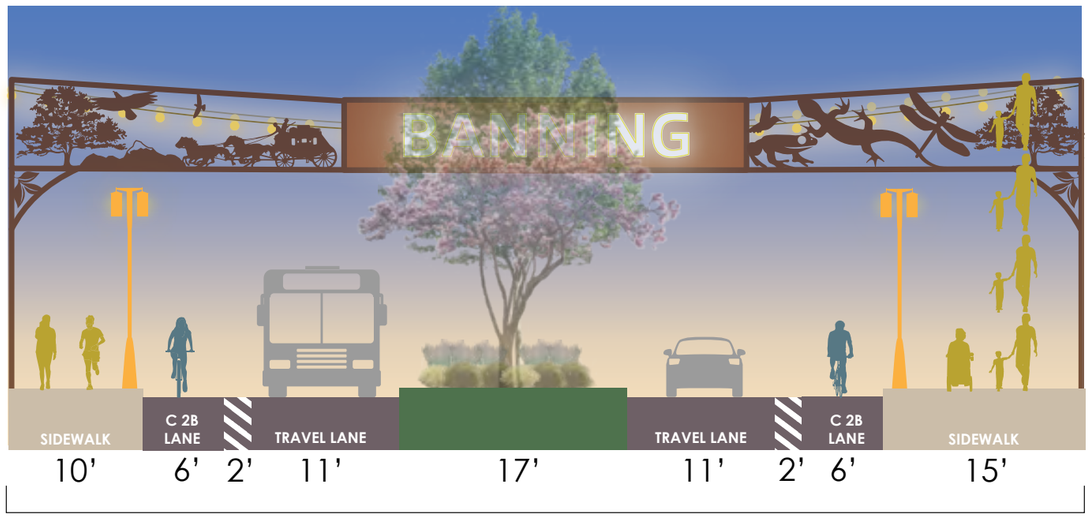


Precedent images for neighborhood shopping area and 4th Street gateway

A



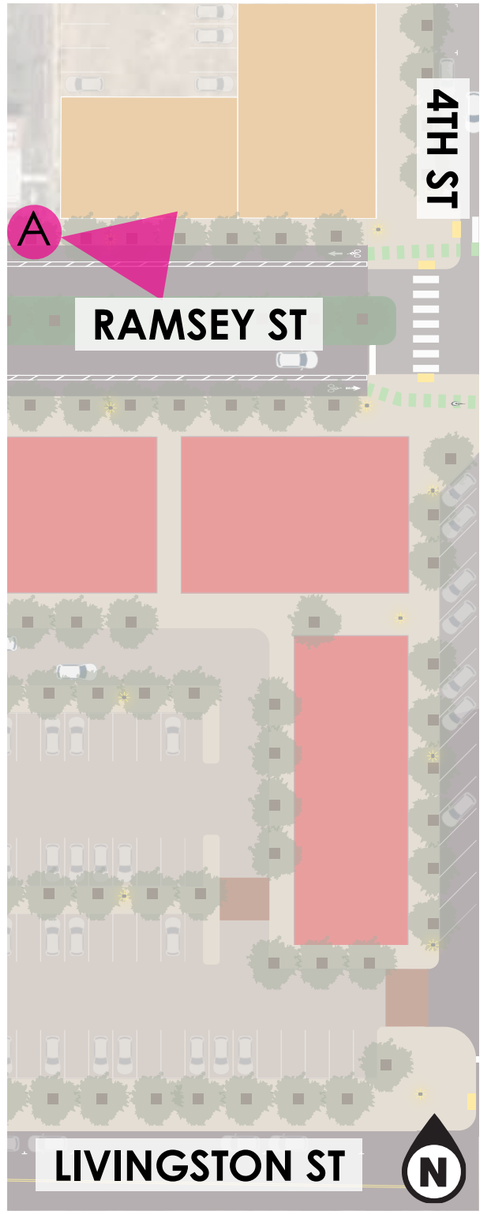
Section of Ramsey Street with planted median west of 4th and gateway sign over east leg of 4th Street



Gateway sign at night



Existing Ramsey Street at 4th Street





A

Photo simulation of Ramsey Street showing 4th Street gateway and planted median

IMPLEMENTATION

There are a number of projects outlined in this plan and not all can be completed all at once with some requiring extensive construction and coordination with stakeholder partners. Other projects are simpler and can be completed with little effort creating the “spark” of the Banning Downtown Complete Streets and Revitalization.

Prioritization

The projects are split into three phases of priority based on complexity.

Priority A Projects - 0-5 Years

The first phase in 0-5 years begins with Priority A projects which are the easiest and lowest cost improvements to kick-start the revitalization and street improvements. **This phase includes: The Go Human Pilot Projects, Parking Signage/Plan, Shared 1st Street, Controlled Alleys, Lighting Across Ramsey Street and 1st Street, Wayfinding Signage/Plan, and Bus Stop Improvements.**

Priority B Projects - 5-10 Years

The second phase in 5-10 years continues with Priority B projects which are ones that expand the spark of the initial projects through the creation of new public spaces and gateway elements to designate the new downtown area between 4th Street and Martin Street as well as ones along the interstate and near on-off ramps. **This phase includes: Courtyards, Gateways, 3rd Street Park, and Post Office Linear Park.**

Priority C Projects - 10-20 Years

The third phase in 10-20 years contains the more complex and costly projects involving significant funding, and coordination with stakeholders to make needed roadway and land use improvements. These projects once completed will make Downtown Banning a pedestrian-oriented space where all users feel comfortable walking and rolling. **This phase includes: Ramsey Complete Street from Martin Street to 8th Street, San Gorgonio Ave two-way cycletrack, San Gorgonio Ave/Ramsey Street protected intersection, Numbered/ secondary street improvements, Indoor pedestrian pass-throughs, Livingston-highway ramp reconfiguration, and Civic Center expansion.**

	PROJECT
A	Pilot projects
	Parking signage
	Shared 1st Street
	Controlled alleys
	Lighting across Ramsey and 1st St
	Wayfinding
	Bus stop improvements
B	Courtyards
	Gateways
	3rd Street park
	Post Office linear park
C	Ramsey Complete Street- Martin St to 8th St
	San Gorgonio Ave two-way cycletrack
	San Gorgonio Protected Intersection
	Numbered/secondary street improvements (1st, 2r
	3rd, 4th, Hays, Livingston/6th)
	Indoor pedestrian pass-throughs connecting alleys 1st Street/courtyard expansions.
	Livingston-Highway ramp reconfiguration for truck route
	Civic Center Expansion

Grant Funding

Grant funding for these projects will be a combination of State, Regional, and Federal funds and cover all aspects of the project to complete roadway improvements, amenity and placemaking, and climate resiliency elements.

State

Active Transportation Program (ATP)

The ATP was created to expand the use of active transportation through encouragement and safety measures that increase the proportion of walking and biking trips, reduce greenhouse gas emissions, and enhance public health. Eligible projects include infrastructure projects, education, encouragement, outreach, and enforcement of non-infrastructure projects. These projects further the goals of the ATP through a combination of infrastructure and non-infrastructure activities, and the development of active transportation plans in disadvantaged communities. Senate Bill 1 (SB 1) stipulates that $100 million of revenues from the Road Maintenance and Rehabilitation Account will be available annually to the ATP. The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SRTS), into a single program with a focus to make California a national leader in active transportation. Applications are typically submitted in July.

https://catc.ca.gov/programs/active-transportation-program

Affordable Housing And Sustainable Communities Program (AHSC)

The goals of AHSC are to support compact development in order to preserve land, reduce greenhouse gas emissions, and increase the supply of affordable housing near jobs, stores, transit, and other key destinations. Eligible projects include sustainable transportation infrastructure, such as new transit vehicles, sidewalks, and bike lanes; transportation-related amenities, such as bus shelters, benches, or shade trees; and other programs that encourage residents to walk, bike, and use public transit.

https://sgc.ca.gov/programs/ahsc/

California Department of Forestry and Fire Protection (CalFire) Urban and Community Forestry Grants

The Urban and Community Forestry Grant Program strives to increase the long-term benefits trees provide, improve the public's understanding and appreciation of urban trees, and advance urban forest management and tree care. Special consideration is given to projects serving disadvantaged and/or low-income communities.

https://www.fire.ca.gov/what-we-do/grants/urban-and-community-forestry-grants

California Strategic Growth Council Regional Climate Collaboratives (RCC) Grant

The Regional Climate Collaboratives (RCC) Program is designed to help communities establish partnerships, funding pathways, plan and policy readiness, and a local network of Technical Assistance providers to pursue funding and implement climate projects. RCC funds collaboratives of cross-sectoral and community-rooted partners, seeking to advance both place-based and region-wide climate change mitigation, adaptation, and resiliency efforts.

https://www.grants.ca.gov/grants/regional-climate-collaboratives-program-round-2/

California Transportation Commission Local Partnership Program (LPP)

This program provides $200 million in funding for local and regional transportation agencies with voter-approved taxes, tolls, or fees, which are dedicated solely to transportation improvements. The program provides funding for aging infrastructure, road conditions, active transportation, transit and rail, and health and safety benefits. The LPP funds are distributed through a 40% statewide competitive component and a 60% formulaic component.

https://catc.ca.gov/programs/sb1/local-partnership-program

Clean California Grant

The California Department of Transportation (Caltrans) developed the Clean California Local Grant Program through which funds will go to local communities to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers. Through the combination of adding beautification measures and art in public spaces along with the removal of litter and debris, this effort will enhance communities and improve spaces for walking and recreation. The goals of the Clean CA are to: Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces; enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect; enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation.

https://cleancalifornia.dot.ca.gov/local-grants/local-grant-program

Clean Mobility Options (CMO)

Clean Mobility Options (CMO) is a statewide public program that empowers under-resourced communities across California to better understand and overcome mobility obstacles with vouchers that fund community needs assessments and clean, shared, zero-emission transportation projects such as car EV carshare/charging, bikeshare, and zero-emission transit services. The goals are to improve access to clean mobility options, advance workforce development in the clean transportation sector, increase zero-emission vehicle adoption, reduce vehicle miles traveled, advance mobility equity and improve air quality. Clean Mobility Options is funded by California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment—particularly in underserved communities, and California Energy Commission's Clean Transportation Program, which is investing more than $1 billion to accelerate the deployment of zero-emission transportation infrastructure and support in-state manufacturing and workforce training and development.

https://cleanmobilityoptions.org/about/

The Ford Family Foundation Large Good Neighbor Grants

Good neighbor grants are designed to support community initiatives including unforeseen emergencies that interrupts programming or services. Examples of Good neighbor grants include: Emergency repairs to essential equipment at a food bank, library, fire hall or other community service provider; Updates to facilities at a beloved community gathering place, including ADA accessibility and technology; Community events such as celebrations, clean-ups or summer arts and music festivals; New or

special programs for the children and families in your communities; Studies or research on a community need; Playgrounds or recreational facilities; Translation of materials or outreach to special populations; Basic needs for vulnerable children and families; Programs or projects that support local economic development efforts. Grants will fund up to one-third of a project or program's total budget and 50 percent of the budget should be raised before applying.

https://www.tfff.org/grants/open-grants/

Rubberized Pavement Grant Program

The California Department of Resources Recycling and Recovery (Cal Recycle) provides the Rubberized Pavement Grant Program formerly called the Rubberized Asphalt Concrete (RAC) Grant Program, to promote markets for recycled-content surfacing products derived from waste tires generated in California, and decrease the adverse environmental impacts created by unlawful disposal and stockpiling of waste tires. In past rounds, $4 million has been available for funding. $250,000 is the maximum for individual applications.

https://calrecycle.ca.gov/tires/grants/pavement/

State Transportation Improvement Program (STIP)

The STIP is a multi-year capital improvement program of transportation projects on and off the State Highway System, funded with revenues from the Transportation Investment Fund and other funding sources. Funding consists of two components: Caltrans' Interregional Transportation Improvement Program (ITIP) and regional transportation planning agencies' Regional Transportation Improvement Program (RTIP). Pedestrian and bicycle projects may be programmed under ITIP and RTIP. STIP programming occurs every two years. In 2022, STIP added additional funding for active transportation improvements.

https://catc.ca.gov/programs/state-transportation-improvement-program

Transportation Development Act Funds (TDA)

TDA provides funding from State Transit Assistance (STA) and Local Transportation Fund (LTF). This program funds a variety of transportation programs including for pedestrians, bicyclists, and transit facilities. The amount of funding is based on sales tax collected in each county. This fund is administered by Caltrans.

https://dot.ca.gov/programs/rail-and-mass-transportation/transportation-development-act

The Urban Greening Program- California Natural Resources Agency

The Urban Greening Program, funded by the General Fund, continues the legacy of these programs. Consistent with AB 32, the Urban Greening Program will fund projects that reduce greenhouse gases while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities. These projects will establish and enhance parks and open space, using natural solutions to improve air and water quality and reducing energy consumption, and creating more walkable and bike-able trails. Approximately $23.7 million is available for urban greening projects. The State anticipates one funding cycle; however, funding cycles are contingent upon the number of competitive applications. There are no maximum or minimum grant amounts.

https://resources.ca.gov/grants/urban-greening

Regional

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Communities Competitive: 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 address the needs of underserved communities.

Sustainable Communities Formula: To fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable) and contribute to the State's GHG reduction targets. Climate Adaptation Planning: To fund 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.

Strategic Partnerships: To fund transportation planning studies in partnership with Caltrans that address the regional, interregional, and statewide needs of the State highway system.

https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants

Southern California Association of Governments- Go Human

SCAG seeks to facilitate opportunities for equity-centered strategies to meet local and regional safety goals. The Go Human Community Hubs Grant Program offers funding opportunities for community organizations to implement local traffic safety and community engagement strategies that leverage community gathering and resource sites or networks. The program aims to support street-level community resiliency and increase the safety of people most harmed by traffic injuries and fatalities, including without limitation Black, Indigenous and People of Color; people with disabilities; and frontline workers, particularly those walking and biking.

Funding for this program is provided by a grant from the California Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration.

Funding is available to recipients across the SCAG region, which encompasses the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura and will be distributed to prioritize equity, particularly within communities that have been historically disinvested or in disadvantaged communities.

https://scag.ca.gov/apply-funding

Transportation Uniform Mitigation Fee (TUMF)

The Western Riverside Council of Governments developed and administers the Transportation Uniform Mitigation Fee (TUMF). This fee is an obligation that must be met on all new development in Western Riverside County. For some developments, the developer is exempt from paying TUMF, but where the local agency has determined that TUMF is due, a developer will need to pay their TUMF fees. These fees vary based on the land use type of the proposed development and its size. These factors influence how traffic will be increased due to development. The TUMF fee goes toward providing improvements to improve local traffic.

https://wrcog.us/174/TUMF

Federal

California Department of Parks and Recreation Outdoor Recreation Legacy Partnership (ORLP) Program

The Outdoor Recreation Legacy Partnership (ORLP) program was established in 2014 and is funded through the Land and Water Conservation Fund. ORLP is a nationally competitive program targeting grant assistance to help economically disadvantaged urban communities of at least 30,000 people with no, or almost no, access to publicly available, close-by, outdoor recreation. Funds can be used for the acquisition and/or development of new, or to substantially renovate obsolete, public parks and other outdoor recreation spaces. The Outdoor Recreation Legacy Partnership (ORLP) Program is a federal National Park Service (NPS) grant program. ORLP involves two competitive layers. Applications are first competitively reviewed by California Department of Parks and Recreation, Office of Grants and Local Services (OGALS). Applications selected by the state are then forwarded to National Park Service to compete in the nationwide competition.

https://www.parks.ca.gov/?page_id=30578

Carbon Reduction Program

Authorized with the BIL in 2022, the Carbon Reduction Program is a DOT program that funds projects that support a reduction in transportation emissions. Eligible projects include bicycle and pedestrian infrastructure and public transit facilities. Caltrans distributes funding based on population sizes using the 2020 Census.

https://www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

The Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) is a Federally funded block grant program created by Congress in 1974, with the overall goal to develop viable urban communities by providing decent housing and a suitable living environment primarily for low-mod income persons.

CDBG works toward the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Example eligible activities include public services such as senior or child care services, health services, youth services; housing services such as programs for lower and moderate income households; and public improvements such as streets, curbs, gutters, sidewalks, streetlights, sewers, storm drains, traffic signals, parks and recreation facilities, health facilities, and fire station improvements.

https://rivcoeda.org/Departments/Housing/Community-Development-Block-Grant/Community-Development/CDBG-Program

Congestion Mitigation and Air Quality (CMAQ) Improvement Program

CMAQ provides funding to state and local agencies for transportation projects that help meet Clean Air Act objectives. Funded projects must work to reduce congestion and improve area quality in nonattainment or maintenance zones for ozone, carbon monoxide or particulate matter. CMAQ funds can be used for bicycle and pedestrian projects that are included in the metropolitan planning organization (MPO) current transportation plan and transportation improvement program (TIP). Projects can include bicycle and pedestrian facilities that are not exclusively recreational and for outreach related to safe bicycle use.

https://www.transportation.gov/sustainability/climate/federal-programs-directory-congestion-mitigation-and-air-quality-cmaq

House Transportation & Infrastructure (T&I) Committee Appropriations

The House T&I Committee invites Members of Congress to request funding for projects in their communities. Project funds can be used for planning, final design, and construction projects. Eligible projects include bicycle & pedestrian infrastructure projects that increase access, strengthen multimodal connections, reduce greenhouse gas emissions, and enhance environmental justice.

https://transportation.house.gov/subcommittees/subcommittee/?ID=107420

Neighborhood Access and Equity Grants

Authorized by the Inflation Reduction Act in August 2022, these grants aim to make roads safer for all modes of transportation. The purpose of the grant is to reconnect communities that have highways running through them. Funds can be used to redesign highways for all modes, build trails and bike lanes, provide transit connections, install green infrastructure, reduce urban heat islands, and build safety features. https://www.transportation.gov/grants/rcnprogram/about-neighborhood-access-and-equity-grant-program

https://www.transportation.gov/grants/rcnprogram/about-neighborhood-access-and-equity-grant-program

RAISE Grants

Previously known as the BUILD and TIGER grant, the RAISE grant funds the building and repair of transportation networks. Available through the U.S. Department of Transportation, the RAISE grant allows sponsors at the State and local levels to obtain funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional funding initiatives.

https://www.transportation.gov/RAISEgrants

Reconnecting Communities and Neighborhoods Grant Program

The Bipartisan Infrastructure Law (BIL) established the new Reconnecting Communities Pilot (RCP) discretionary grant program, funded with $1 billion over the next 5 years. It is the first-ever Federal program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Funding supports planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities.

Eligible facilities may include a highway, including a road, street, or parkway or other transportation facility, such as a rail line, that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors. Planning grants may be used to study the feasibility and impacts of removing, retrofitting, or mitigating an existing eligible facility or to conduct planning activities necessary to design a project to remove, retrofit, or mitigate an existing eligible facility.

https://www.transportation.gov/grants/rcnprogram/about-rcp\

Safe Streets and Roads for All (SS4A)

Established by the Bipartisan Infrastructure Law (BIL), this program funds initiatives that prevent roadway deaths and serious injuries and can be used to carry out items in support of creating safety Action Plans like Vision Zero, and in implementing infrastructure including pilot programs, installing pedestrian and bicycle networks, transforming roadway corridors into Complete Streets, improving the safety of intersections. Up to $1 billion is available each year of the program.

https://www.transportation.gov/grants/SS4A

Surface Transportation Block Grant (STBG)

Extended by the BIL, these grants are used to fund projects that maintain and improve the transportation performance of federal-aid highways, bridges, and tunnels, install pedestrian and bicycle infrastructure and implement transit capital projects. Additional Transportation Alternatives* set aside funds for active transportation, and active transportation access to transit improvements.

https://www.fhwa.dot.gov/specialfunding/stp/

*Title 23, U.S.C. 101(a)(29) Transportation alternatives. - The term "transportation alternatives" means any of the following activities when carried out as part of any program or project authorized or funded under this title, or as an independent program or project related to surface transportation: (A) Construction, planning, and design of on-road and off- road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

https://fhwa.dot.gov/map21/docs/title23usc.pdf

Grants- State

		STATE											
	PROJECT	Active Transportation Program (ATP)	Affordable Housing And Sustainable Communities Program (AHSC)	California Department of Forestry and Fire Protection (CalFire) Urban and Community Forestry Grants	California Strategic Growth Council Regional Climate Collaboratives (RCC) Grant	California Transportation Commission Local Partnership Program (LPP)	Clean California Grant	Clean Mobility Options (CMO)	The Ford Family Foundation Large Good Neighbor Grants	Rubberized Pavement Grant Program	State Transportation Improvement Program (STIP)	Transportation Development Act Funds (TDA)	The Urban Greening Program
A	Pilot projects								■				
	Parking signage												
	Shared 1st Street			■	■	■	■		■				■
	Controlled alleys	■	■	■	■		■	■		■	■		■
	Lighting across Ramsey and 1st St		■		■								
	Wayfinding		■										
	Bus stop improvements		■		■	■				■	■	■	
B	Courtyards	■	■	■	■		■		■				■
	Gateways						■						
	3rd Street park		■						■				
	Post Office linear park		■	■	■		■		■				■
C	Ramsey Complete Street- Martin St to 8th St	■	■	■	■	■	■			■	■	■	■
	San Gorgonio Ave two-way cycletrack	■	■	■	■	■	■			■	■	■	■
	San Gorgonio Protected Intersection	■	■	■	■	■	■			■	■	■	■
	Numbered/secondary street improvements (1st, 2nd, 3rd, 4th, Hays, Livingston/6th)	■	■			■	■			■	■		
	Indoor pedestrian pass-throughs connecting alleys to 1st Street/courtyard expansions.		■				■				■		
	Livingston-Highway ramp reconfiguration for truck route		■			■							
	Civic Center Expansion			■				■					■

Grants- Regional & Federal

	PROJECT	Caltrans Sustainable Transportation Planning Grant Program	Southern California Association of Governments- Go Human	Transportation Uniform Mitigation Fee (TUMF)	California Department of Parks and Recreation Outdoor Recreation Legacy Partnership (ORLP) Program (Granted by NPS)	Carbon Reduction Program	The Community Development Block Grant (CDBG)	Congestion Mitigation and Air Quality (CMAQ) Improvement Program	House Transportation & Infrastructure (T&I) Committee Appropriations	Neighborhood Access and Equity Grants	RAISE Grants	Reconnecting Communities and Neighborhoods Grant Program	Safe Streets and Roads for All (SS4A)	Surface Transportation Block Grant (STBG)
					FEDERAL									
A	Pilot projects		■										■	
	Parking signage			■		■	■	■						
	Shared 1st Street	■				■	■	■			■		■	■
	Controlled alleys			■	■		■			■				
	Lighting across Ramsey and 1st St			■	■		■							
	Wayfinding	■		■			■					■		
	Bus stop improvements	■		■		■	■	■	■		■			■
B	Courtyards			■	■		■							
	Gateways						■							
	3rd Street park				■		■							
	Post Office linear park						■							
C	Ramsey Complete Street- Martin St to 8th St	■		■		■	■	■	■		■	■	■	■
	San Gorgonio Ave two-way cycletrack	■				■	■	■	■	■	■	■	■	■
	San Gorgonio Protected Intersection	■				■	■	■	■		■	■	■	■
	Numbered/secondary street improvements (1st, 2nd, 3rd, 4th, Hays, Livingston/6th)	■		■		■	■							
	Indoor pedestrian pass-throughs connecting alleys to 1st Street/courtyard expansions.						■							
	Livingston-Highway ramp reconfiguration for truck route	■				■		■	■	■	■	■	■	■
	Civic Center Expansion				■		■							

Cost Estimates -
Full Project Summary and Details

These costs are rough order of magnitude estimates for all aspects of the final design from roadway construction to amenities and irrigation. The following sections break down this cost summary by project with Ramsey Street, 1st Street, Alleys/Courtyards, and the Park. For this cost estimate all gateway elements are excluded.

Full Project Cost Summary	
LANDSCAPE + STORMWATER	$6,080,000.00
ROADWAY + PAVING	$20,610,000.00
LIGHTING + PEDESTRIAN AMENITIES	$2,710,000.00
SOFT COSTS	$3,820,000.00
CONSTRUCTION TOTAL COST	**$33,220,000.00**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$38,200,000.00**
CEQA EXEMPTION DOCUMENTATION	$50,000.00
CONTINGENCY (30%)	$11,460,000.00
Total in 2023 (Rounded to nearest 10,000)	**$49,710,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$52,690,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$55,850,000**

LANDSCAPE + STORMWATER

DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
24" Box Tree	EA	$1,200.00	675	$810,000.00
Landscaping	SF	$20.00	65,000	$1,300,000.00
Shrub and groundcover Irrigation	SF	$16.00	65,000	$1,040,000.00
Irrigation equipment	EA	$15,000.00	30	$450,000.00
Tree removal	EA	$2,000.00	40	$80,000.00
Soil	CY	$65.00	7,200	$468,000.00
Tree Root Vault System + Soil	MI	$3,650,000.00	0.4	$1,460,000.00
Fencing	LF	$125.00	600	$75,000.00
Bioswale	LF	$200.00	2,000	$400,000.00
TOTAL				$6,083,000.00
Total in 2023 (rounded to nearest $10,000)				**$6,080,000.00**

ROADWAY + PAVING

DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
Demo (to include all soils, pavements, and miscellaneous removc	SF	$30.00	210,000	$6,300,000.00
AC Paving with Aggregate Base	Ton	$400.00	2,710	$1,084,000.00
Concrete Curb and Gutter	LF	$100.00	30,000	$3,000,000.00
Curb Ramps and Warning Strip	EA	$10,000.00	60	$600,000.00
Striping	LF	$6.00	14,000	$84,000.00
Pavement Markings (STOP,YIELD)	EA	$475.00	50	$23,750.00
Poured Concrete Walk 4"	SF	$20.00	284,900	$5,698,000.00
Cool Paving for Mural & Mural Materials	LS	$30,000.00	1	$30,000.00
Ground mural	LS	$15,000.00	1	$15,000.00
Bicycle Signage	EA	$500.00	18	$9,000.00
Traffic Signal Modification including Bike Signal Heads and Loops	LS	$350,000.00	1	$350,000.00
Paving decorative	SF	$35.00	6,000	$210,000.00
Bike Lanes	SF	$15.00	40,000	$600,000.00
Median Islands	SF	$55.00	14,000	$770,000.00
Cool paving	SF	$15.00	47,700	$715,500.00
Permeable asphalt, subbase, and geotextiles	SF	$25.00	44,800	$1,120,000.00
TOTAL				20,609,250.00
Total in 2023 (rounded to nearest $10,000)				**$20,610,000.00**

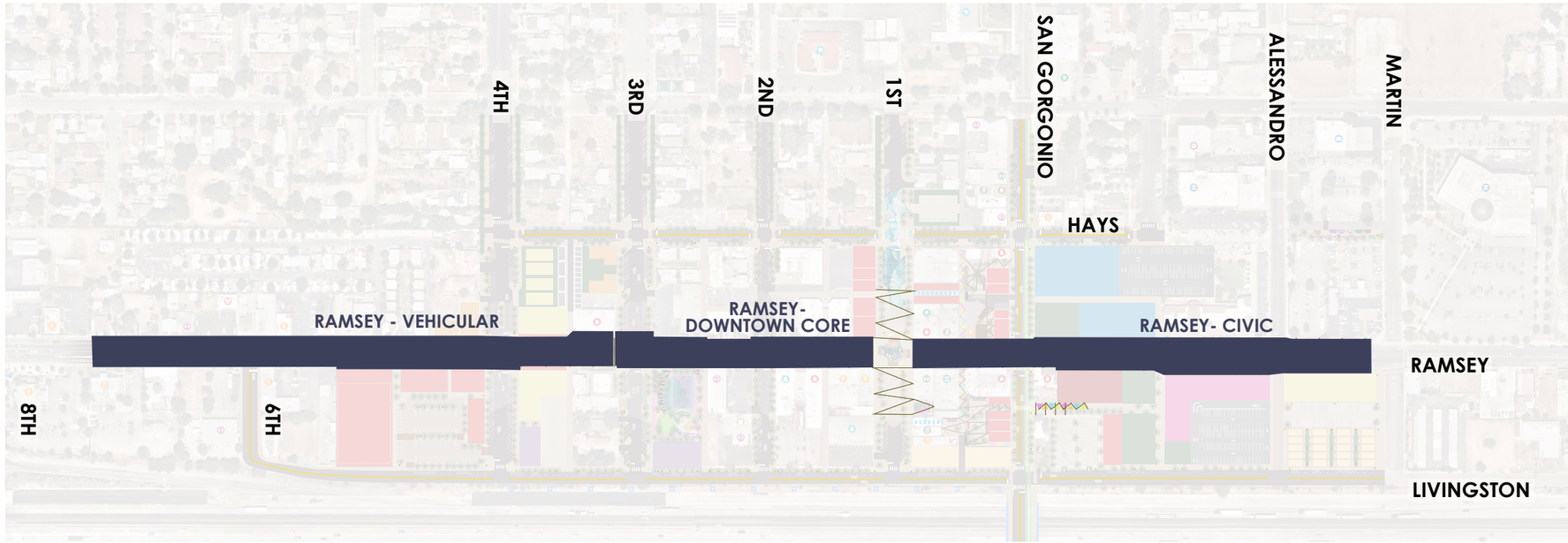
LIGHTING + PEDESTRIAN AMENITIES

DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
String Lights	LF	$12.00	14,386	$172,632.00
Pedestrian scale street lights	EA	$8,000.00	75	$600,000.00
Small Shade Structure (12'X12')	SF	$250.00	4,800	$1,200,000.00
Trash Receptacle	EA	$1,800.00	30	$54,000.00
Amenities (Benches, Bike racks, etc.)	EA	$3,500.00	20	$70,000.00
Map and Wayfinding Signage	EA	$5,000.00	4	$20,000.00
Bus Shelters	EA	$35,000.00	4	$140,000.00
Project Signage	EA	$500.00	30	$15,000.00
Poured in Place Concrete Seat Walls (@Park)	LF	$275.00	178	$48,950.00
Game Courts	SF	$20.00	3,900	$78,000.00
Drinking Fountain with Bottle Filler + Pet Bowl	EA	$15,000.00	1	$15,000.00
Play equipment and surfacing	LS	$300,000.00	1	$300,000.00
TOTAL				$2,713,582.00
Total in 2023 (rounded to nearest $10,000)				**$2,710,000.00**
			Subtotal	**$29,400,000.00**

SOFT COSTS

DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
Traffic Control and Traffic Control Plan	1	3% of TTL C		$882,000.00
Stormwater Pollution Prevention Plan (SWPPP) Development and	1	3% OF TTL C		$882,000.00
Mobilization/Demobilization and Clean-up	1	5% OF TTL C		$1,470,000.00
Utilities Relocation/Protection/Coordination	1	2% OF TTL C		$588,000.00
TOTAL				$3,822,000.00
Total in 2023 (rounded to nearest $10,000)				**$3,820,000.00**
CONSTRUCTION TOTAL COST				
Total in 2023 (rounded to nearest $10,000)				**$33,220,000.00**
TOTAL COST				
Plans, Specifications, Estimates	1	15% OF TTL C		$4,983,000.00
SUBTOTAL				$38,203,000.00
Subtotal in 2023 (rounded to nearest 10,000)				**$38,200,000.00**
CEQA Documentation	1	$50,000.00		$50,000.00
Contingency	1	30% OF TTL		$11,460,000.00
TOTAL in 2023				**$49,710,000.00**
Total in 2023 (rounded to nearest $10,000)				**$49,710,000.00**

Cost Estimates - Ramsey Street



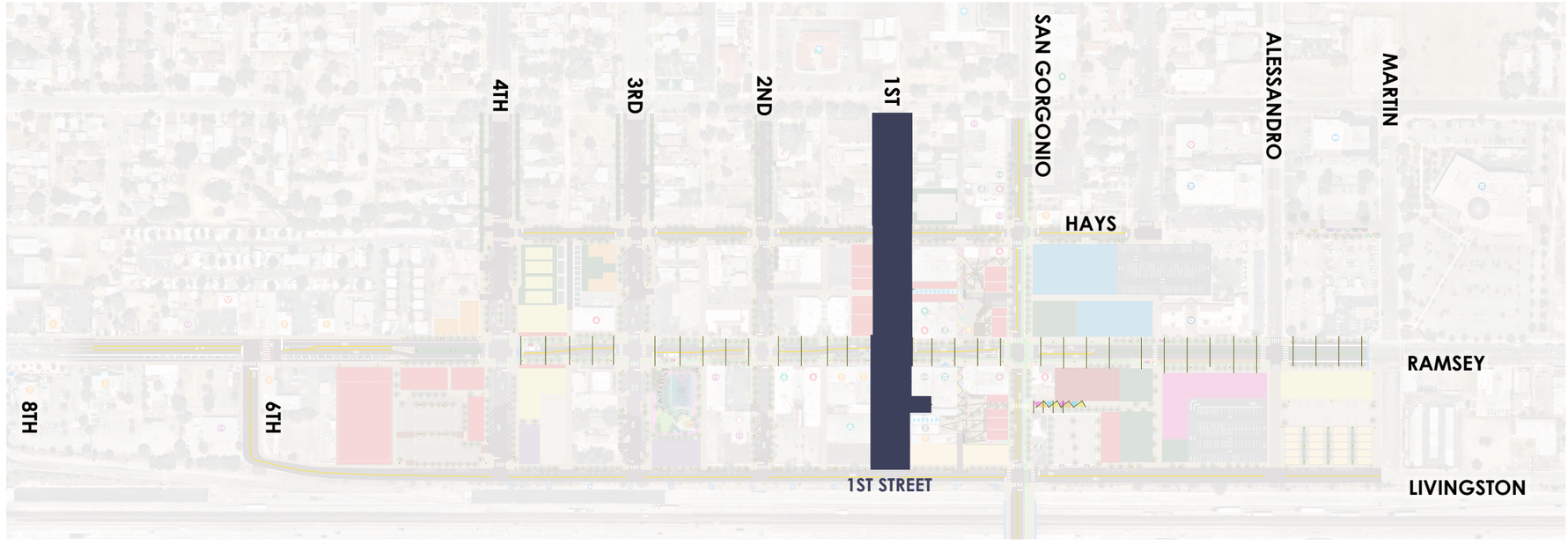
Ramsey - ALL PROJECTS COMBINED	
LANDSCAPE + STORMWATER	$2,460,000
ROADWAY + PAVING	$6,080,000
LIGHTING + PEDESTRIAN AMENITIES	$680,000
SOFT COSTS	$1,200,000
CONSTRUCTION TOTAL COST	**$10,420,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$11,980,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$3,594,000
Total in 2023 (Rounded to nearest 10,000)	**$15,624,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$16,560,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$17,550,000**

Ramsey - Vehicular Project	
LANDSCAPE + STORMWATER	$390,000
ROADWAY + PAVING	$1,400,000
LIGHTING + PEDESTRIAN AMENITIES	$180,000
SOFT COSTS	$260,000
CONSTRUCTION TOTAL COST	**$2,230,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$2,560,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$768,000
Total in 2023 (Rounded to nearest 10,000)	**$3,380,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$3,580,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$3,790,000**

Ramsey - Downtown Core Project	
LANDSCAPE + STORMWATER	$1,270,000
ROADWAY + PAVING	$2,810,000
LIGHTING + PEDESTRIAN AMENITIES	$240,000
SOFT COSTS	$560,000
CONSTRUCTION TOTAL COST	**$4,880,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$5,610,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$1,683,000
Total in 2023 (Rounded to nearest 10,000)	**$7,340,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$7,780,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$8,250,000**

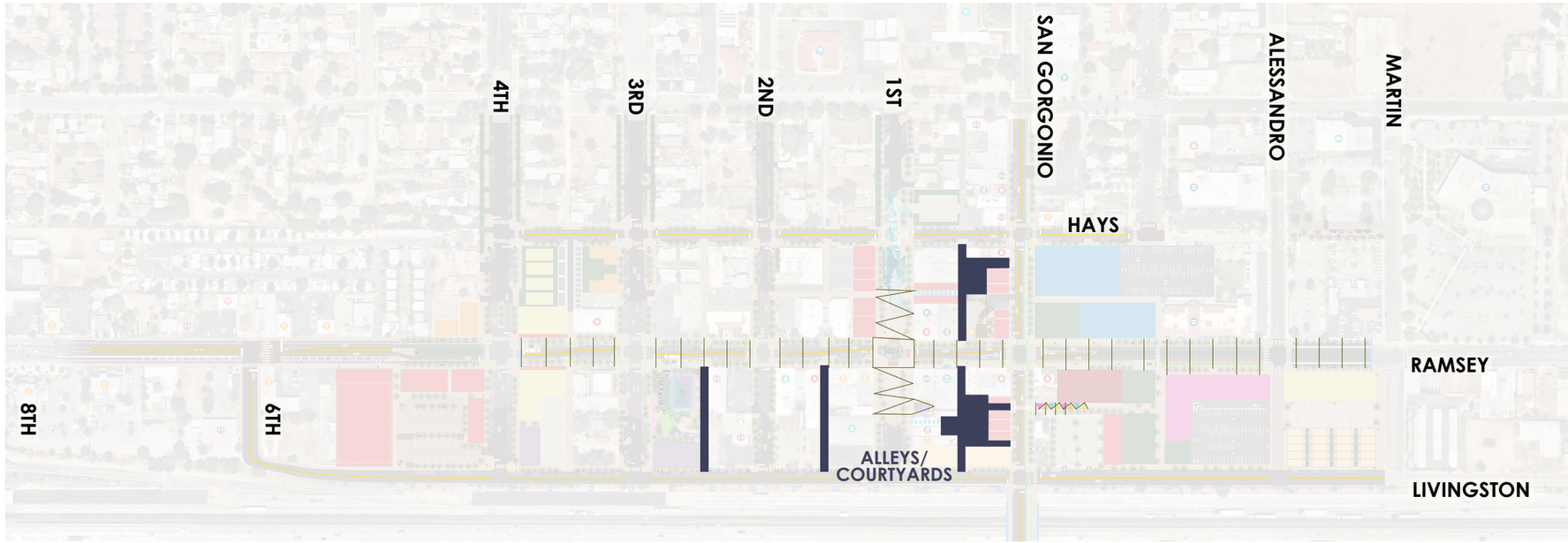
Ramsey - Civic Project	
LANDSCAPE + STORMWATER	$800,000
ROADWAY + PAVING	$1,870,000
LIGHTING + PEDESTRIAN AMENITIES	$260,000
SOFT COSTS	$380,000
CONSTRUCTION TOTAL COST	**$3,310,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$3,810,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$1,143,000
Total in 2023 (Rounded to nearest 10,000)	**$5,000,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$5,300,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$5,620,000**

Cost Estimates - 1st Street



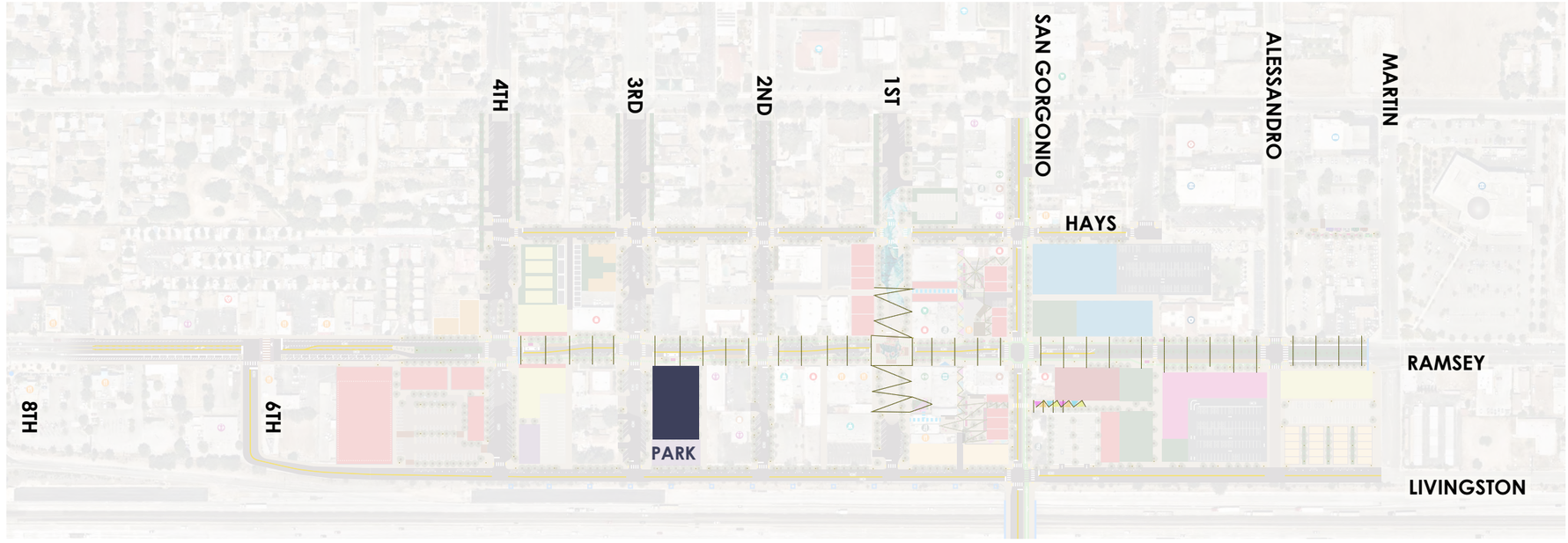
1st Street Project	
LANDSCAPE + STORMWATER	$1,410,000
ROADWAY + PAVING	$3,010,000
LIGHTING + PEDESTRIAN AMENITIES	$340,000
SOFT COSTS	$40,000
CONSTRUCTION TOTAL COST	**$4,800,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$5,520,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$1,656,000
Total in 2023 (Rounded to nearest 10,000)	**$7,230,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$7,660,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$8,120,000**

Cost Estimates - Alleys/Courtyards



Alleys / Courtyards	
LANDSCAPE + STORMWATER	$150,000
ROADWAY + PAVING	$1,480,000
LIGHTING + PEDESTRIAN AMENITIES	$920,000
SOFT COSTS	$330,000
CONSTRUCTION TOTAL COST	**$2,880,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$3,310,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$993,000
Total in 2023 (Rounded to nearest 10,000)	**$4,350,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$4,610,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$4,890,000**

Cost Estimates - Park



Park	
LANDSCAPE + STORMWATER	$580,000
ROADWAY + PAVING	$150,000
LIGHTING + PEDESTRIAN AMENITIES	$470,000
SOFT COSTS	$160,000
CONSTRUCTION TOTAL COST	**$1,360,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$1,560,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$468,000
Total in 2023 (Rounded to nearest 10,000)	**$2,080,000**
Total in 2024 (Rounded to nearest 10,000) - 6% Esc.	**$2,200,000**
Total in 2025 (Rounded to nearest 10,000) - 6% Esc.	**$2,330,000**

SCAG Go Human Pilot Projects

Go Human is a community engagement program with the goals of reducing traffic collisions in Southern California and encouraging people to walk and bike more. SCAG's Go Human Kit of Parts Lending Library provides pop-up materials to temporarily demonstrate potential and planned street design treatments and safety infrastructure to create safer and more inviting public spaces.

The Go Human Kit of Parts includes materials to showcase five street treatments. The street treatments include a parklet, curb extension (bulb- out), median refuge island, artistic crosswalk, and separated bike lane. The Kit of Parts are made of portable, light-weight materials that are easy to transport and assemble.

Temporary safety demonstrations create opportunities for residents to experience streets that are re-designed for safety in live traffic settings, test out, refine, and identify support for improvements. [1]

[1] SCAG Go-Human



Popup areas



Popup areas



Decorative Crosswalk Strips



Parklet



Bike Lane

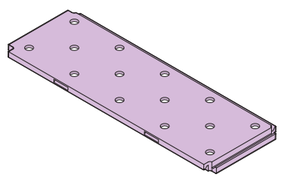


Bike Lane

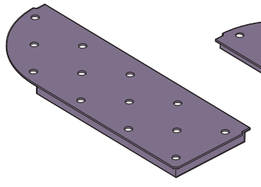


Curb Extension

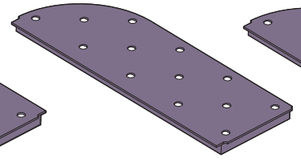
Parts



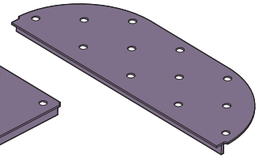
1. Plane



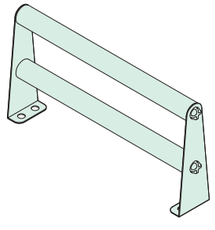
2. End Plane (Parklet, left)



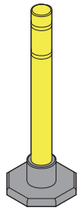
3. End Plane (Parklet, Right)



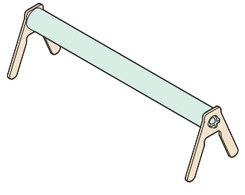
4. Nose Plane (Ped. Island)



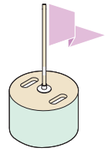
5. Parklet Railing



6. Stanchion



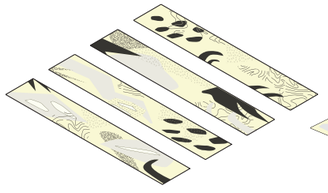
7. Bike Lane Railing



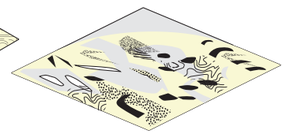
8. Bike Lane Bollard



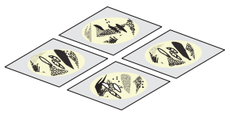
9. Bike Lane Marker



10. Decorative Crosswalk Strips



11. End Mesh (Bulb out)



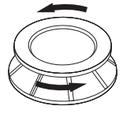
12. Circles (Bulb Out)



13. Shark teeth (Crosswalk)

Diagram of parts and accessories for Go Human kits from SCAG Final Kit of Parts Design Guide

Hardware



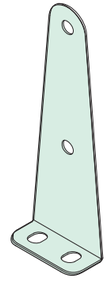
14. Pedestal



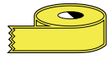
15. Threaded cap



16. Screw



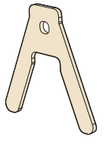
17. Parklet Bracket



18. Tape

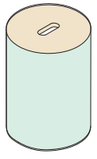


19. Post

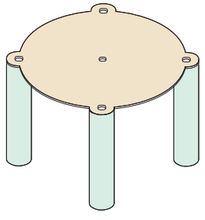


20.Bike Lane Bracket

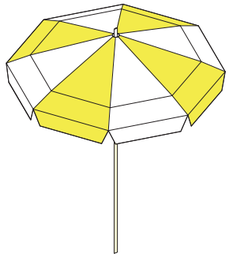
Accessories



21. Bollard



22. Cafe Table



23. Umbrella



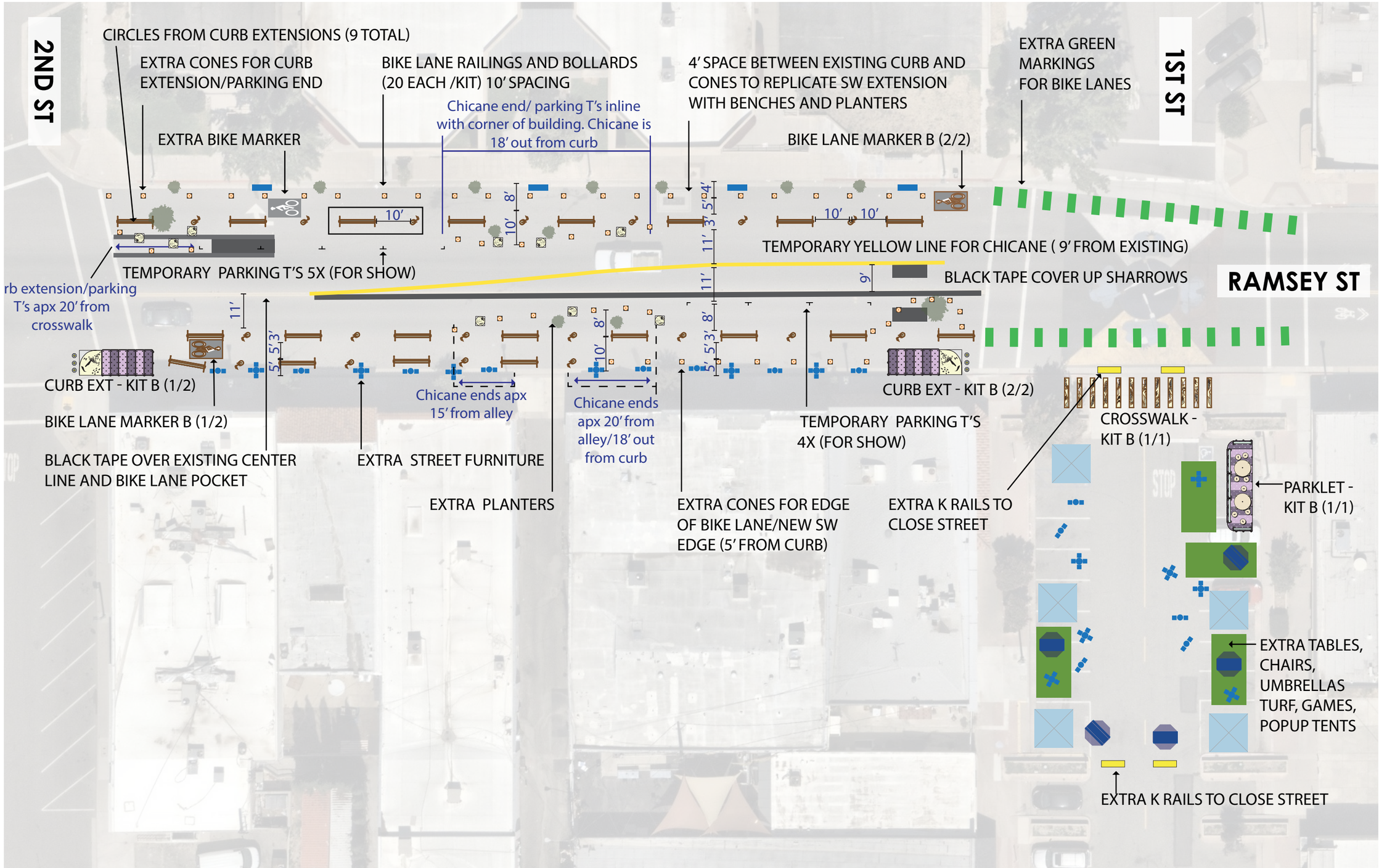
23. Treatment Sign

Go Human 1st St and Ramsey St

This Go Human demonstration would showcase the pedestrian-oriented 1st Street along with the traffic calming and Complete Street designs for Ramsey Street. Additional amenities such as traffic cones, additional bike lane markers, K Rails, planters, tape, street furniture/umbrellas, and turf would be used to enhance the event to more accurately represent the design intent of the plan.

This demonstration would use several of the Go Human Kit elements including:

- Bike Bollards and Railings (20x each)
- Bike Lane Marker (2x)
- Curb Extensions (2x)
- Decorative Crosswalk (1 set of 12 stripes)
- Parklet (1x)
- Necessary Tape/hardware to restripe/assemble
    - Yellow Tape - apx 145' to mark new centerline
    - Black Tape - apx 120' to cover existing yellow from 1st to east end of alley
    - Black Tape - apx 150 sqft to cover three sharrows
    - Green Paint for conflict striping



Go Human drawing for 1st St and Ramsey demonstration

Go Human Alley, Courtyard and Ramsey St

This Go Human demonstration would showcase the Alley and Courtyard along with the traffic calming and Complete Street designs for Ramsey Street. Additional amenities such as traffic cones, additional bike lane markers, K Rails, planters, tape, street furniture/umbrellas, and turf would be used to enhance the event to more accurately represent the design intent of the plan.

This demonstration would use several of the Go Human Kit elements including:

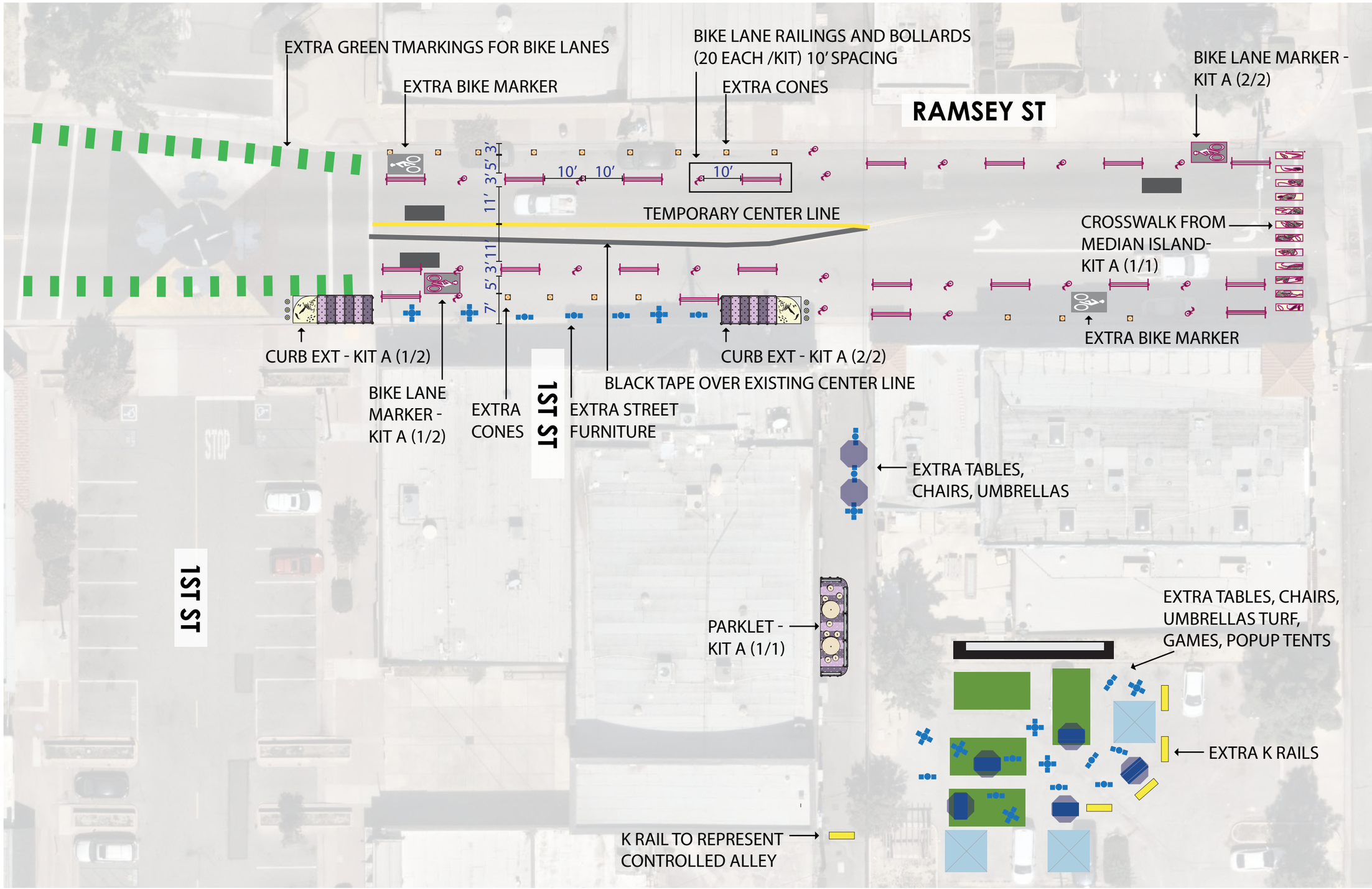
- Bike Bollards and Railings (20x each)
- Bike Lane Marker (2x)
- Curb Extensions (2x)
- Decorative Crosswalk (1 set of 12 stripes)
- Parklet (1x)
- Necessary Tape/hardware to restripe/assemble

    -Yellow Tape - apx 200' to mark new centerline

    -Black Tape - apx 300' to cover existing marked section of yellow and bike lane pocket lines

    -Black Tape - apx 200 sqft to cover two sharrows and bike lane marker

    -Green Paint for conflict striping



Go Human drawing for Alley, Courtyard and Ramsey St demonstration

Wayfinding

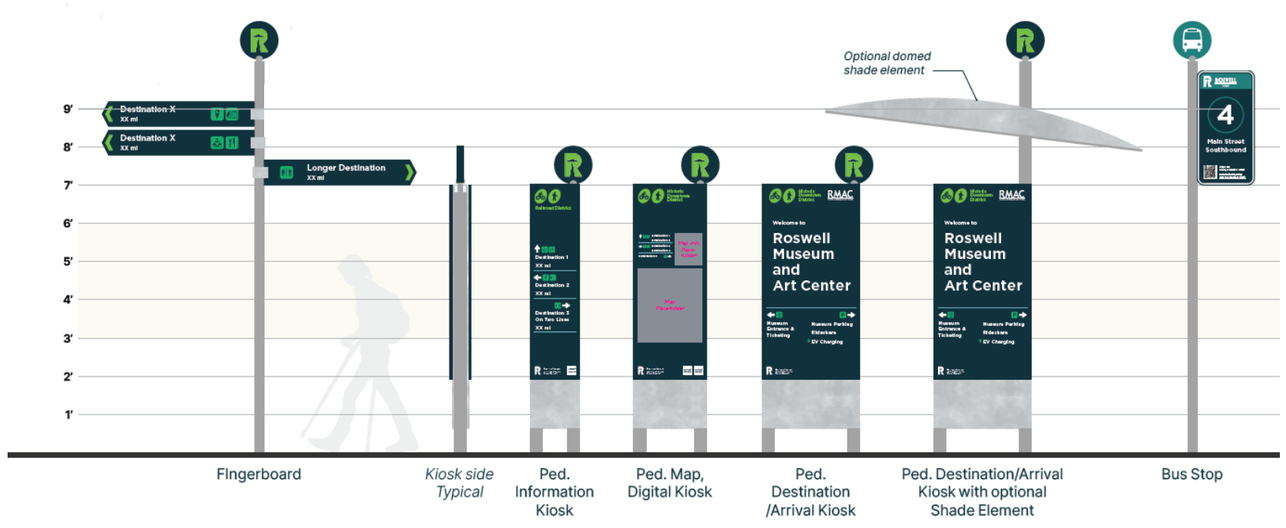
Wayfinding is the process of determining and following a path or route between an origin and a destination, often intended for pedestrians and cyclists and for assisting people driving cars locate parking and other key destinations. This means that wayfinding helps people get to the destinations they desire, whether it be parking lots off Main Street or downtown attractions. This is achieved with signage and maps, special lettering, colors, symbols, iconic shapes, texture, and surface treatment working in unison to highlight key locations, attractions, and services, and provide route confirmation. Banning should establish a wayfinding signage program to review existing signage and plan for new or upgrade existing, wayfinding signage in Downtown Banning and across the city. The following sections are recommendations for the Downtown area but may be subject to change following the implementation of a City Wayfinding Program. Roadway-oriented signage should be designed to comply with CA MUTCD design standards. It is important to note that the MUTCD allows for communities to create community-sensitive wayfinding. Community Wayfinding allows custom colors and enhancement markers (logos). DOT encourages transportation agencies to go beyond the minimum requirements, and proactively provide convenient, safe, and context-sensitive facilities that help roadway users of all types, ages, and abilities of all ages and utilize universal design characteristics (2010).

Design recommendations for wayfinding signage in Banning include:

- Signage should be designed at a human scale with attention to detail and craftsmanship.
- Pedestrian-oriented signs should comply with standard clearances from other street elements and comply with ADA requirements.
- Wayfinding signage should be placed near important intersections, public plazas, or other areas with high pedestrian volume.
- Wayfinding signage should clearly communicate the locations of nearby destinations, by means such as arrows, infographics, and vicinity maps.
- Avoid placing too many signs on the street, which can cause visual clutter and confusion to people.
- Externally illuminated signs should be designed to minimize glare. The reflective coating should be used on other signs to minimize glare.



Pedestrian/Bicycle Navigational Elements



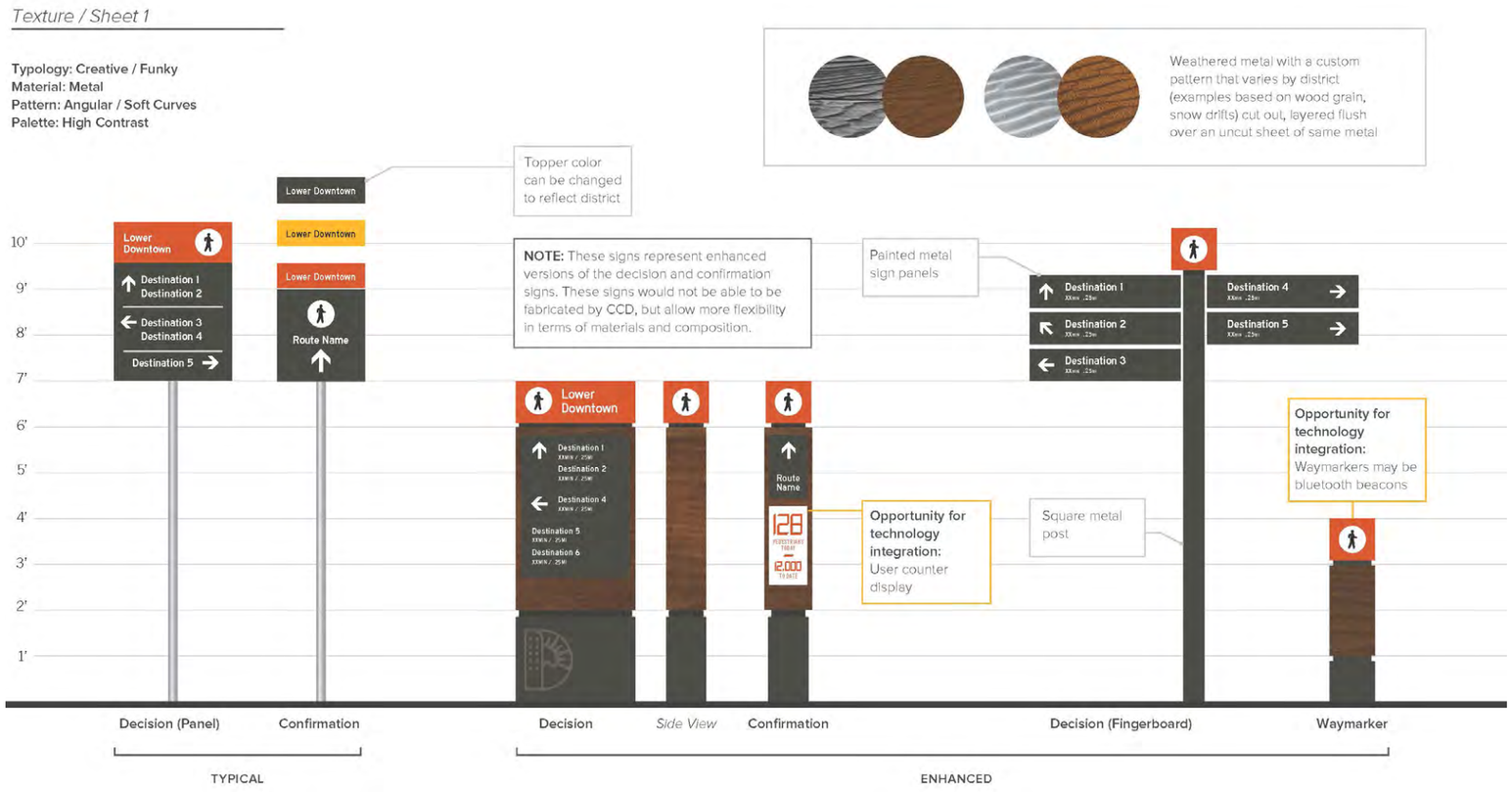
Examples of wayfinding signage families which should be simple, intuitive, and approachable, with a consistent design language between elements.

Additional Wayfinding Information

The Manual of Uniform Traffic Devices, Section 2D.50 allows for community-sensitive wayfinding but there are basic specific guidelines that must be followed.

The California Manual on Uniform Traffic Control Devices or CA MUTCD is the state standard (based on the national MUTCD) for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel. Both on-street and off-street bicycle facilities are required to follow the standards within the CA MUTCD. Devices should be designed so that:

- Size, shape, color, composition, lighting or retroreflection, and contrast are combined to draw attention to the devices.
- Size, shape, color, and simplicity of message combine to produce a clear meaning.
- Legibility and size combine with placement to permit adequate time for response.
- Uniformity, size, legibility, and reasonableness of the message combine to command respect.
- Options for customizing signs while adhering to the CA MUTCD include adding unique mounting structures or an identifying enhancement marker.
- While the CA MUTCD provides standards and guidelines for the design, size, and content of wayfinding signs, many jurisdictions have implemented unique signs to enhance visibility or reinforce local identity.
- Creative wayfinding elements enhance community identity and pride, reflect local values and character, and may provide more helpful information than signs which strictly follow the basic guidance of the CA MUTCD



Example of wayfinding signage families

BANNING
DOWNTOWN REVITALIZATION & COMPLETE STREETS PLAN

Appendix

November 2023

PREPARED BY:

Alta Planning + Design

The Arroyo Group

RCLCO

CONTENTS

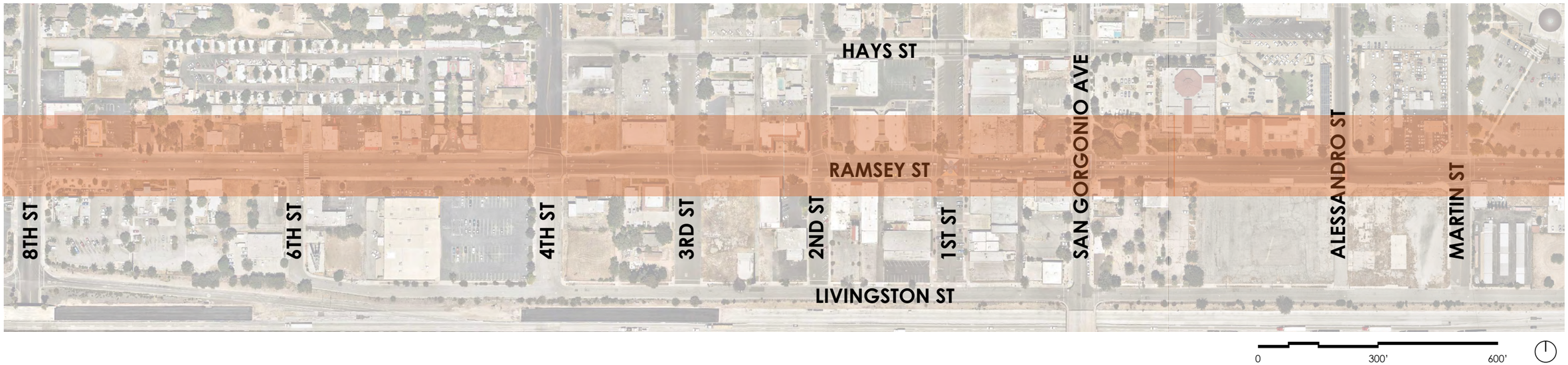
Section Diagrams 3
Community Engagement 68
Mobility Alternatives 90
Development Sites..... 100
Toolkit..... 114
Plantings 122
Development Opportunity & Existing Conditions Analysis 125

© 2023 California Department of Transportation and the City of Banning. All Rights Reserved.

SECTION DIAGRAMS

SECTION DIAGRAMS - RAMSEY STREET

Ramsey Street between 8th Street and Martin Street is the historic heart of downtown Banning. The street in less than a mile changes from highway connection to downtown main street with various businesses. Right-of-way length correlates to these areas and as shown in more analysis in this section, the alignment of sidewalks and streets changes with gaps throughout. There is much opportunity for reallocation and rearrangement of the right-of-way to make Ramsey a complete street for all users.

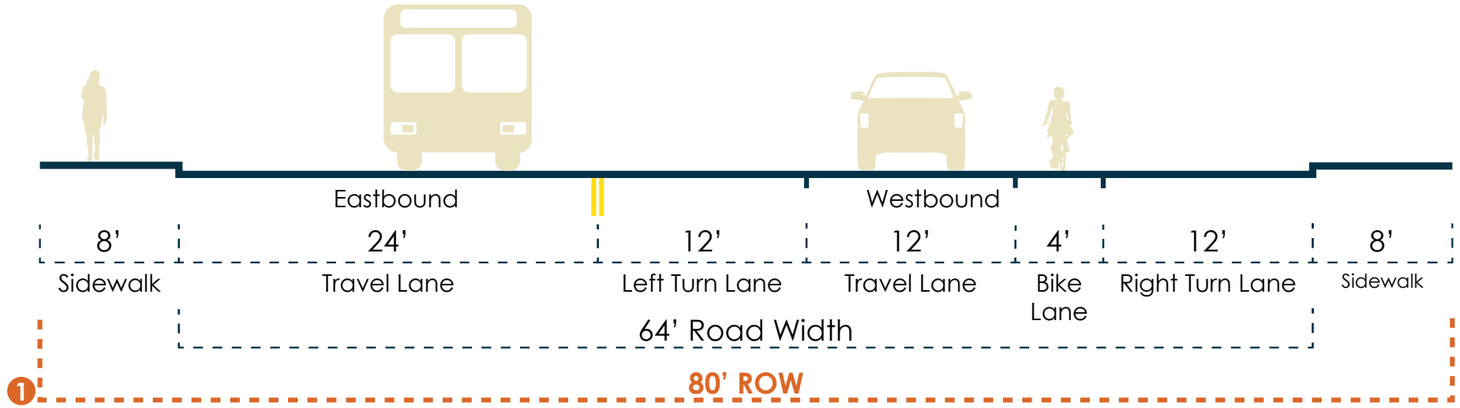

HAYS ST
RAMSEY ST
LIVINGSTON ST
8TH ST
6TH ST
4TH ST
3RD ST
2ND ST
1ST ST
SAN GORGONIO AVE
ALESSANDRO ST
MARTIN ST
0
300'
600'

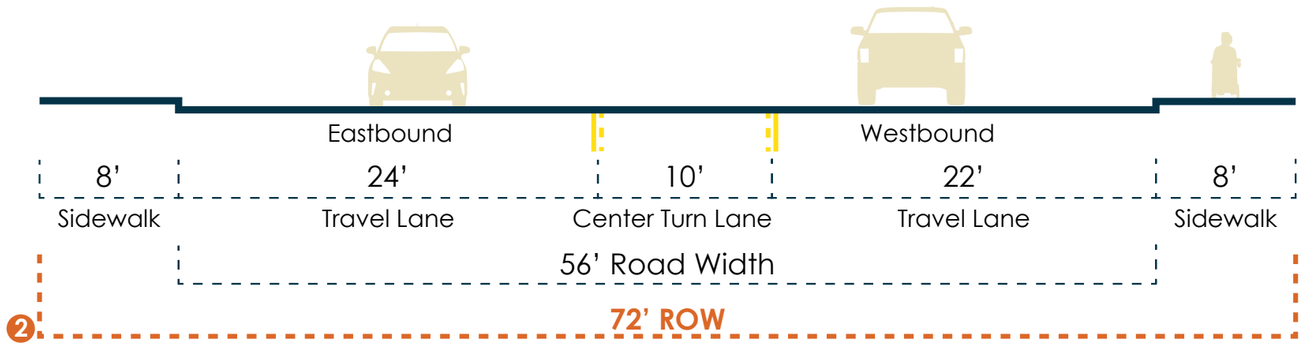
Ramsey & 8th St

At the western edge of the study area, Ramsey St meets 8th St at a busy and dangerous intersection. In 2014 a 16 year old male was hit crossing the intersection headed south by a pickup truck headed west. In 2021 a driver hit a 14 year old female pedestrian headed south.

The street width here on Ramsey changes from 56' to 64' to accommodate the left and right turns lanes WB. These in addition to a straight travel lane are 12' with a 4' "pocket" class II bike lane at the intersection east and westbound. The total ROW for this section spans from 72' to 80' including sidewalks which are 8' meeting ADA requirements but are inadequate in places where the road width changes leaving the sidewalk without a complete path.

There is a bus stop with shelter on the northeast corner of Ramsey and a bus stop sign with no amenities opposite on the south west side.



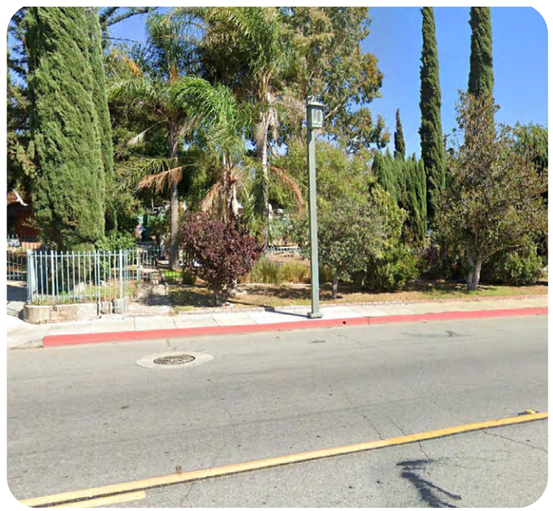




① Class II Bikeway



② Inadequate Sidewalk



③ Vacant Lot

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

OPPORTUNITY TO IMPROVE EXISTING BUS STOP & SHELTER

OPPORTUNITY FOR BIKE CONFLICT STRIPING

12' VEHICLE LANES CONSTRAINTS

INADEQUATE SIDEWALK - NEEDS IMPROVEMENT

OPPORTUNITY TO IMPROVE BIKE FACILITY

VACANT LOT

1

2

3

80'

64'

4'

12'

12'

12'

24'

RAMSEY ST

72'

56'

22'

10'

24'

8TH ST

OPPORTUNITY FOR GATEWAY DESIGN AS ENTRY POINT TO DOWNTOWN

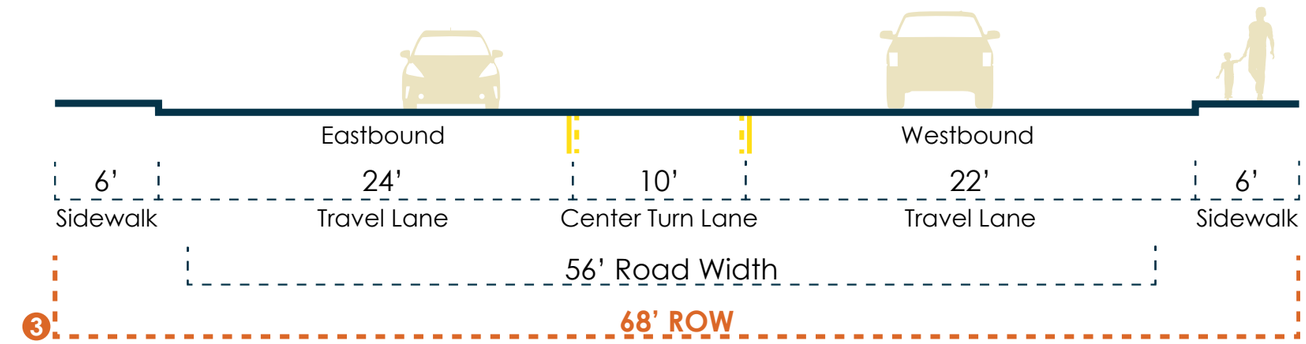
0 50' 100'

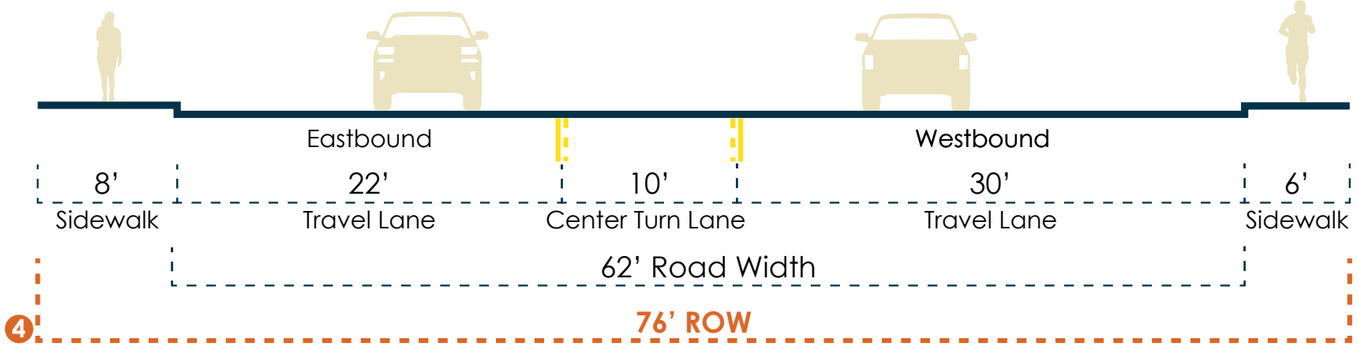


Ramsey & 6th St

Ramsey near 6th St has no bicycle pedestrian crashes from 2010-2021. Street widths are 56' and 62' in this section with ROW of 68' and 76' respectively. A mid block crossing of Ramsey on the east side of 6th St provides pedestrians the ability to cross but is minimal in treatment with "ladder" treatment and only one sign on the right side of street in either direction. The crossing of 6th St is even less apparent with only a stop sign and standard markings. Sidewalks are 6' for most of this section, causing tight conditions for all users, especially those with mobility challenges due to hydrants, light posts, benches, and trash recycling bins blocking the sidewalk.

The most significant issue with the mid-block crossing of Ramsey is the north side in which the crosswalk runs into cracked and uneven sidewalk with no real curb cut between two driveways. The north sidewalk here is non linear east to west causing pedestrians to navigate arduous curb and sidewalk conditions. Nearby on the north side of Ramsey east of the entrance to 6th St is a bus stop with bench but no shelter which could be added in the empty space behind it or with sidewalk widening.



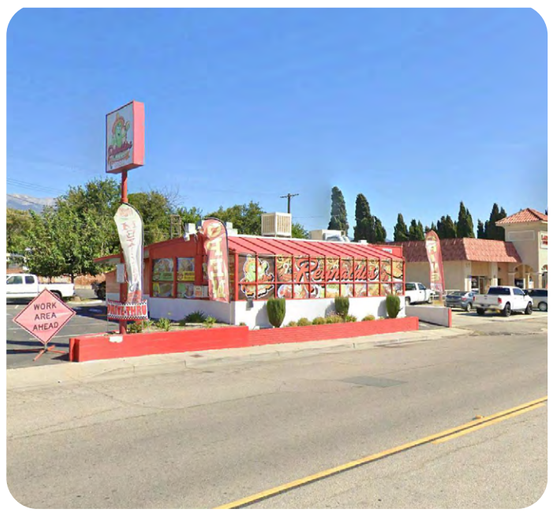




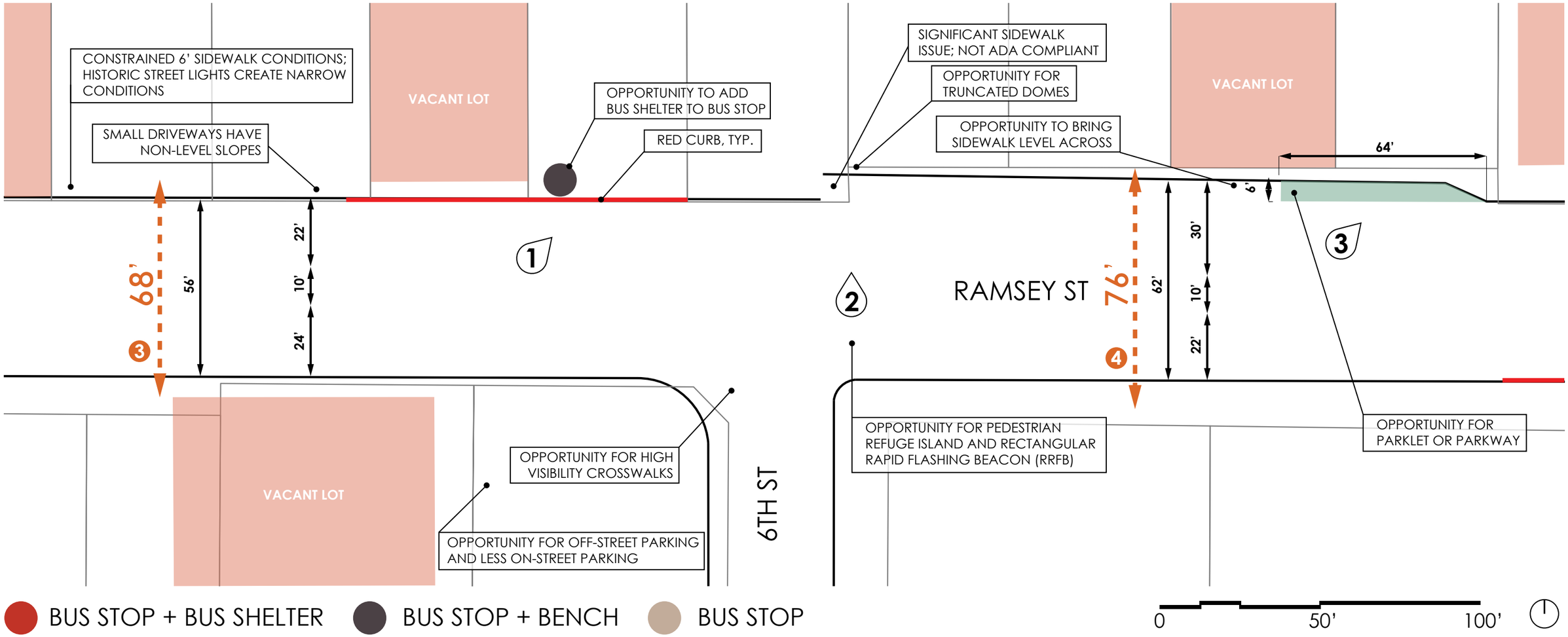
① Opportunity for Bus Shelter

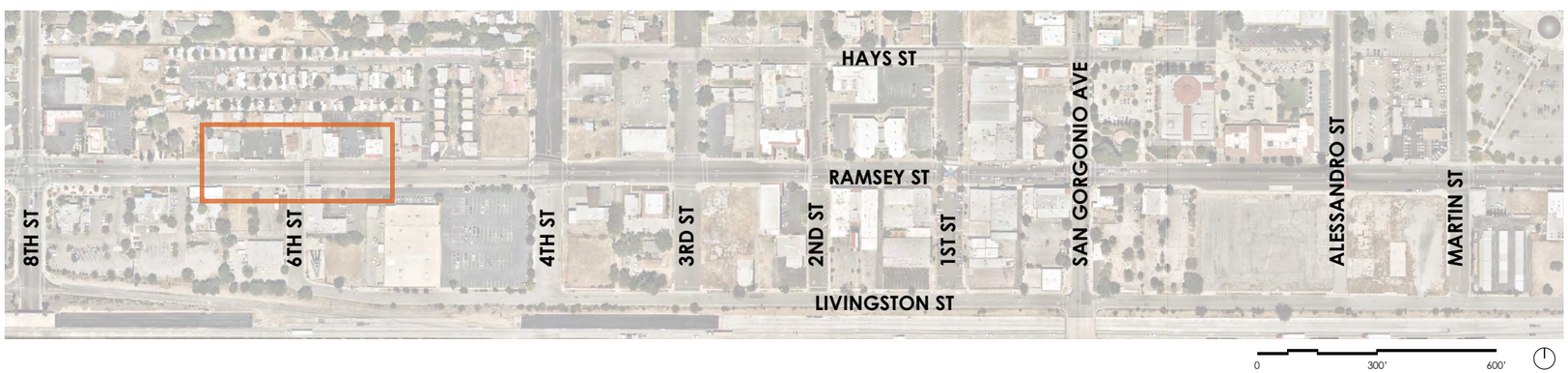


② Significant Sidewalk Issue



③ Potential for Sidewalk Extension & Parklet/Parkway


CONSTRAINED 6' SIDEWALK CONDITIONS; HISTORIC STREET LIGHTS CREATE NARROW CONDITIONS
SMALL DRIVEWAYS HAVE NON-LEVEL SLOPES
VACANT LOT
OPPORTUNITY TO ADD BUS SHELTER TO BUS STOP
RED CURB, TYP.
68'
56'
22'
10'
24'
1
VACANT LOT
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS
OPPORTUNITY FOR OFF-STREET PARKING AND LESS ON-STREET PARKING
6TH ST
SIGNIFICANT SIDEWALK ISSUE; NOT ADA COMPLIANT
OPPORTUNITY FOR TRUNCATED DOMES
OPPORTUNITY TO BRING SIDEWALK LEVEL ACROSS
VACANT LOT
64'
6'
3
2
RAMSEY ST
76'
62'
30'
10'
22'
4
OPPORTUNITY FOR PEDESTRIAN REFUGE ISLAND AND RECTANGULAR RAPID FLASHING BEACON (RRFB)
OPPORTUNITY FOR PARKLET OR PARKWAY
BUS STOP + BUS SHELTER
BUS STOP + BENCH
BUS STOP
0
50'
100'


HAYS ST
RAMSEY ST
LIVINGSTON ST
8TH ST
6TH ST
4TH ST
3RD ST
2ND ST
1ST ST
SAN GORGONIO AVE
ALESSANDRO ST
MARTIN ST
0
300'
600'

Look & Feel Board Results

Streetscape & Mobility
The Spark (8 Votes)
Park & Play (2 Votes)
Gradient (1 Vote)

Public Realm/Open Space & Placemaking
The Spark (9 Votes)
Park & Play (2 Votes
Gradient (0 Vote)

Land Use
The Spark (2 Votes)
Park & Play (1 Vote)
Gradient (2 Votes)



Comments

Spark

Streetscape & Mobility- Gathering Spaces and Shared Street

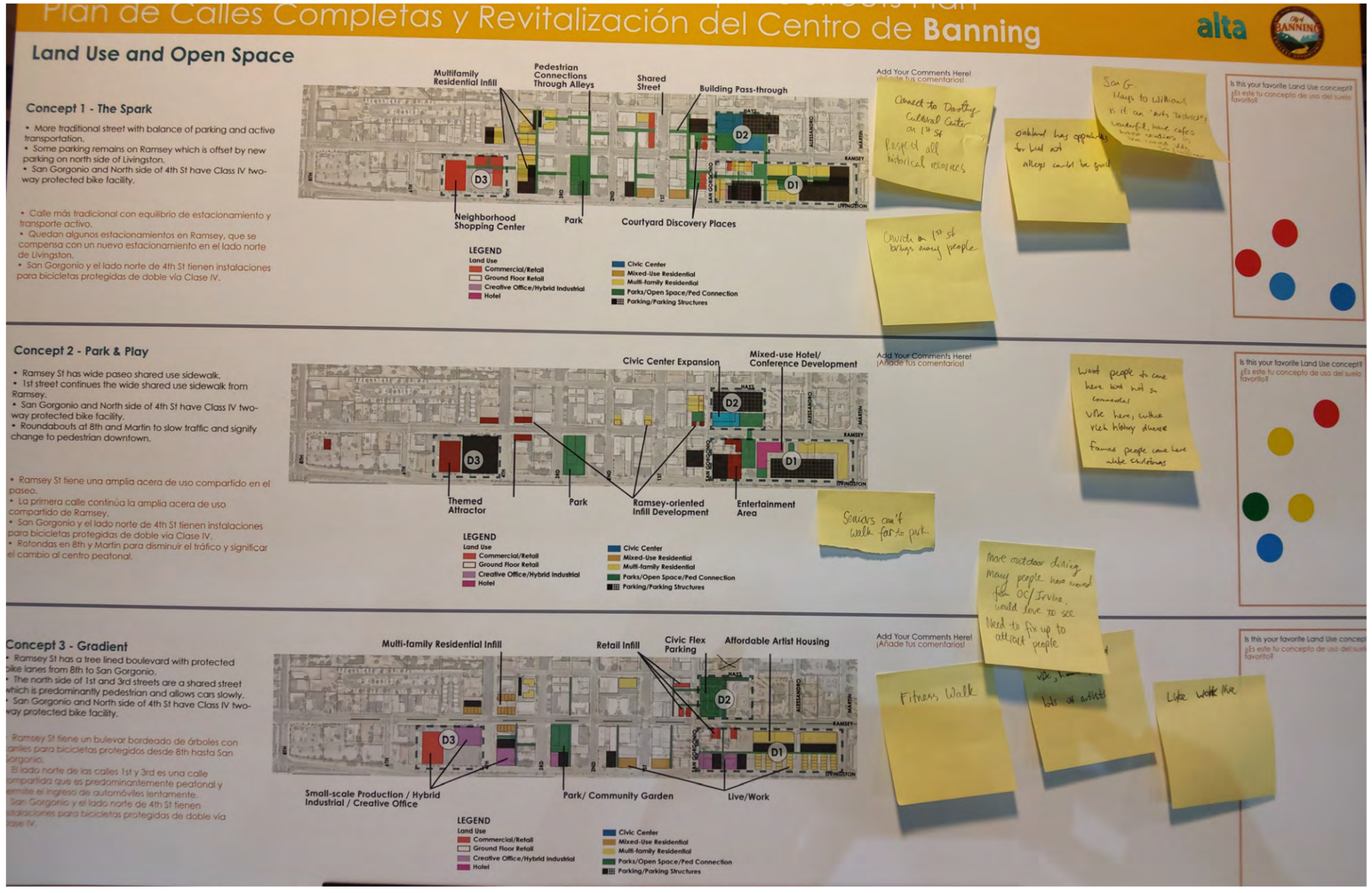
Public Realm/OS- Celebrate cultural, represents heart of city

Park & Play

Gradient

Land Use & Open Space Board Results

The Spark (4 Votes)
Park & Play (5 Votes)
Gradient (0 Votes)



Comments

Spark

- Connect to Dorothy Cultural Center on 1st Street, Respect all historical resources.
- Church on 1st brings many people
- Oakland has opportunities for (unsure, heal atl?) always could be good.
- San Gorgonio: Hays to Williams, is it an "Arts District?" Wonderful, have cafes in artist studios in the curved building.

Park & Play

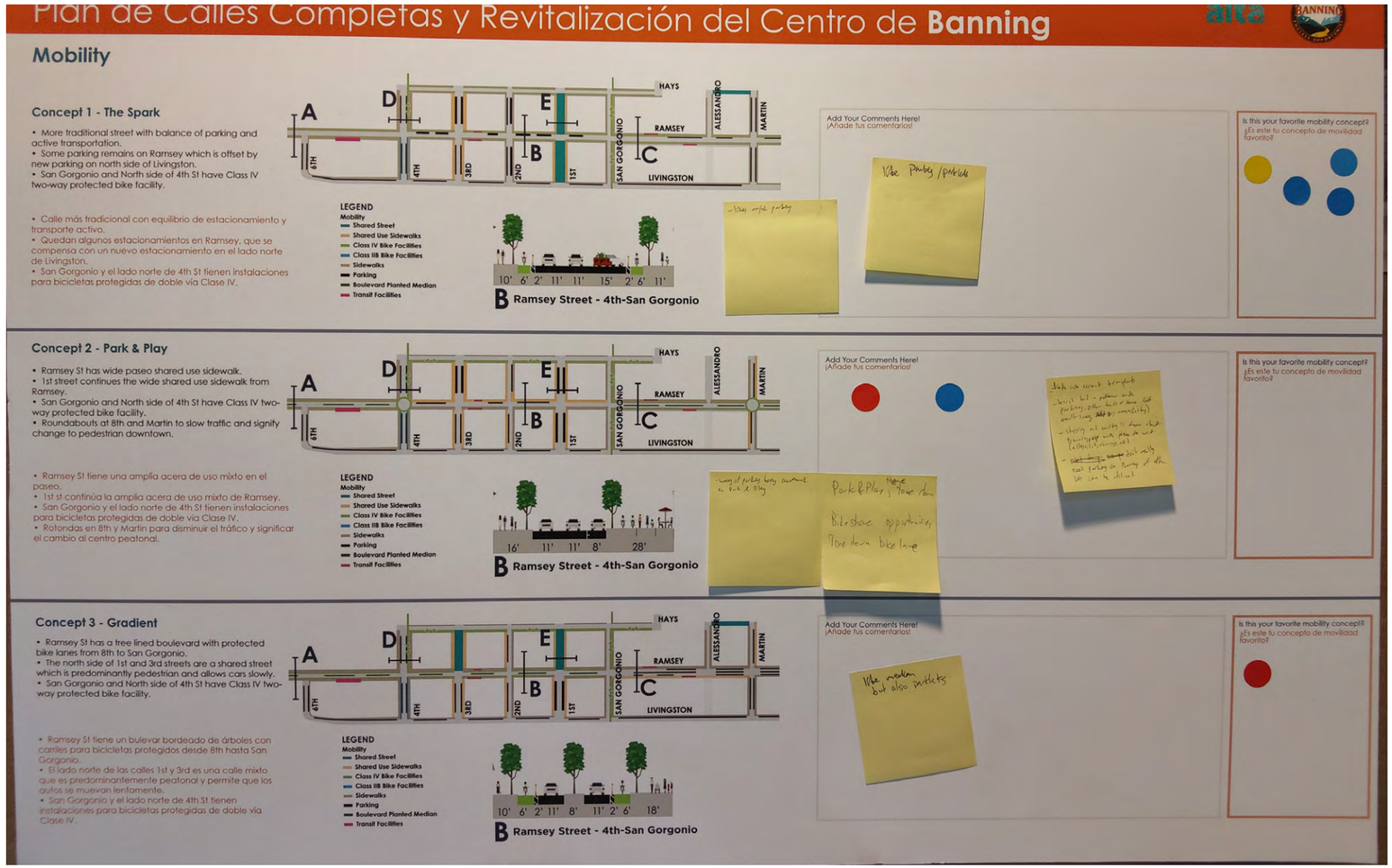
- Seniors can't walk far to park
- More outdoor dining, many people have moved from OC/Irvine would love to see.
- Need to fix up to attract people.
- Want people to come here but not so (unsure, commental?) Live here, culture rich, history diverse. Famous people come here (for?) Christmas.

Gradient

- Fitness walk
- Lots of artists
- Like work/live

Mobility Board Results

The Spark (4 Votes)
Park & Play (2 Votes)
Gradient (1 Vote)



Comments

Spark

- Likes angled parking
- Likes parking / parklets

Park & Play

- Worry street parking being sacrificed on Park & Play
- Tone down color in theme. Want bikeshare opportunities, tone down bike lane
- Take into account (transplants?)
- Hasn't had a problem with parking. Other back of house (parking) lots aren't scary. City not big enough to utilize parking structure.
- Stopping and walking is fun in Banning, especially with places to visit (like proposed alleys, lots, Ramsey ideas.)
- Don't really need parking on Ramsey if other lots can be utilized.

Gradient

- Likes median but also parklets

Gateways Board Results

The Spark (6 Votes)
Park & Play (0 Votes)
Gradient (1 Vote)



Comments

Spark

- What became of the trolley around town?
- Likes light up, old town aesthetic. Flags are cool.
- Lightly connecting across street, should have one section that's predominantly ped that has these.

Park & Play

- (likes that the) Interstate is very consistent (with regards to signage) get this stuff (designs like palm springs sign in pic) off interstate.
- Gateway after roundabout to pull people downtown
- Needs to be 8th Street where people are coming from freeway

Gradient

Land Use Development Sites Board Results

Dev Site #3- Social Services
The Spark (1 Vote)
Park & Play (4 Votes)
Gradient (0 Votes)

Dev Site #2- Civic Center
The Spark (2 Votes)
Park & Play (4 Votes)
Gradient (1 Vote)

Dev Site #1- SE Lot
The Spark (2 Votes)
Park & Play (2 Votes)
Gradient (2 Votes)



Comments

Spark

- D2 - Remove hedges & keep trees in the park
- D1 - "Bring a lot of people, establish residence"

Park & Play

- D2 - Like the idea of centralized parking

Gradient

- D1 - Likes idea of artist housing, has to be done well

Plotted Maps For Comments

•Wanted to buy for food trucks or community garden with Boys & Girls Club

• Signage Plan

• Protecting cleanliness and orderliness is important to Downtown.

• (Park and Play) Best alternative for low foot traffic areas.

• No low-income housing: “record in Banning has not been good (but affordable housing is OK”)

• Lighting & safety is key for new people.

• Arts & Crafts businesses are coming.

• Stagecoach theme doesn’t draw young people.

• Connect to cultural center / gathering, used to be arts district.

• Banks, DMV, Grocery gone. Emphasize diversity, So much history. Compare to Oakland.

• Gut (?) the building & make into recreation. (1st and Hayes)

• Boutique hotel with adjacent activity(?) pool.

Spark



Park & Play



Gradient



Other Comments From Public Open House

• Concern from business owners about removal of parking on 1st. Business owner suggested building parking garage on Livingston.

• Concern that not enough effort was dedicated to understanding Native American culture/relationship to town. Pointed out the close proximity of the Dorthy Ramon Learning Center to the downtown project study area.

Walk Audit Comments

Site D1- SE Lot

• Have it be mixed-use

• San Gorgonio Inn was the anchor of the city. Style of the building was notewroty, and the Inn provided comfort food for the community. Incorporate old sign, which the city now has. People coming in from the freeway will notice the sign as they're driving by.

• City has old sign in storage

Site D2- Civic Center

• Open this area up, have it be a civic space. Currently feels like dead space. People think it's a scary space; homeless people mostly use it.

Site D3- Social Services Building

Alleys

• Can tie them into events that happen at banquet home, and any other adjacent business/city.

• Students and pedestrians will utilize them.

• Have to be maintained and kept clean.

• Provide enclosures for trash.

• Provide shading.

• Keep them closed at night, but still retain access for maintenance vehicles.

1st St

• Where most people park for Fox Theater.

• Fox Theater needs access from the front at all times (city laws).

• Need signage to let people know where parking is at.

• There are drainage problems at the emergency exits, back of Fox.

Boys & Girls Club

• Splash pad for when it's hot during the summer?

• Have it be a public/private space – kids get exclusive access during certain times of the day.

General Comments

• City needs much more open space.

• Local indigenous tribe would want to incorporate their art

• Stagecoach them is dying because it doesn't appeal to the current demographic.

• There is a landlord across from the Fox Theater that refuses to do anything with it – is currently vacant.

• Smaller trees at Ramsey St so not to block business signage.

• Keep semi trucks out of Ramsey.

MOBILITY ALTERNATIVES

The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY

Mobility

- **8th - 4th:** Class IV lanes and more typical existing sidewalk widths. Median turn lane.
- **4th - San Gorgonio:** Standard sidewalks. Class IV bike lanes. Angled parking and parklets predominantly on north side but can be on south.
- **San Gorgonio - Martin:** Class IV bike lanes. Parallel parking.
- **1st St/Alleys:** 1st Street north and south are shared streets which are primarily pedestrian with design treatment to enhance that experience. Vehicular movement is slowed with minimal parking. Alleys are hardscaped with historic inspired design and allow for engaging pedestrian experience and mobility.
- **Livingston:** Parking on north side of street offsets parking removed from Ramsey. Livingston could also be used as Truck route to divert truck traffic from Ramsey.



Shared Street



Enhanced Crosswalk



Bike Lanes



Transit

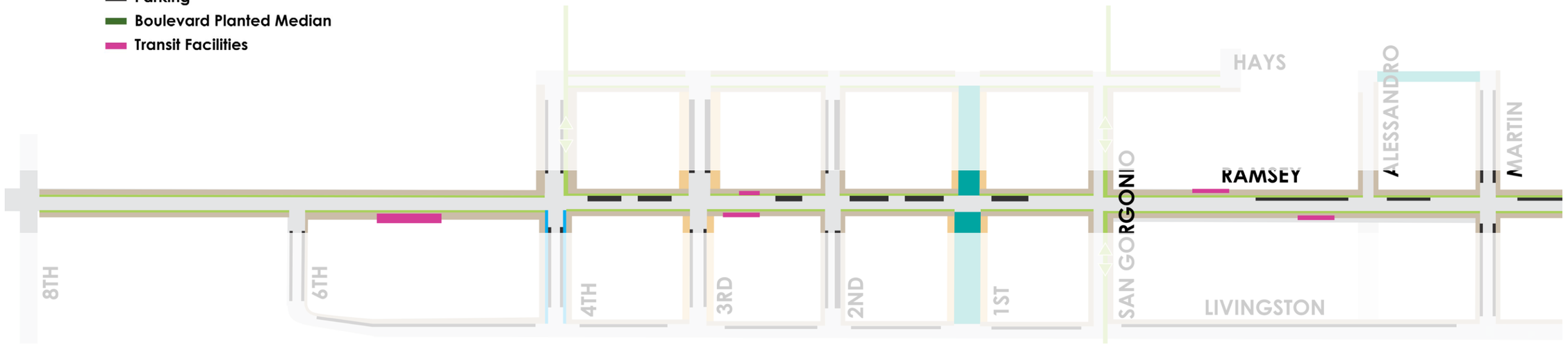


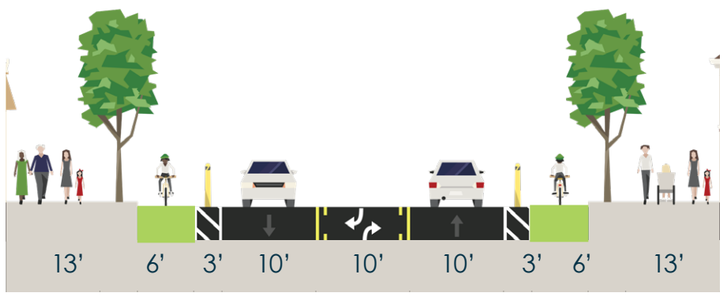
Widen Sidewalk

• LEGEND

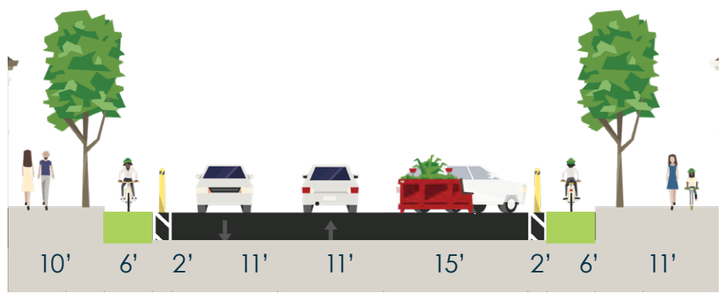
Mobility

- Shared Street
- Shared Use Sidewalks
- Class IV Bike Facilities -Protected with bollards, planters, etc.
- Class IIB Bike Facilities -Buffered using wide painted striping
- Sidewalks
- Parking
- Boulevard Planted Median
- Transit Facilities

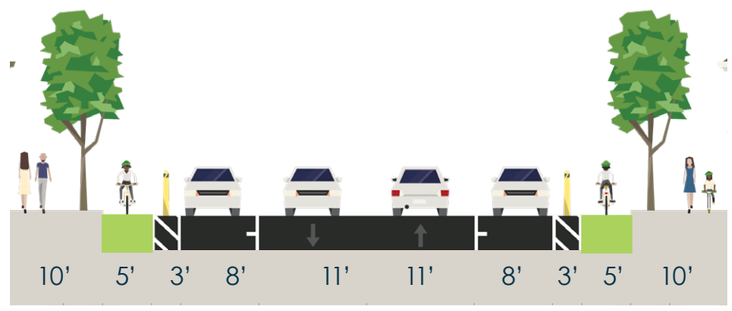




- Class IV 6' lanes.
- Median turn lane.



- Class IV 6' lanes.
- Angled parking/parklets (can switch to either side).



- Class IV 5' lanes.
- Parallel parking both sides.

Park & Play

GREAT HUBS, ACTIVE SPACES

Mobility

- **8th - 4th:** Boulevard with trees in wide median enhances entrance from 8th to downtown for all users and slows vehicle speeds. Turn pocket also within median. Class IV bike facilities for complete street activity.
- **4th - SG:** Wider paseo shared use sidewalk on north side. Allows for bikes. Parallel parking on north side. South sidewalk is also wider.
- **San Gorgonio - Martin:** Boulevard similar to 8th-4th. Wider sidewalk on north side by civic center.
- **1st St/Alleys:** Wide shared-use sidewalks allow active transportation users. Alleys incorporate art and colorful elements and are key connections from parking to spaces downtown.
- **Livingston:** Parking on north side of street offsets parking removed from Ramsey. Possible couplet with Bryant Street on other side of I-10. Livingston could also be used as Truck route to divert truck traffic from Ramsey.
- **Roundabout:** Roundabouts at 4th and Martin slow traffic coming into downtown and create opportunities for gateway elements in the middle. Traffic circles can also have protected facilities for active transportation users.



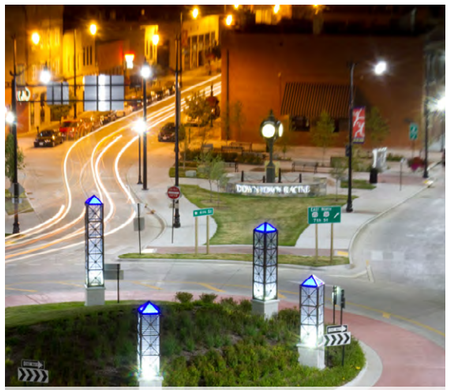
Shared Use Sidewalk



Bike Lane



Enhanced Crosswalk



Traffic Calming, Roundabout

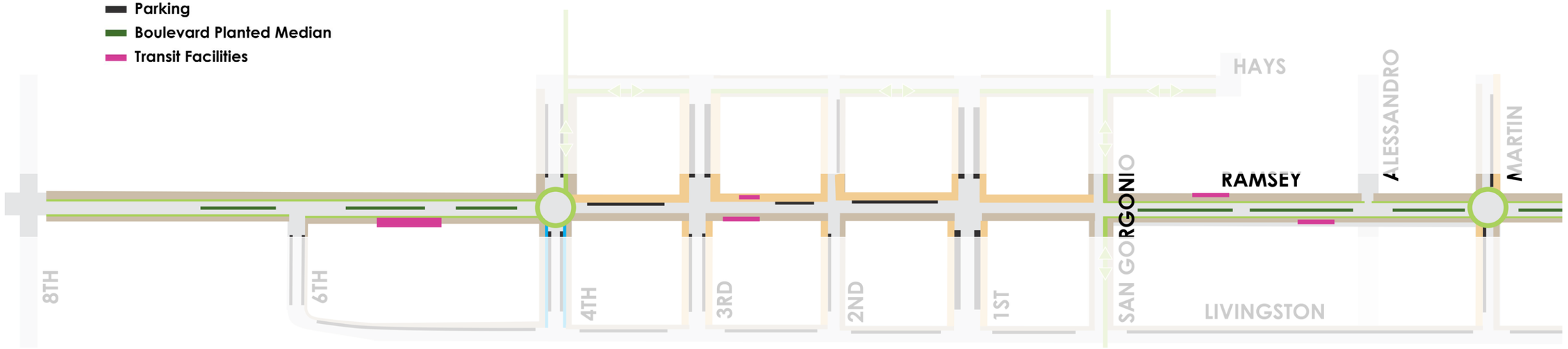


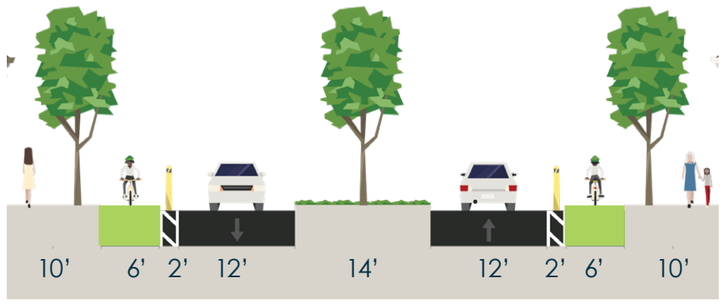
Parking

• LEGEND

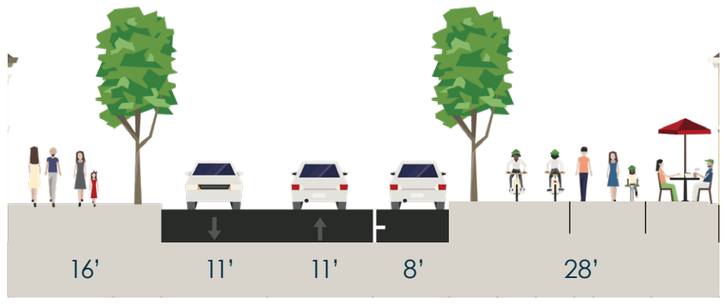
Mobility

- Shared Street
- Shared Use Sidewalks
- Class IV Bike Facilities -Protected with bollards, planters, etc.
- Class IIB Bike Facilities -Buffered using wide painted striping
- Sidewalks
- Parking
- Boulevard Planted Median
- Transit Facilities

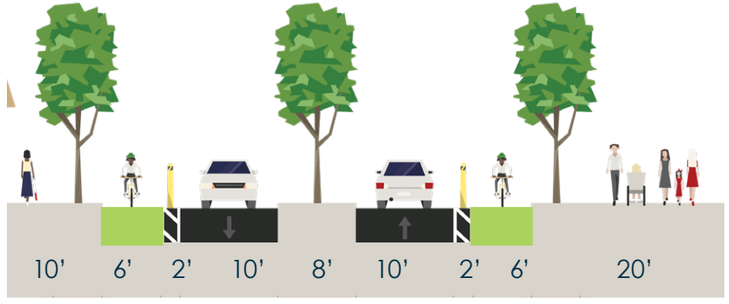




- Class IV 6’ lanes.
- Median doubles as turn pocket.



- Shared use sidewalk allows bikes and pedestrians.
- One lane parallel parking.



- Class IV 6’ lanes.
- Wider north sidewalk.
- No parking.

Gradient

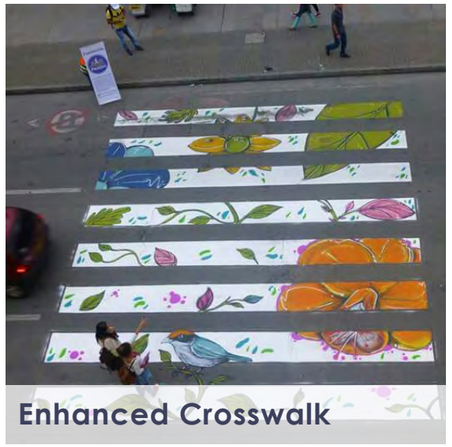
LIVE/WORK BANNING, BLURRING THE LINES

Mobility

- **8th - 4th:** Boulevard with trees in median enhances entrance from 8th to downtown for all users and slows vehicle speeds. Class IV bike facilities and wider sidewalks promote all modes of travel. Turn pockets incorporated into wider median.
- **4th - SG:** Boulevard with Class IV bike lanes. Slightly wider north sidewalk.
- **SG - Martin:** Wide shared-use sidewalk on southside accommodates all active transportation users. Tree lined median slows traffic coming into downtown. Parallel parking on either side.
- **1st St/Alleys:** Green infrastructure focused design. 1st transitions from shared-use sidewalks to Shared Streets which relates to shift of land use from commercial mixed use to residential.
- **Livingston:** Parking on north side of street offsets parking removed from Ramsey. Possible couplet with Bryant Street on other side of I-10. Livingston could also be used as Truck route to divert truck traffic from Ramsey.



Gateway Features



Enhanced Crosswalk



Bike Lanes



Transit

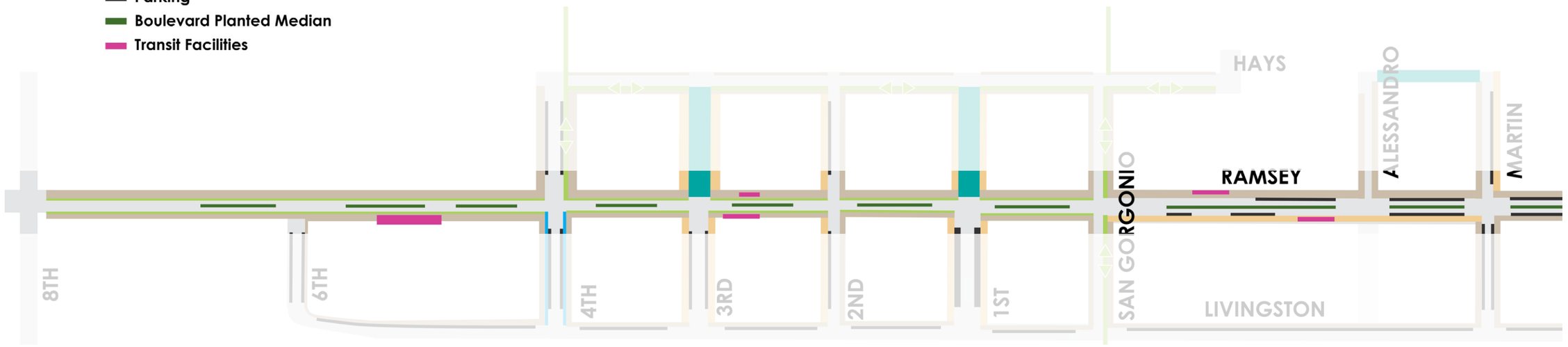


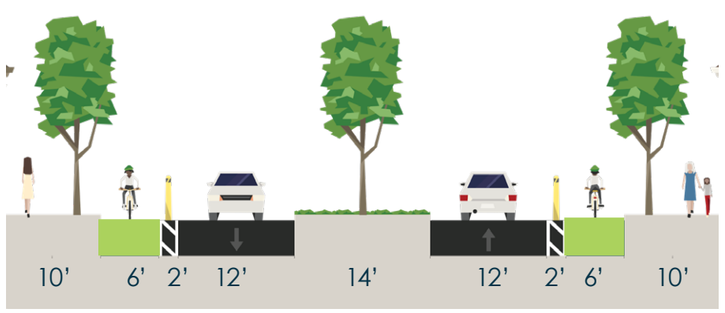
Wide Sidewalk

• LEGEND

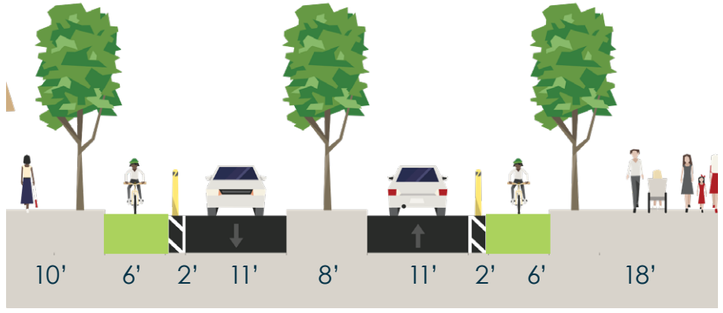
Mobility

- Shared Street
- Shared Use Sidewalks
- Class IV Bike Facilities -Protected with bollards, planters, etc.
- Class IIB Bike Facilities -Buffered using wide painted striping
- Sidewalks
- Parking
- Boulevard Planted Median
- Transit Facilities

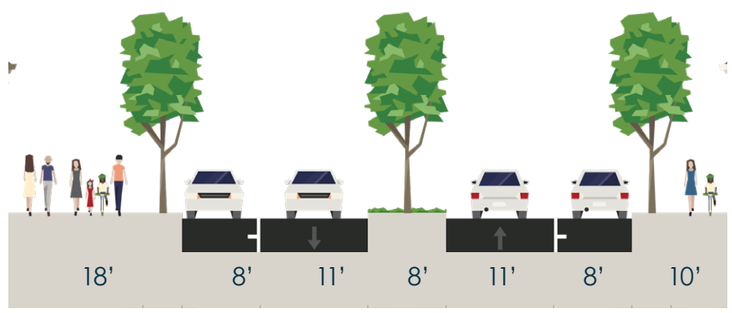




- Class IV 6' Lanes.
- Median doubles as turn pocket.

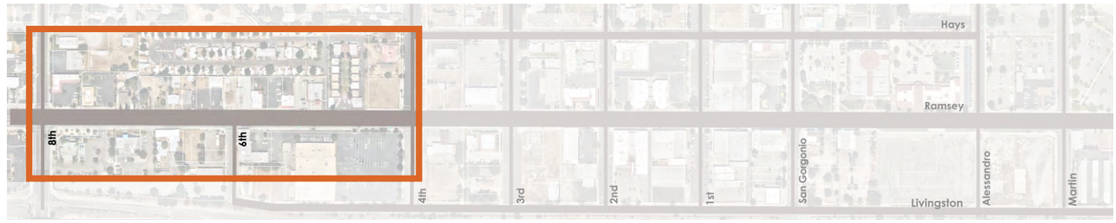


- Boulevard with wider sidewalk north side and in front of Fox Theater on south side.
- No parking.



- Boulevard.
- Shared use sidewalk south side.
- Parallel parking both sides.

Mobility Summary

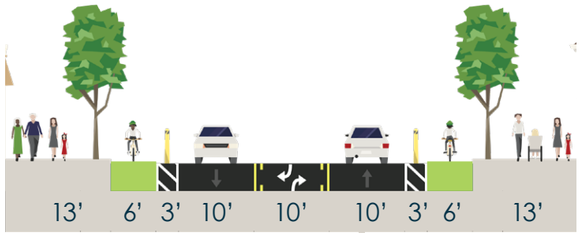


8th St to 4th St

ALTERNATIVE 1: THE SPARK

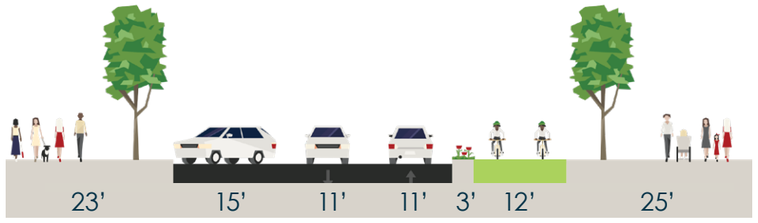


SECTION A-A



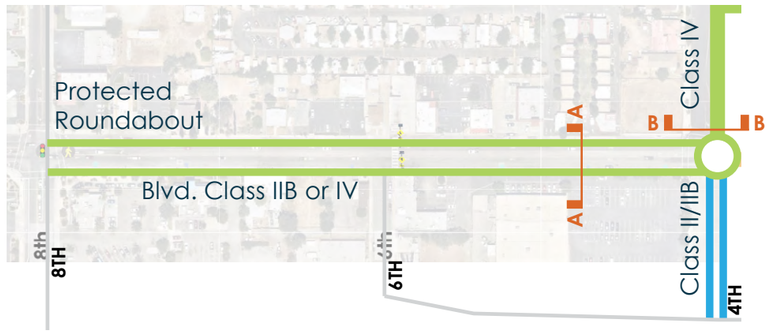
- Class IV 6' lanes.
- Median turn lane.

SECTION B-B

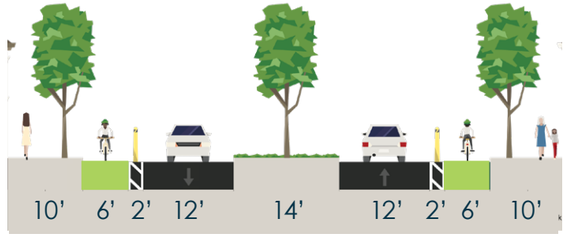


- Two-way cycle track east side, (Class 2B south of Ramsey).
- One side angled parking.

ALTERNATIVE 2: PARK & PLAY

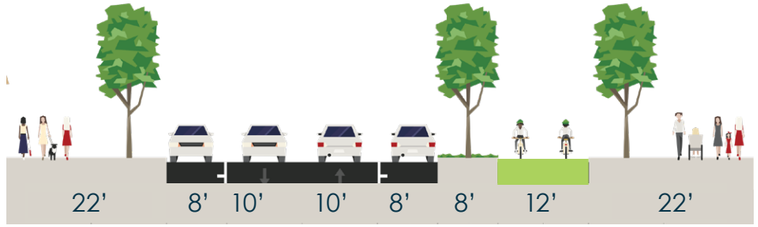


SECTION A-A



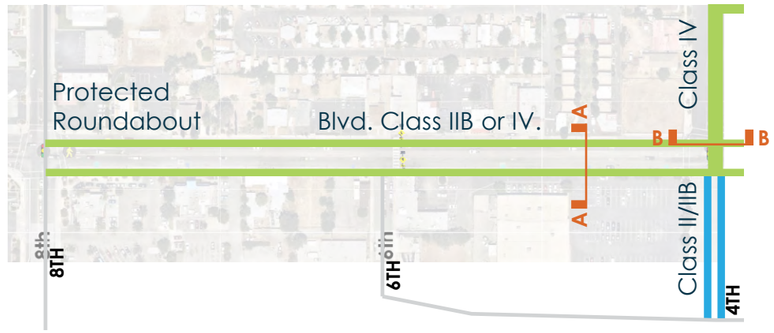
- Class IV 6' lanes.
- Median doubles as turn pocket.

SECTION B-B

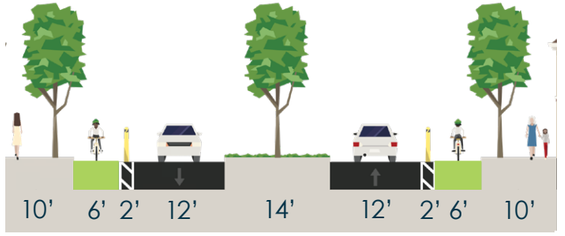


- Two-way cycle track east side, (Class 2B south of Ramsey).
- Parallel parking both sides.

ALTERNATIVE 3: GRADIENT

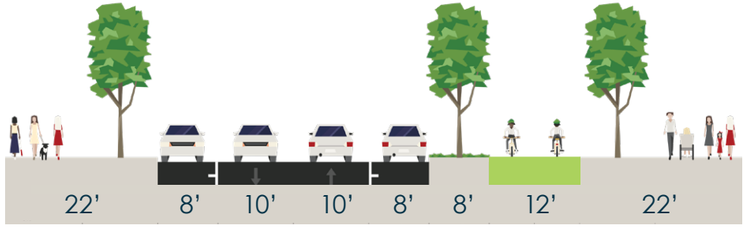


SECTION A-A

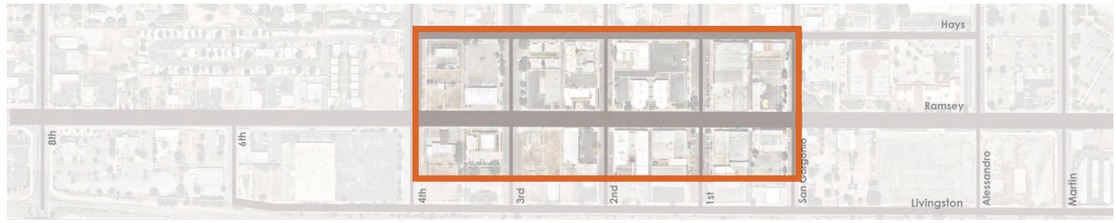


- Class IV 6' lanes.
- Median doubles as turn pocket.

SECTION B-B

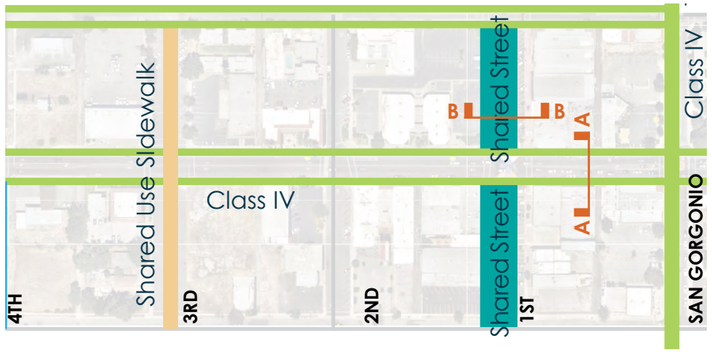


- Two-way cycle track east side, (Class 2B south of Ramsey).
- Parallel parking both sides.

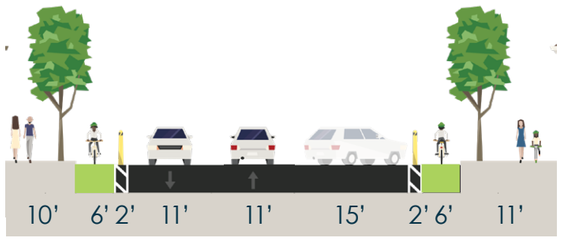


4th St to San Gorgonio

ALTERNATIVE 1: THE SPARK

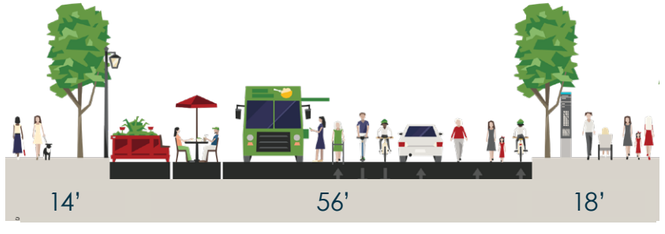


SECTION A-A



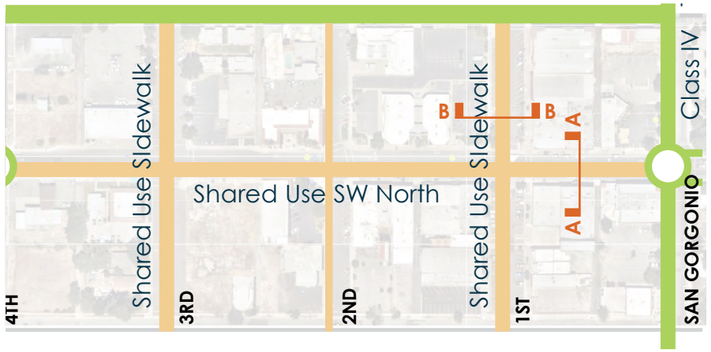
- Class IV 6' lanes.
- Angled parking/parklets (can switch to either side).

SECTION B-B

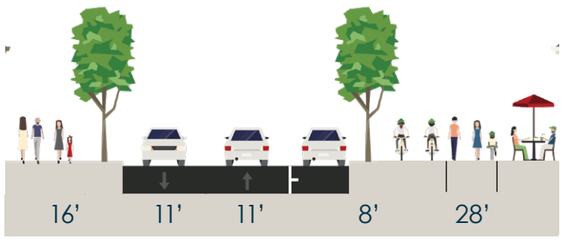


- Shared Street- mixed people and auto and allows cars slowly, possibly has a few parking spaces.

ALTERNATIVE 2: PARK & PLAY

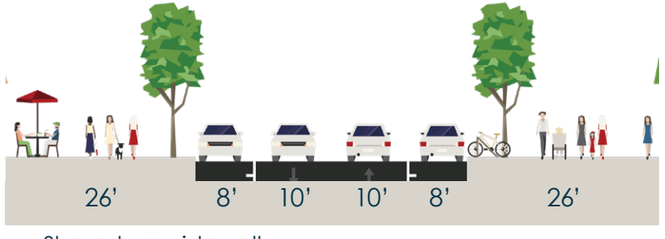


SECTION A-A



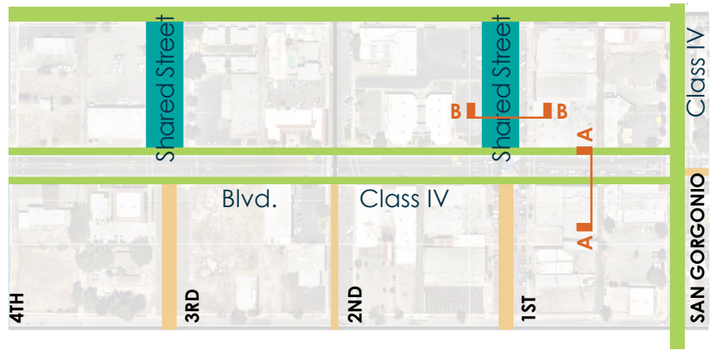
- Shared use sidewalk allows bikes and pedestrians.
- One lane parallel parking.

SECTION B-B

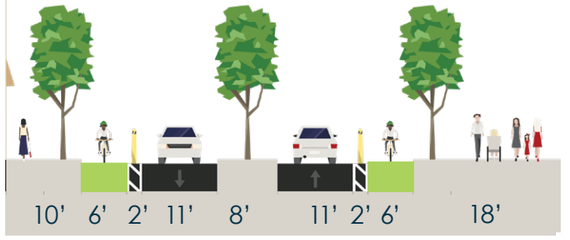


- Shared use sidewalks.
- Parallel parking.

ALTERNATIVE 3: GRADIENT

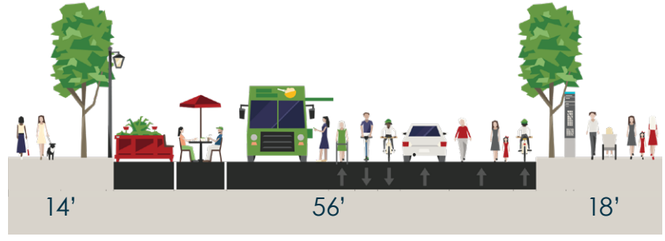


SECTION A-A

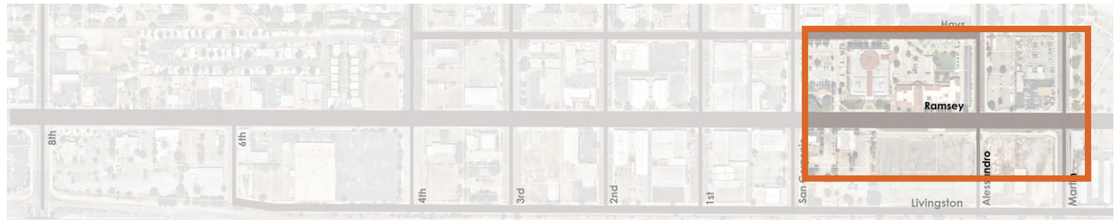


- Boulevard with wider sidewalk north side and in front of Fox Theater on south side.
- No parking.

SECTION B-B

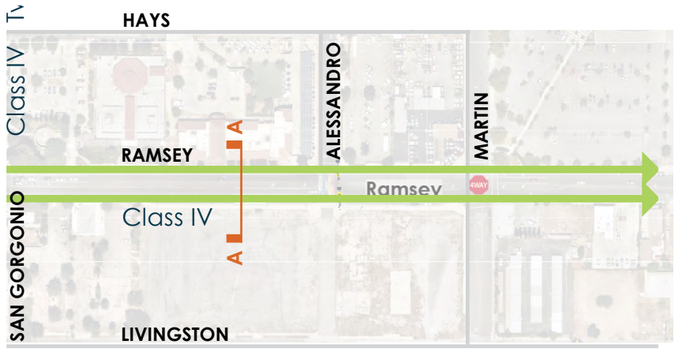


- Shared Street- mixed people and auto and allows cars slowly, possibly has a few parking spaces.

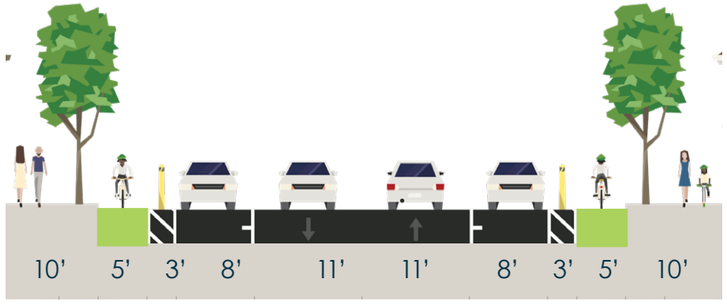


San Gorgonio to Martin

ALTERNATIVE 1: THE SPARK

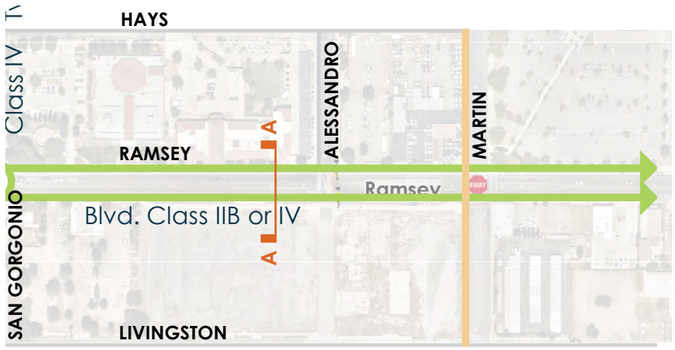


SECTION A-A

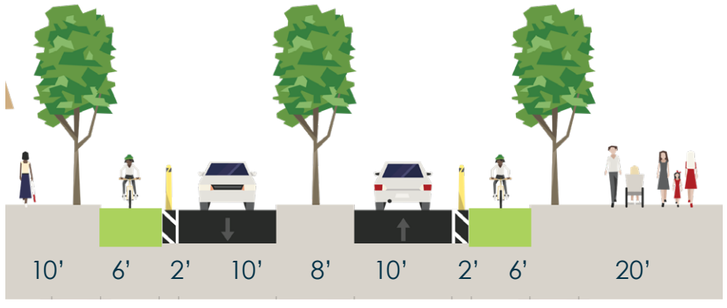


- Class IV 5' lanes.
- Parallel parking both sides.

ALTERNATIVE 2: PARK & PLAY

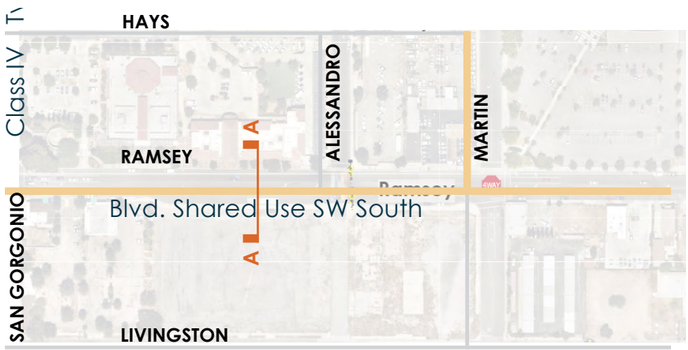


SECTION A-A

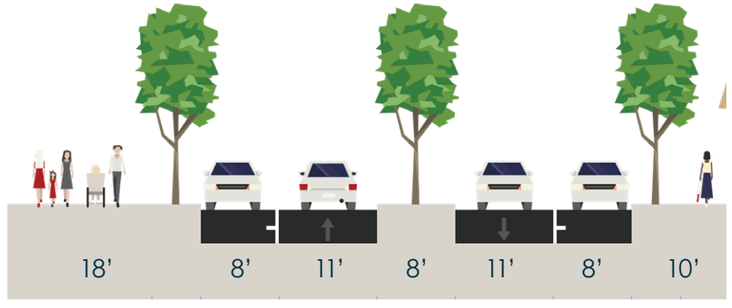


- Class IV 6' lanes.
- Wider north sidewalk.
- No parking.

ALTERNATIVE 3: GRADIENT



SECTION A-A



- Boulevard.
- Shared use sidewalk south side.
- Parallel parking both sides.

DEVELOPMENT SITES

Development Site #1

CITY-OWNED SITE

This 5.10-acre site consisting of multiple parcels owned by the City of Banning/Banning Successor Agency is the former home of the San Gorgonio Inn and the largest vacant opportunity in Downtown Banning.

From a market perspective, the site presents opportunities for highway-oriented uses such as hospitality; it also has sufficient size to possibly create the kind of amenities desired by a market-rate or multifamily housing project. Either hotel or residential uses would bring significant population into the downtown to energize the retail core.

Since the City purchased the site in 2007, it has been subject to several attempts at redevelopment; the current proposal is for a combination hotel and mixed-use project. Any disposition of the site by the City of Banning will be subject to the Surplus Land Act (2019) which requires that the property first be offered to one of:

- A qualified affordable housing developer for the development of 100% affordable housing
- A mixed-use development containing at least 300 residential units, with 25% affordable units

Demand for high-density market-rate residential may be limited in Banning, so pursuing an affordable housing development is likely a good strategy. Affordable housing developments might be developed for families or artists. A 100% affordable housing project would likely not fill the entire site, leaving other parts of the site for retail, hospitality and entertainment uses.

Spark: Mixed-Use Residential Concept

Park and Play: Hotel, Conference and Civic Park Concept

Gradient: Affordable Housing for Artists and Creative Production Concept

FOCUS: COMPETITIVE SOCIALIZING ENTERTAINMENT FACILITY

(Park and Play, R2)

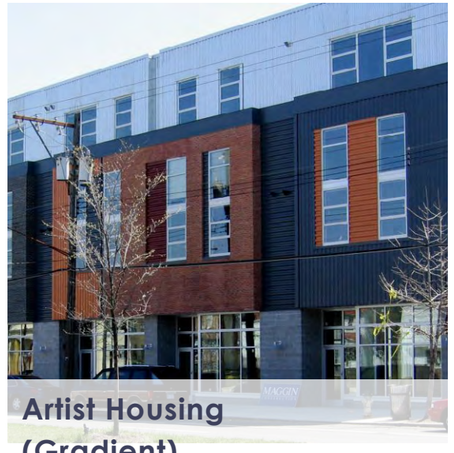
The southwestern portion of the site, in particular, presents opportunities for an entertainment-oriented use that forms a bridge between the larger use that occupies most of the site and the Downtown Core's entertainment offerings to the west. One of these uses could be a "Competitive socializing entertainment facility." Also known as 'Eat N Play' or 'Sports-tainment', this facility would serve specific sections of the entertainment market looking for entertainment-type activities that can be done in larger groups and/or feature a more hands-on, active, and competitive type of entertainment. These activities often include blending physical activities with food and beverage offerings, utilizing new and upcoming technologies, and incorporating general hanging out as an amenity. Uses proposed to provide a niche market offering and encourage outside visitors and guests who may not otherwise visit downtown Banning.



Mixed-Use Residential (Spark)



Hotel, Conference (Park and Play)



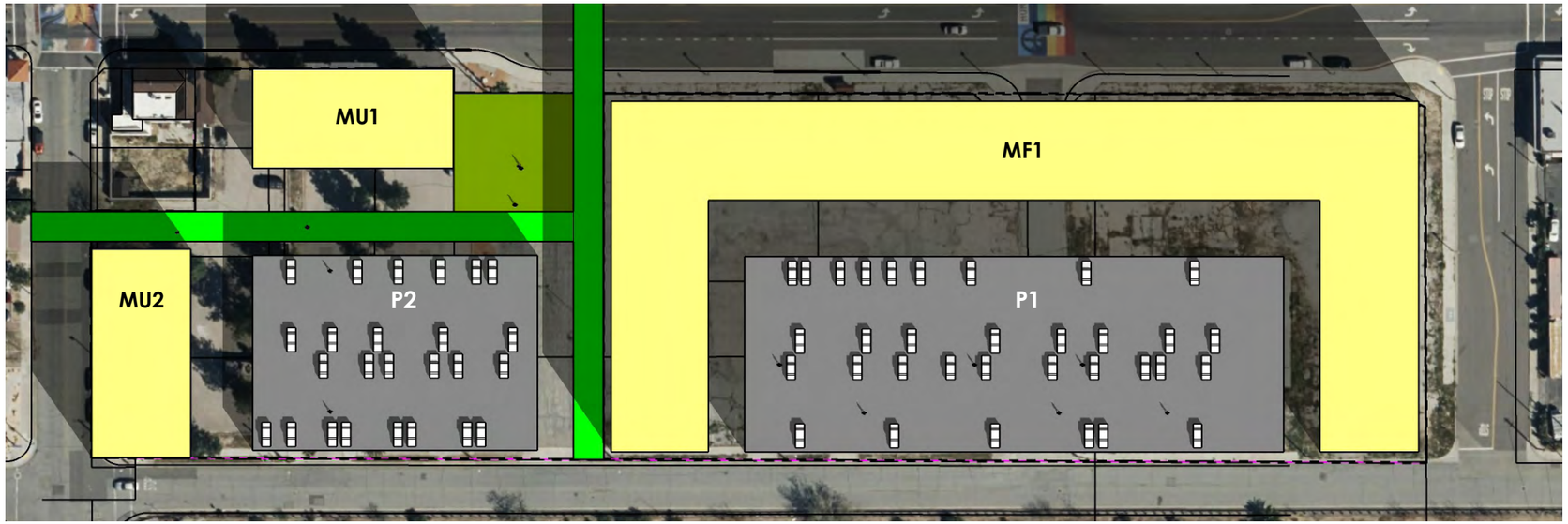
Artist Housing (Gradient)

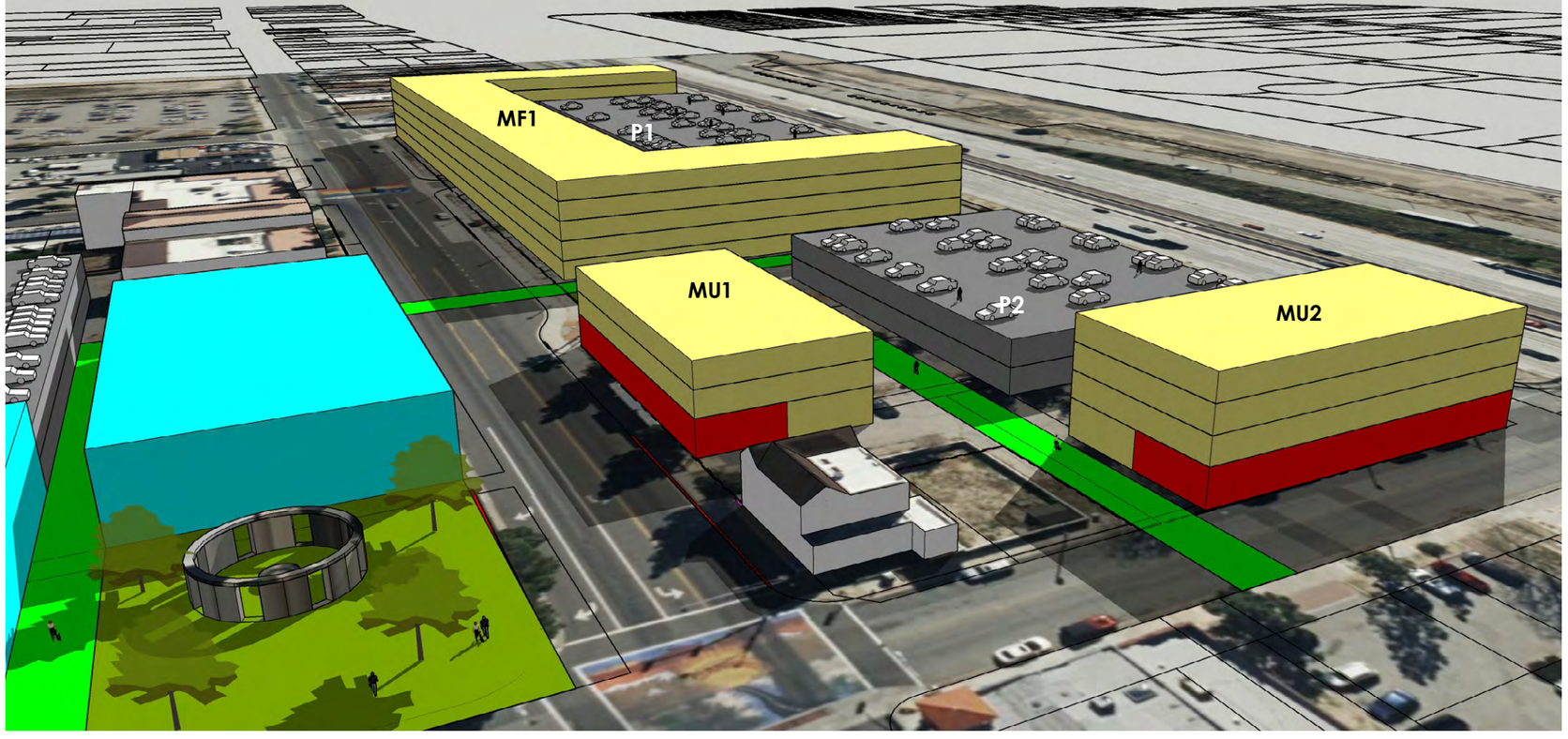


Games and Entertainment



Food and Leisure Spaces





HIGH DENSITY MIXED-USE RESIDENTIAL CONCEPT

MF1 **MULTI-FAMILY RESIDENTIAL:**

- Resi Area: 41,888 SF
- Resi Units Per Floor: 43
- Floors: 2-4
- **Total Resi Units: 135**

P1 **SURFACE PARKING LOT:**

- Parking Area: 56,815 SF
- **Total Parking Spaces: 174**

MU1 **MIXED-USE RESIDENTIAL #1:**

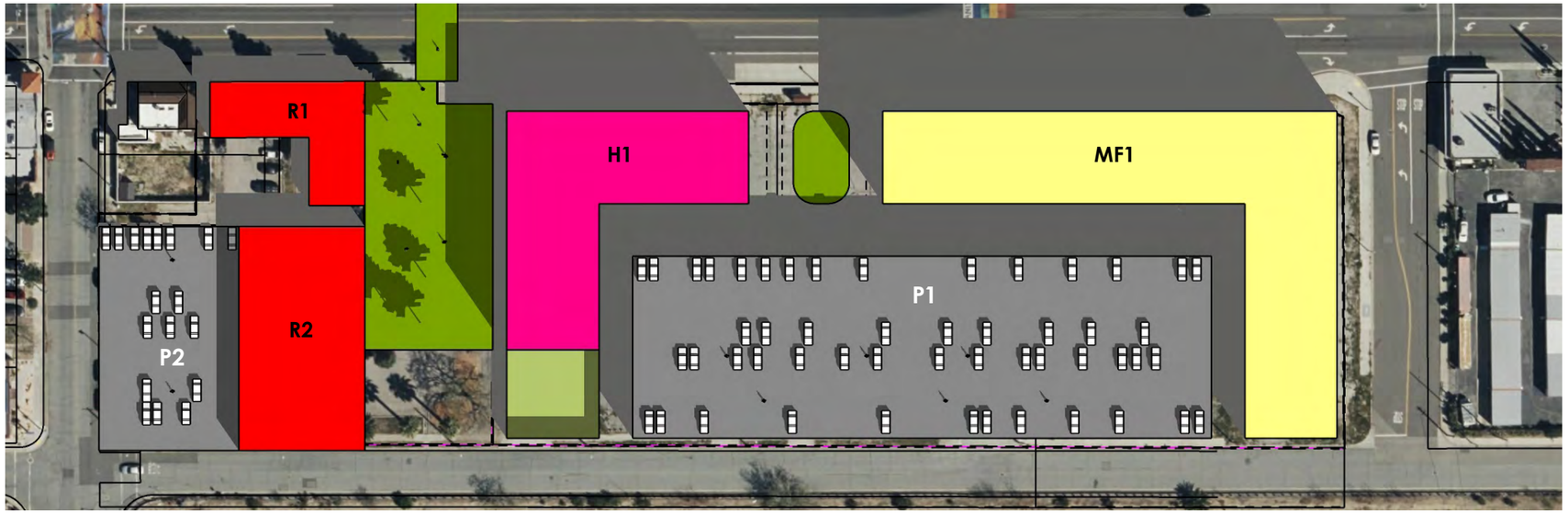
- GF Retail Area: 8,796 SF
- Upper Floor Resi Area: 8,796 SF
- Resi Units Per Upper Floor: 9
- Total Floors: GF+2
- **Total Resi Units: 18**

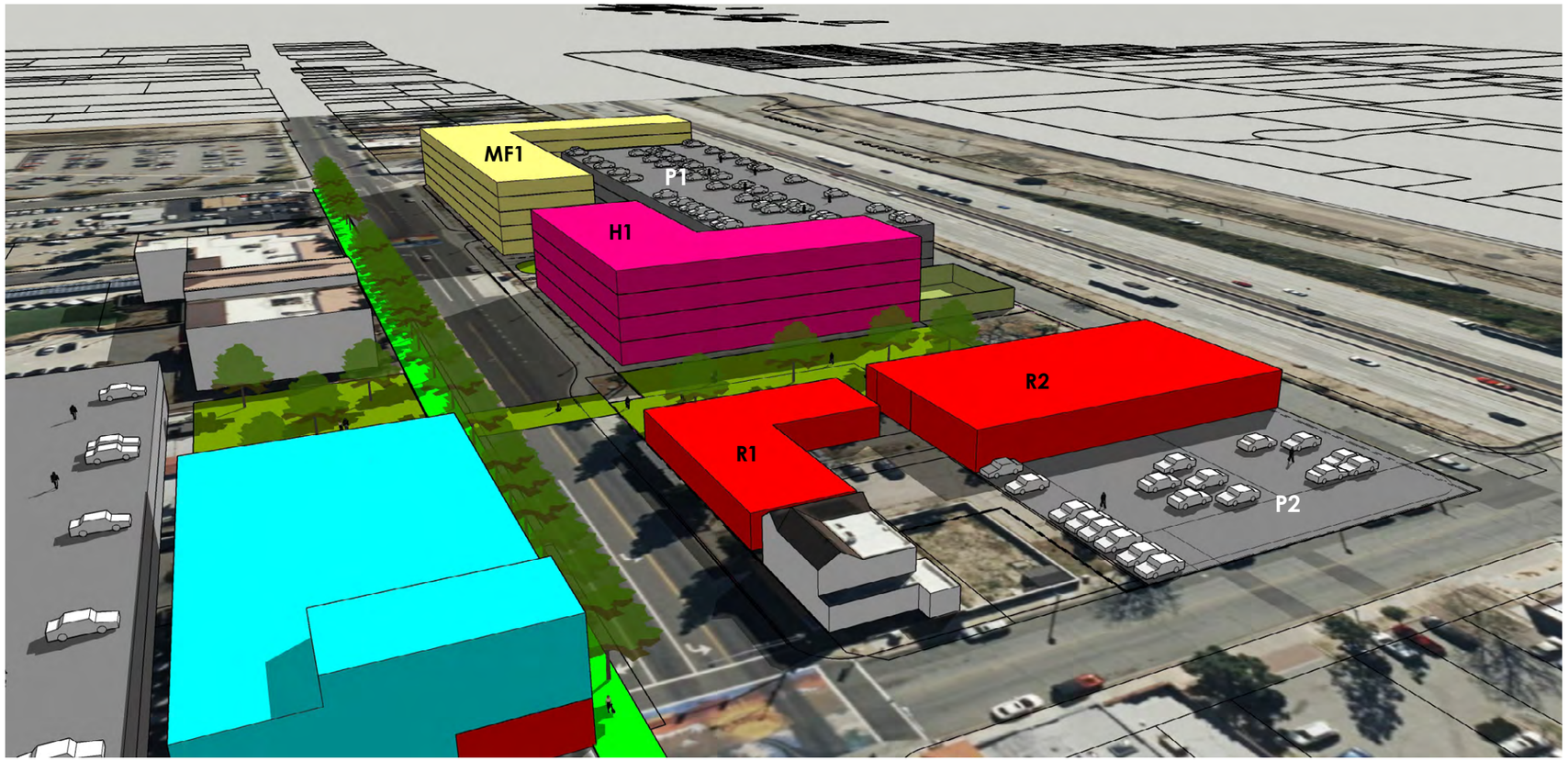
MU2 **MIXED-USE RESIDENTIAL #2:**

- GF Retail Area: 9,156 SF
- Upper Floor Resi Area: 9,156 SF
- Resi Units Per Upper Floor: 9
- Total Floors: GF+3
- **Total Resi Units: 27**

P2 **PARKING GARAGE #2:**

- Parking Area: 24,699 SF
- Parking Spaces Per Floor: 76
- Floors: 2
- **Total Parking Spaces: 152**





HOTEL/CONFERENCE CONCEPT

H1 **HOTEL/CONFERENCE CENTER:**
- Hotel Area: 18,309 SF
- Conference Area: 5,000 SF
- Rooms On GF: 20
- Rooms On Upper Floors: 36
- Floors: GF+3
- **Total Rooms: 128**

MF1 **MULTI-FAMILY RESIDENTIAL:**
- Resi Area: 32,492 Sf
- Resi Units Per Floor: 34
- Floors: 5
- **Total Resi Units: 170**

P1 **PARKING GARAGE:**
- Parking Area: 53,787 Sf
- Parking Spaces Per Floor: 165
- Floors: 3
- **Total Parking Spaces: 495**

P2 **SURFACE PARKING LOT:**
- Parking Area: 16,029 SF
- **Total Parking Spaces: 49**

R1 **IN-FILL RETAIL:**
- **Retail Area: 6,377 SF**

R2 **ENTERTAINMENT USE:**
- **Retail Area: 14,406 SF**





AFFORDABLE HOUSING FOR ARTISTS CONCEPT

MF1 **MULTI-FAMILY RESIDENTIAL #1:**
- Resi Area: 15,389 SF
- Resi Units Per Floor: 16
- Floors: 2
- **Total Resi Units: 32**

P1 **SURFACE PARKING LOT #1:**
- Parking Area: 13,990 SF
- **Total Parking Spaces: 46**

MF2 **MULTI-FAMILY RESIDENTIAL #2:**
- Resi Area: 17,427 SF
- Resi Units Per Floor: 18
- Floors: 2
- **Total Resi Units: 36**

P2 **SURFACE PARKING LOT #2:**
- Parking Area: 15,842 SF
- **Total Parking Spaces: 52**

MF3 **MULTI-FAMILY RESIDENTIAL #3:**
- Resi Area: 740 SF
- Floors: 2
- **Total Resi Units: 20**
- Parking: Under Unit

MF4 **MULTI-FAMILY RESIDENTIAL #4:**
- Resi Area: 740 SF
- Floors: 2
- **Total Resi Units: 20**
- Parking: Under Unit

R1 **IN-FILL RETAIL #1:**
- **Retail Area: 2,640 SF**

R2 **IN-FILL RETAIL #2:**
- **Retail Area: 3,696 SF**

C1 **CREATIVE OFFICE / HYBRID INDUSTRIAL #1:**
- **Commercial Area: 8,171 SF**

C2 **CREATIVE OFFICE / HYBRID INDUSTRIAL #2:**
- **Commercial Area: 8,171 SF**

Development Site #2

CITY HALL EXPANSION

Opportunity Site #2 is the footprint of Banning City Hall, which form part of the Civic Center along with the Police Department, County Courthouse, Fire Department, Probation Office and the U.S. Post Office. City Hall is currently over capacity, and an expansion will likely be required in the medium-term future as the City continues to grow and demand for services increase.

The location and size of the site makes it an interesting location for public parking facilities that can serve civic office uses during the day and retail uses during nights and weekends. Expansion of civic facilities could be coupled with expanded parking facilities to serve the downtown more broadly. However, the cost of construction of both state-of-the-art civic meeting and office facilities and parking garages is very significant. Any development would take place in phases over a long period of time.

Finally, City Hall currently lacks relationship to the corner of San Gorgonio and Ramsey which is the center of downtown and includes such historic neighbors as the Haven Building and Coplin House. The three concepts show three different methods of reimagining this corner.

Spark: Corner Civic Park Concept

Park and Play: Corner Building Concept

Gradient: Flexible Park/Parking Concept

FOCUS: CIVIC REDEVELOPMENT USES (PARK AND PLAY)

Many cities have undertaken redevelopment of their civic centers. In an era of limited local budgets, cities have turned to public-private partnerships to achieve their upgraded facilities. Taking advantage of excess landholdings and the transition to work-from-home, developers reduce the physical footprint of City Halls and in its place install community-oriented open spaces and new commercial or mixed-use development.



Corner Civic Park (Spark)



Corner Civic Center (Park and Play)



Flexible Park (Gradient)

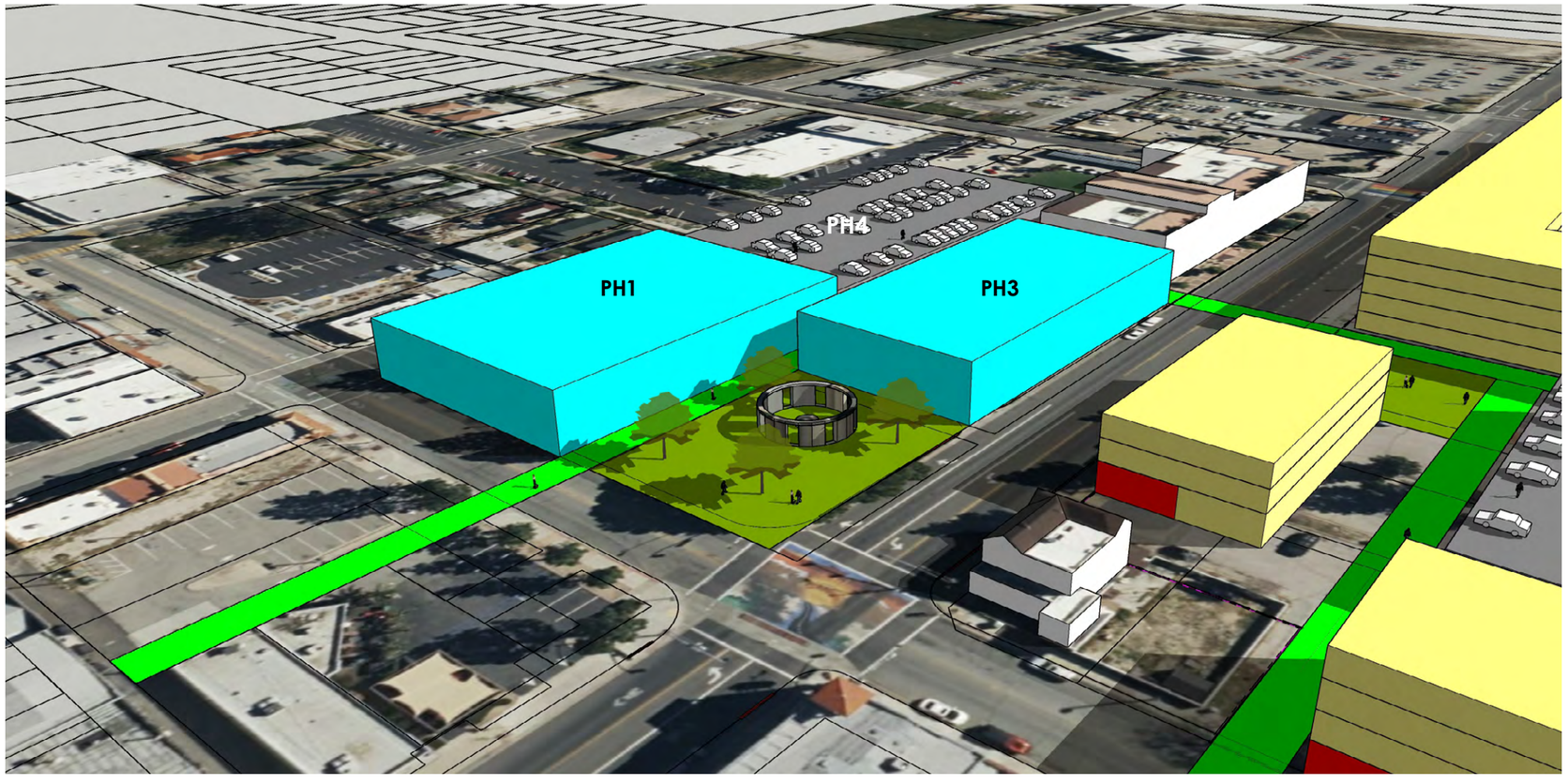


Public/Private Partnership



New Civic Park





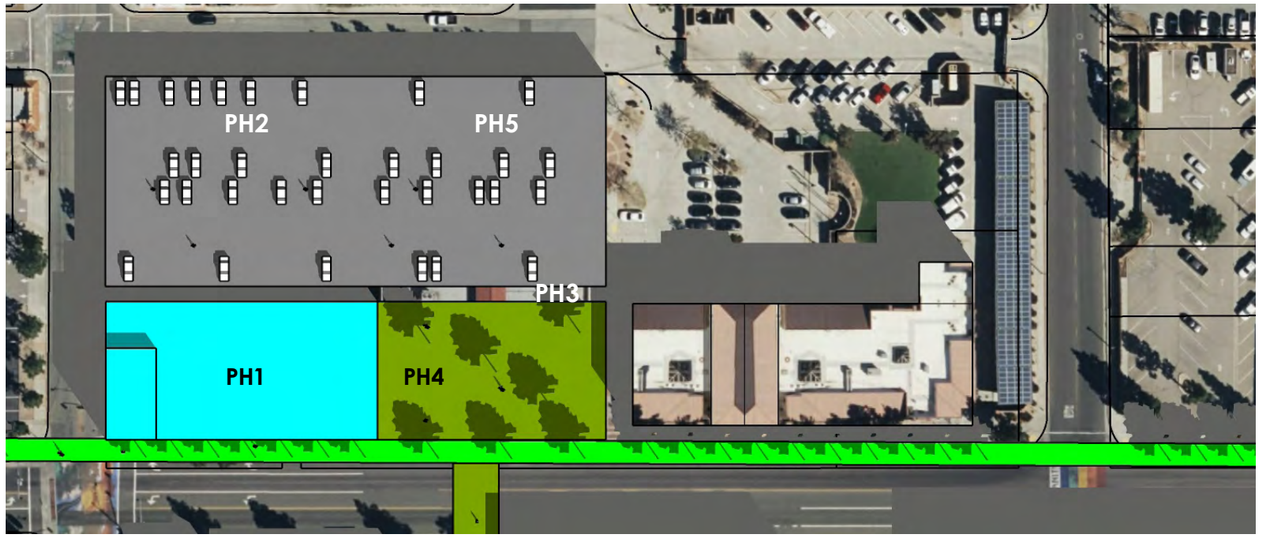
CIVIC CENTER EXPANSION CONCEPT #1

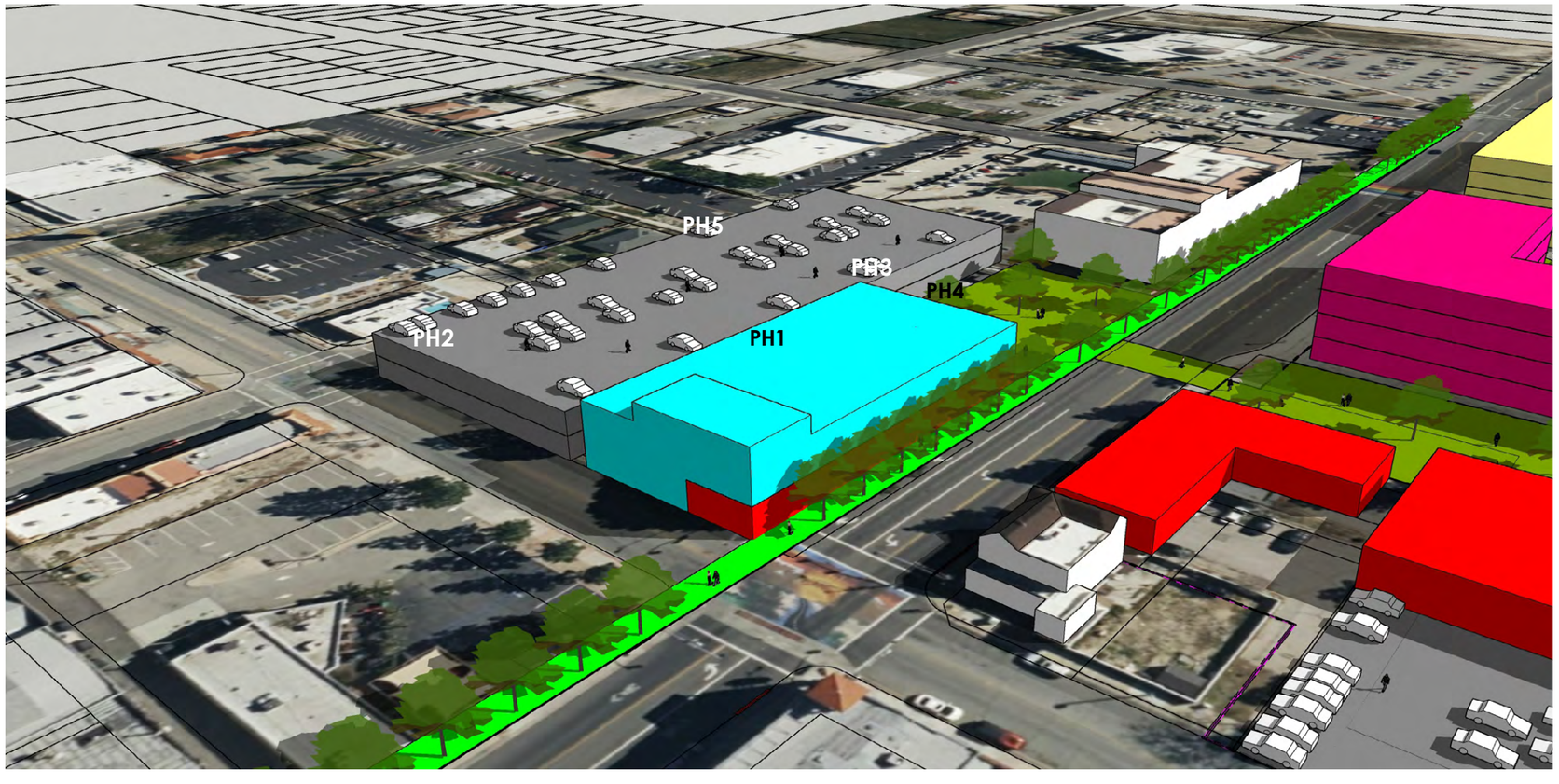
PH1 **PHASE 1:**
New City Hall expansion building to be located within current parking lot.
- **New Civic Area: 23,214 SF**

PH2 **PHASE 2:**
Demolish existing City Hall

PH3 **PHASE 3:**
New City Hall expansion building, located facing Ramsey.
- **New Civic Area: 18,920 SF**

PH4 **PHASE 4:**
New structured parking garage to replace former City Hall site on back site, located facing Hays.
- Parking Area: 31,524 SF
- Parking Spaces Per Floor: 96
- Floors: 2
- **Total Parking Spaces: 192**





CIVIC CENTER EXPANSION CONCEPT #2

PH1 **PHASE 1:**
New City Hall expansion building to be located at the corner of San Gorgonio and Ramsey, replacing Carpenter Hamilton park, and to orient city functions toward the existing downtown core, ground floor retail to line Ramsey and activate the corner.

- **New Civic Area: 16,070 SF**

PH2 **PHASE 2:**
New garage expansion into existing City Hall surface parking lot

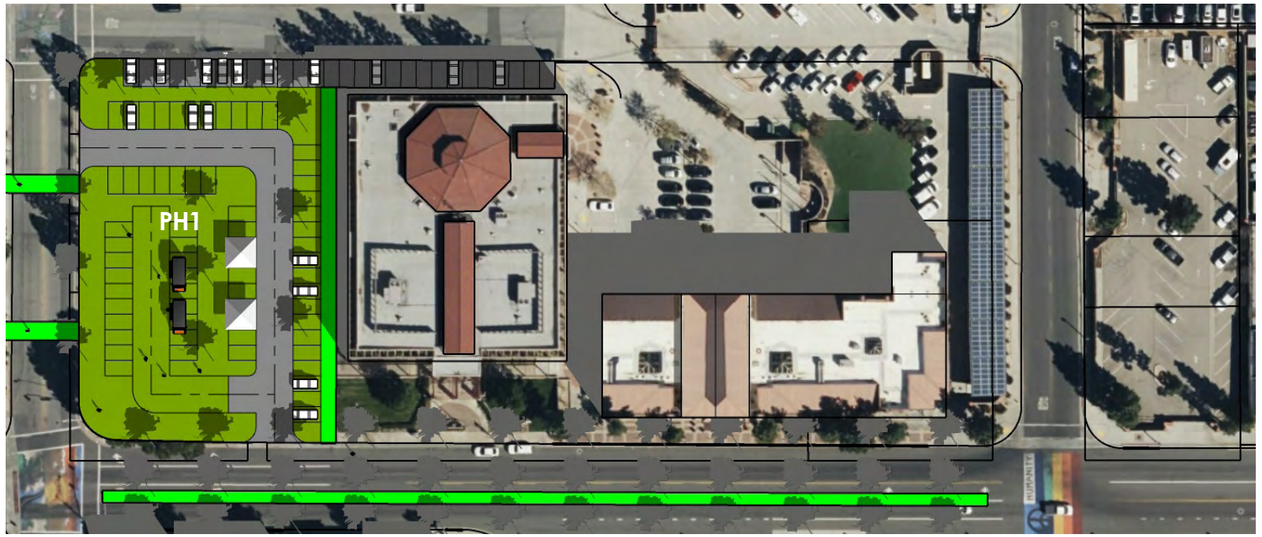
- Parking Area: 23,173 SF
- Parking Spaces Per Floor: 71
- Floors: 2
- **Total Parking Spaces: 142**

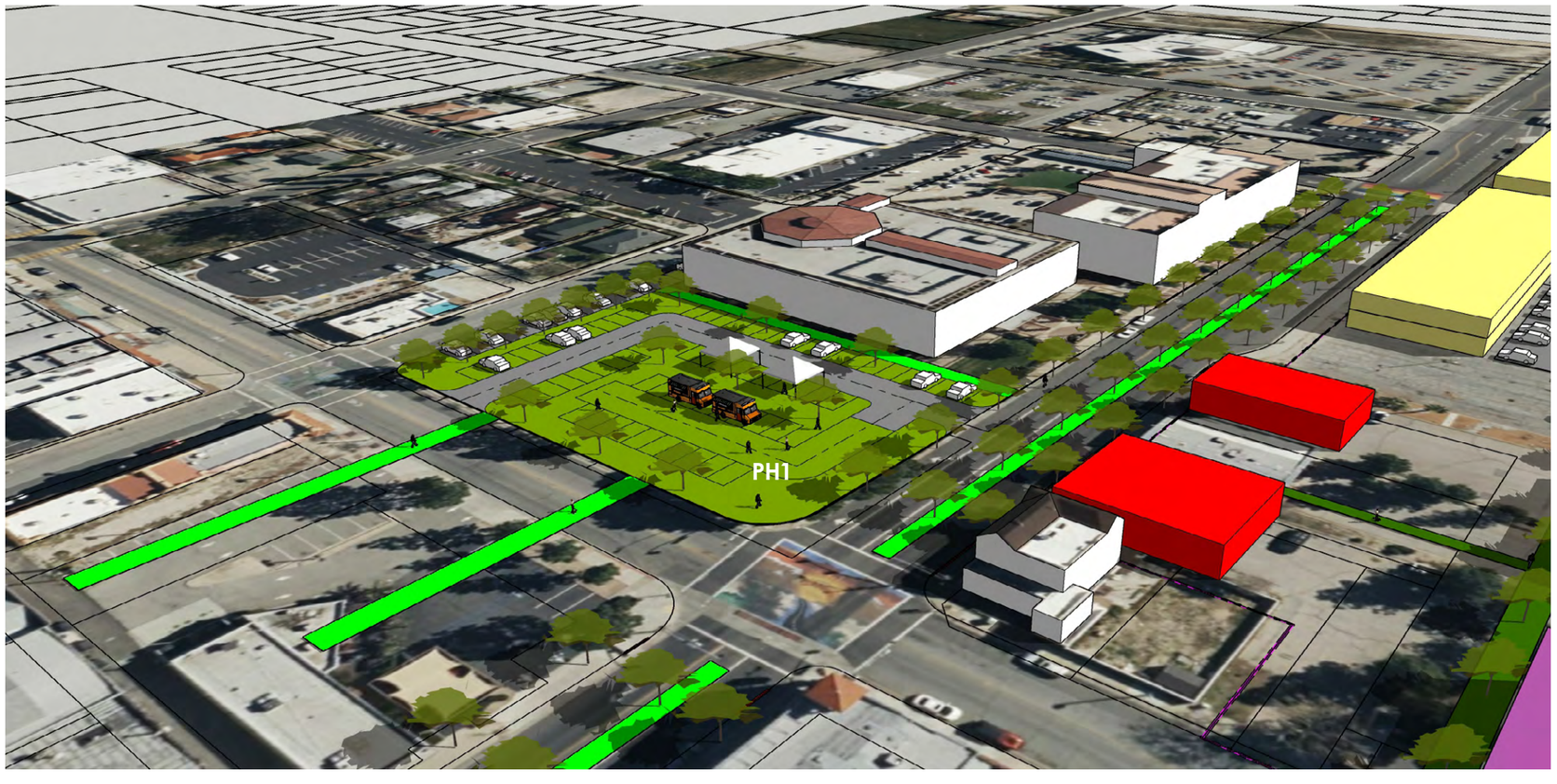
PH3 **PHASE 3:**
Existing Civic Hall demolition.

PH4 **PHASE 4:**
New civic park to replace part of previous City Hall building (explore perhaps preserving some part of old building for within park).

PH5 **PHASE 5:**
New structured parking garage to replace former City Hall site on back site, towards Hays, connect to Phase 2 garage to expand garage capacity and provide central downtown parking garage for all destinations

- Parking Area: 19,510 SF
- Parking Spaces Per Floor: 60
- Floors: 2
- **Total Parking Spaces: 180**





CIVIC CENTER EXPANSION CONCEPT #3

PH1 **PHASE 1:**

- Flexible Civic Center park
- **Total Parking Spaces: 65**

Development Site #3

4TH STREET INTERSECTION

The intersection of Ramsey Street and 4th Street contains a variety of vacant and underutilized properties under private ownership which can together strengthen the key ideas at play in each of the three concepts.

The largest property, located at the southwest corner, is a former grocery store which is currently leased out as a public assistance office to the Riverside County Department of Public Social Services. Over the medium- to long-term, this tenant might be relocated into the Civic Center and the property be made available to a use that is more coherent with the direction of the adjoining neighborhood. This property also has excellent freeway frontage which could be taken advantage of through pylon signage and branding.

The concepts also explore different methods for development to relate to the mixed single-family/multi-family/ commercial/industrial context of the blocks around this intersection.

Spark: Neighborhood Shopping Center and Residential Concept

Park and Play: Destination Rest Stop Concept

Gradient: Live/Work and Production Concept

FOCUS: THEMED ATTRACTORS

These businesses are distinctly branded to be highly visible and seen from afar, offer a comfortable and inviting place to welcome visitors, and provide a unique type of place / experience / offering that makes them a destination and mainstay where they operate. Good signage and store positioning help them be seen from nearby thoroughfares and be reached from what would normally be a pass-by experience. These businesses typically serve outside customers but employ local residents to fulfill two important market goals.

Destination Rest Stops: offer upgraded travel services and food offerings, comfortable and clean facilities, fuel and charging stations, rest and relax areas, and other travel amenities. A well-known example is Buc-ee's in Texas, these types of facilities offer a distinctly different experience from the typical gas station or convenience store.

Specialty Farmer's Market: provide a unique place to showcase and sell goods coming from the local market and offer a venue for local businesses to collectively gather and reach outside markets. Hadley's Fruit Orchard is a local example. Unique branding and design give these businesses a distinctly local flavor and distinctly different experience from the typical grocery store or supermarket.



Neighborhood Shopping Center (Spark)



Main Street Retail (Park and Play)



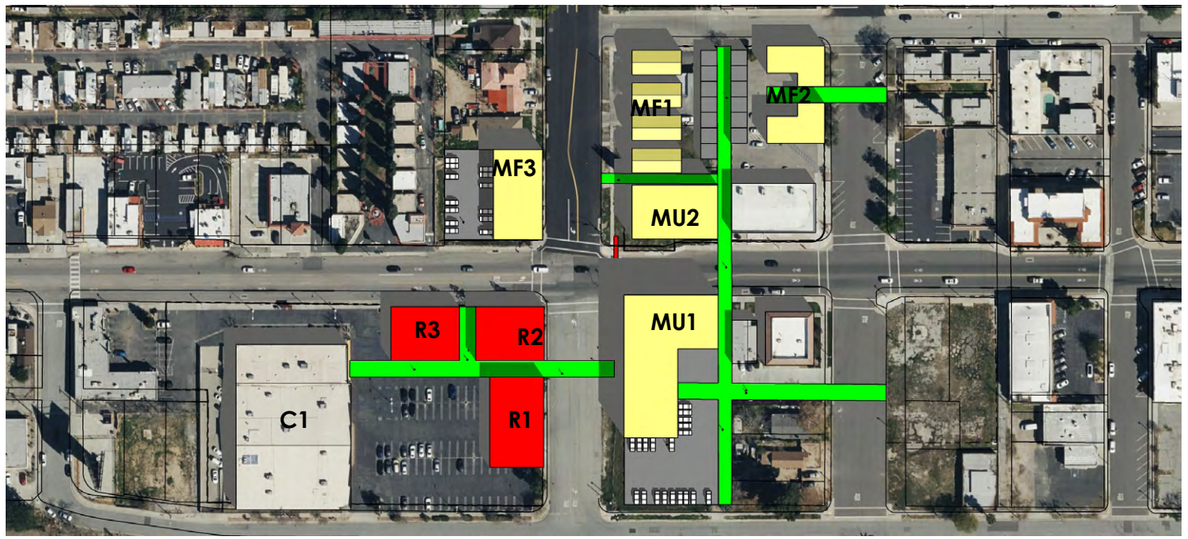
Live/Work Townhomes (Gradient)

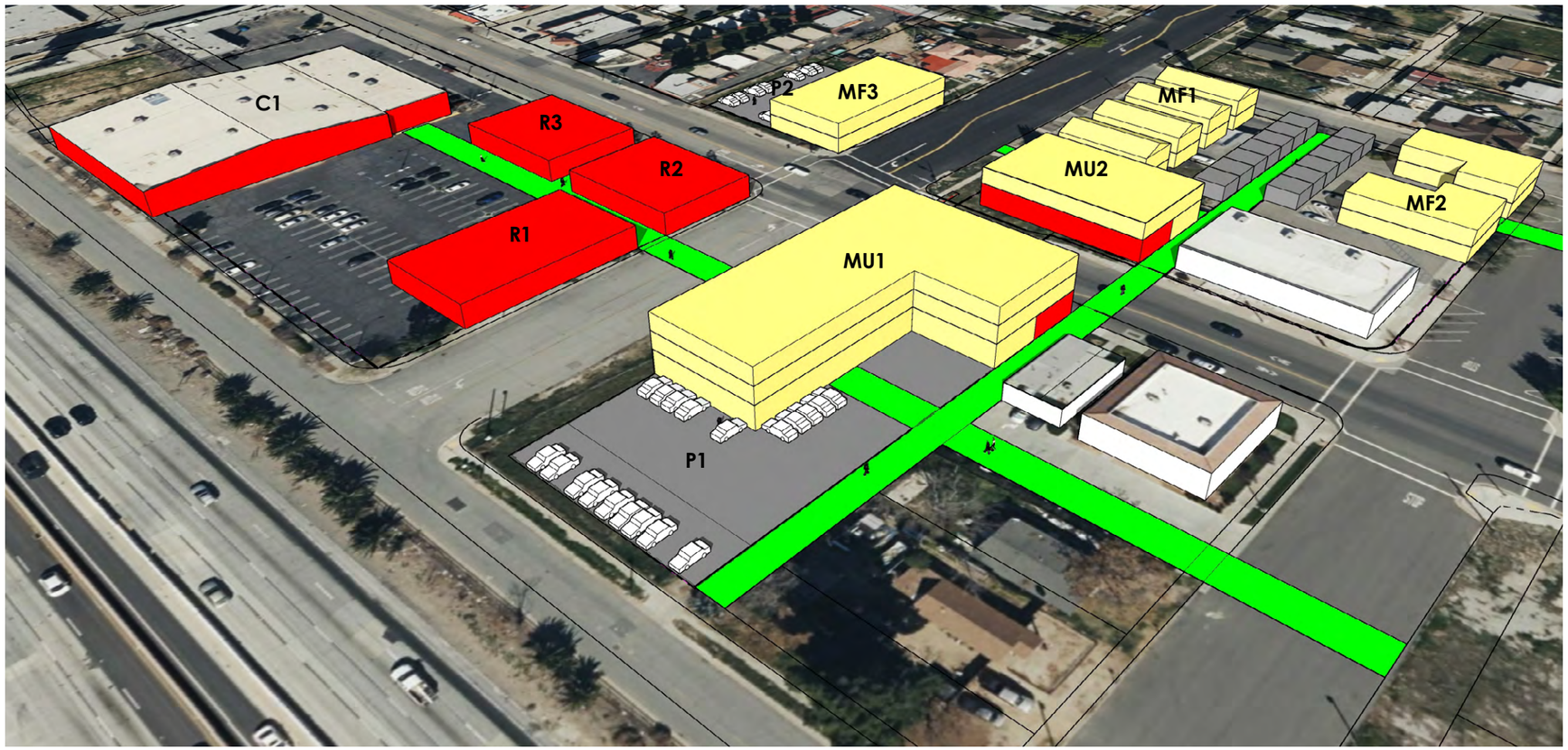


Buc-ee's



Hadley's Fruit Orchards





NEIGHBORHOOD SHOPPING CENTER AND RESIDENTIAL CONCEPT

MU1 **MIXED-USE RESIDENTIAL #1:**
- GF Retail Area: 7,607 SF
- GF Resi Area: 7,171 SF
- GF Resi Units: 7
- Upper Floor Resi Area: 14,750 SF
- Resi Units Per Upper Floor: 15
- Total Floors: GF+2
- **Total Resi Units: 37**

P1 **SURFACE PARKING LOT #1:**
- Parking Area: 15,930 SF
- **Total Parking Spaces: 32**

MU2 **MIXED-USE RESIDENTIAL #2:**
- GF Retail Area: 3,471 SF
- Upper Floor Resi Area: 6,930 SF
- Resi Units Per Floor: 7
- Total Floors: GF+1
- **Total Resi Units: 11**

MF1 **MULTI-FAMILY RESIDENTIAL #1 (4-PLEX):**
- Resi Area: 1,816 SF
- Resi Units Per Floor: 2
- Floors per Building: 2
- 4-plex Buildings: 4
- **Total Resi Units: 16**
- Parking: Unit Garages on Site

MF2 **MULTI-FAMILY RESIDENTIAL #2:**
- Resi Area: 9,742 SF
- Resi Units Per Floor: 10
- Floors: 2
- **Total Resi Units: 20**
- Parking: Unit Garages on Site
-

MF3 **MULTI-FAMILY RESIDENTIAL #3:**
- Resi Area: 6,600 SF
- Resi Units Per Floor: 7
- Floors: 2
- **Total Resi Units: 14**

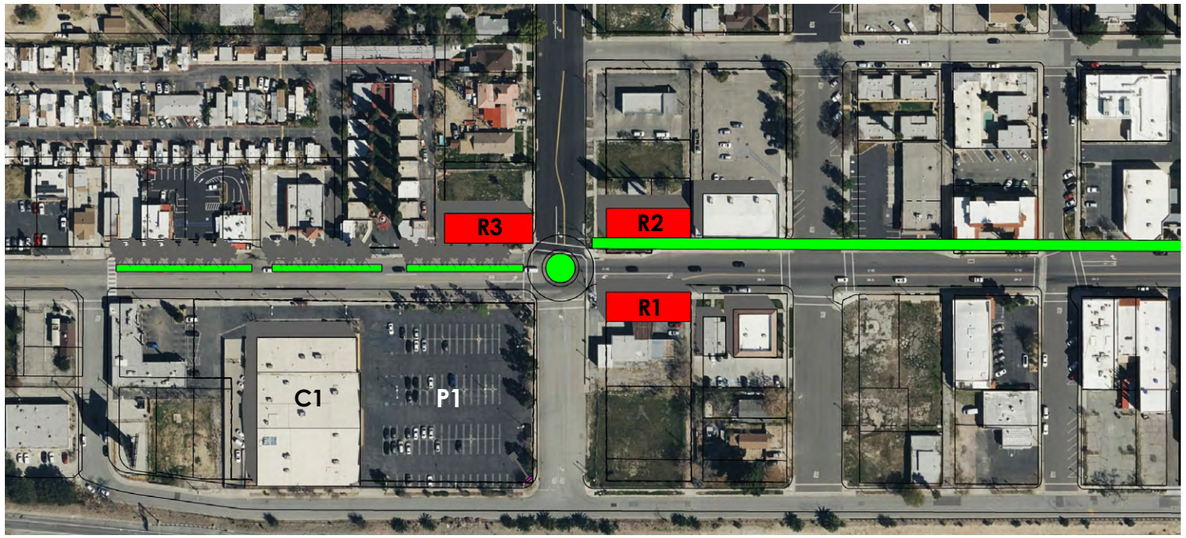
P2 **SURFACE PARKING LOT #2:**
- Parking Area: 6,600 SF
- **Total Parking Spaces: 22**

R1 **IN-FILL RETAIL #1:**
- **Retail Area: 7,300 SF**

R2 **IN-FILL RETAIL #2:**
- **Retail Area: 5,500 SF**

R3 **IN-FILL RETAIL #3:**
- **Retail Area: 5,540 SF**

C1 **EXISTING COUNTY SERVICES BUILDING**
- Converted to New Grocery Store:
- **Commercial Area: 27,000 SF**





DESTINATION REST STOP CONCEPT

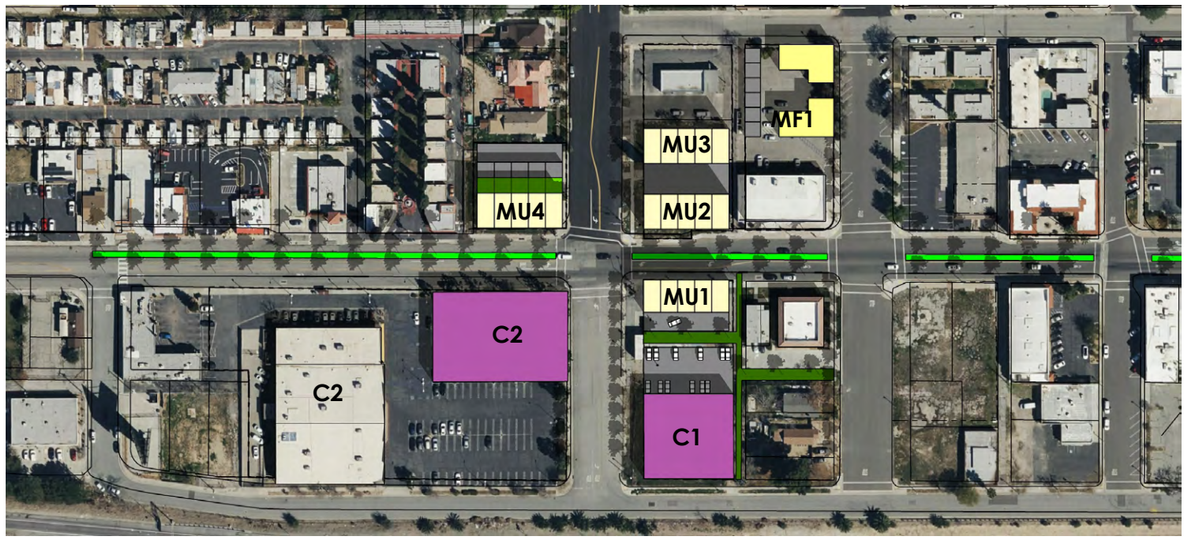
R1 **IN-FILL RETAIL #1:**
- **Retail Area: 4,600 SF**

R2 **IN-FILL RETAIL #2:**
- **Retail Area: 4,600 SF**

R3 **IN-FILL RETAIL #3 - NEW LAUNDROMAT:**
- **Retail Area: 4,800 SF**

C1 **EXISTING COUNTY SERVICES BUILDING:**
Converted to New Destination Rest Stop
- **Commercial Area: 27,000 SF**

P1 **SURFACE PARKING LOT/ ELECTRIC VEHICLE CHARGING:**
- **Total Parking Spaces: 146**





LIVE/WORK AND PRODUCTION CONCEPT

MU1 **MIXED-USE LIVE/WORK #1:**
- GF Retail Area: 550 SF
- Upper Floor Live/Work Area: 990 SF
- Total Floors: GF+2
- **Total Resi Units: 5**

MU2 **MIXED-USE LIVE/WORK #2:**
- GF Retail Area: 550 SF
- Upper Floor Live/Work Area: 990 SF
- Total Floors: GF+2
- **Total Resi Units: 5**

MU3 **MIXED-USE LIVE/WORK #3:**
- GF Retail Area: 550 SF
- Upper Floor Live/Work Area: 990 SF
- Total Floors: GF+2
- **Total Resi Units: 5**

MU4 **MIXED-USE LIVE/WORK #4:**
- GF Retail Area: 990 SF
- Upper Floor Live/Work Area: 990 SF
- Total Floors: GF+2
- **Total Resi Units: 5**

MF1 **MULTI-FAMILY RESIDENTIAL #1:**
- Resi Area: 5,758 SF
- Resi Units Per Floor: 6
- Floors: 2
- **Total Resi Units: 12**
- *Parking: Unit Garages on Site*

C1 **CREATIVE OFFICE / HYBRID INDUSTRIAL:**
- **Commercial Area: 12,633 SF**

C2 **EXISTING COUNTY SERVICES BUILDING**

Converted to Creative Office / Hybrid Industrial Complex (with New Buildings):
- **Commercial Area: 47,200 SF**

TOOLKIT

This section highlights core elements of a downtown revitalization and complete streets toolkit that was used for this planning project and will serve as a guide for implementing the design elements outlined in this plan.


San Gorgonio
JUTERZ
POLICE
ROAD CLOSED
Car Show

Open Space and Connection Toolkit

Goals:

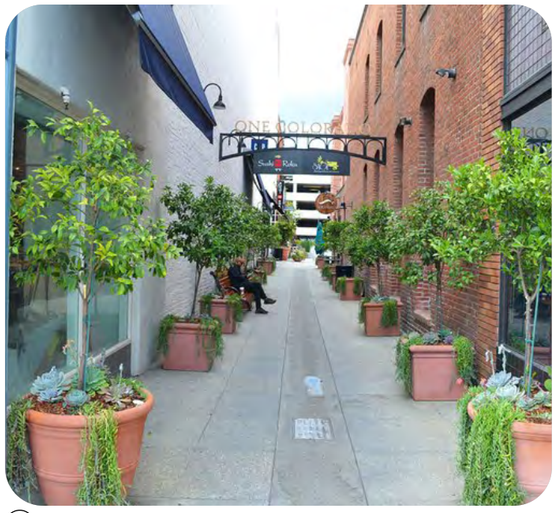
- Link new development areas and fill in activity gaps with a diverse network of open spaces and connections.
- Consider incorporating portions of San Gorgonio north of Hays into the study area to improve connectivity to the City's neighborhoods
- Create centers of activity by providing open spaces that complement immediately proximate assets

Toolkit:

1. **Roadway Streetscapes**
   - Street trees, shade, site furnishings, wayfinding signage, and pedestrian lighting
   - Comfortable for strolling and seating
   - Part of Complete Streets corridors
   - Activated and vibrant
2. **Alleys and Paseos**
   - Pedestrian-scaled walkways and building cut-throughs
   - Programmed for use
   - Expand greening and infiltration opportunities
3. **Recreational Parks**
   - Recreation focused, sports fields, kids play areas
   - Green and pastoral, less urban
4. **Larger Scale Plazas and Civic Spaces**
   - Community events, activities and gatherings
   - Civic scale placemaking features and elements
   - Multi-purpose seating opportunities
5. **Smaller Scale Plazas and Courtyards**
   - Small gathering and individual hang out opportunities
   - Intimate spaces and/or business supporting public spaces
   - Shade and greening
6. **Sidewalk Extensions and Parklets**
   - Expand local business operations
   - Help activate adjacent streetscapes and businesses
7. **Recreational Greenways**
   - Multi-use regional trails and bikeways
   - Urban greening and stormwater infiltration
   - Promote health and wellness



① Roadway Streetscape - Shade and urban greening



② Alley paseo - Activated with greening



③ Recreational Park - Play equipment and family areas



④ Large scale plaza and civic space



⑤ Small scale plaza or courtyard



⑥ Sidewalk extension and parklet

Placemaking, Events, and Downtown Programing Toolkit

GOALS:

- Vigorously program events and spaces to attract new people to downtown
- Provide attractions for a variety of people, with a variety of interests, throughout the day and year
- Establish a funded and effective governing and implementing structure connected to local government and business

TOOLKIT:

Activities

1. Outdoor Dining
2. Shopping / Strolling
3. Entertainment / Gathering / Hanging Out
4. Family-oriented Activities
5. Dog-friendly Activities
6. Remote Working
7. Tourism

Events

8. Farmers Market
9. Seasonal Events (4th of July, Christmas, etc)
10. Car Shows
11. Art Show / Art Walk
12. Food / Tasting Events
13. Outdoor Movie Night
14. Arts and Crafts Shows
15. Small Concert and Music Shows
16. Outdoor Garden Show
17. Block Party
18. Pop-up and Sponsored Events
19. Private Event Hosting

Elements

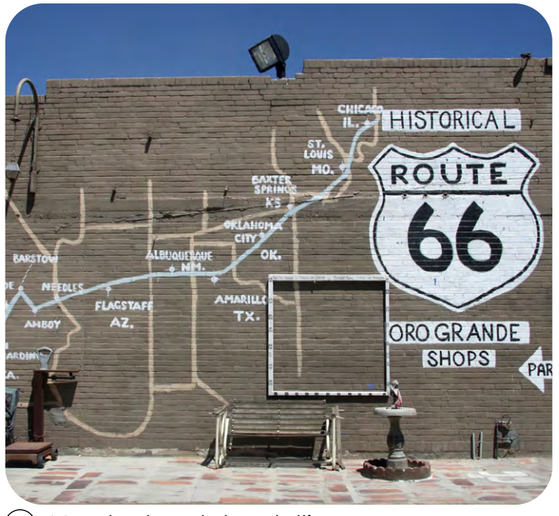
20. Public Art
21. Signage and Wayfinding
22. Pedestrian Lighting
23. Public Wi-Fi Hot Spots
24. Kid's Play Elements
25. Interactive Play and Gaming Features
26. Interactive Lighting and Experiential Art Installations
27. Bike Parking
28. Multi-purpose Seating and Benches
29. Monument and Gateway Elements
30. Upgraded Crosswalks
31. Planting and Urban Greening
32. Accent Paving and Focal Points
33. Food and Beverage Kiosks
34. Food Trucks
35. Social Media Moments
36. Temporary Road Closure Elements
37. District Branding Elements
38. Shading and Human Comfort



(2) Outdoor dining and entertainment



(8) Farmer's Market



(20) Mural art and story telling



(22) Canopy lighting



(30) Upgraded crosswalks



(37) District signage and gateway element

Housing Toolkit

Downtown Banning needs to attract more people, and there is no more sure method to doing so than building housing within the area. Given long-term trends and the economic climate of the past decade, it is likely that most new ground-up development within the area will need to be entirely or largely composed of residential uses to be feasible. Multifamily and attached single-family housing would be an appropriate addition to side streets within the downtown area, and multifamily housing could be located on upper floors of commercial mixed-use buildings. These housing types should be geared toward demographics that would make the most use of downtown amenities and businesses, and which are not well served by current development patterns in the city. Apartments for younger people are a clear need, but downsized housing for empty nesters and multifamily housing for independent seniors could also be appropriate.

As illustrated in the Opportunity Sites figure (#2), sites that could be potentials for housing development are mostly less than one acre in size. The small size of parcels poses challenges for development from a physical standpoint, requiring the City to provide a great deal of flexibility on development standards; it also means that larger developers of the type that have been responsible for most recent construction in Banning will not be interested in developing. Through creating simple standards for development, or even preapproved plans, and outreach and assistance to the local construction and development industry, Banning could encourage the development of these small sites by locals, building wealth within the community.

With the site across from City Hall, the City does have at least one large parcel which presents an opportunity for a larger-scale development which might include housing. The City-owned site will be subject to the Surplus Land Act, meaning that the property must either be offered first for affordable housing or else consist of a mixed-use project with at least 300 residential units, 25% of which are affordable. The construction of a quality affordable housing project could meet a significant community need while beautifying the area and spurring future private investment in housing once market conditions improve.

Housing Type	Site Size		Tenure/ Affordability		
	Less than 1 Acre	More than 1 Acre	Affordable	Rental	Ownership
1. Major Mixed-Use		●		●	
2. Infill Mixed-Use	●			●	
3. Senior Affordable		●	●		
4. Family Affordable		●	●		
5. Low-Density Apartment	●	●		●	
6. Live/Work	●				●
7. Row House	●				●
8. Bungalow Court	●		●		





① Major Mixed-Use
- New Majestic Apartments, Perris
23 Units, 1.0 Acre, 24 du/ac





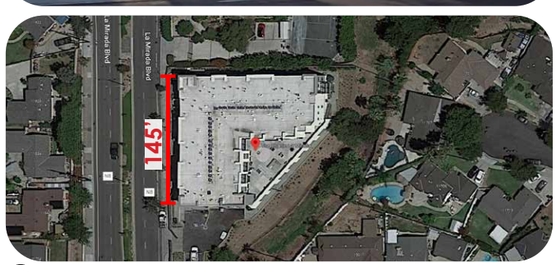
② Infill Mixed-Use - Palomar Heritage Building, Temecula 22 Units, 0.4 Acre, 58 du/ac





③ Senior Affordable Housing - Mission Village Senior, Moreno Valley
102 Units, 2.4 Acres, 43 du/ac





⑤ Low Density Apartment
- The Charlie La Mirada
25 Units, 0.8 Acre, 29 du/ac





⑦ Row Homes - Houston Lot Development
10 Units, 0.53 Acre, 19 du/ac





⑧ Bungalow Court - South LA Bungalow Court
8 Units, 0.2 Acre, 40 du/ac

Commercial and Retail Toolkit

GOALS:

- Introduce new commercial uses which bring vitality to Downtown, which encourage people to linger and visit multiple businesses within the area
- Complement existing businesses with new synergistic and proximate commercial uses
- Seek commercial types that appeal to local clientele, including residents of future housing developments, but also tap into the large potential demand of I-10 drivers making longer trips
- Consider businesses which can fit into a unique theme or branding for Downtown Banning which can help attract regional tourism and passthrough travel

TOOLKIT:

1. Independent Restaurants and other Food and Drink
2. Food-Focused Community Gathering Spaces (e.g. Food Halls)
   - Supported with programming such as events, art, music
   - Mix indoor and outdoor spaces – potential tie-in with public open spaces to create more of an attraction
3. Commercial Mixed-Use with Community-Oriented Ground-Floor Space
   - Incorporate highly demanded facilities such as self-storage, data centers, small-scale logistics on upper floors or at rear of large properties in order to subsidize community-serving uses such as artist studios, community clinics or social service organizations on ground floor or street frontage
4. Electric vehicle charging stations (Tesla Supercharger)
   - Limited competition currently. Should be well signed and advertised
   - Consider distributed network spreading people throughout downtown
   - Consider valet service at peak times
5. Niche Retail (e.g. Local Flora Nursery, Novelty Shops, Galleries)
   - Would be supported if related to a particular downtown theme or brand
   - For example, outdoor/desert mountain theme could be supported by a nursery/landscape design center featuring local flora like Cholla, Ocotillo, Desert Willow, Blue Palo Verde, Brittlebush, Jojoba, California Barrel Cactus, and Chuparosa
6. Niche Experiences
   - Would be supported if related to a particular downtown theme or brand
   - For example, Old West/Stagecoach theme could be supported by indoor shooting ranges with historic weapons



② Food-Focused Community Gathering Spaces



② Programmed, privately run open space supporting food-focused community gathering spaces or other downtown entertainment



③ Commercial Mixed-Use with Community-Oriented Ground-Floor Space



④ Electric vehicle charging stations



⑤ Niche Retail



⑥ Niche Experiences

Complete Streets Toolkit

GOALS:

- Create spaces and connections that are safe and pleasant for non automotive users
- Provide Signage and information for easier navigation of downtown on all modes of travel

TOOLKIT:

1. **Class IV Protected Bike Infrastructure- More Intense**
   - Uses concrete curbs to separate cyclists from traffic
   - Paint or thermoplastic used to highlight bikeway
2. **Class IV Protected Bike Infrastructure- Less Intense**
   - Uses less "permanent" elements like planters, bollards, plastic/ concrete barriers.
   - Not always painted
3. **Rectangular Rapid-Flashing Beacon (RRFB)**
   - Helpful for midblock crossings where signal is not an option
   -
4. **Raised Crosswalks**
   - Crosswalk on top of vertical deflection speed table
   - Can be painted, brick, or other treatment
   - Pedestrians feel safer in raised space for them within roadway
5. **Curb Extensions**
   - Shorten crossing distance
   - Act as horizontal deflection to reduce speeding
   - Adds space for planting and other streetscape elements
6. **Sidewalk Extensions and Parklets**
   - Used at signalized or unsignalized intersections
   - Create protected space for pedestrians and cyclists



① Class IV More extensive- Painted and physical elements separating cyclists



② Class IV Less Intense- Separated bike lanes using simple buffer and vertical separation



③ RRFB Flashing beacons- Alert drivers of pedestrians that trigger them at non-signalized crossings



④ Raised Crosswalks- Connects pedestrians at sidewalk height while slowing vehicles

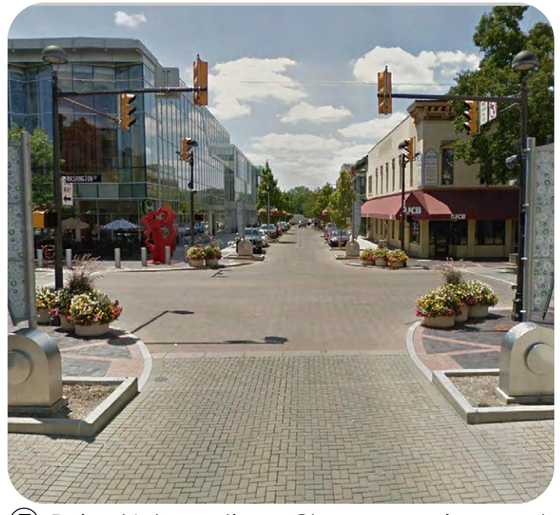


⑤ Curb Extensions- Shortens crossing distance while slowing vehicles

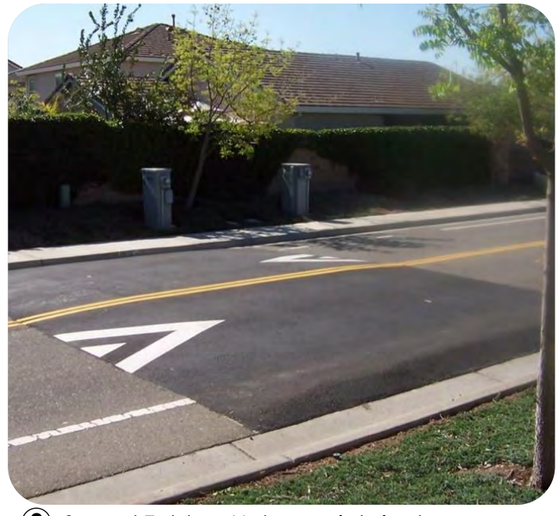


⑥ Midblock Median- Reduces exposed crossing distance and creates safe waiting space.

7. **Raised Intersections**
   - Brings attention to pedestrian environment having crossings at same height as sidewalks
   - Slows vehicles down transitioning into crossing area
   - Materials other than asphalt can be used to change aesthetic to more pedestrian oriented area
8. **Speed Tables and Humps**
   - Used to reduce speeds to 15-25 mph
9. **Chicanes and Pinchpoints**
   - Slow speed through horizontal deflection
   - Increase amount of public space available on corridor that can be activated using street furniture or other amenities
10. **Shaded Transit Shelters**
   - Makes waiting for transit comfortable and safe on high temperature or rainy days
11. **Real-Time Transit Information**
   - Provides transit riders with information to give peace of mind waiting for service
12. **Pedestrian-Scale Lighting**
   - Creates safer place for pedestrians at night
   - More pleasant atmosphere created for nighttime activities downtown



⑦ Raised Intersections- Changes environment from car to pedestrian orientation



⑧ Speed Tables- Helps maintain slower speeds on local and downtown streets



⑨ Chicanes and Pinch-points- Slow traffic on local streets while providing more space for amenities.



⑩ Shaded Transit Shelters- Creates pleasant waiting environment for transit riders



⑪ Real-Time Transit Information- Prevents riders from waiting for no-show service



⑫ Pedestrian-Scale Lighting- Safer and more enjoyable condition

PLANTINGS

Tree Planting Palette

In the City of Banning, the hot season lasts for three months from June to September with an average high temperature of 94°F. Exposure to full sunlight during these months due to sparse cloud cover could make it feel as hot as 109°F. Trees are a great solution to provide shade and reduce the heat island effect while also adding greenery to the city and habitat for wildlife. This is a recommended selection of trees that do well in hot climates for typical planting within the City of Banning.



Mulga (Acacia anerua)
Height: **20'-30'** Width: **20'-30'**
Heat Tolerance: **94°F**



Fern Pine (Afrocarpus gracilor)
Height: **15'-50'** Width: **6'-8'**
Heat Tolerance: **112°F**



Hackberry Tree (Celtis reticulata)
Height: **30'-60'** Width: **10'-25'**
Heat Tolerance: **94°F**



Ghost Gum (Corymbia papuana)
Height: **60'** Width: **40'**
Heat Tolerance: **94°F**



Rosewood (Dalbergia sissoo)
Height: **60'** Width: **20'-30'**
Heat Tolerance: **94°F**



Tecate Cypress (Hesperocyparis forbesii)
Height: **33'** Width: **25'**
Heat Tolerance: **94°F**



Palo Blanco (Mariosousa willardiana)
Height: **20'** Width: **10'**
Heat Tolerance: **112°F**



Texas Umbrella Tree (Melia azedarach 'Umbraculiformia')
Height: **20'-25'** Width: **20'-30'**
Heat Tolerance: **104°F**



Fruitless Olive (Olea europaea ‘Wilsonii’)
Height: **30’** Width: **30’**
Heat Tolerance: **112°F**



Desert Museum Palo Verde (Parkinsonia x ‘Desert Museum’)
Height: **20’-30’** Width: **20’-25’**
Heat Tolerance: **112°F**



Mount Altas Pistache (Pistacia atlantica)
Height: **60’** Width: **60’**
Heat Tolerance: **108°F**



Chilean Mesquite (Prosopsis chilensis)
Height: **50’** Width: **80’**
Heat Tolerance: **112°F**



Engelmann Oak (Quercus engelmannii)
Height: **25’-40’** Width: **25’-40’**
Heat Tolerance: **110°F**



African Sumac (Rhus lancea)
Height: **25’** Width: **30’**
Heat Tolerance: **112°F**



Tipu tree (Tipuana tipu)
Height: **50’** Width: **50’**
Heat Tolerance: **94°F**

DEVELOPMENT OPPORTUNITY & EXISTING CONDITIONS ANALYSIS

RCLCO
REAL ESTATE CONSULTING

DEVELOPMENT OPPORTUNITY & EXISTING CONDITIONS ANALYSIS

BANNING DOWNTOWN REVITALIZATION

BANNING, CALIFORNIA

Prepared for The Arroyo Group
October 13, 2023

ABOUT RCLCO

Since 1967, RCLCO has been the "first call" for real estate developers, investors, the public sector, and non-real estate companies and organizations seeking strategic and tactical advice regarding property investment, planning, and development.

RCLCO leverages quantitative analytics and a strategic planning framework to provide end-to-end business planning and implementation solutions at an entity, portfolio, or project level. With the insights and experience gained over 50 years and thousands of projects–touching over $5B of real estate activity each year–RCLCO brings success to all product types across the United States and around the world.

Learn more about RCLCO at www.RCLCO.com.

REPORT AUTHORS

Project Director:

Derek Wyatt, Managing Director

- P: (310) 203-3035 | E: DWYATT@RCLCO.COM

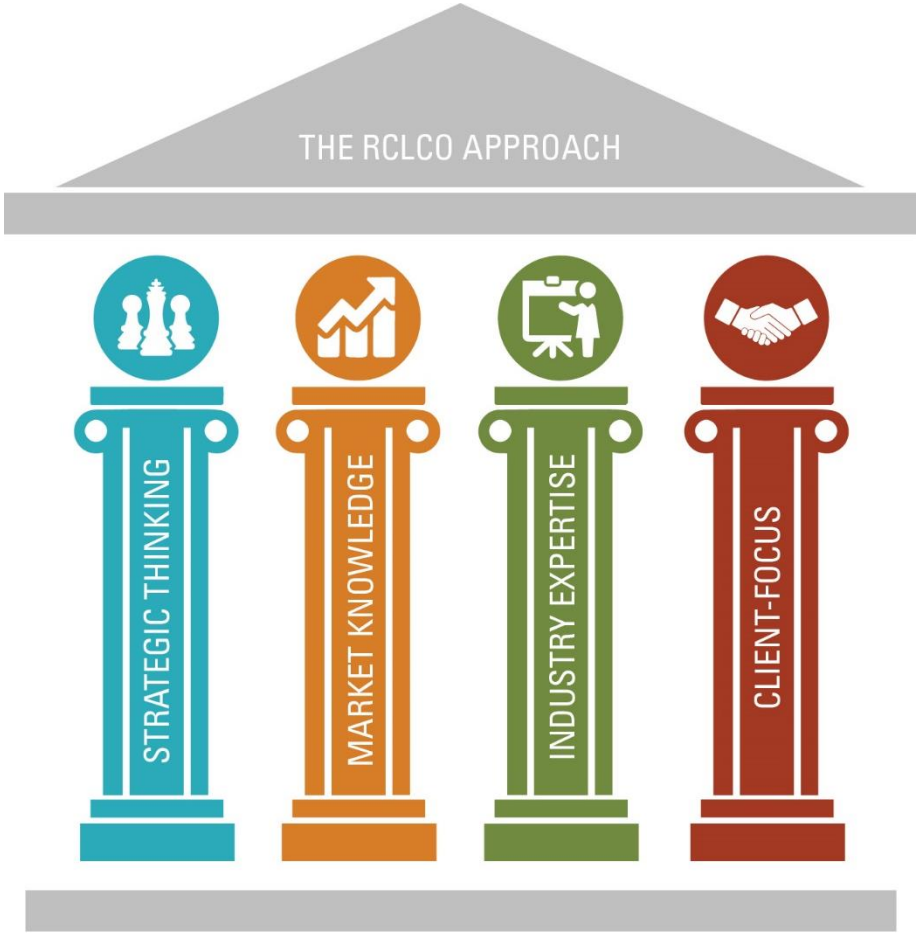
Project Manager:

Jordan LaMarche, Vice President

- P: (310) 752-9032 | E: JLAMARCHE@RCLCO.COM

Additional Authors:

Tyler Fischer, Associate



BACKGROUND & OBJECTIVES

The Arroyo Group ("Client") was retained by the City of Banning for the purpose of advising on the Banning Downtown Revitalization project. RCLCO has been commissioned as a sub-consultant by Arroyo Group to complete an existing conditions analysis for the commercial and retail spaces in Downtown Banning as well as outlining demographic and economic conditions of Banning and surrounding areas. To this end, RCLCO will evaluate the synergy between existing land uses in Downtown Banning and potential new developments by outlining three alternative downtown revitalization strategies.

RCLCO is providing initial findings relevant to the existing conditions of the Downtown Banning, the City of Banning, as well as an analysis of broader market trends. This component of the study focuses specifically on population, demographic, and social characteristics, economic conditions and factors, and local business conditions.

Specific analytical objectives of this effort included:

- *Site Assessment:* Evaluate the location qualities of the site, particularly access and visibility, quality of surrounding development, and visitation of existing businesses.
- *Regional Economic Analysis:* Identify and evaluate key geographic regions for comparison of demographic and economic variables. Provide an overview of commuter patterns for existing residents and key employment statistics for the City of Banning

Map of Downtown Banning



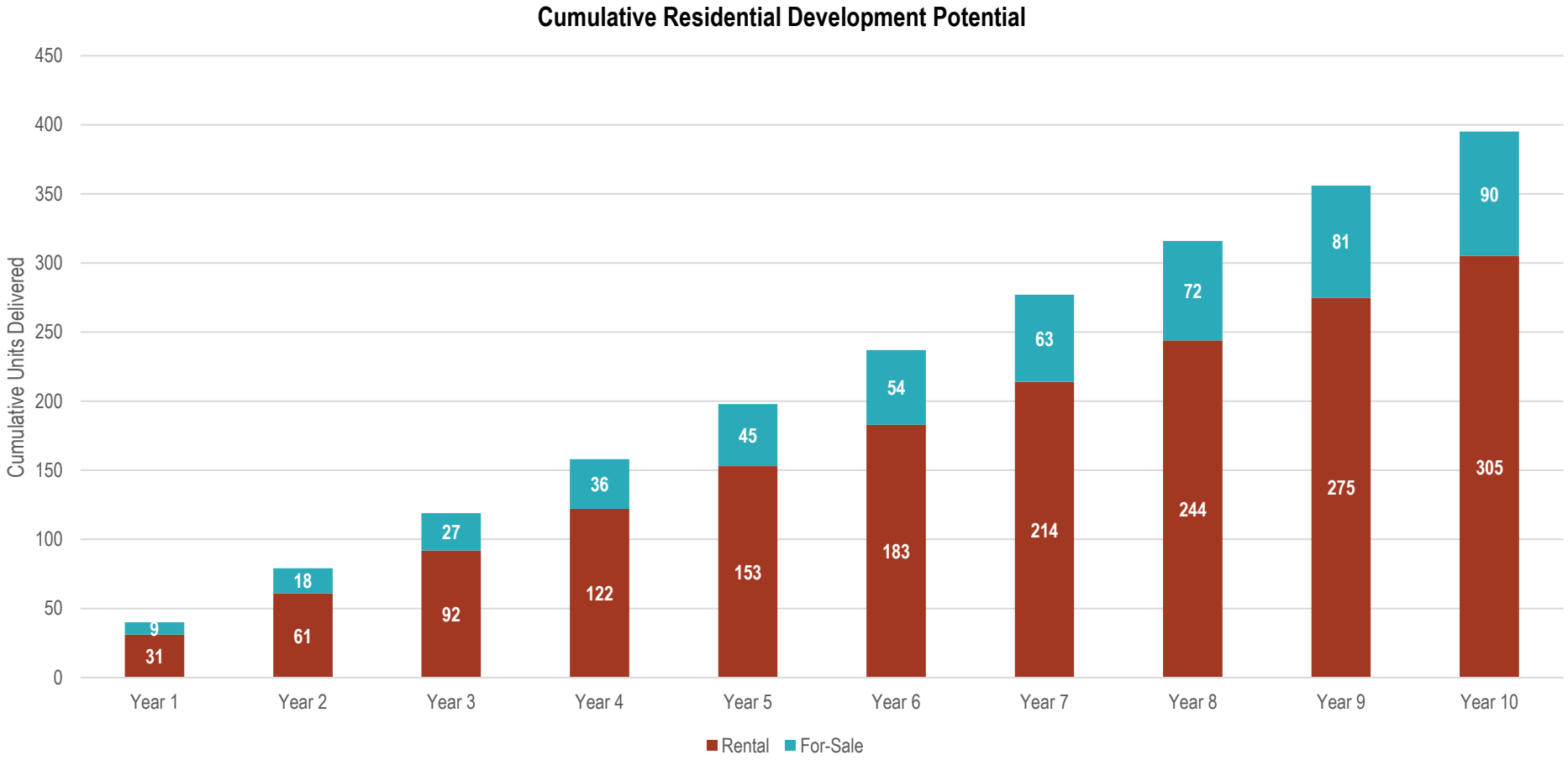
DEVELOPMENT OPPORTUNITY & STRATEGY

DOWNTOWN BANNING ABSORPTION POTENTIAL

RCLCO REAL ESTATE CONSULTING

BASED ON HOUSEHOLD GROWTH PATTERNS AND INCREASING POTENTIAL CAPTURE OF LOCAL AND REGIONAL ACTIVITY, DOWNTOWN BANNING COULD SUPPORT NEARLY 400 NET NEW RESIDENTIAL UNITS OVER THE NEXT 10+ YEARS

- Concentration of rental apartment products, comprising 305 units (77% of total units), with for-sale product types comprising 90 units (23%)
  - The analysis considers the complete potential of Downtown Banning's ability to continue capturing an increasing share of housing activity throughout the region.



Note: Assumes a stabilized occupancy rate of 95% for apartments. Assumes first development could be delivered in 2027.
Source: American Community Survey (US Census); Esri; Moody's; CoStar; RCLCO

POTENTIAL RETAIL CONDITIONS

RCLCO REAL ESTATE CONSULTING

INCREASING NEW DEVELOPMENT FOR RESIDENTIAL AND HOTEL USES IN DOWNTOWN WOULD INCREASE THE DEMAND BASE FOR COMMERCIAL SPACE, HOWEVER DOWNTOWN WILL STILL NEED TO COMPETE WITH OTHER LOCAL AND REGIONAL DESTINATIONS

- The increased residential density and new potential hotel rooms in Downtown Banning would generate approximately 40,000 square feet of demand for new retail space. However, not all of that demand is likely to be captured in Downtown itself. In fact, it is likely that a meaningful portion of this new demand would flow to existing retail offerings, but the revitalization of Downtown should attempt to capture as many of those dollars as possible.
- The real opportunity for increased retail activity is to increase Downtown Banning's share of existing and growing retail demand throughout the larger competitive market area.

	FULL BUILD OUT
Total Housing Units [1]	395
CMA Average Household Income (2023$)	$102,914
Occupancy Rate [2]	96%
Percent Spent on Retail [3]	30%
Total Annual Retail Spending	$11,724,477
Sales Per Square Feet [4]	$450
Potential Demand From New Downtown Residents	**26,054**
Total Hotel Rooms [5]	120
Guests Per Room [6]	1.2
Occupancy Rate [7]	70%
Visitor Retail Spending [8]	$170
Total Annual Retail Spending	$6,254,640
Sales Per Square Feet [4]	$450
Potential Demand From New Hotel Guests	**13,899**
Potential Demand for New Retail from New Uses	**39,954**

[1] Per RCLCO assumptions.
[2] Assumes stabilized occupancy of 95% for rental units and 100% for for-sale units.
[3] Per BLS Consumer Expenditure Report
[4] Per RCLCO assumptions.
[5] Based on current plans for proposed hotel development
[6] Per RCLCO assumptions.
[7] Assumed Stabilized Occupancy
[8] Based on visitor spending patterns in the Inland Empire

Source: CoStar; Esri; City of Banning; RCLCO

ADDITIONAL RETAIL OPPORTUNITY

RCLCO REAL ESTATE CONSULTING

CURRENTLY, DOWNTOWN BANNING IS ESTIMATED TO CAPTURE LESS THAN 0.5% OF TOTAL RETAIL SPENDING FROM HOUSEHOLDS IN THE LOCAL MARKET. BRANDING EFFORTS AND NEW DEVELOPMENT SHOULD ATTEMPT TO INCREASE THAT SHARE, WHICH WOULD SUPPORT AN EXPANSION OF THE RETAIL OFFERING IN DOWNTOWN.

- Based on current households in the market area, average household income, and percent of income spent on retail, the current annual retail spending in the CMA is about $1.7 Billion.
- Based on RCLCO's analysis of retail spending in Downtown Banning (Slide 30), RLCCO has determined that retail sales in Downtown Banning are about $16.5 million per year. Based on RCLCO's SafeGraph data analysis, about 46% of retail spending in Downtown originates from the local market area. Therefore retail spending from the local market attests for about $7.6 million or a share of 0.4% of all household retail spending in the CMA.
- If Banning were to successfully increase it's capture of local retail demand by a quarter of a percentage to a full percentage, as well as maintain a similar relationship between capture of local households and other sources of demand, the incremental demand for retail could range from 17,500 square feet to as high as 88,500 square feet.

	FULL BUILD OUT
Total CMA Households	$57,450
CMA Average Household Income (2023$)	$102,914
Total Income	$5,912,409,300
Percent Spent on Retail	30%
Total Annual Retail Spending	$1,773,722,790
Current Downtown Retail Spending	$16,658,320
Percent of Retail Spending that Originates from Local Market	46%
Local Retail Spending	$7,662,827
Total Downtown Banning Retail Spending as a Percentage of Total Spending	**0.4%**

% SHARE INCREASE	SALES/SQUARE FOOT		
	400	450	500
0.25%	22,172	19,708	17,737
0.50%	44,343	39,416	35,474
1.00%	88,686	78,832	70,949

% SHARE INCREASE	SQUARE FOOTAGE INCREASE		
	400	450	500
0.25%	13.4%	11.9%	10.7%
0.50%	26.8%	23.8%	21.4%
1.00%	53.5%	47.6%	42.8%

Source: CoStar; Esri; Broker Interviews; RCLCO

RECOGNIZING THE ECONOMIC REALITIES OF THE CITY, IT IS IMPORTANT TO IDENTIFY WAYS TO GENERATE INTEREST, ACTIVITY, AND INVESTMENT WITHOUT MEANINGFUL CAPITAL SPENDING. THIS COULD INCLUDE THE FOLLOWING:

- **Awareness**
  - The City of Banning should actively promote and educate various groups, including but not limited to residents in Banning and neighboring cities, businesses, travelers along I-10, and developers, regarding what is happening and changing in Downtown Banning.
  - An important first step is a new branding and signage strategy that emphasizes what is happening in Downtown and also serves as an effective way-finding tool to provide direction regarding where to go and what to see.
  - The branding and signage should also emphasize the new and unique programming that should begin to take place and grown in Downtown. This would help to solve the question of "what is there to do there" and begin to develop some traditions and interactive events that foster a sense of place and community in the revitalized Downtown. Some examples include farmers markets, festivals, live music, etc.
- **Incentives for Development**
  - One of the most desirable and important tools to incentivize development is certainty. Anything that mitigates the risk of a lengthy and expensive entitlement process gives developers confidence that a project can move forward more efficiently and be more economically viable.
  - In addition to streamlining the planning process, the city could consider public financing options. This could include things like tax sharing agreements (e.g., transient occupancy tax), Enhanced Infrastructure Financing District (EIFD), and a Business Improvement District (a public-private partnership that provides a special assessment that can be used for funding infrastructure and other improvements). The benefits of these options are that they do not require a significant capital outlay from the city and do not increase taxes for the rest of the residents and stakeholders of the city. Instead, these are ways for these specific developers, owners, and businesses to fund the improvements that support their projects without adding additional costs that impact its viability.
- **Catalytic Project**
  - In addition to a commitment to provide incentives for development, identifying a catalytic project is an important first step in helping to build critical mass and momentum which can begin to stimulate economic growth, enhance the urban environment, and lay the groundwork for creating a more vibrant and sustainable downtown in Banning. The city already has a site across from the Banning Civic Center and interested developer that is proposing a denser development than currently exists in Downtown. The City should view itself as a partner with this developer in finding ways to expedite the planning and development of this project, while also providing other incentives and concessions that allow for an economically viable project in the near-term.

EXISTING CONDITIONS ANALYSIS

GEOGRAPHY DEFINITIONS

RCLCO REAL ESTATE CONSULTING

NEAR THE NORTHWESTERN EDGE OF RIVERSIDE COUNTY, THE CITY OF BANNING IS AN AGING COMMUNITY WITH LIMITED RECENT ECONOMIC DEVELOPMENT.

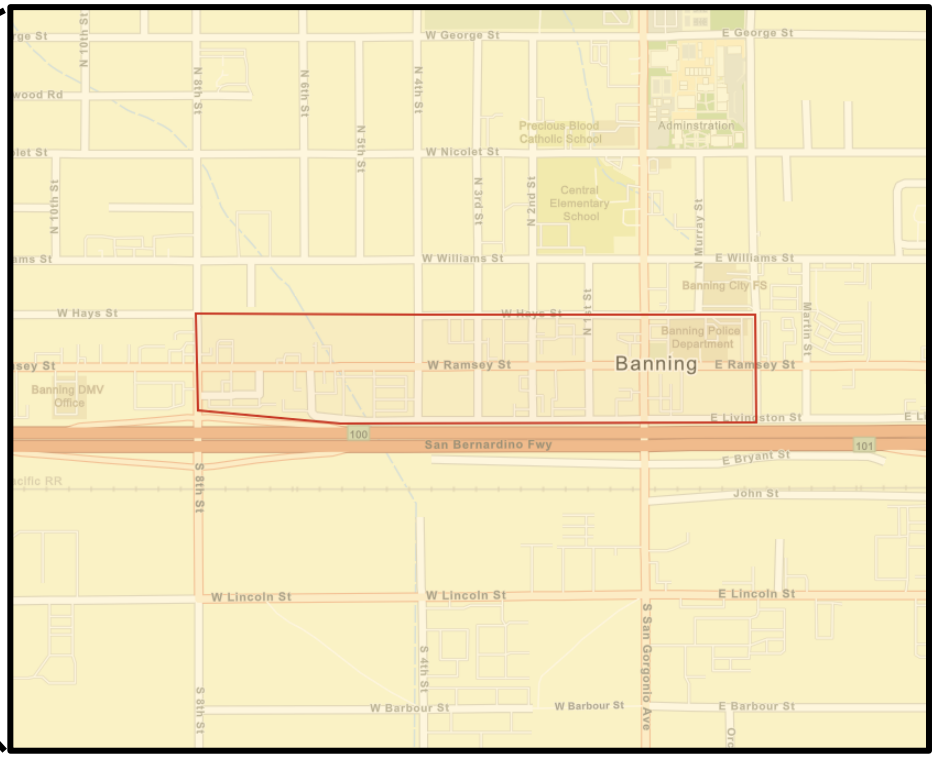
- The downtown area, spanning just over a half mile in length, is largely comprised of aging establishments and quick service restaurants and is characterized by high vacancy. Future development in Downtown Banning should benefit from high visibility as the area is adjacent to Interstate 10.

Map of Banning, Beaumont, and Surrounding Area



KEY	
	San Gorgonio Pass Area (Competitive Market Area [CMA])
	City of Banning

Map of Downtown Banning



KEY	
	Downtown Banning

Source: Esri

STRENGTHS

- **Visibility and Access:** Located adjacent to major interstate freeway I-10, the Downtown Banning area is visible and accessible from a major freeway. Further, the site is easily accessible to residents of the San Gorgonio Pass Area as well as the eastern portion of San Bernardino.

OPPORTUNITIES

- **Limited Multifamily Housing:** Banning has not had the delivery of new multifamily rental product in over 20 years and currently only has 471 market-rate multifamily rental units across 12 properties. Given the mixed-use concept, the Banning Downtown Revitalization has the opportunity to potentially deliver low-density multifamily units or attached single-family housing that would provide synergies across the retail offerings. These land uses could utilize public land to offer additional affordable housing.
- **Historic Fox Cineplex:** This historic theater, constructed in 1928, has the potential to serve as a focal point of the Banning Downtown Revitalization. This redevelopment benefits from the presence of a charming landmark, which can be leveraged to create synergies with neighboring retail and dining options and drive increased traffic to the downtown Banning area.
- **Rapidly Growing City:** The City of Banning was the fastest-growing city in California in 2020 as it grew by 3.8%. The expansion of the city is set to continue with the ongoing development of the Atwell master-planned community by Tri Pointe Homes and the developer set to deliver over 4,000 new homes to Banning.

CHALLENGES

- **Community Serving Retail:** Retail establishments currently located in the Banning Downtown area are largely community and commuter serving. The majority of these business do not attract patronage from outside the immediate Banning, and those that do are likely capturing spending from commuters due largely to the site's proximity to Interstate-10 (Jack in the Box, IHOP). The retail offerings at the site will likely need to be elevated and represent a broader array of shopping options to transform the site into a retail destination.
- **Aging and Economically Challenged Suburb:** Banning is classified as an economically challenged suburb, with lower home values and little to no population growth. The average household income in Banning in 2021 was just under $64,000, far below the average household income of $87,000 in the San Gorgonio Pass Area, and $96,000 in Riverside County. With lower incomes and an aging and elderly population, Downtown Banning needs to provide new opportunities to attract a younger, more affluent demographic to the area.

Fox Cineplex



Map of Downtown Banning

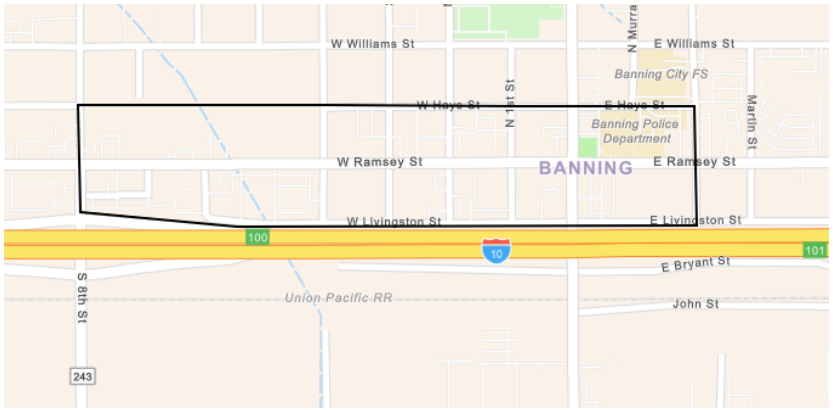


Image Source: Esri, Google Images

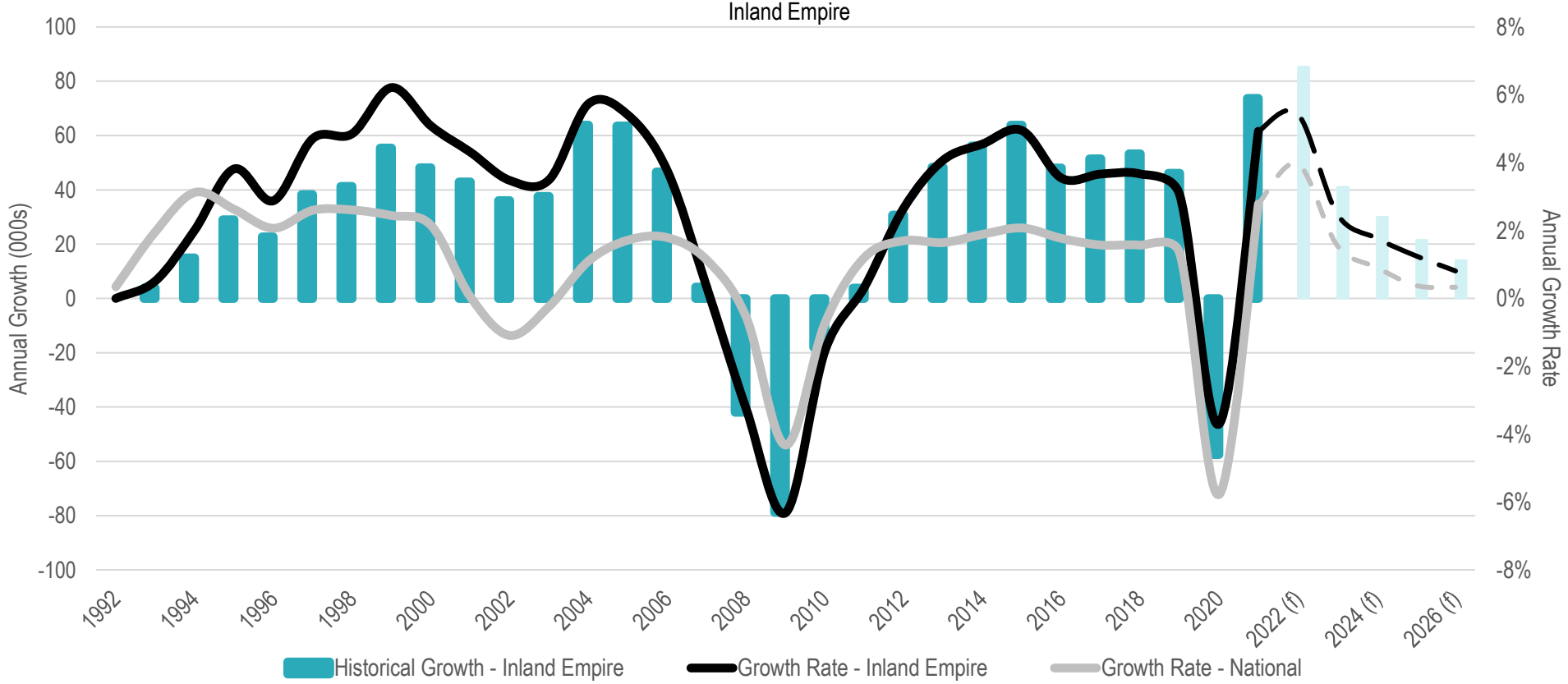
REGIONAL EMPLOYMENT GROWTH

RCLCO
REAL ESTATE CONSULTING

THE INLAND EMPIRE EXPERIENCED LESS SEVERE JOB LOSS IN 2020 THAN THE NATION AS A WHOLE, DEMONSTRATED A STRONG RECOVERY IN 2021, AND IS PROJECTED TO CONTINUE TO OUTPACE THE COUNTRY OVER THE NEXT FIVE YEARS

- Between 2011 and 2019, the Inland Empire added over 400,000 jobs, translating to average annual job growth of 3.4% per year. In comparison, the country as a whole demonstrated average annual job growth of just 1.6% during this same period.
- The Inland Empire lost nearly 58,000 jobs in 2020 following the start of the COVID-19 pandemic, representing a 3.7% downturn in job growth compared to over 6% nationally. Additionally, the Inland Empire enjoyed job growth of 4.9% in 2021 surpassing the national average of 2.8%. Further, the Inland Empire is projected to average job growth of 2.4% over the next five years versus just 1.4% nationally during the same period.

Historical and Projected Employment Growth, 1992-2026;
Inland Empire



Source: Moody's Analytics; RCLCO

REGIONAL EMPLOYMENT

RCLCO
REAL ESTATE CONSULTING

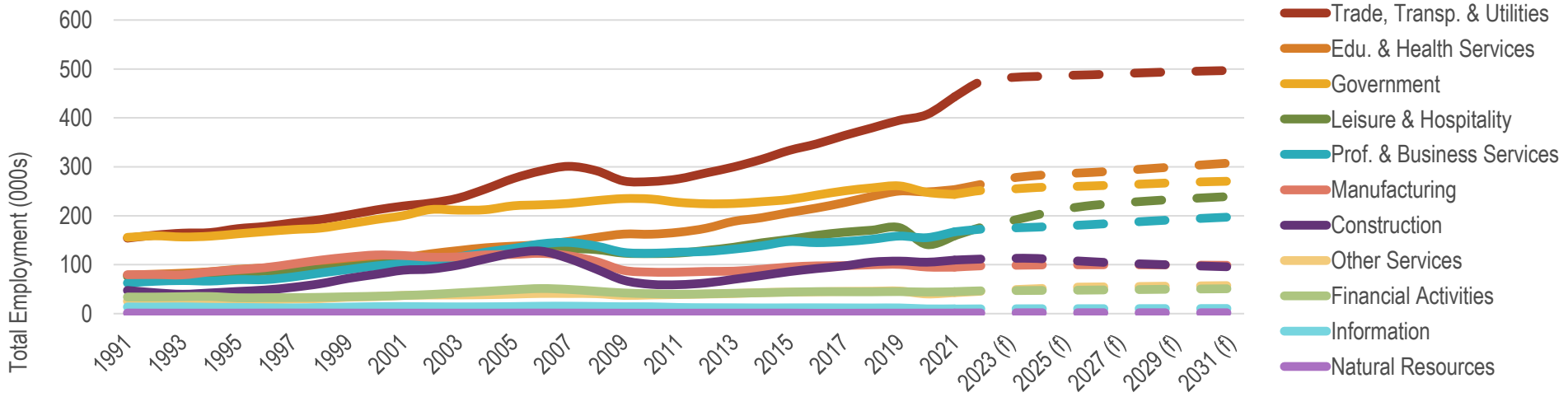
INLAND EMPIRE EMPLOYMENT IS PROJECTED TO GROW BY 10.4% OVER THE NEXT DECADE WITH CONTINUED GROWTH IN EDUCATION & HEALTH SERVICES AND PROFESSIONAL & BUSINESS SERVICES SECTORS AND A RECOVERY IN LEISURE & HOSPITALITY

- Trade, transportation, & utilities has been the primary employment sector in the Riverside MSA for more than two decades and is projected to remain well ahead of Education & health services, projected to total 497,000 and 308,000 jobs respectively in 2031.
- Education & health services surpassed government as the second largest employment sector in the Riverside MSA in 2020, and is projected to grow an additional 16.4% between 2022 and 2031.
- The recovery and continued growth of the leisure & hospitality sector is projected to account for over 80,000 jobs by 2031.
- The construction industry is projected to retract by approximately 14% over the next decade, representing a loss of over 14,000 jobs in the field.

Employment Growth and Distribution by Industry 2010-2031
Inland Empire

INDUSTRY	SHARE OF GROWTH (2010-2021)	FORECASTED GROWTH (2022-2031)	TOTAL DISTRIBUTION (2021)
Trade, Transp. & Utilities	64.2%	4.5%	41.4%
Edu. & Health Services	56.2%	16.4%	21.8%
Construction	82.8%	-14.4%	11.8%
Prof. & Business Services	35.6%	14.1%	10.5%
Leisure & Hospitality	29.5%	35.4%	8.7%
Manufacturing	11.9%	1.0%	2.4%
Government	4.0%	7.5%	2.2%
Other Services	12.4%	24.6%	1.1%
Financial Activities	10.3%	8.8%	1.0%
Natural Resources	35.9%	17.2%	0.1%
Information	-31.9%	5.6%	-1.1%
TOTAL	36.3%	10.4%	100.0%

Historic Projected Employment by Industry, 1991-2031;
Inland Empire



Source: Moody's Analytics, RCLCO

BANNING IS AN ECONOMICALLY DISADVANTAGED CITY WITH A SIGNIFICANT PROPORTION OF HOUSEHOLDS (52.5%) EARNING LESS THAN $50,000 ANNUALLY AND HISTORICAL HOUSEHOLD GROWTH (0.2% BETWEEN 2010 AND 2021) MUCH LOWER THAN SURROUNDING COMMUNITIES (1.0%+)

CHARACTERISTIC	CITY OF BANNING	SAN GORGONIO PASS AREA	RIVERSIDE COUNTY	CALIFORNIA
POPULATION				
2000	23,913	92,065	1,545,387	33,871,648
2010	29,603	134,658	2,189,641	37,253,956
2021	30,352	155,491	2,454,022	39,476,705
2026	31,740	163,765	2,587,751	40,507,842
Growth Rate (2000-2010)	2.2%	3.9%	3.5%	1.0%
Growth Rate (2010-2021)	0.2%	1.3%	1.0%	0.5%
Growth Rate (2021-2026)	0.9%	1.0%	1.1%	0.5%
Per Capita Income (2021)	$23,220	$30,811	$29,814	$38,272
HOUSEHOLDS				
2000	8,791	34,107	506,218	11,502,870
2010	10,838	47,596	686,260	12,577,498
2021	11,037	54,861	763,728	13,283,432
2026	11,509	57,616	800,787	13,615,954
Growth Rate (2000-2010)	2.1%	3.4%	3.1%	0.9%
Growth Rate (2010-2021)	0.2%	1.3%	1.0%	0.5%
Growth Rate (2021-2026)	0.8%	1.0%	1.0%	0.5%
Average Household Size (2021)	2.75	2.83	3.21	2.97
Average Household Income (2021)	$63,776	$87,217	$95,683	$113,468
HOUSEHOLDS AGE DISTRIBUTION (2021)				
Under 35	14.4%	15.5%	19.3%	19.4%
35-54	22.5%	30.9%	35.3%	36.2%
Over 55	63.1%	53.6%	45.4%	44.4%
HOUSEHOLDS INCOME DISTRIBUTION (2021)				
Under $50,000	52.5%	36.8%	33.5%	31.6%
$50,000-$99,999	29.9%	30.5%	31.3%	27.7%
Over $100,000	17.6%	32.7%	35.2%	40.6%
HOUSEHOLD RENTER PROPENSITY				
Renter Propensity (2000)	28.4%	27.2%	31.1%	43.1%
Renter Propensity (2010)	31.6%	26.5%	32.6%	44.1%
Renter Propensity (2021)	32.9%	25.2%	32.0%	44.3%
Renter Propensity (2026)	31.7%	24.4%	31.6%	44.2%
Renter Propensity of Growth (2000-2010)	45.3%	24.7%	36.9%	54.5%
Renter Propensity of Growth (2010-2021)	102.5%	16.4%	26.5%	47.8%
Renter Propensity of Growth (2021-2026)	2.8%	8.4%	22.0%	42.1%
Renter Growth Rate (2000-2010)	3.2%	3.1%	3.6%	1.1%
Renter Growth Rate (2010-2021)	0.5%	0.8%	0.8%	0.5%
Renter Growth Rate (2021-2026)	0.1%	0.3%	0.7%	0.5%

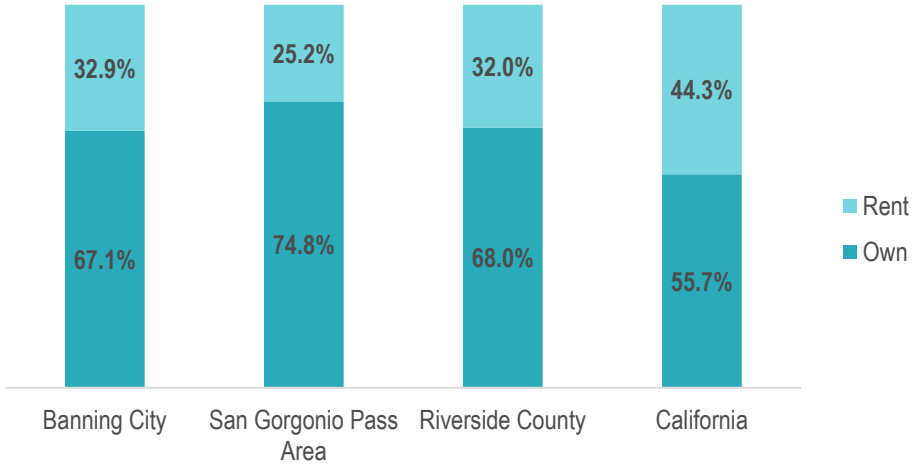
Note: The Competitive Market Area above is the geography defined on page 16.

Source: Esri; RCLCO

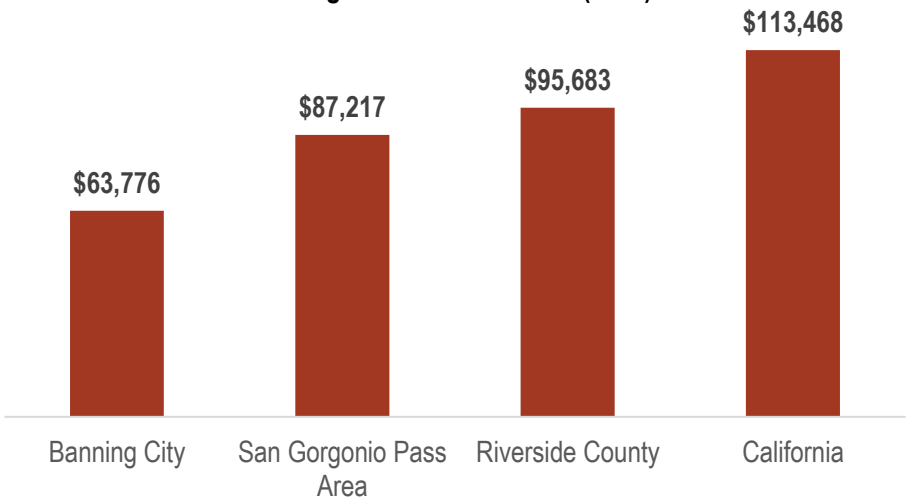
DEMOGRAPHIC OVERVIEW

THE CITY OF BANNING HAS A GREATER RENTER PROPENSITY AND LOWER AVERAGE HOUSEHOLD INCOME THAN THE BROADER SAN GORGONIO PASS AREA AND IS PROJECTED TO HAVE SLOWER HOUSEHOLD GROWTH OVER THE NEXT FIVE YEARS

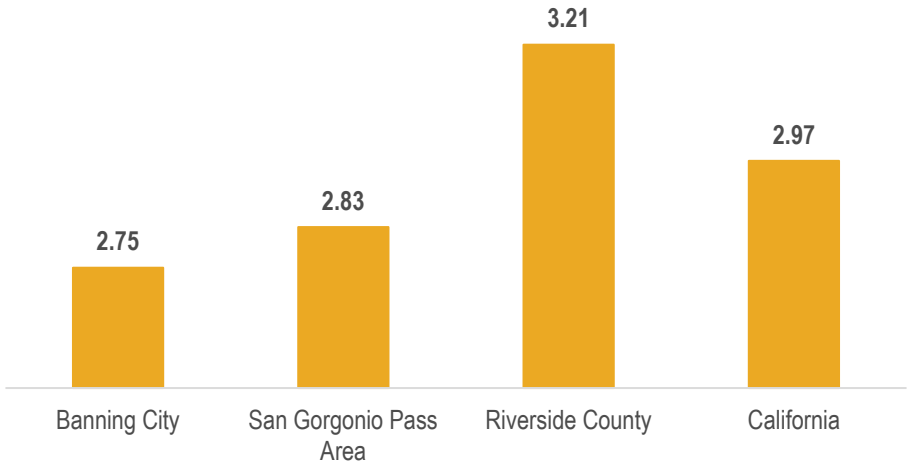
Tenure – Household Type (2021)



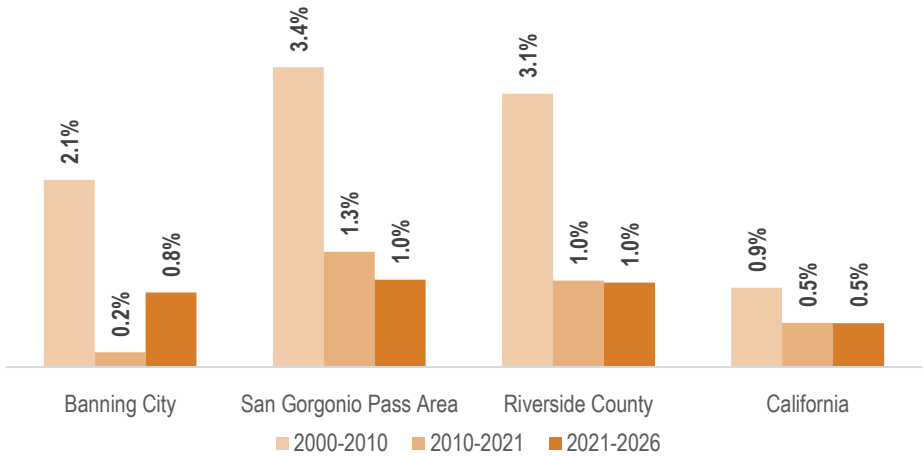
Average Household Income (2021)



Average Household Size (2021)



Annual Household Growth Rate



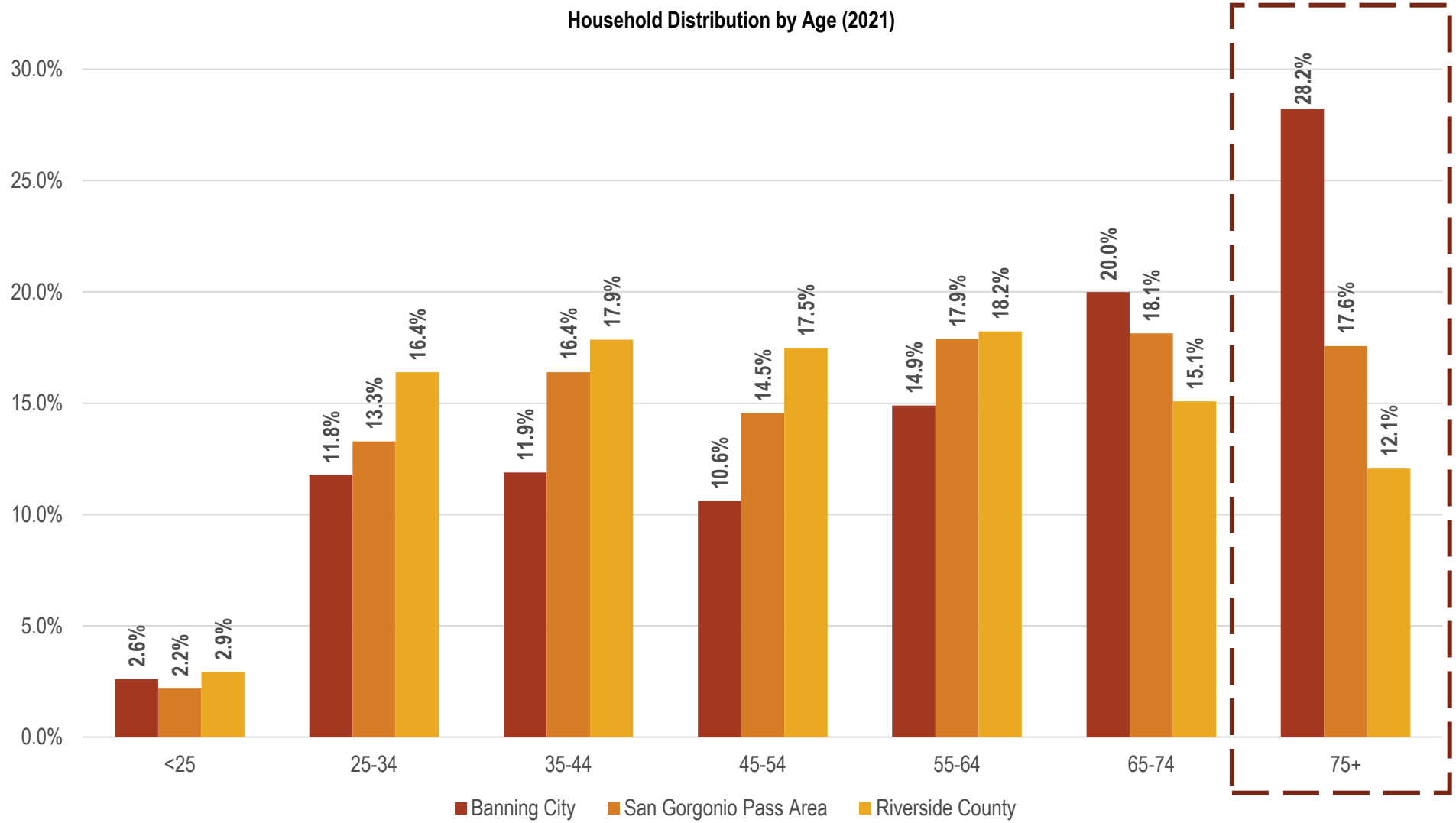
Note: The Banning-Beaumont and Surround Areas above is the geography defined on page 14.

Source: Esri; RCLCO

HOUSEHOLDS BY AGE

RCLCO REAL ESTATE CONSULTING

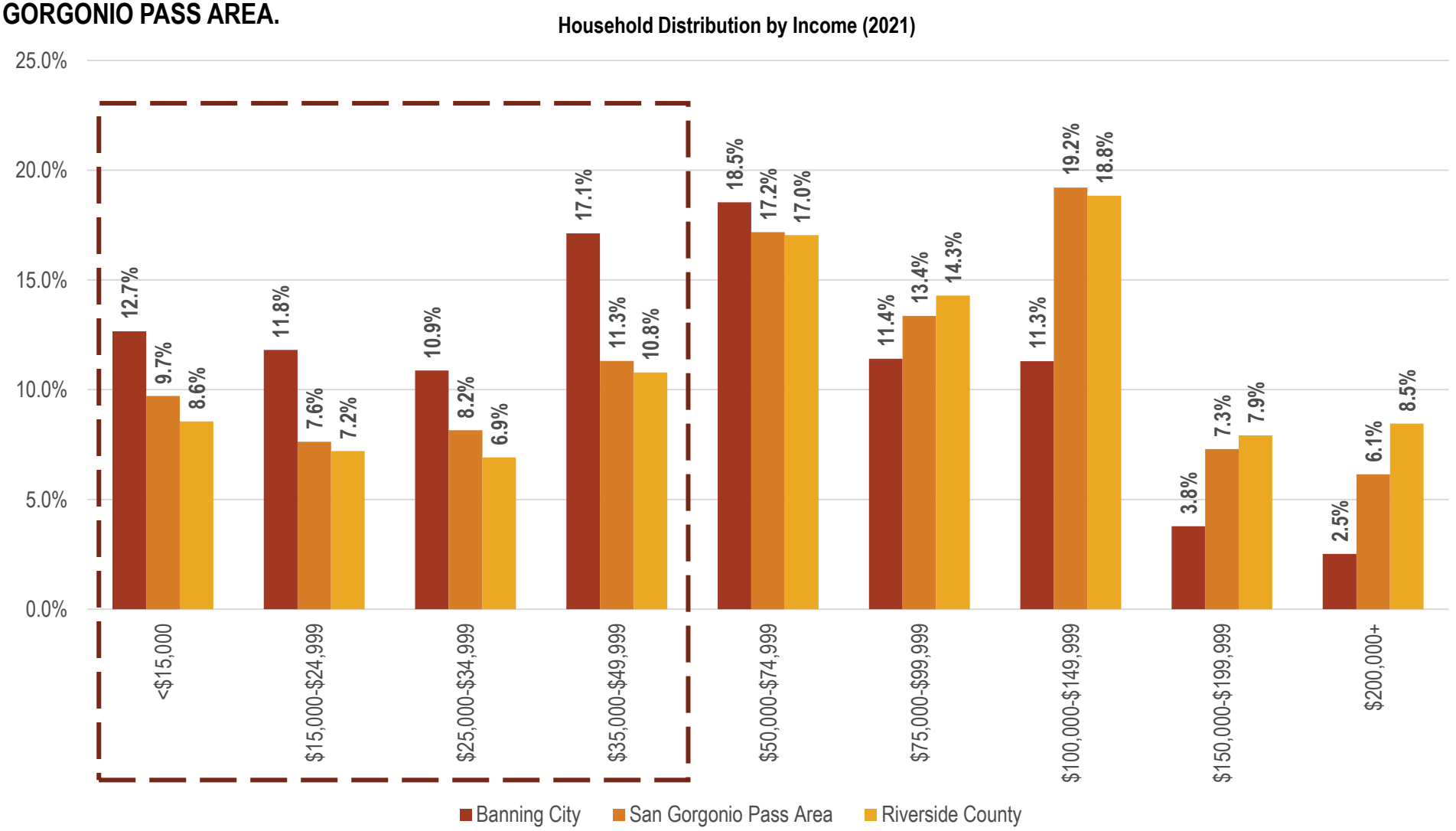
BANNING HOUSEHOLDS SKEW OLDER, WITH 48.2% OF HOUSEHOLDS OVER THE AGE OF 65; COMPARED TO 35.7% IN THE SAN GORGONIO PASS AREA, AND 27.2% IN ALL OF RIVERSIDE COUNTY



Source: Esri; RCLCO

HOUSEHOLDS BY INCOME

BANNING HAS A HIGH PROPORTION OF LOW-INCOME HOUSEHOLDS WITH 52.5% OF HOUSEHOLDS EARNING LESS THAN $50,000 AND 24.5% EARNING LESS THAN $25,000 ANNUALLY; COMPARED TO 36.8% AND 17.3% RESPECTIVELY IN THE SAN GORGONIO PASS AREA.



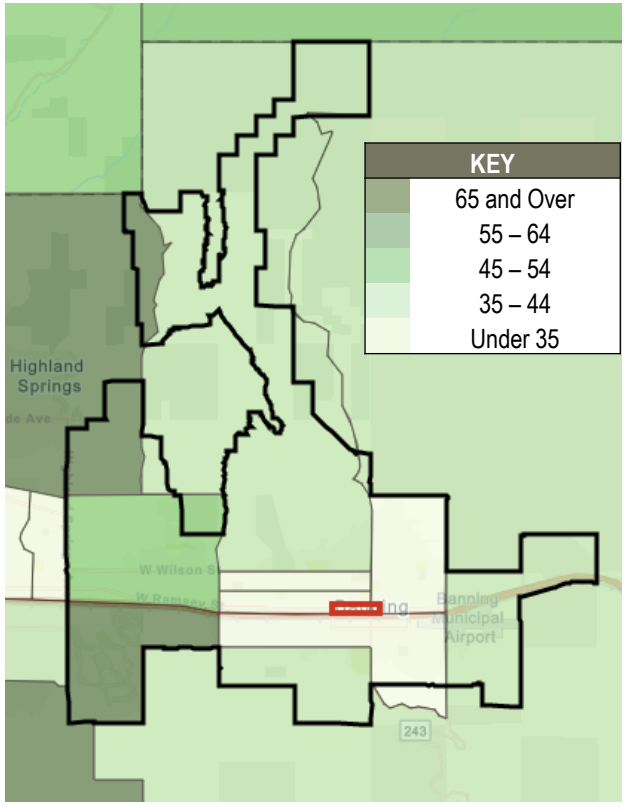
Source: Esri; RCLCO

BANNING DEMOGRAPHIC DISTRIBUTION

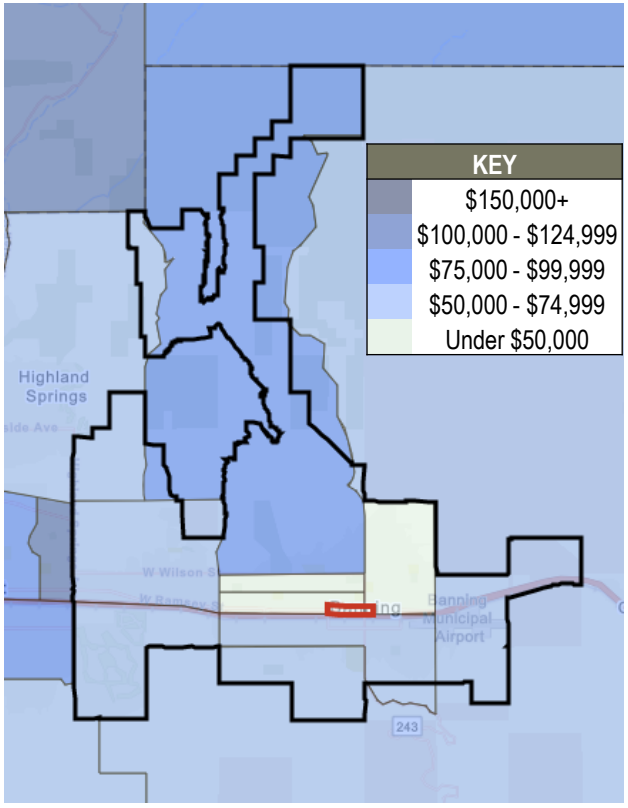
RCLCO
REAL ESTATE CONSULTING

HOUSEHOLD GROWTH IN BANNING HAS BEEN LIMITED OVER THE LAST DECADE AS THE CITY IS AN AGING COMMUNITY, THE MAJORITY OF RESIDENTS ARE OVER THE AGE OF 55, SKEWING MUCH OLDER THAN SURROUNDING AREAS. BANNING HAS A HIGH PROPORTION OF HOUSEHOLDS EARNING LESS THAN $75,000 THOUGH CENSUS TRACTS IN NEARBY COMMUNITIES ARE MORE AFFLUENT.

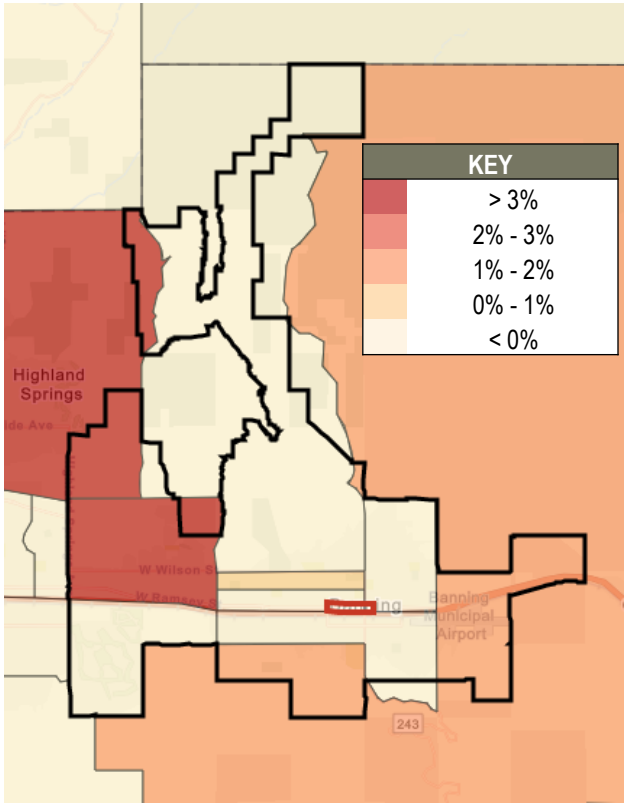
Median Age by Census Tract
Banning, 2022



Median Household Income by Census Tract,
Banning, 2022



Household Growth by Census Tract,
Banning, 2010 - 2022



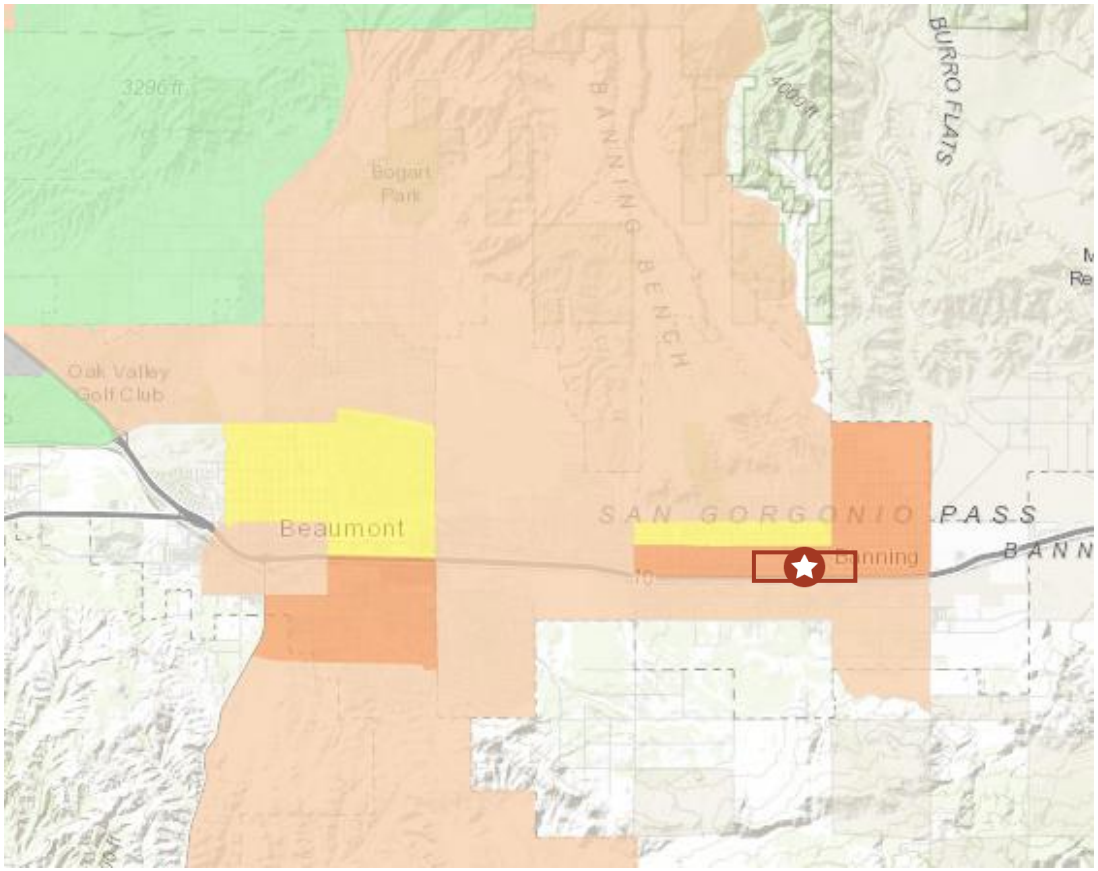
Source: Esri; RCLCO

NEIGHBORHOOD ATLAS

RCLCO REAL ESTATE CONSULTING

BANNING PRIMARILY CONSISTS OF GREENFIELD VALUE SUBURBS, THOUGH DOWNTOWN BANNING IS CHARACTERIZED AS AN ECONOMICALLY CHALLENGED SUBURB CONSISTING OF LOWER VALUE HOMES WITH LIMITED RECENT POPULATION GROWTH

Neighborhood Atlas Map;
Diamond Bar and surrounding neighborhoods - 2020



Downtown Banning

RCLCO Advisory: The Updated Neighborhood Atlas: A Roadmap to Growth Patterns in the Last Decade

URBAN

- **ECONOMIC CENTER:** Significant concentrations of employment and often the historic urban cores of cities
- **EMERGING ECONOMIC CENTER:** Well-located but underutilized locations; rapidly densifying from single-family/low- density to new mixed-use cores
- **MIXED-USE DISTRICT:** Situated near major employment cores, tend to be residentially focused, typically with high-density housing and upscale retail
- **HIGH-END NEIGHBORHOOD:** Low-density and high-value single-family housing
- **STABLE NEIGHBORHOOD:** Historically working-class with diverse housing types, though many are gentrifying
- **CHALLENGED NEIGHBORHOOD:** Predominately residential with significantly lower home values and rents, along with high vacancy and unemployment rates

SUBURBAN

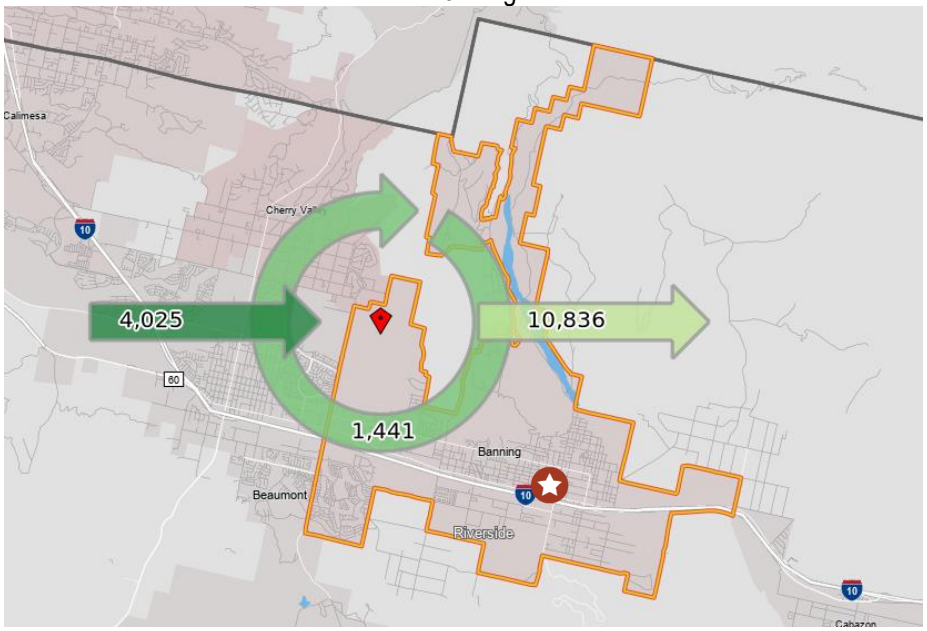
- **ESTABLISHED HIGH-END:** High home values and established development patterns
- **STABLE MIDDLE-INCOME:** Wide variety of home values that are attainable to a range of households
- **ECONOMICALLY CHALLENGED:** Lower home values and have seen little to no population growth in recent years
- **GREENFIELD LIFESTYLE:** Bulk of new development at suburban fringe, often near established high-end suburbs
- **GREENFIELD VALUE:** At suburban fringe, often adjacent to stable or economically challenged areas or near low-wage job concentrations

BANNING LIVE/WORK TRENDS

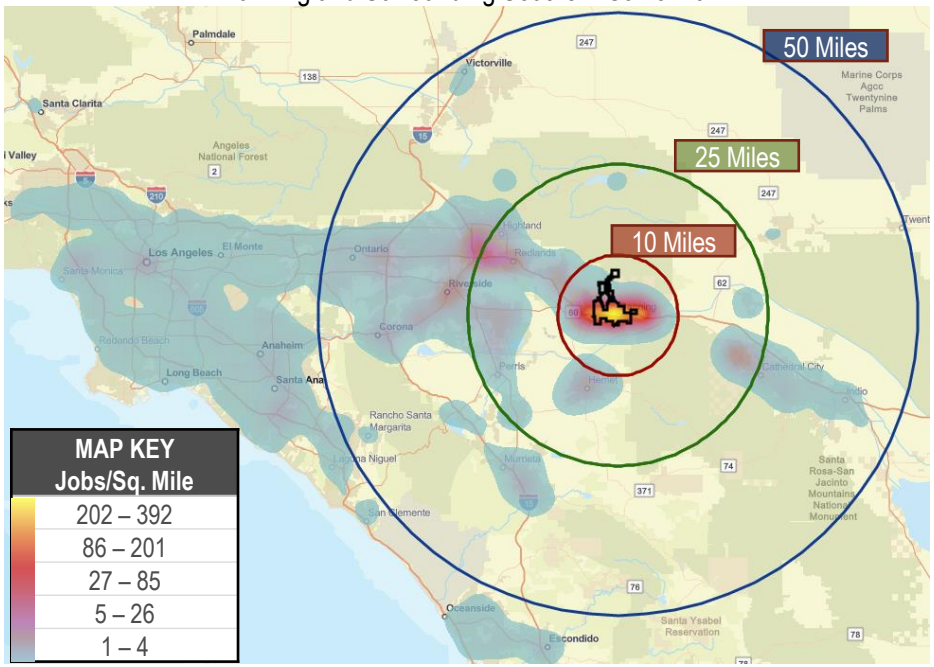
RCLCO REAL ESTATE CONSULTING

THE MAJORITY (88%) OF BANNING RESIDENTS WORK OUTSIDE OF THE CITY, WITH A SIGNIFICANT PORTION (55.4%) COMMUTING GREATER THAN 25 MILES TO WORK. HIGHER-DENSITY BUSINESS CORES ALONG INTERSTATE-10, SAN BERNARDINO, RIVERSIDE, AND PALM SPRINGS ARE KEY EMPLOYMENT CENTERS FOR BANNING RESIDENTS

Work Patterns, 2019
Banning



Employment Locations of Residents, 2019
Banning and Surrounding Southern California



INFLOW/OUTFLOW JOB COUNTS	COUNT	SHARE
Employed in the Selection Area	**5,466**	**100%**
Employed in the Selection Area but Living Outside	4,025	73.6%
Employed and Living in the Selection Area	1,441	26.4%
Living in the Selection Area	**12,277**	**100%**
Living in the Selection Area but Employed Outside	10,836	88.3%
Living and Employed in the Selection Area	1,441	11.7%

COMMUTE DISTANCE OF BANNING RESIDENTS	COUNT	SHARE
TOTAL PRIMARY JOBS	**12,277**	**100%**
Less than 10 miles	3,160	25.7%
10 to 24 miles	2,317	18.9%
25 to 50 miles	3,055	24.9%
Greater than 50 miles	3,745	30.5%

Downtown Banning

Source: Census on the Map; Esri; RCLCO

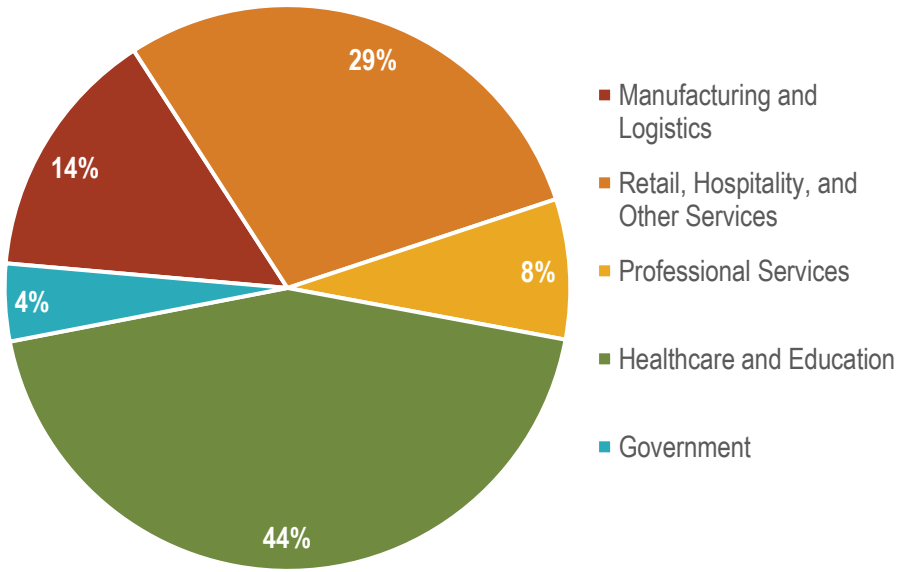
BANNING LIVE/WORK TRENDS

RCLCO REAL ESTATE CONSULTING

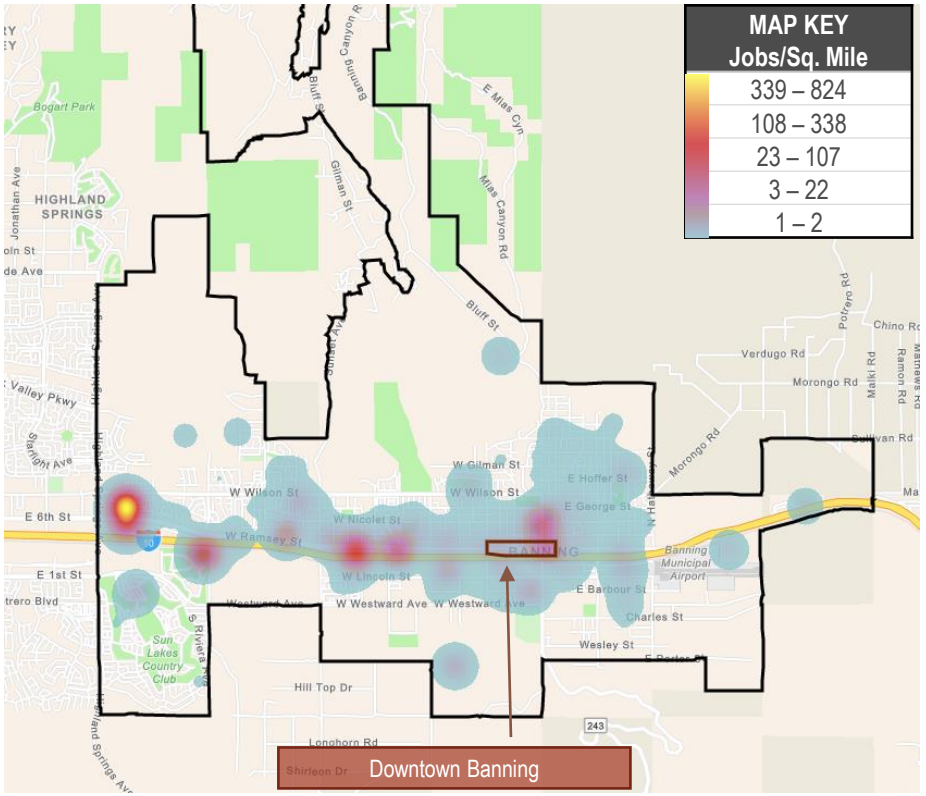
EMPLOYMENT IN BANNING IS CONCENTRATED ALONG RAMSEY STREET WHICH RUNS ADJACENT TO INTERSTATE-10

- The majority of employees commute into Banning, with only 1,440 Banning residents working within the city. Majority of workers are between the ages of 30 and 54 (52%) and are heavily concentrated in the healthcare and education industry (44%).
- Employment in Banning is broadly distributed market with a few major large employers, primarily in the public sector. The largest employers in Banning are the Banning Unified School District (570 employees), the San Gorgonio Memorial Hospital (375 employees), the Smith Correctional Facility (137 employees), and the Banning Justice Center, a part of the Superior Court of California (approximately 70 employees).
- Greater than 88% of residents of Banning commute outside of the city for work and nearly 75% of the employees of Banning reside outside of the city.

Employment by Sector, 2019
Banning



Heat Map of Banning Employment, 2019



PRIMARY JOBS	COUNT	SHARE
Employed in the Selection Area	**5,466**	**100%**
Worker Age		
Age 29 or younger	1,198	21.9%
Age 30 to 54	2,844	52.0%
Age 55 or older	1,424	26.1%

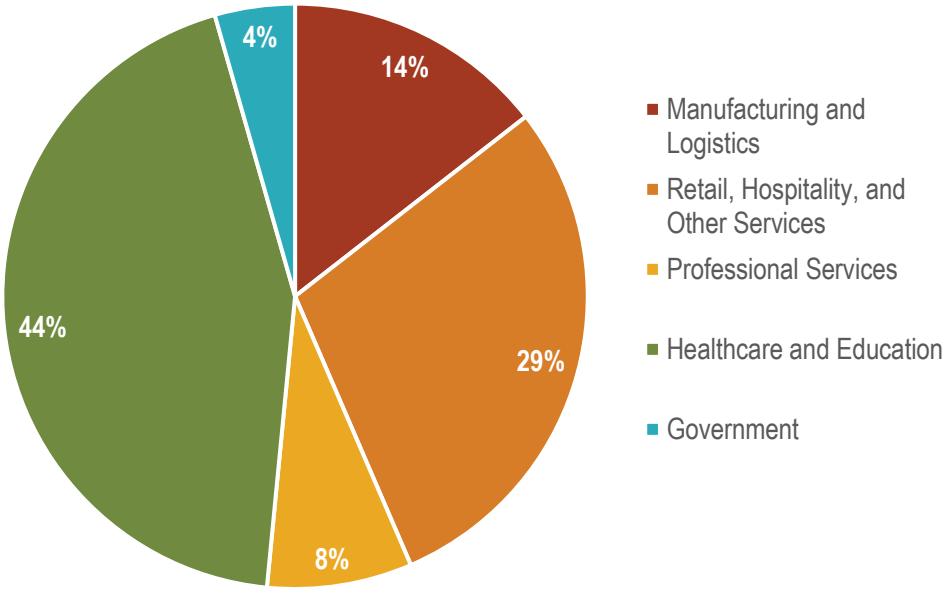
Source: City of Banning; Riverside County; Census on the Map; Esri; RCLCO

BANNING EMPLOYMENT COMPARISON

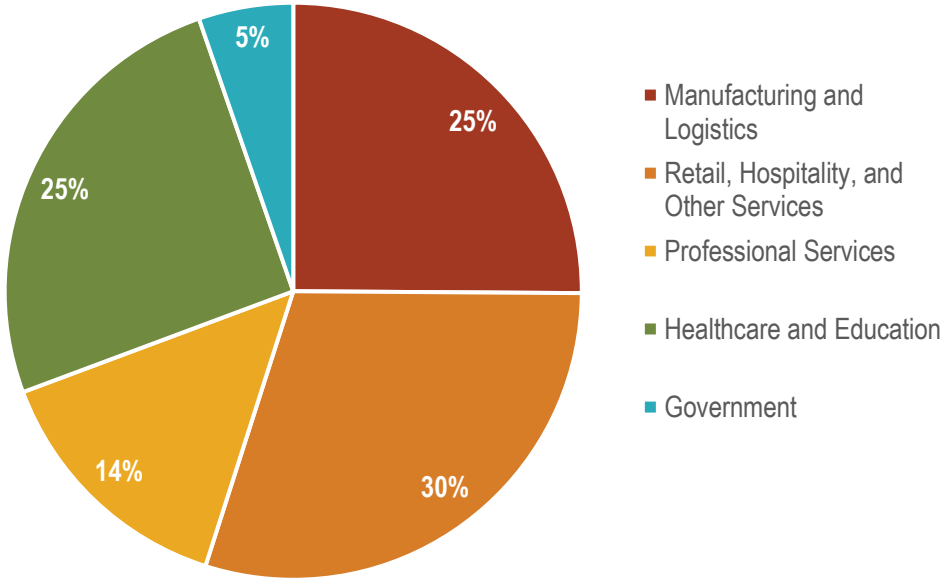
RCLCO REAL ESTATE CONSULTING

HIGH CONCENTRATION OF MANUFACTURING AND LOGISTICS EMPLOYEES LIVE IN BANNING AND ARE LIKELY COMMUTING OUT OF THE CITY FOR WORK.

Employed in Banning by Employment Sector
2019



Residents of Banning by Employment Sector
2019



	EMPLOYED IN BANNING	% OF TOTAL	RESIDENTS OF BANNING	% OF TOTAL
Manufacturing and Logistics	791	14%	3,082	25%
Retail, Hospitality, and Other Services	1,588	29%	3,661	30%
Professional Services	438	8%	1,767	14%
Healthcare and Education	2,407	44%	3,116	25%
Government	242	4%	651	5%
TOTAL	**5,466**	**100%**	**12,277**	**100%**

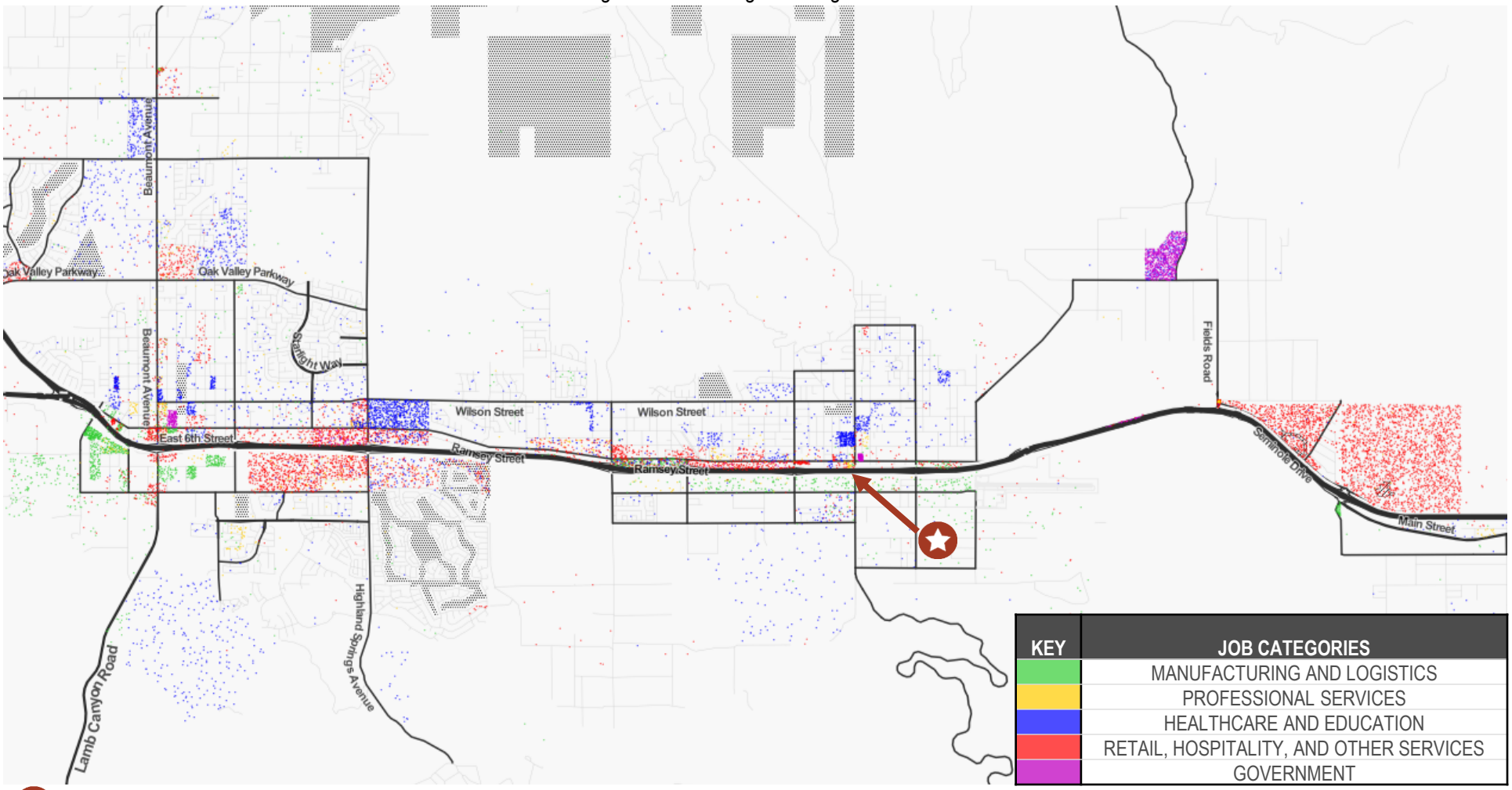
Source: Census on the Map; RCLCO

EMPLOYMENT IN BANNING

RCLCO
REAL ESTATE CONSULTING

EMPLOYMENT IN BANNING IS CHARACTERISTICALLY DISTRIBUTED ACROSS SMALLER RETAIL AND PROFESSIONAL SERVICES EMPLOYERS, WITH A NUMBER OF LARGER PUBLIC EMPLOYERS IN THE GOVERNMENT AND HEALTHCARE AND EDUCATION SECTORS.

Employment by Sector, 2019;
Banning and Surrounding San Gorgonio Pass Area



Downtown Banning

Source: US Census; RCLCO, Inspired by Employment in America, 2014 – Robert Manduca

SUBMARKET OVERVIEW

BANNING HAS NOT EXPERIENCED NEW APARTMENT DEVELOPMENT IN OVER 30 YEARS AND DESPITE LIMITED INVENTORY HAS HIGHER LEVELS OF VACANCY THAN THE SURROUNDING SAN GORGONIO PASS AREA, LIKELY DRIVEN BY THE VINTAGE (OLDER AGE) OF SUPPLY OF AVAILABLE UNITS IN BANNING

Map of San Gorgonio Pass Area and Banning



	BANNING	SAN GORGONIO PASS AREA	INLAND EMPIRE
CURRENT CHARACTERISTICS (2022 YTD)			
Properties	12	35	1,429
Units	471	1,986	157,057
Avg. Effective Rent	$1,372	$1,360	$2,018
Vacancy	8.1%	3.6%	3.1%
SHORT-TERM TRENDS (2017-2021)			
Avg. Rent Growth	5.8%	6.0%	7.6%
Avg. Vacancy	8.3%	4.3%	3.9%
Avg. Net Absorption	1	7	2,126
Avg. Completions	0	0	1,593
LONG-TERM TRENDS (2007-2021)			
Avg. Rent Growth	2.7%	2.3%	3.6%
Avg. Vacancy	8.6%	5.9%	5.4%
Avg. Net Absorption	0	7	1806
Avg. Completions	0	3	1491

Source: CoStar; Esri; RCLCO

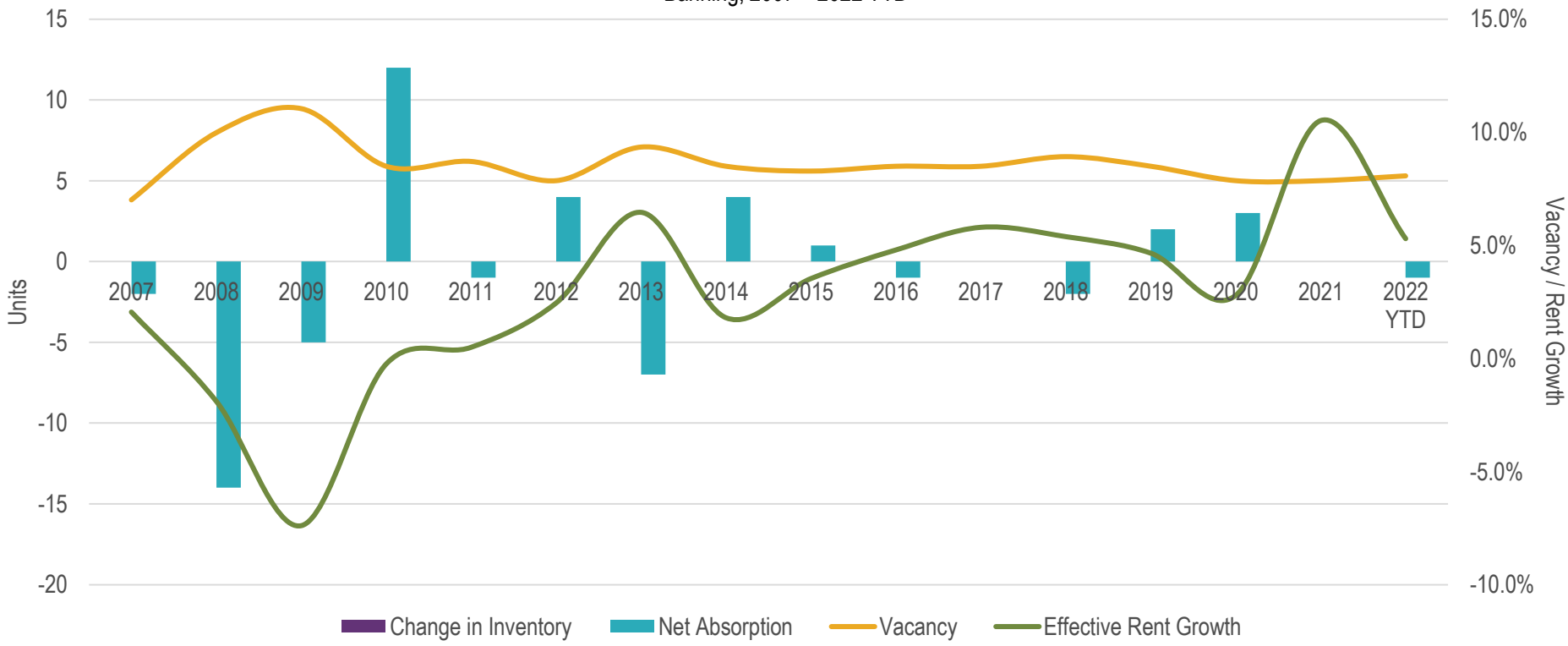
RENTAL APARTMENT MARKET

RCLCO
REAL ESTATE CONSULTING

WITH NO NEW INVENTORY THE APARTMENT MARKET IN BANNING IS RELATIVELY STAGNANT. HOWEVER, BANNING EXPERIENCED SIZEABLE RENT GROWTH OF 10.5% IN 2021 DESPITE VACANCY REMAINING LARGELY UNCHANGED

- Most apartment markets experienced significant rent growth in 2021 due to increased demand as employment markets began to recover from the impacts of the Covid-19 pandemic lockdowns.
- The pandemic also catalyzed outward migration from larger urban areas towards the Coachella Valley and the Inland Empire. The influx of new renters further pressured the rental market which may have had a spillover effect on rents in Banning.
- The historically large rent growth of 2021 is amplified by the limited inventory within the City of Banning with an inventory of fewer than 500 total apartments. With vacancy steady around 8%, and no absorption (positive or negative) in 2021, increased rents are likely a result of the small sample size and heavy influence from nearby markets.

Completions, Absorptions, Vacancy, and Rent Growth
Banning; 2007 – 2022 YTD



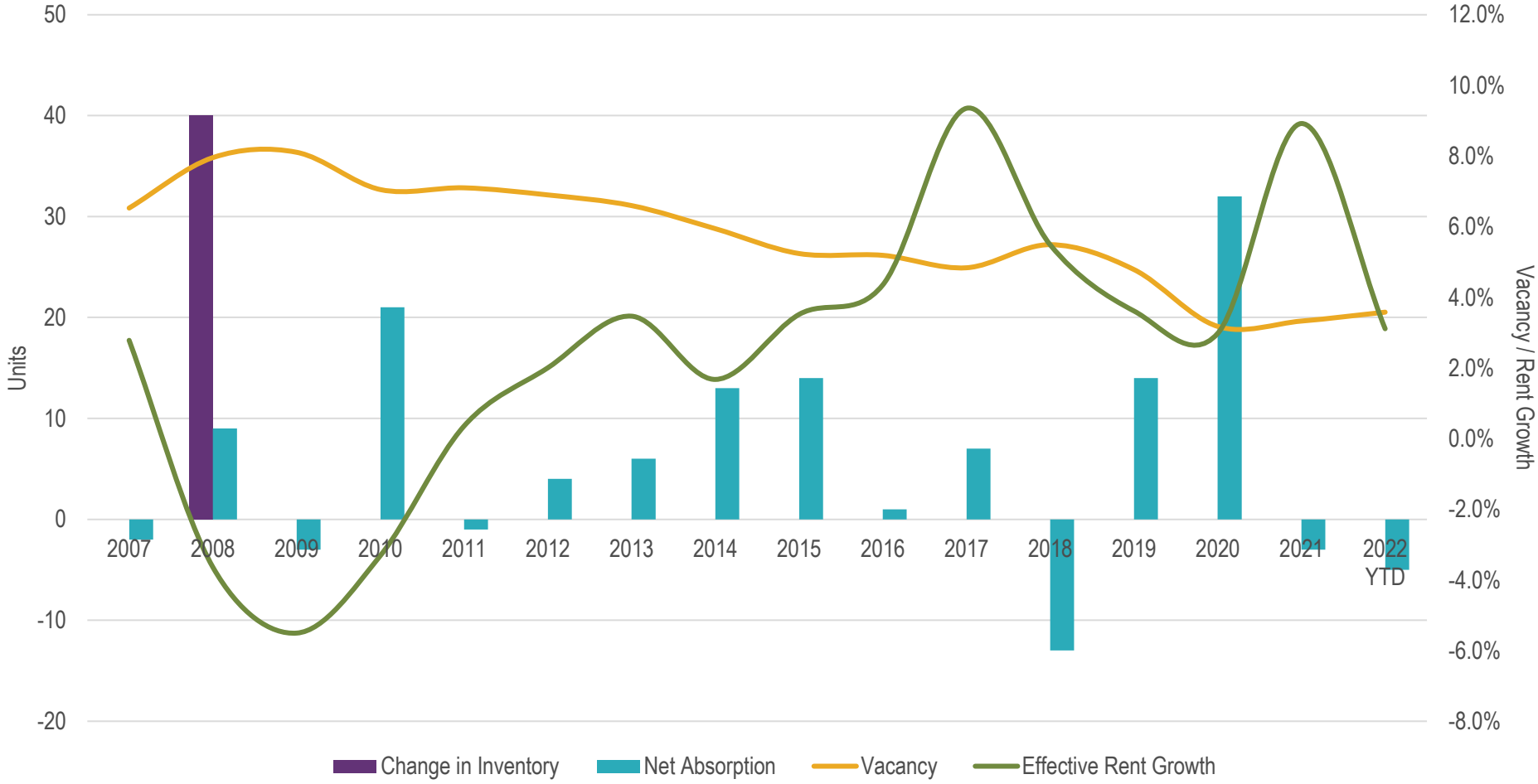
Source: CoStar; RCLCO

RENTAL APARTMENT MARKET

RCLCO
REAL ESTATE CONSULTING

THE SAN GORGONIO PASS AREA LAST SAW NEW DEVELOPMENT IN 2008 AND FOLLOWING A SHORT-LIVED INCREASE IN VACANCY HAS EXPERIENCED DECLINING VACANCY NEARLY EVERY YEAR SINCE 2009. RENT GROWTH OF 8.9% IN 2021 WAS A NEAR RECORD-HIGH FOR THE AREA, EXCEEDED ONLY BY 9.3% RENT GROWTH IN 2017

Completions, Absorptions, Vacancy, and Rent Growth
San Gorgonio Pass Area; 2007 – 2022 YTD



Source: CoStar; RCLCO

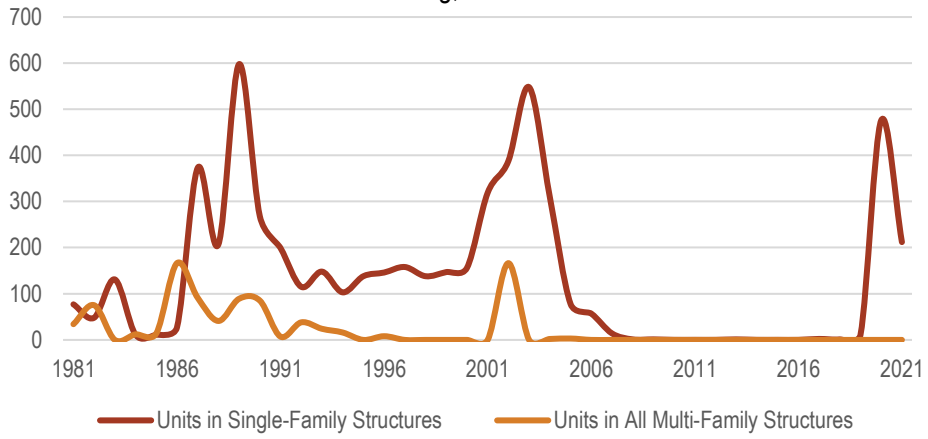
BUILDING PERMITS

RCLCO
REAL ESTATE CONSULTING

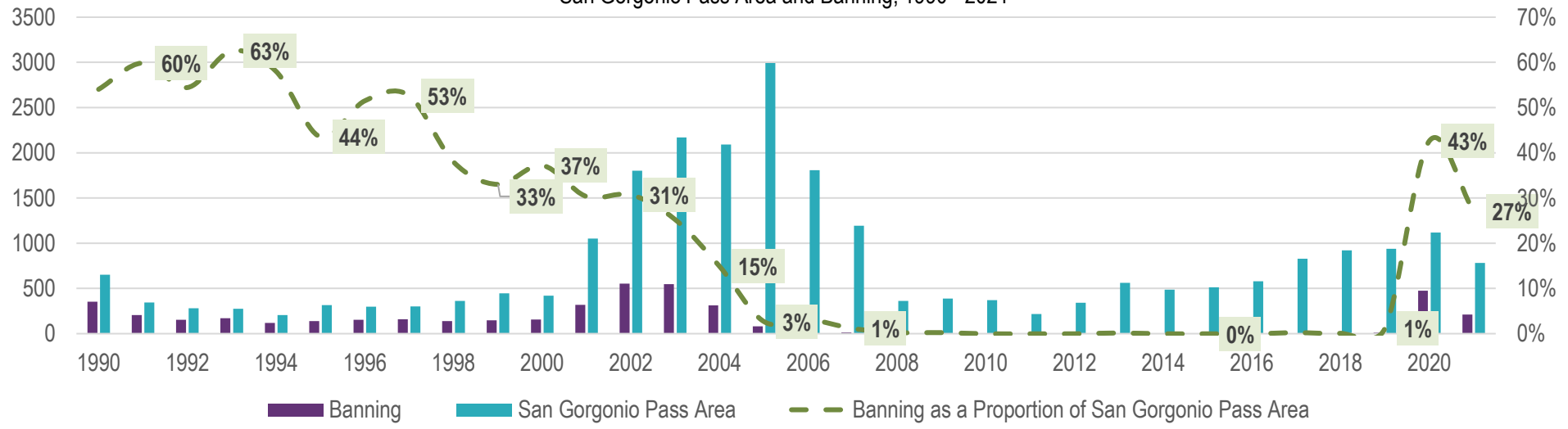
NEW DEVELOPMENT IN BANNING DROPPED OFF PRECIPITOUSLY AFTER 2003, BUT IN 2020 SURGED AND IS AGAIN GROWING A PROPORTION OF DEVELOPMENT IN THE SAN GORGONIO PASS AREA

- After declining from the late 1990s until the early 2000s, building permits rapidly declined in the in Banning beginning in 2003, and in the San Gorgonio Pass Area a few years later in 2005.
- While the number of units from building permits in the San Gorgonio Pass Area have not yet reached pre-financial crisis levels, permits in Banning in 2020 were the highest since 2003. As a proportion of the broader area, permits in Banning exceeded 40% for the first time since 1997.
- Since 1996 Banning has permitted only 171 multifamily units, which occurred between 2002 and 2005. Despite Banning beginning to permit a greater number of single-family units in 2020, there has been a significant absence of multi-family units being permitted over the past few decades.

Building Permits by Year;
Banning; 1981-2021



Residential Building Permits Comparison;
San Gorgonio Pass Area and Banning; 1990 - 2021



Source: U.S. Department of Housing and Urban Development; RCLCO

A BOOM IN NEW HOUSING CONSTRUCTION IN BANNING WILL LIKELY ATTRACT RELATIVELY HIGHER EARNING HOUSEHOLDS

The median home value in Banning as of 2021 was just under $310,000 compared to roughly $369,000 in the San Gorgonio Pass Area and nearly $434,000 for Riverside County.

- The Atwell master-planned community by Tri Pointe Homes began selling new homes in Banning in 2020 and at build out is planned to provide over 4,400 new homes in the city. The developer currently has three actively selling communities in Banning; Landmark, Horizon, and Arroyo. The Cienega and Centerstone communities have already sold out.
  - The Arroyo neighborhood offers three to five-bedroom homes ranging from nearly 1,800 square feet to just under 2,300 square feet with three to five bedrooms and a two-car garage. Pricing for Arroyo ranges from $478,000 to $490,000.
  - The homes in the Landmark community range in size from 2,140 square feet to 2,625 square feet and offer three to four bedrooms with a two-car garage and are priced between $498,000 and $526,000.
  - Horizon provides larger homes, ranging from 2,430 square feet to nearly 3,300 square feet with four or five bedrooms and a three-car garage. These homes are priced from $533,000 to over $590,000.
- The population of Banning could increase by roughly 12,000 people with the introduction of these new homes (4,400 homes at an average household size of 2.75). This would represent a 40% population increase over the current population of 30,000 and would account for 29% of city's the population at build out.
  - Given the expected positioning of these communities, the growth is likely to be concentrated among young families moving to the area in search of new, quality housing in a master-planned setting.
  - This tremendous increase of new households will likely generate substantial retail demand as demographics shift younger and more affluent.

Land Use Plan for the Atwell Master-Planned Community

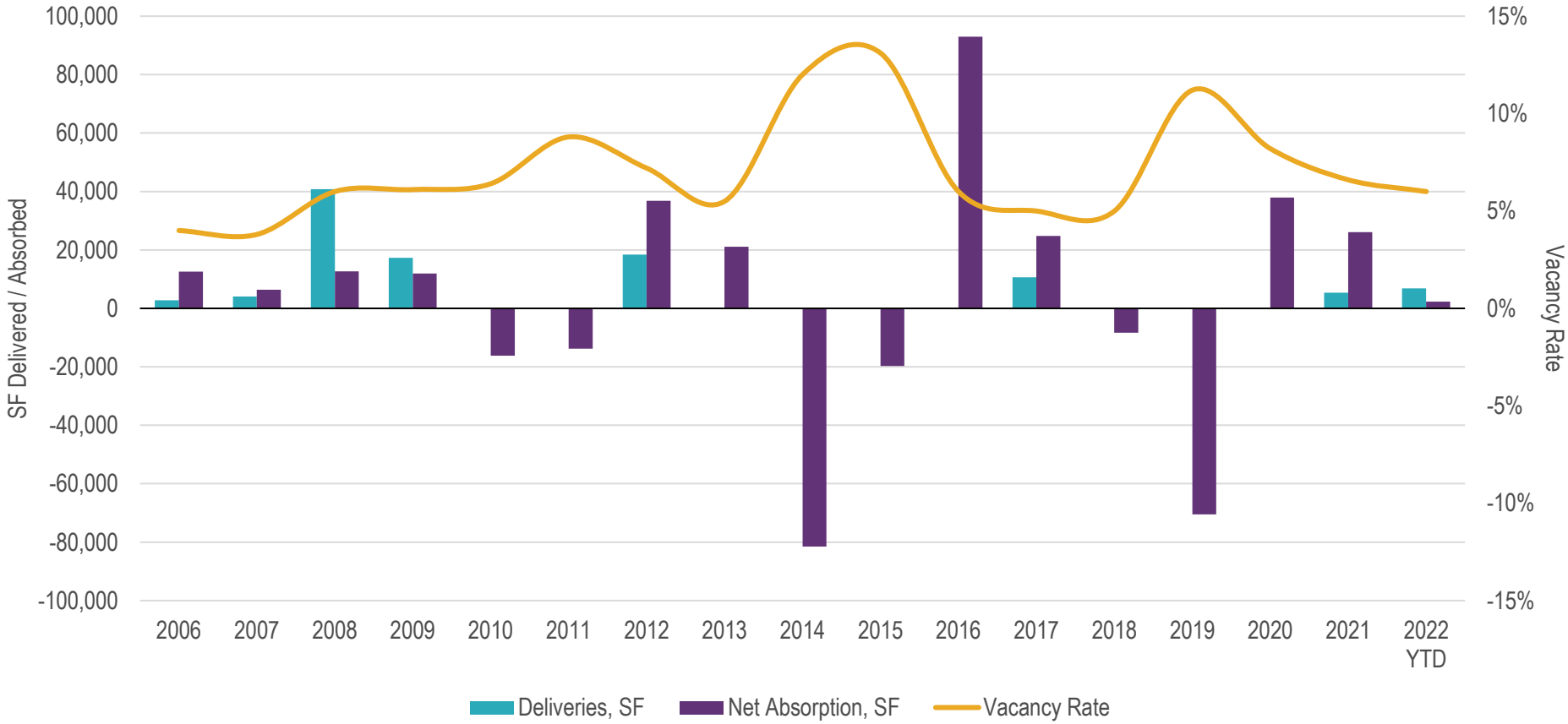


Source: Tri Pointe Homes; New Home Source

THE CITY OF BANNING HAS HAD LIMITED RETAIL DELIVERIES OVER THE PAST DECADE WHICH COMBINE FOR JUST OVER 41,000 SQUARE FEET OF NEW RETAIL SPACE

- There was significant negative net absorption of over 70,000 square feet in 2019 leading to increased vacancy of 11% in Banning.
- Despite the effects of the Covid-19 pandemic on brick-and-mortar retail, Banning has enjoyed positive net absorption each year since 2020 resulting in retail vacancy of just 6%.

Completions, Absorptions, Vacancy, and Rent Growth
Banning; 2006 – 2022 YTD



Source: CoStar; RCLCO

EXISTING RETAIL VISITORS

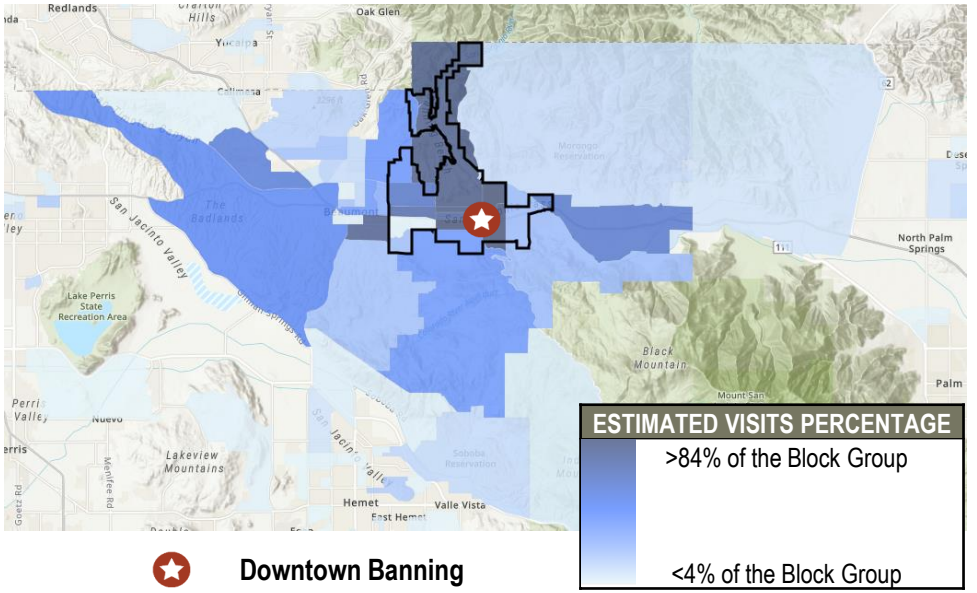
RCLCO REAL ESTATE CONSULTING

ALMOST HALF OF ALL TRAFFIC TO EXISTING DOWNTOWN BANNING ESTABLISHMENTS ORIGINATES FROM WITHIN BANNING

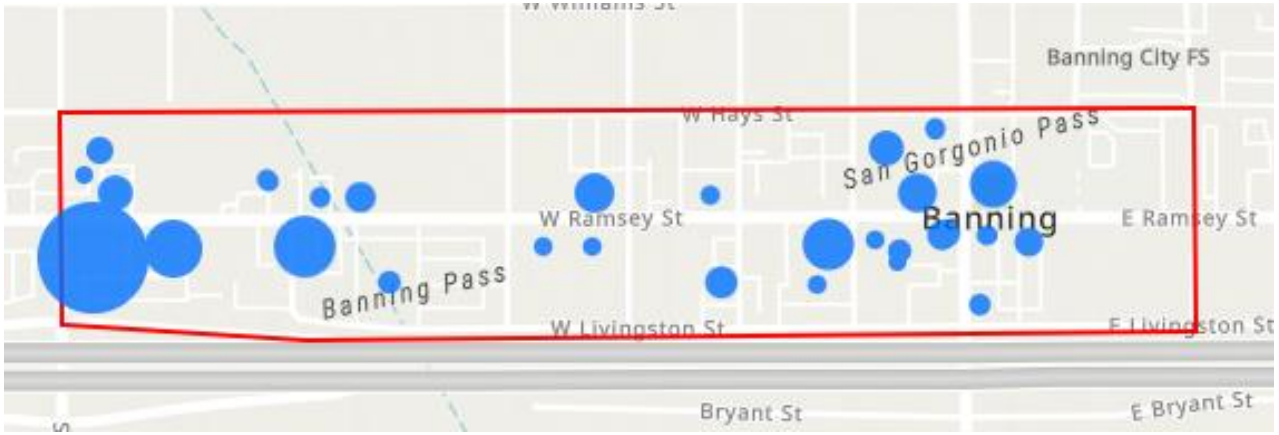
The retail visitor analyses were performed utilizing data from SafeGraph which provides a sample of cell phone data for over 18 million places of interest (POIs) where the cell phone was located for at least four minutes.

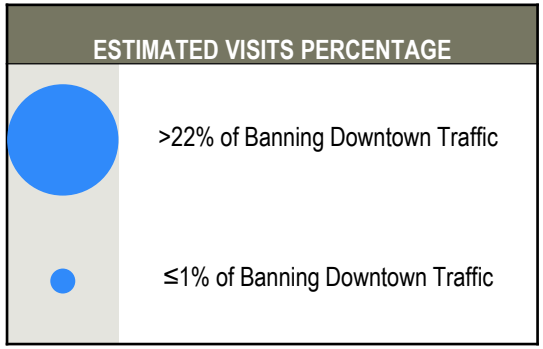
- The graph below shows that the most visited locations within Downtown Banning are Jack in the Box (22%), Vape Town (10%), IHOP (9%), and Wing's Garden Cafe (8%). Collectively, these four establishments are driving nearly half (49%) of all traffic in the Downtown Banning area.
- The graph to the right displays the home location of visitors to the Downtown Banning area. For the most part these visitors stem from the immediate Banning area and parts of nearby Cabazon, Cherry Valley, Beaumont and the outlying communities of the San Gorgonio Pass Area.
- Despite being immediately adjacent to Interstate-10, the census block groups that comprise Banning, and those immediately bordering the city, account for approximately 46% of all visitors to the Downtown Banning area.

Map of Downtown Banning Visitors by Origin (Block Group of Residence) - 2022



Map of Estimated Visit Percentage by Retailer - 2022





Source: SafeGraph, ArcGis, RCLCO

EXISTING RETAIL CONDITIONS

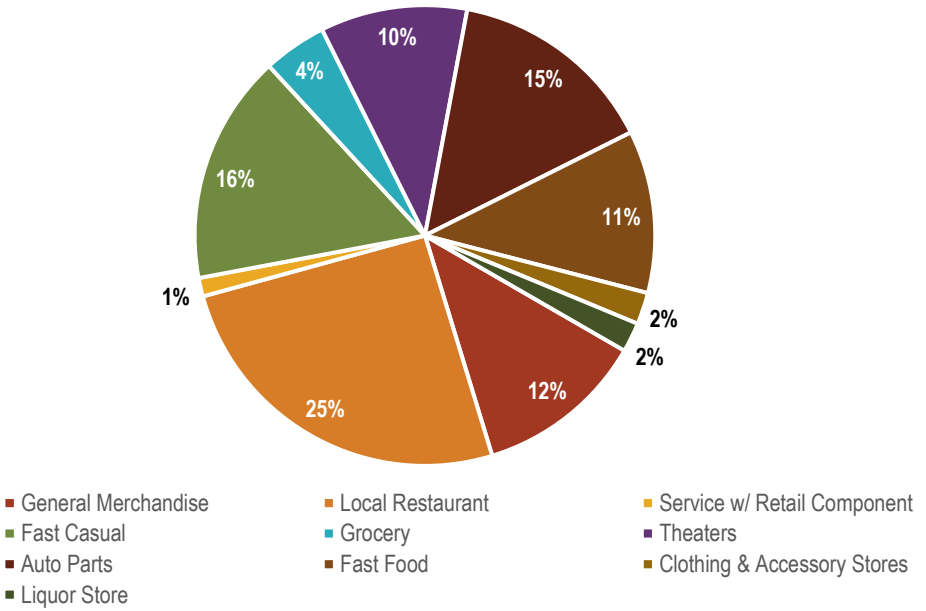
RCLCO REAL ESTATE CONSULTING

EXISTING RETAIL IN THE CITY OF BANNING IS LARGELY CONCENTRATED IN SERVICES

Service oriented businesses account for approximately 24% of retail space in the current Downtown Banning area. However, despite playing a vital role in the community, these businesses do not contribute to the city's taxable revenue.

- Local restaurants, which occupy only 7% of all retail space in Downtown Banning with six restaurants, account for 25% of the taxable revenue in the area.
- The Parts Authority, an auto parts store, also generates a significant 15% of total taxable revenue while occupying 5% of the retail space in Downtown Banning.
- Retail space in Downtown Banning is currently 69% occupied, with 15 vacant spaces comprising 50,700 square feet.

Distribution of Taxable Retail Sales by Business Type; Downtown Banning



DOWNTOWN BANNING	# OF RETAIL SPACES	RETAIL SALES	TAXABLE SALES %	TAXABLE SALES $	% OF ALL TAXABLE REVENUE	SQUARE FEET	RETAIL SALES / SF
General Merchandise	3	$1,441,500	100%	$1,441,500	12%	3,100	$465
Local Restaurant	6	$3,071,750	100%	$3,071,750	25%	12,287	$250
Service	19	$0	0%	$0	0%	39,412	$0
Service w/ Retail Component	5	$3,135,060	5%	$156,753	1%	17,417	$180
Fast Casual	2	$1,945,320	100%	$1,945,320	16%	4,472	$435
Grocery	2	$2,153,110	25%	$538,278	4%	3,098	$695
Theaters	1	$1,245,780	100%	$1,245,780	10%	9,228	$135
Auto Parts	1	$1,768,800	100%	$1,768,800	15%	8,040	$220
Fast Food	1	$1,377,500	100%	$1,377,500	11%	2,755	$500
Clothing & Accessory Stores	1	$269,500	100%	$269,500	2%	700	$385
Community Space	4	$0	N/A	$0	0%	13,491	N/A
Liquor Store	1	$250,000	100%	$250,000	2%	1,000	$250
Vacant	15	$0	N/A	$0	0%	50,722	N/A
TOTAL	**61**	**$16,658,320**	**72%**	**$12,065,181**	**100%**	**165,722**	**$101**

Source: CoStar; RCLCO

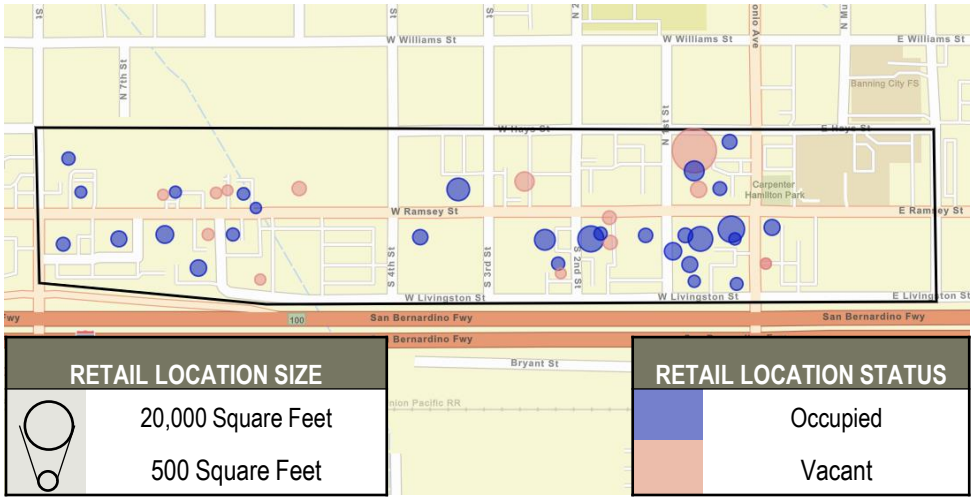
EXISTING RETAIL CONDITIONS

RCLCO
REAL ESTATE CONSULTING

RETAIL BUILDINGS IN DOWNTOWN BANNING ARE SIGNIFICANTLY OLDER THAN IN NEARBY BEAUMONT. RETAIL LEASES RANGE FROM $11 TO $21 PER SQUARE FOOT

- Retail spaces in Banning were built, on average, in 1955 as opposed to Beaumont, where retail locations were built in 1988 on average. Retail occupancy in Downtown Banning is currently 69%.
- The newest spaces in Downtown Banning are the IHOP and Jack in the Box, which were constructed in 2002 and 2006. Aside from these two spaces, all locations in Downtown Banning were constructed before 1990. In relation, the City of Beaumont has had 20 new retail establishments constructed since 2010, 12 of which were built on or after 2020.
- According to several brokers and property owners in the Downtown Banning area, there has been a recent increase in interest in retail space in Banning as a value alternative to Beaumont. However, difficulty with leasing has stemmed from the age of the retail locations, prospective tenants requesting improvements to existing locations, and concerns regarding neighboring land uses.

Map of Downtown Banning Retail Locations by Size and Occupancy; 2022



Property Address	Anchor Tenant	Occupied SF	$/SF Avg.
12 S San Gorgonio Ave	Law Offices of Thomas Watkins	4,047	$21.00 NNN
60 W Ramsey St	Fox Cineplex Theatre	9,228	$14.25 MG
74 W Ramsey St	Angel's Black Tiger	3,304	$14.25 MG
42 W Ramsey St	Banning Center for the Arts	10,266	$30.36 MG
33 S San Gorgonio Ave	Brow Rebellion	1,779	$17.50 NNN (Est.)
99 S San Gorgonio Ave	Lithopass Printing Forms	2,138	$17.00 NNN (Est.)
70 S 1st St	American Legion	1,771	$16.50 NNN (Est.)
50 S 1st St	C's Beauty & Barber	2,000	$15.38 NNN (Est.)
144 W Ramsey St	Vacant	0	$17.50 NNN (Est.)
116 W Ramsey St	Wing's Garden Café	3,026	$16.50 NNN (Est.)
166 W Ramsey St	Vacant	0	$15.50 NNN (Est.)
170 W Ramsey St	Safe Plating Inc.	2,400	$17.00 NNN (Est.)
182 W Ramsey St	An Elegant Affair Wedding Caterer	10,000	$19.00 NNN (Est.)
240 W Ramsey St	Boys & Girls Clubs of America	6,912	$16.50 NNN (Est.)
51-57 S 2nd St	Tenax Cleaners	2,399	$11.16 MG
65 S 2nd St	Vacant	0	$12.00 NNN (Est.)
376 W Ramsey St	Banning Smog Test Center	3,613	$15.50 NNN (Est.)
557 W Livingston St	Vacant	0	$15.50 NNN (Est.)
572-584 W Ramsey St	Banning Donut	2,300	$14.50 NNN (Est.)
770 W Ramsey St	Jack in the Box	2,755	$15.50 NNN (Est.)
660 W Ramsey St	Floral Expressions	5,064	$16.00 NNN (Est.)
730 W Ramsey St	IHOP	4,022	$15.50 NNN (Est.)
53 S 6th St	HELP Inc	4,308	$17.00 NNN (Est.)
614 W Ramsey St	Vacant	0	$17.50 NNN (Est.)
755 W Ramsey St	Santiago's Taco Shop	1,584	$15.50 NNN (Est.)
583 W Ramsey St	Vacant	0	$15.50 NNN (Est.)
62 N 8th St	Jack's Market	2,398	$15.50 NNN (Est.)
663 W Ramsey St	Vacant	0	$17.00 NNN (Est.)
647 W Ramsey St	Music & Voice Institute	1,631	$17.50 NNN (Est.)
603 W Ramsey St	Vacant	0	$22.00 NNN (Est.)
575 W Ramsey St	Papaya Bay Thai Cuisine	1,933	$17.50 NNN (Est.)
553 W Ramsey St	Reynaldo's Restaurant	1,227	$18.00 NNN (Est.)
515-521 W Ramsey St	Vacant	0	$13.68 +UTIL
41 W Ramsey St	The Station Tap House Bar and Grill	2,717	$15.50 NNN (Est.)
30-40 S 1st St	Janeth Beauty Salon	4,888	$11.40 MG
55-61 W Ramsey St	Vacant	0	$15.50 NNN (Est.)
50 N 1st St	Good Guys Flooring	6,400	$12.00 NNN
64-66 N 1st St	Vacant	0	$13.50 NNN (Est.)
89 N San Gorgonio Ave	La Carreta Dulceria	2,850	$16.50 NNN (Est.)
263 W Ramsey St	Vacant	0	$16.50 NNN
321 W Ramsey St	Parts Authority	8,040	$14.50 NNN (Est.)
66 S San Gorgonio Ave	Vacant	0	$18.00 NNN (Est.)
TOTAL/AVG.		**115,000**	**$16.42**

Source: CoStar; Esri; Broker Interviews; RCLCO

RCLCO
REAL ESTATE CONSULTING

DISCLAIMERS

CRITICAL ASSUMPTIONS

RCLCO REAL ESTATE CONSULTING

Our conclusions are based on our analysis of the information available from our own sources and from the client as of the date of this report. We assume that the information is correct, complete, and reliable.

We made certain assumptions about the future performance of the global, national, and local economy and real estate market, and on other factors similarly outside either our control or that of the client. We analyzed trends and the information available to us in drawing these conclusions. However, given the fluid and dynamic nature of the economy and real estate markets, as well as the uncertainty surrounding particularly the near-term future, it is critical to monitor the economy and markets continuously and to revisit the aforementioned conclusions periodically to ensure that they are reflective of changing market conditions.

We assume that the economy and real estate markets will experience a period of slower growth in the next 12 to 24 months, and then return to a stable and moderate rate in 2024 and beyond. However, stable and moderate growth patterns are historically not sustainable over extended periods of time, the economy is cyclical, and real estate markets are typically highly sensitive to business cycles. Further, it is very difficult to predict when inflection points in economic and real cycles will occur.

With the above in mind, we assume that the long-term average absorption rates and price changes will be as projected, realizing that most of the time performance will be either above or below said average rates.

Our analysis does not consider the potential impact of future economic shocks on the national and/or local economy, and does not consider the potential benefits from major "booms" that may occur. Similarly, the analysis does not reflect the residual impact on the real estate market and the competitive environment of such a shock or boom. Also, it is important to note that it is difficult to predict changing consumer and market psychology.

As such, we recommend the close monitoring of the economy and the marketplace, and updating this analysis as appropriate.

Further, the project and investment economics should be “stress tested” to ensure that potential fluctuations in revenue and cost assumptions resulting from alternative scenarios regarding the economy and real estate market conditions will not cause failure.

In addition, we assume that the following will occur in accordance with current expectations:

- Economic, employment, and household growth
- Other forecasts of trends and demographic and economic patterns, including consumer confidence levels
- The cost of development and construction
- Tax laws (i.e., property and income tax rates, deductibility of mortgage interest, and so forth)
- Availability and cost of capital and mortgage financing for real estate developers, owners and buyers
- Competitive projects will be developed as planned (active and future) and that a reasonable stream of supply offerings will satisfy real estate demand
- Major public works projects occur and are completed as planned

Should any of the above change, this analysis should be updated, with the conclusions reviewed accordingly (and possibly revised).

GENERAL LIMITING CONDITIONS

Reasonable efforts have been made to ensure that the data contained in this study reflect accurate and timely information and are believed to be reliable. This study is based on estimates, assumptions, and other information developed by RCLCO from its independent research effort, general knowledge of the industry, and consultations with the client and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agent, and representatives or in any other data source used in preparing or presenting this study. This report is based on information that to our knowledge was current as of the date of this report, and RCLCO has not undertaken any update of its research effort since such date.

Our report may contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular time, but such information, estimates, or opinions are not offered as predictions or assurances that a particular level of income or profit will be achieved, that particular events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis may vary from those described in our report, and the variations may be material. Therefore, no warranty or representation is made by RCLCO that any of the projected values or results contained in this study will be achieved.

Possession of this study does not carry with it the right of publication thereof or to use the name of "Robert Charles Lesser & Co." or "RCLCO" in any manner without first obtaining the prior written consent of RCLCO. No abstracting, excerpting, or summarization of this study may be made without first obtaining the prior written consent of RCLCO. This report is not to be used in conjunction with any public or private offering of securities or other similar purpose where it may be relied upon to any degree by any person other than the client without first obtaining the prior written consent of RCLCO. This study may not be used for any purpose other than that for which it is prepared or for which prior written consent has first been obtained from RCLCO.



RCLCO
REAL ESTATE CONSULTING

AUSTIN

100 Congress Avenue, Suite 2000
Austin, TX 78701

LOS ANGELES

11601 Wilshire Boulevard, Suite 1650
Los Angeles, CA 90025

ORLANDO

964 Lake Baldwin Lane, Suite 100
Orlando, FL 32814

WASHINGTON, DC

7200 Wisconsin Avenue, Suite 1110
Bethesda, MD 20814

Project Location Map



CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Discussion of Stagecoach Days Memorandum of Understanding**

RECOMMENDATION:

Provide direction to City Manager regarding upcoming deadline for notification related to MOU between City of Banning and Stagecoach Days Association.

BACKGROUND:

The City of Banning and Stagecoach Days Association entered into a Memorandum of Understanding (MOU) on June 22, 2021. The MOU has a three-year term with an automatic two-year extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended.

The MOU requires the Stagecoach Days Association to organize, promote, and conduct the annual, three-day Stagecoach Days event and the annual Stagecoach Days Parade. The three-day event, depending upon budget, will consist of a minimum of two (2) Professional Rodeo Cowboy Association (PRCA) Pro Rodeo events, multiple food, souvenir, and craft vendors, live music performances, and either a carnival or a “Kid’s Zone” with mutually agreed upon activities and attractions that are geared towards family entertainment.

In early 2023, representatives of the Stagecoach Days Association publicly announced intention to take a break in 2023, which is not consistent with the terms of the MOU. Shortly thereafter, the City Council approved a partnership between the City of Banning and Banning Chamber of Commerce to ensure the annual community celebration would occur in 2023. After approximately two months of City/Chamber planning, the Stagecoach Days Committee communicated that they would not release the PRCA rodeo and intended to hold the rodeo. The intention was for the Committee to organize and host the rodeo and the City/Chamber to organize everything outside of the rodeo. A few weeks later, the Committee announced that they would also take back the beer garden and food/merchandise vendors.

An agreement was made that the City and Chamber would be responsible for live music performances, Stagecoach Days parade, parking and a Kids’ Zone play area.

The MOU commits the City of Banning to provide the following:

- A direct financial contribution of $12,500;
- Bleacher rental of $18,000;
- Event insurance;
- Police Officers and volunteers at the three-day event and the parade;
- Additional street sweeping;
- Additional trash removal;

- Placement and removal of barricades upon streets and public parking lots; and
- Assistance with entry gates, parking and ticket booths.

JUSTIFICATION:

Members of the City Council have expressed concerns about the role of the City in the Stagecoach Days Celebration. The MOU provides a window of opportunity for this discussion, at this time.

FISCAL IMPACT:

During the past two years, the direct and in-kind City contributions to Stagecoach Days have exceeded $100,000 each year.

ALTERNATIVES:

1. Take no action – MOU will be automatically extended for two years and Stagecoach Days Association will be responsible for all activities related to Stagecoach Days.
2. Provide notice of termination of the MOU – City of Banning no longer committed to direct or in-kind contributions for Stagecoach Days.
3. Provide notice of termination of the MOU and intention to establish a new MOU – creates an opportunity to develop new conditions, requirements and commitments for Stagecoach Days Association and City of Banning.

ATTACHMENTS:

1. Executed Stagecoach Days MOU_06_22_20.pdf

DocuSign Envelope ID: C452AAA4-39FE-474B-A2FF-725F3361DB4A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 22nd day of June 2021 ("Effective Date"), between the Stagecoach Days Association, a California non-profit 501(c)(3) corporation (the "ASSOCIATION") and the City of Banning, a California municipal corporation (the "CITY"), to memorialize the agreement of the parties concerning their ongoing relationship for the purpose of conducting the Banning Stagecoach Days Event ("Stagecoach Days").

Recitals

WHEREAS, since 2010, the ASSOCIATION has organized, promoted, and conducted Stagecoach Days as an annual event and community celebration.

WHEREAS, the CITY and the ASSOCIATION desire to work in cooperation and partnership with each other to annually produce Stagecoach Days;

WHEREAS, the CITY seeks to continue support Stagecoach Days at a level that is consistent with recent years; and

WHEREAS, the ASSOCIATION and the CITY desire to enter into this MOU to delineate the parties' respective rights and obligations and define their relationship for Stagecoach Days.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants, and agreements set forth below, the ASSOCIATION and the CITY agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

   The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. EXCLUSIVITY

   The ASSOCIATION shall have exclusive operational and vending control over and within the geographic area and locations at which Stagecoach Days events will be conducted, as such geographic area and locations are defined in the event application and permits relating hereto. The CITY shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity a transient merchant license to conduct any type of business, within Dysart Park during the time period of two weeks before, two weeks after, and during Stagecoach Days, which begins the Friday after Labor Day and ends two (2) days later.

DocuSign Envelope ID: C452AAA4-39FE-474B-A2FF-725F3361DB4A

3. ELEMENTS OF ANNUAL EVENT

The ASSOCIATION will organize, promote, and conduct the annual, three-day Stagecoach Days event and the annual Stagecoach Days Parade. The three-day event, depending upon budget, will consist of a minimum of two (2) Professional Rodeo Cowboy Association (PRCA) Pro Rodeo events, multiple food, souvenir, and craft vendors, live music performances, and either a carnival or a "Kid's Zone" with mutually agreed upon activities and attractions that are geared towards family entertainment.

The parade will be held on Ramsey Street, between San Gorgonio Avenue and 12th Street the Saturday morning of the three-day event and the ASSOCIATION will strive to have a minimum of forty (40) parade entries, including at least two (2) marching bands.

4. SECURITY FOR THE BANNING STAGECOACH DAYS EVENT

The ASSOCIATION shall be responsible for providing private security, as may be required, and which security is to be provided by guards that are licensed by the Bureau of Security and Investigative Services.

The CITY will provide police officers and volunteers at the three-day event and the parade as deemed appropriate by the Chief of Police, or his/her designee. The ASSOCIATION will not be charged for officers. However, the cost associated with police officers that are provided solely for Stagecoach Days and associated events will be charged against the total in-kind service donation of Ten Thousand Dollars ($10,000.00) discussed in Section 5 below.

5. IN-KIND SERVICES FOR BANNING STAGECOACH DAYS

Aside from the public-safety services outlined above, the CITY agrees to provide in-kind services to the ASSOCIATION commensurate with previous participation in the Stagecoach Days. The CITY's in-kind contribution will be understood to include additional services and items required specifically for the Stagecoach Days, which the CITY would not provide in the absence of said event. Such in-kind services may include, but are not limited to:

- Additional street sweeping;
- Additional trash removal;
- Placement and removal of barricades upon streets and public parking lots for various events and posting of "No Parking" signs as needed;
- Staff to assist with entry gates, parking and ticket booths; and

DocuSign Envelope ID: C452AAA4-39FE-474B-A2FF-725F3361DB4A

- Other similar services that the CITY has provided to the ASSOCIATION for the production of the annual event.

The CITY will also designate the Parks and Recreation Director, or his/her designee, to facilitate and coordinate the ASSOCIATION's requests for in-kind services and to manage the Stagecoach Days community event application process to facilitate timely approvals.

The CITY shall facilitate the necessary multi-departmental meetings with representatives of the ASSOCIATION to outline the in-kind services requested by the ASSOCIATION and those deemed necessary by the CITY in preparation and execution of the annual event.

No later than sixty (60) days prior to the Stagecoach Days event, the ASSOCIATION will provide detailed plans and information outlining the need for in-kind services and equipment (except as otherwise noted for specific items covered in this MOU). This information shall include any plans, information, and applications for new associated events that may necessitate additional in-kind CITY services, equipment, staff, or other in-kind contribution.

No later than forty-five (45) days prior to Stagecoach Days, the CITY will estimate the value of the CITY's in-kind contribution by utilizing the salary costs associated with CITY staff, equipment costs, the rental value of items and facilities that will be used and any additional actual costs incurred by the CITY. The CITY will ensure the requested in-kind services and equipment align with prior-years' in-kind contributions, which are capped at, and will remain capped at Ten Thousand Dollars ($10,000.00) annually.

6. CITY SPONSORSHIP

In addition to the in-kind services outlined in Section 5 above, subject to the sufficiency of annual appropriations properly budgeted and available for such purposes, the CITY will provide the ASSOCIATION with a Twelve Thousand Five Hundred Dollar($12,500) in cash sponsorship for Stagecoach Days, will rent bleachers for the event in an amount not to exceed Eighteen Thousand Dollars ($18,000), and will provide necessary event insurance. In exchange, the ASSOCIATION shall include the CITY as a sponsor, providing the CITY with sponsor promotion, recognition, and all other benefits commensurate with its level of support.

7. APPLICATION PROCESS

DocuSign Envelope ID: C452AAA4-39FE-474B-A2FF-725F3361DB4A

Annually the ASSOCIATION agrees to provide to the CITY a report that includes essential details of the Stagecoach Days event in a format approved by CITY staff. Such a report will be deemed sufficient for properly processing a Special Event Application. All additional applicable licenses required by the CITY must be completed and submitted with the Special Event Application. All proposed activities must be submitted by the ASSOCIATION for approval by the CITY no later than forty-five (45) days prior to the first day of the event.

8. INDEMNIFICATION

To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party, its governing board or body, officers, agents, and employees against any and all claims, damages, liabilities, injury expenses, demands, causes of actions, and judgments, including court costs and attorneys' fees, arising out of or resulting from the performance of this MOU and attributable to the other party's negligence or intentional acts of its officers, agents, or employees. Following a determination of the percentage of fault or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this MOU for the percentage of liability determined.

The parties agree this provision shall survive the expiration or termination of this MOU.

9. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered, or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

10. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations, or interest in it.

11. TERM

The term of this MOU will be for three (3) years from the Effective Date, with a two-year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the

DocuSign Envelope ID: C452AAA4-39FE-474B-A2FF-725F3361DB4A

term of the MOU shall not be extended. Such notice shall be given as provided for by Section 12 below. The CITY's obligations in the second year of the term and any subsequent year(s) shall be subject to the sufficiency of annual appropriations properly budgeted and available for such purposes.

12. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

CITY:	ASSOCIATION:
City of Banning Attn: City Manager 99 E. Ramsey Street Banning, CA 92220	Stagecoach Days Association Amy Pippenger P.O. Box 604 Banning, CA 92220

13. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS HEREOF, the duly authorized representatives of the parties are signing this MOU on the date set forth in the introductory clause.

CITY OF BANNING

DocuSigned by:
Doug Schulze 7/8/2021
0AD14BA217CE497...
Doug Schulze,City Manager

STAGECOACH DAYS ASSOCIATION

DocuSigned by:
6/22/2021
0C10A6864AA043A...
Amy Pippenger, Chairperson

ATTEST:

DocuSigned by:
7/27/2021
6DDB1B9985DE475...
Caroline Patton, Deputy City Clerk

DocuSigned by:
7/8/2021
CD7D35E5D2184B4...
Tayler Berghoefer, Secretary

APPROVED AS TO FORM:

DocuSigned by:
Kevin Ennis 7/27/2021
940BF72E964348C...
Kevin Ennis, City Attorney

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Animal Services Discussion: Banning Animal Shelter and ARE Animal Rescue Contract**

RECOMMENDATION:

Provide direction to City Manager regarding Banning Animal Shelter and ARE Animal Rescue Contract for shelter services.

BACKGROUND:

The City of Banning and ARE Animal Rescue entered into an Agreement for animal shelter services in April 2021. The Agreement identifies the specific purpose of the agreement is for ARE Animal Rescue to coordinate the fostering, care, and adoption of abandoned animals as an alternative to euthanasia. ARE Animal Rescue is responsible for providing a broad range of animal care and shelter activities for the purpose of safeguarding the health and safety of domestic and wild animals in the City, operating the City's animal shelter, promoting the humane treatment of animals, and for enforcing City ordinances relating to animal control.

The contract term is five years (7/1/2021 to 6/30/2026), unless terminated sooner according to the termination process established in the contract. The termination notice required by the contract requires written notice of ninety (90) days by either party. More importantly, termination of the agreement would require a replacement option to provide services beginning on the effective date of termination.

Specific services to be provided by ARE, including:

1) Animal Shelter, which includes impound, care for, quarantine and disposal of domestic, wild and vicious animals, as well as, adoption and redemption services. A holding period of three (3) days is required for all stray animals (except acutely injured or diseased animals) and a period of at least ten (10) days for all licensed dogs. ARE is also required to provide animal adoption and redemption services for animals at the City's Animal Shelter during normal business hours except when volunteers are not available. **ARE is in compliance with these requirements.**

2) Euthanasia Services. ARE is required to provide humane euthanasia of acutely sick, injured animals and dangerous animals. Euthanasia shall be accomplished in a humane manner by injection of a painless, fast-acting drug and performed by a certified staff member. **ARE is in compliance with these requirements.**

3) Dog Licenses. ARE is required to provide licensing information in all adoption packets and to pet owner's recovering impounded pets that are not licensed. Pet licensing is the responsibility of the City. **ARE is in compliance with this requirement.**

4) Maintenance. ARE shall maintain the shelter to be in a clean and sanitary condition at all times, consistent with generally applicable standards for similar facilities in Riverside County. ARE shall also secure the facility from unauthorized entry. **ARE is in compliance with this requirement.**

5) Spay/Neuter Deposits. ARE is responsible for collecting a spay/neuter deposit for every dog and cat adopted from the City's Animal Shelter. Deposits are held by ARE and reimbursed directly to those who obtain valid releases within the allotted time. Upon forfeiture, such deposits shall become the property of ARE and shall be used for their prescribed purposes described in the Food and Agriculture Code. **ARE is in compliance with this requirement.** Animals are spayed/neutered before they are offered for adoption.

6) Educational Material and Programs. ARE shall provide animal care and other information, literature and programs at a nominal fee to the general public, and upon request of City service clubs and other organizations, for a nominal fee not to exceed one hundred dollars ($100.00). **ARE is in compliance with this requirement.**

7) Veterinary Services. ARE shall utilize licensed veterinary services for the care of impounded injured and sick animals. **ARE is in compliance with this requirement.**

8) Tone of Service and Resolution of Service Complaints. ARE shall provide service to the public on matters covered in this contract consistent with established policies and procedures in the industry so as to promote courteous and efficient service and good public relations. ARE shall cooperate with City to resolve any and all complaints filed with ARE or City pertaining to services provided or to be provided under this contract. ARE shall maintain and provide a record of complaints. ARE has been cooperative with City in efforts to resolve complaints. The City has received complaints regarding discourteous interactions with members of the public.

9) Missing Animals. ARE shall file a report with the Banning Police Department or the Riverside County Sheriff's Department within twenty-four (24) hours if an impound animal in the custody of ARE at the animal shelter is missing or suspected to have been stolen. **ARE is in compliance with this requirement.**

10) Shelter Standards. ARE shall operate the City's Animal Shelter in conformance with American Humane Association Standards. ARE is in compliance with this requirement for kennels within the physical shelter buildings. However, overflow areas do not meet shelter standards due to placement on dirt and deteriorated asphalt concrete. These areas cannot be properly cleaned or disinfected, which can lead to illness or diseases. Inspection report attached.

11) Compliance with City's Animal Code. ARE shall provide its services and operate the City's Animal Shelter consistent with the City's Animal Code (Chapter 6.04 of Banning Municipal Code). **ARE is in compliance with this requirement.**

12) Records.

a. ARE shall maintain and keep records of all expenditures and obligations incurred pursuant to this contract and all income and fees received thereby according to generally recognized accounting principles on a daily, weekly and monthly basis. Such records shall be maintained by ARE for a minimum of three (3) years. **ARE is in compliance with requirement.**

b. ARE shall maintain and keep records of all licenses issued, impounds made, animals spayed, neutered, treated for illness, adopted and all other actions taken with respect to the disposition of the animals. ARE is in compliance with requirement.

c. ARE shall make all records maintained under this section available to authorized City personnel during normal business hours upon reasonable notice. ARE is in compliance with requirement.

d. ARE shall maintain a record of all written complaints received by ARE, from whatever source regarding the City's animal control operations. Such records shall be provided to the City each month in a form to be agreed upon by the City and ARE.

e. A record of all donations made to ARE from whatever source or resources for the purpose set forth in this contract shall be provided to the City of Banning on a monthly basis and upon the termination of the contract.

13) Audit and Inspection. ARE shall annually provide to the City on the anniversary of this Contract a standard financial audit of its operations. The cost of such standard audit will be borne by ARE. ARE has not provided an annual audit. Non-compliant.

14) Insurance. ARE shall procure and at all times during the term of this Contract 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 per occurrence and a general aggregate limit of $2,000,000 per project or location. ARE is in compliance with requirement.

b. Automobile Liability Insurance with a combined single limit of $1,000,000 per accident for bodily injury per accident for bodily injury and property damage. ARE is in compliance with requirement.
c. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000 per accident for bodily injury or disease. ARE is in compliance with requirement.
On October 23, 2023, an inspection of the Banning Animal Shelter was performed by City Manager Doug Schulze, Assistant City Manager Laurie Sampson and Communications Manager Anthony Riley. The inspection was conducted using the Animal Shelter Inspection Form published by People for the Ethical Treatment of Animals (PETA). As a result of the inspection, the animal shelter and ARE Animal Rescue operation of the shelter is deemed to be in compliance with standards published on the PETA Inspection form. Overflow kennels are substandard and it should be a priority of ARE Animal Rescue and the City of Banning to address this matter. However, NO animals were found to be sick or diseased.

The primary area of concern is the lack of appropriate kennel space for impounded dogs. It should be noted that ARE Animal Rescue is not responsible for providing shelter kennel capacity. Kennel space demand is a direct result of animal control effectiveness, dog owner surrenders (local), and after-hours drop off of animals outside locked gate. In addition, animal control has impounded numerous confiscated animals that must be retained pending court action. This includes several dangerous dogs that would typically be euthanized.

JUSTIFICATION:

City Council has requested an update and discussion of the contract with ARE Animal Rescue for shelter services.

FISCAL IMPACT:

The Animal Shelter contract between the City of Banning and ARE Animal Rescue established compensation based on Riverside County Animal Control statistics during the last three years of the contract between the City of Banning and Riverside County Animal Control. The actual number of dogs and cats impounded annually by City of Banning Animal Control is substantially greater than estimated.

ALTERNATIVES:

1. Continue relationship with ARE Animal Rescue under existing contract:
   a. Direct City Manager to identify options to increase kennel space.
   b. Direct City Manager to identify options to reduce impounded dogs.
2. Provide ninety (90) day notice of termination to ARE Animal Rescue:
   a. Direct City Manager to prepare and publish RFP for shelter operation.
   b. Direct City Manager to recruit and fill City staff positions to operate shelter.
   c. Direct City Manager to negotiate contract with Riverside County for shelter services.
3. Take no action.

ATTACHMENTS:

1. Att 4. Statistics Reports 2022-2023.pdf
2. Att 5. ARE Animal Rescue COI.pdf
3. Att 1. Contract with ARE Animal Rescue.pdf
4. Att 2. Inspection Report 102023_0001.pdf
5. Att 3. 2022-23 ARE Financials.pdf

Banning Animal Shelter Report

Start Date: 01/01/2022 End Date: 01/31/2022

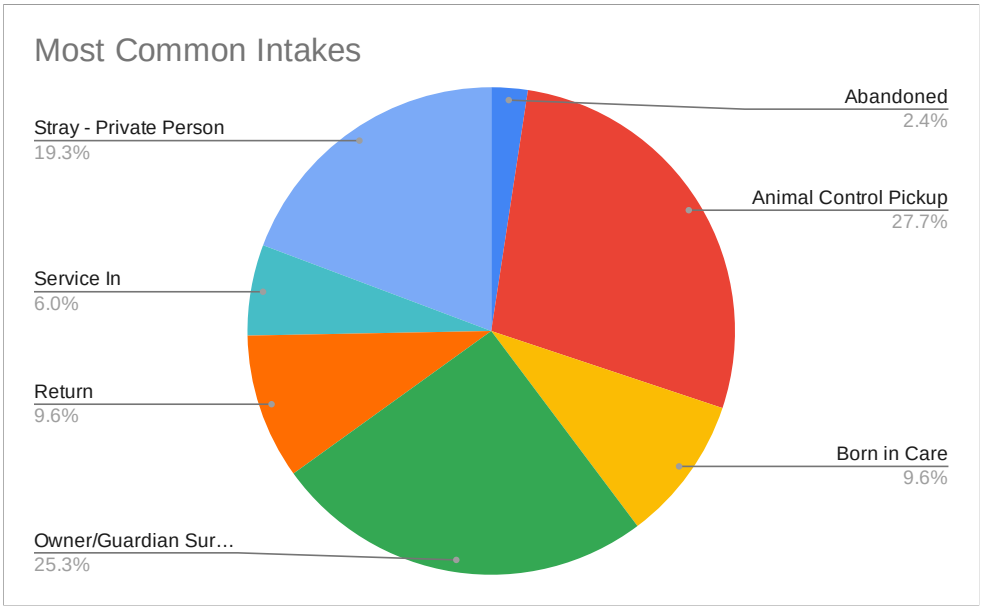
Cat .

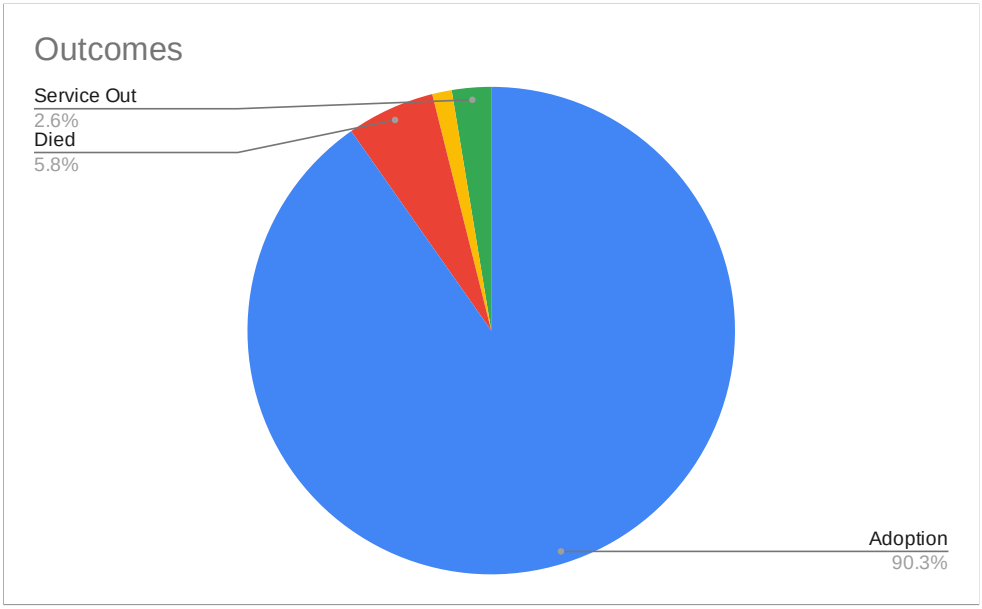
SPECIES

Intake Type	COUNTA of Intak
Abandoned	2
Animal Control Pickup	23
Born in Care	8
Owner/Guardian Surrender	21
Return	8
Service In	5
Stray - Private Person	16

Outcome Type	COUNTA of Outc
Adoption	139
Died	9
Return to Owner/	2
Service Out	4

Total Intakes	Total Outcomes
83	154





Banning Animal Shelter Report

Start Date: 02/01/2022 End Date: 02/28/2022

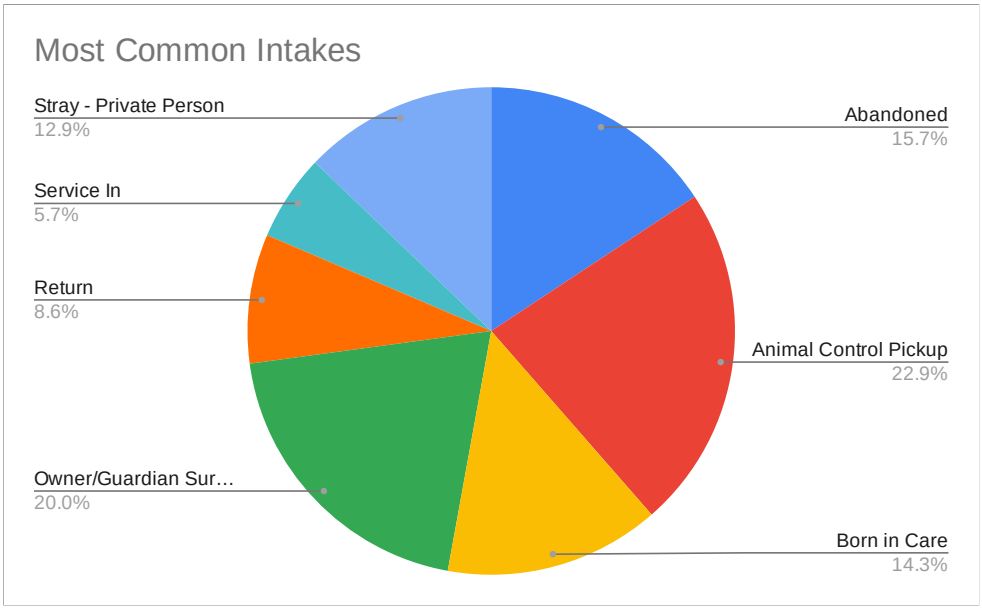
Cat .

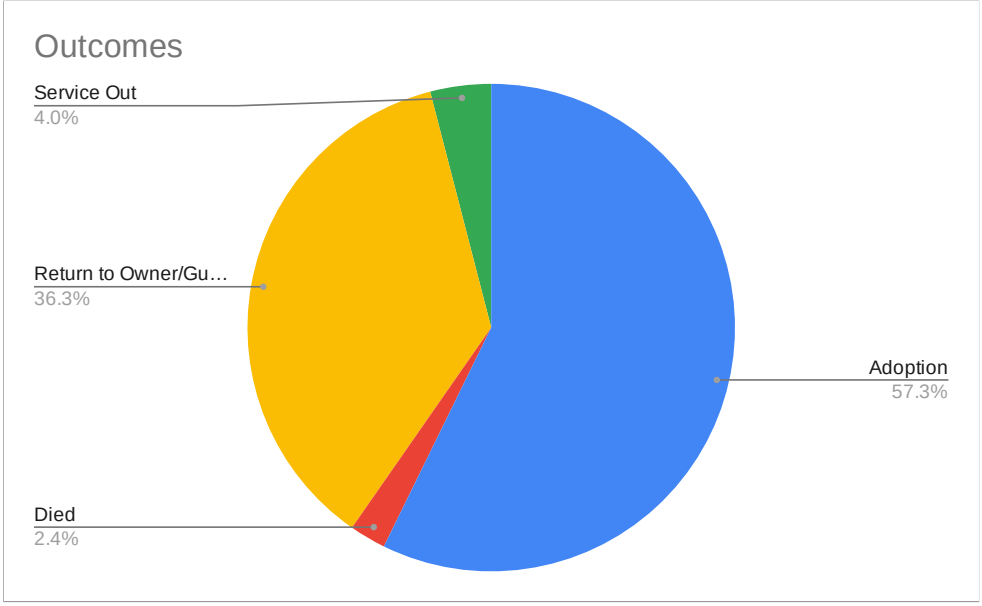
SPECIES

Intake Type	COUNTA of Intak
Abandoned	11
Animal Control Pickup	16
Born in Care	10
Owner/Guardian Surrender	14
Return	6
Service In	4
Stray - Private Person	9

Outcome Type	COUNTA of Outc
Adoption	71
Died	3
Return to Owner/	45
Service Out	5

Total Intakes	Total Outcomes
70	124





Banning Animal Shelter Report

Start Date: 03/01/2022 End Date: 03/31/2022

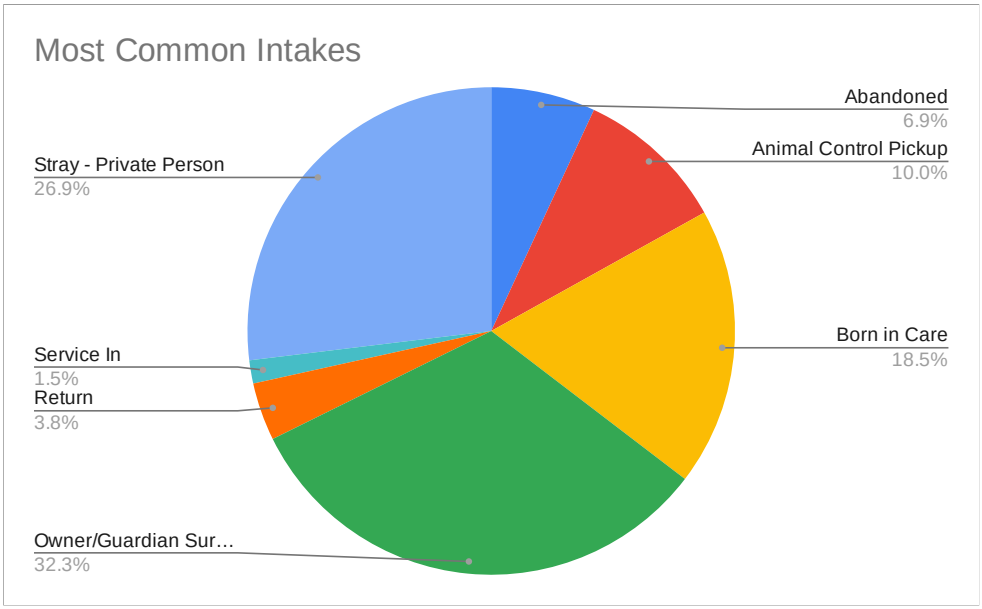
Cat .

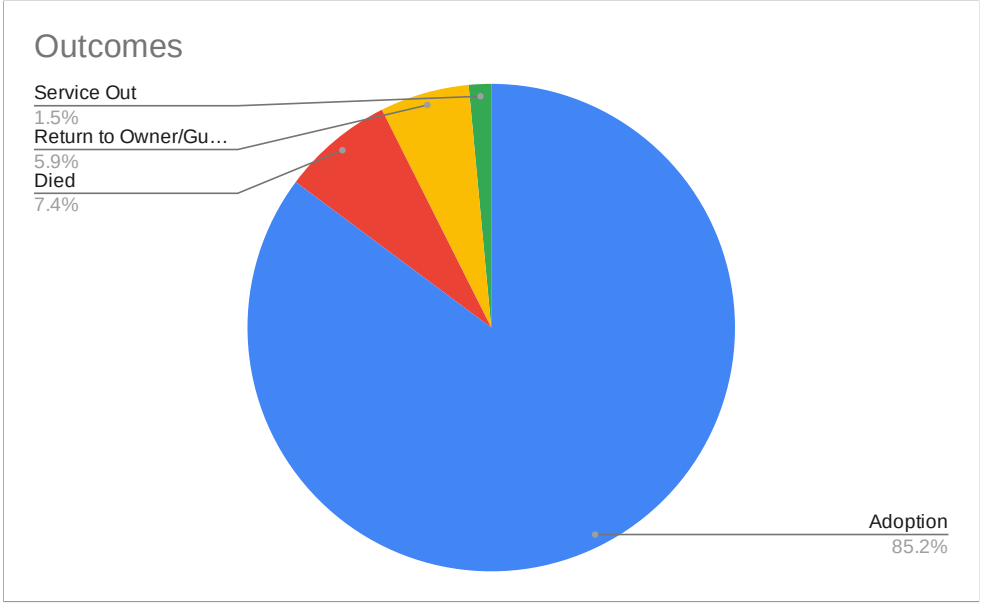
SPECIES

Intake Type	COUNTA of Intak
Abandoned	9
Animal Control Pickup	13
Born in Care	24
Owner/Guardian Surrender	42
Return	5
Service In	2
Stray - Private Person	35

Outcome Type	COUNTA of Outc
Adoption	115
Died	10
Return to Owner/	8
Service Out	2

Total Intakes	Total Outcomes
130	135





Banning Animal Shelter Report

Start Date: 04/01/2022 End Date: 04/30/2022

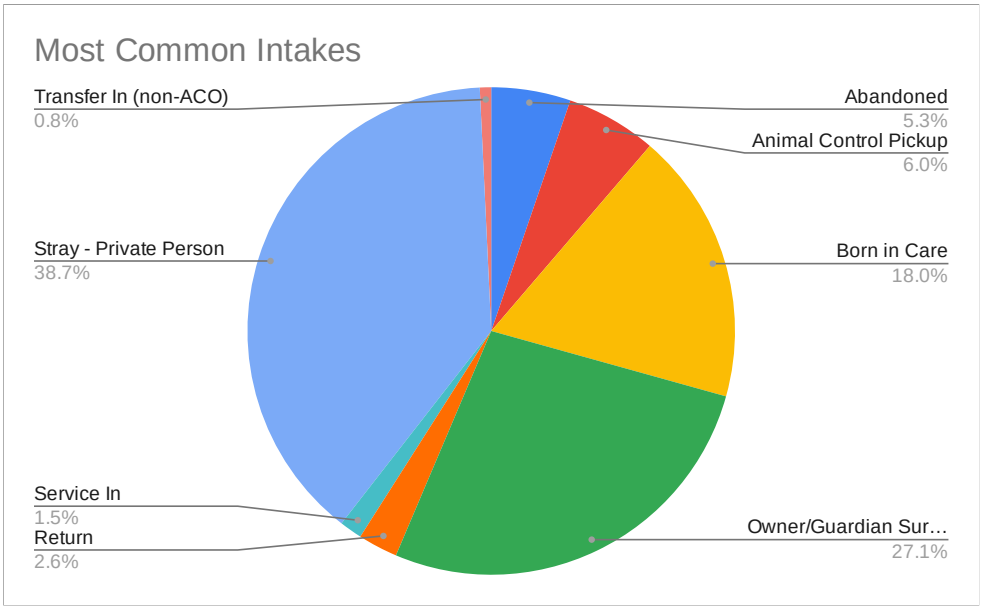
Cat .

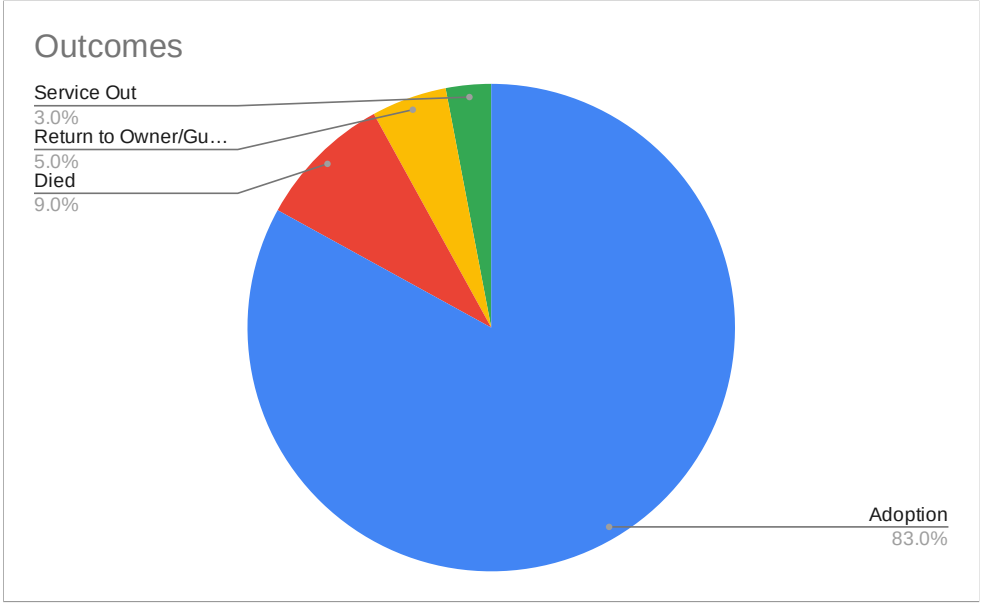
SPECIES

Intake Type	COUNTA of Intak
Abandoned	14
Animal Control Pickup	16
Born in Care	48
Owner/Guardian Surrender	72
Return	7
Service In	4
Stray - Private Person	103
Transfer In (non-ACO)	2

Outcome Type	COUNTA of Outc
Adoption	83
Died	9
Return to Owner/	5
Service Out	3

Total Intakes	Total Outcomes
266	100





Banning Animal Shelter Report

Start Date: 05/01/2022 End Date: 05/31/2022

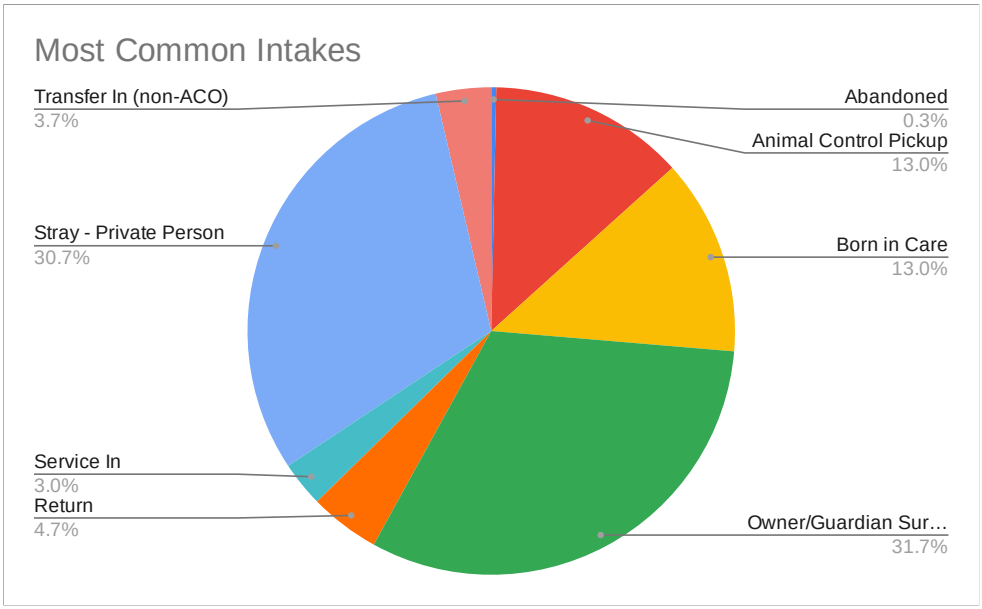
Cat .

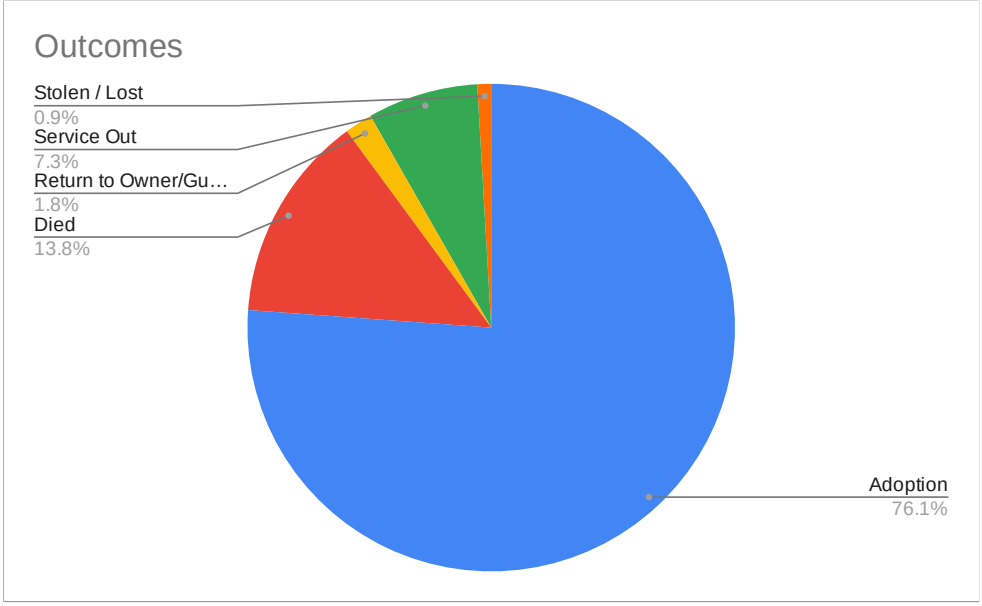
SPECIES

Intake Type	COUNTA of Intak
Abandoned	1
Animal Control Pickup	39
Born in Care	39
Owner/Guardian Surrender	95
Return	14
Service In	9
Stray - Private Person	92
Transfer In (non-ACO)	11

Outcome Type	COUNTA of Outc
Adoption	83
Died	15
Return to Owner/	2
Service Out	8
Stolen / Lost	1

Total Intakes	Total Outcomes
300	109





Banning Animal Shelter Report

Start Date: 06/01/2022 End Date: 06/30/2022

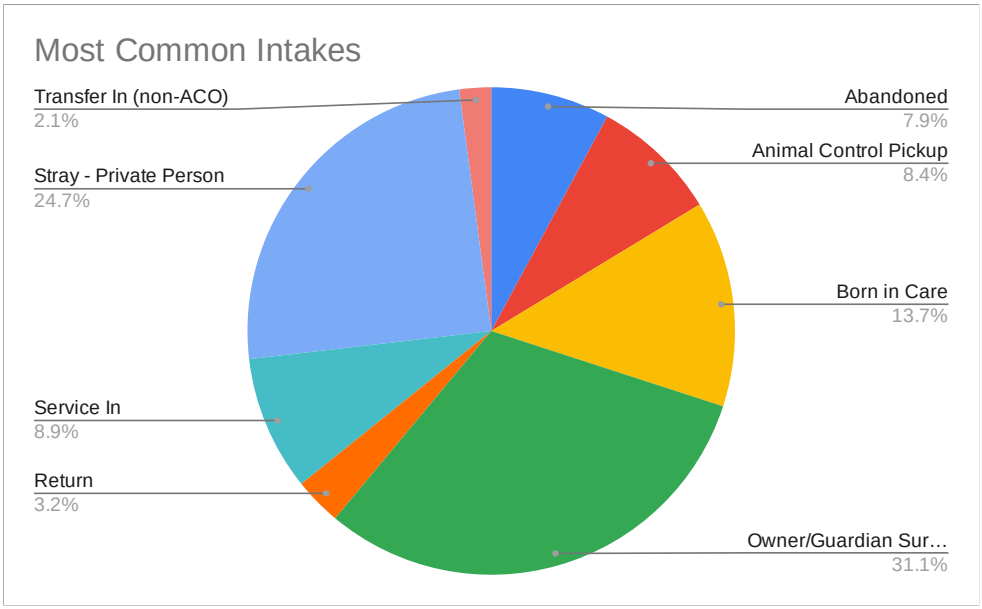
Cat .

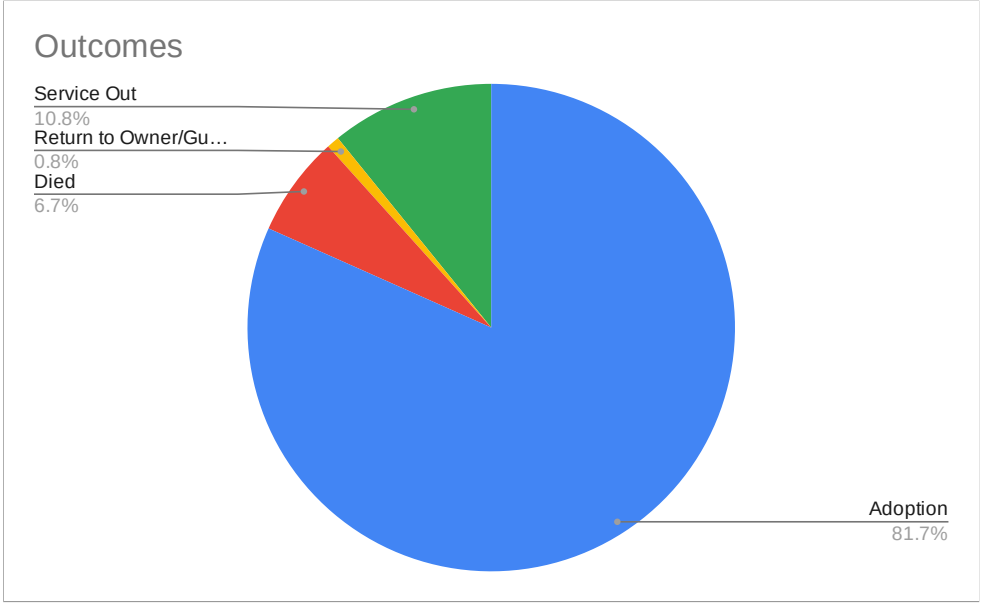
SPECIES

Intake Type	COUNTA of Intak
Abandoned	15
Animal Control Pickup	16
Born in Care	26
Owner/Guardian Surrender	59
Return	6
Service In	17
Stray - Private Person	47
Transfer In (non-ACO)	4

Outcome Type	COUNTA of Outc
Adoption	98
Died	8
Return to Owner/	1
Service Out	13

Total Intakes	Total Outcomes
190	120





Banning Animal Shelter Report

Start Date: 07/01/2021 End Date: 07/31/2021

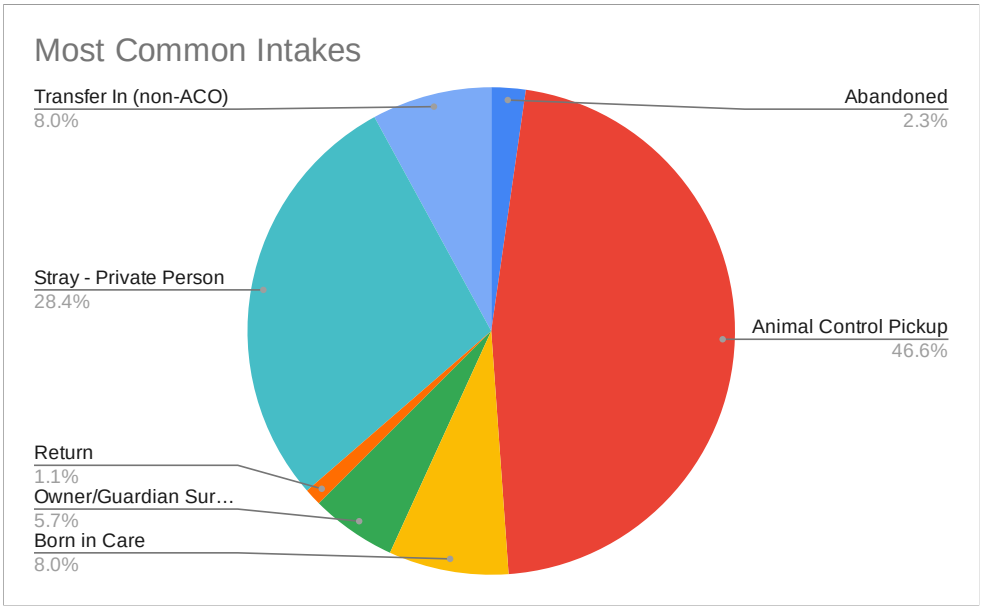
Cat .

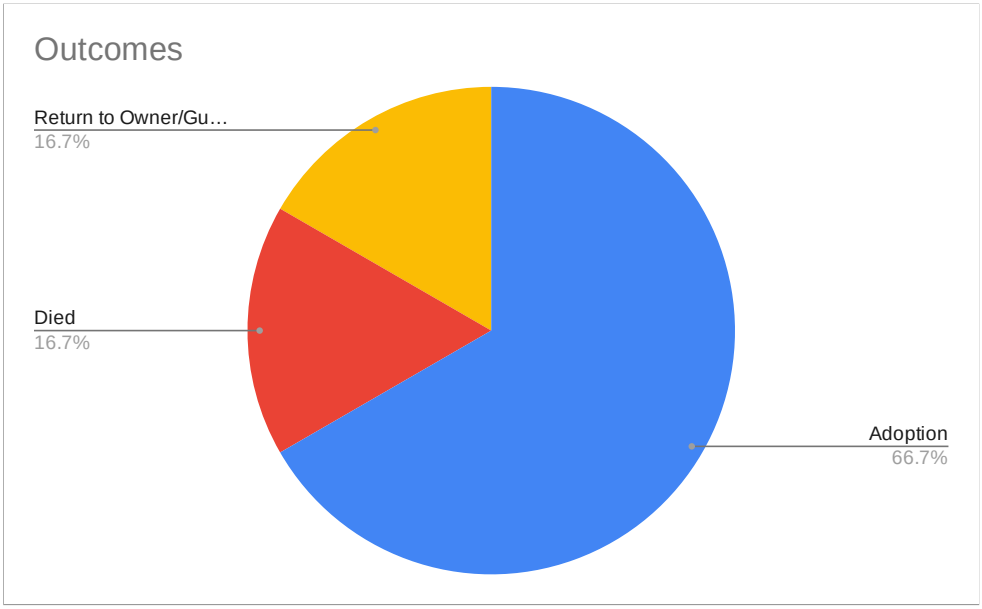
SPECIES

Intake Type	COUNTA of Intak
Abandoned	2
Animal Control Pickup	41
Born in Care	7
Owner/Guardian Surrender	5
Return	1
Stray - Private Person	25
Transfer In (non-ACO)	7

Outcome Type	COUNTA of Outc
Adoption	4
Died	1
Return to Owner/	1

Total Intakes	Total Outcomes
88	6





Banning Animal Shelter Report

Start Date: 08/01/2021 End Date: 08/31/2021

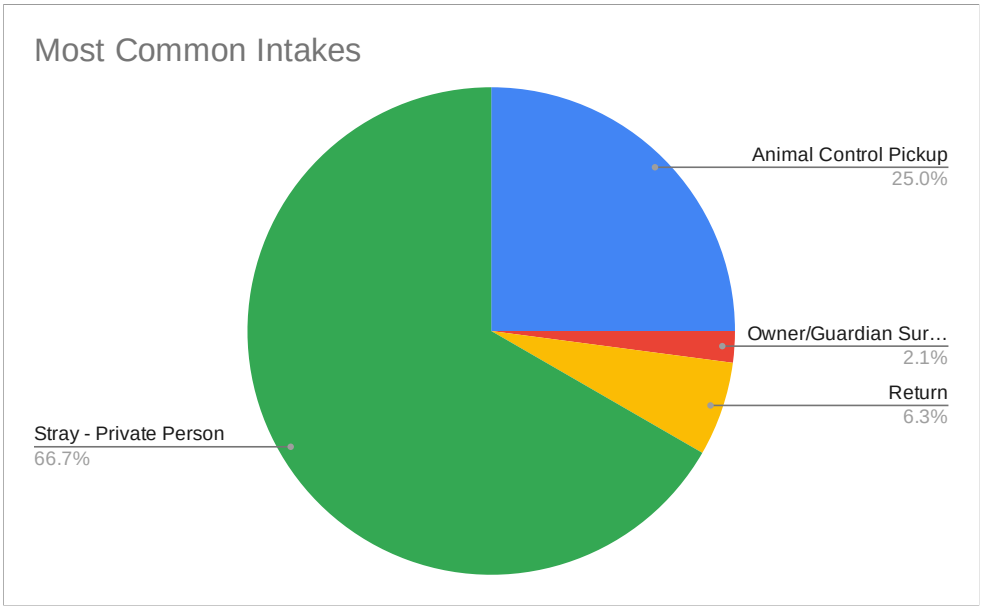
Cat .

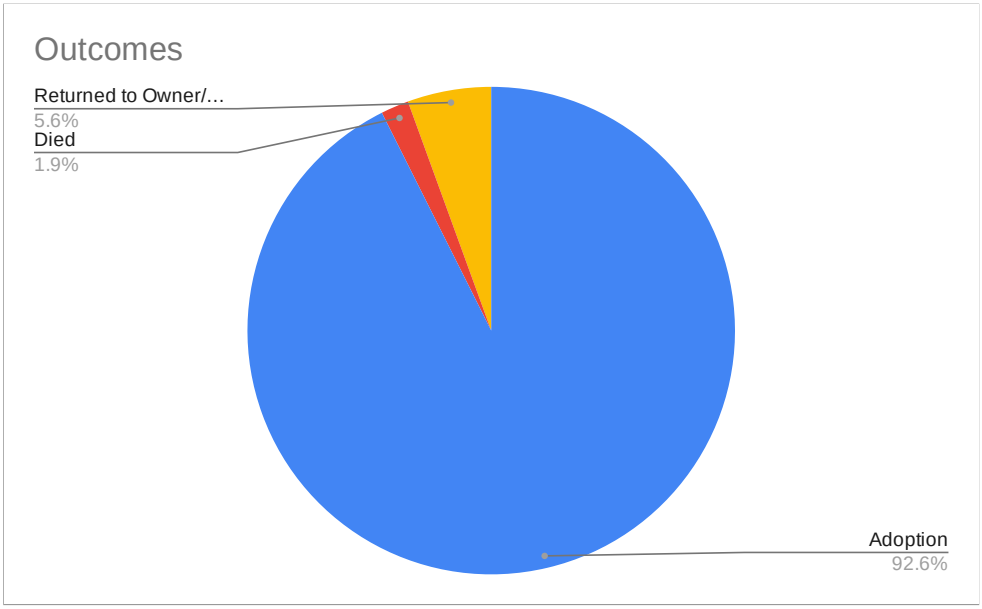
SPECIES

Intake Type	COUNTA of Intak
Animal Control Pickup	12
Owner/Guardian Surrender	1
Return	3
Stray - Private Person	32

Outcome Type	COUNTA of Outc
Adoption	50
Died	1
Returned to Own	3
Service Out	0
Transfer Out	0

Total Intakes	Total Outcomes
48	54





Banning Animal Shelter Report

Start Date: 09/01/2021 End Date: 09/30/2021

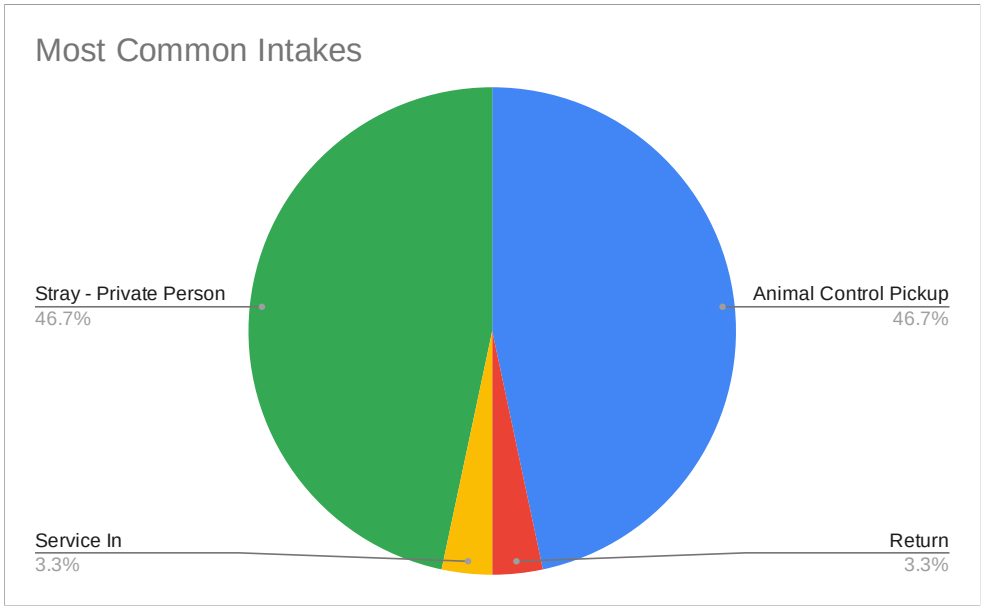
Cat .

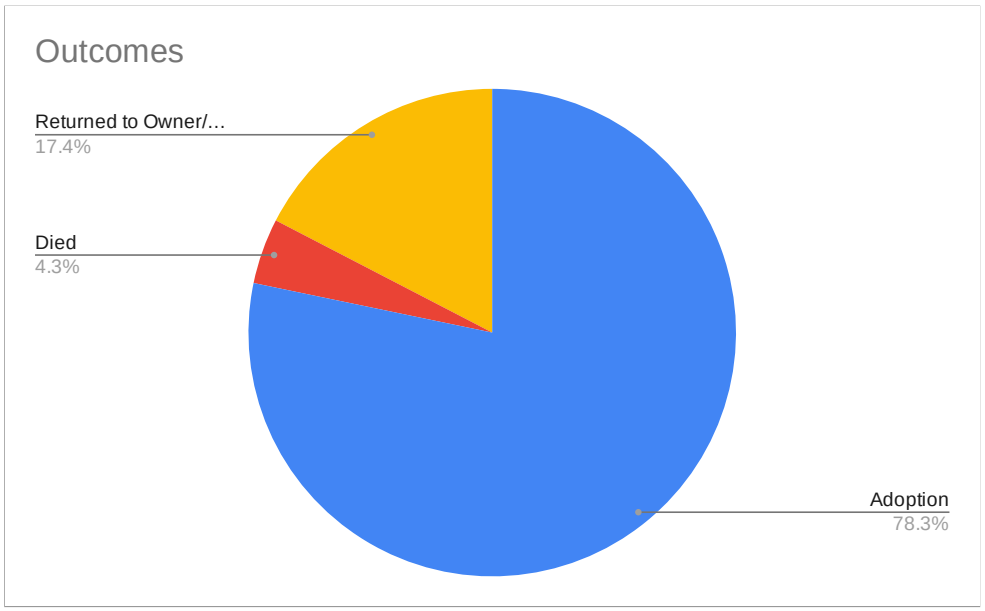
SPECIES

Intake Type	COUNTA of Intak
Animal Control Pickup	14
Return	1
Service In	1
Stray - Private Person	14

Outcome Type	COUNTA of Outc
Adoption	18
Died	1
Returned to Own	4
Service Out	0
Transfer Out	0

Total Intakes	Total Outcomes
30	23





Banning Animal Shelter Report

Start Date: 10/01/2021 End Date: 10/31/2021

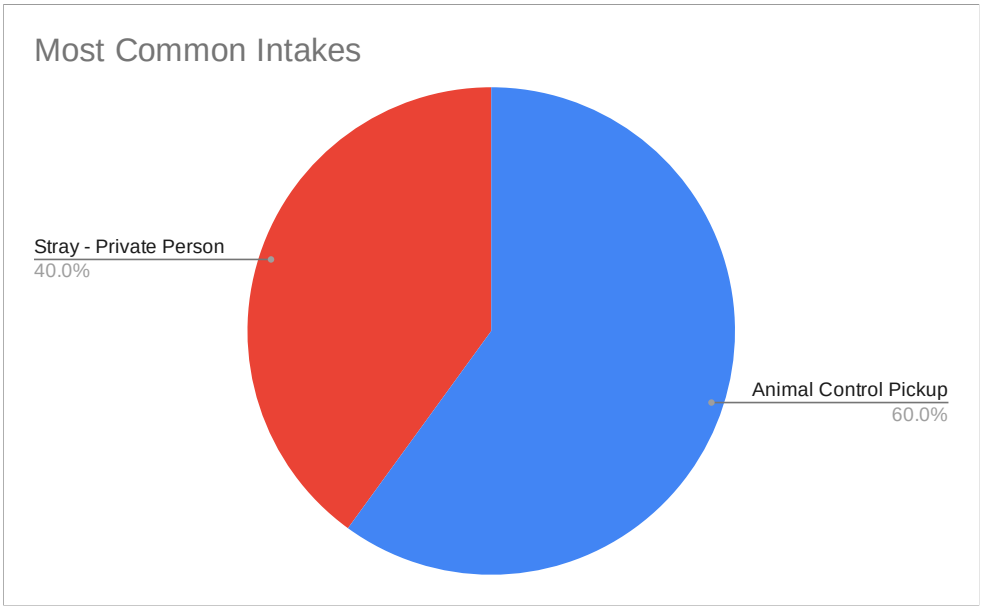
Cat .

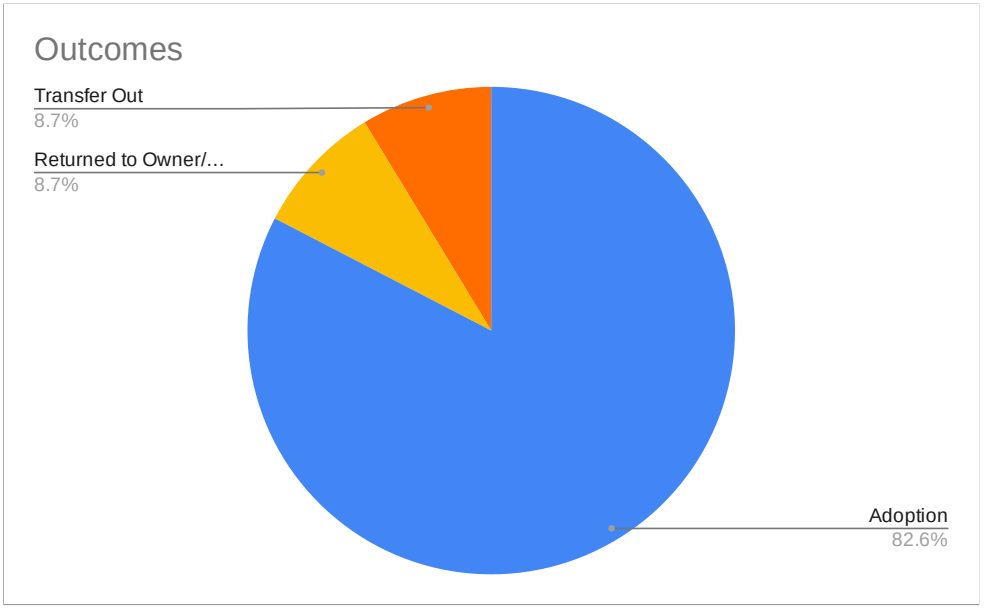
SPECIES

Intake Type	COUNTA of Intak
Animal Control Pickup	21
Stray - Private Person	14

Outcome Type	COUNTA of Outc
Adoption	19
Died	0
Returned to Own	2
Service Out	0
Transfer Out	2

Total Intakes	Total Outcomes
35	23





Banning Animal Shelter Report

Start Date: 11/01/2021 End Date: 11/30/2021

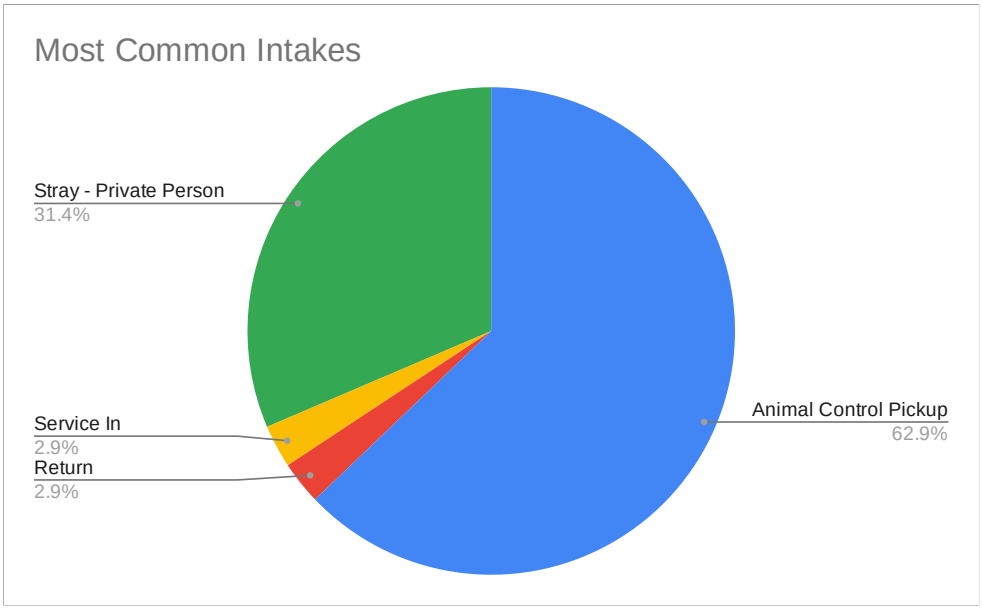
Cat .

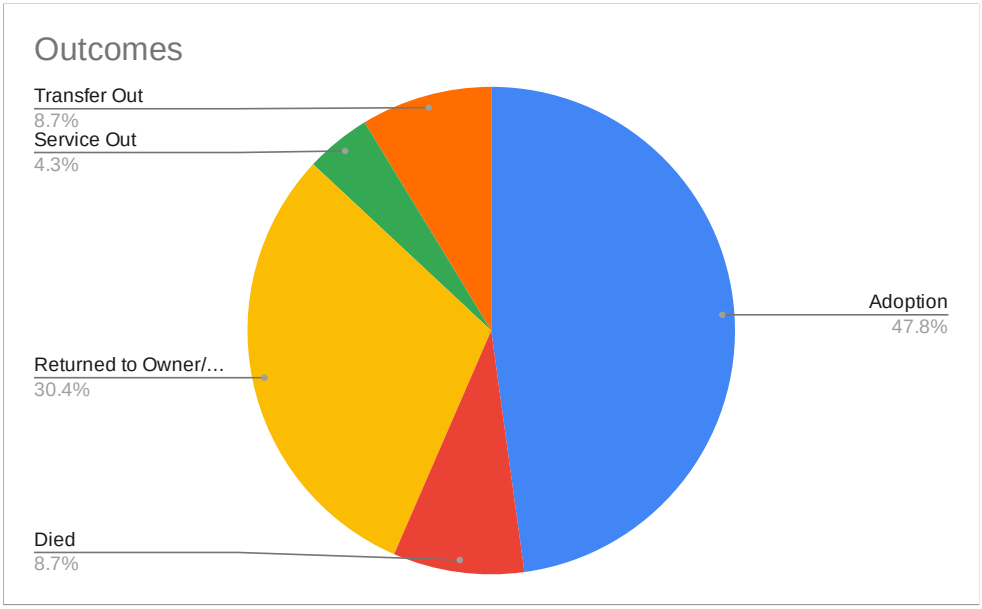
SPECIES

Intake Type	COUNTA of Intak
Animal Control Pickup	22
Return	1
Service In	1
Stray - Private Person	11

Outcome Type	COUNTA of Outc
Adoption	11
Died	2
Returned to Own	7
Service Out	1
Transfer Out	2

Total Intakes	Total Outcomes
35	23





Banning Animal Shelter Report

Start Date: 12/01/2021 End Date: 12/31/2021

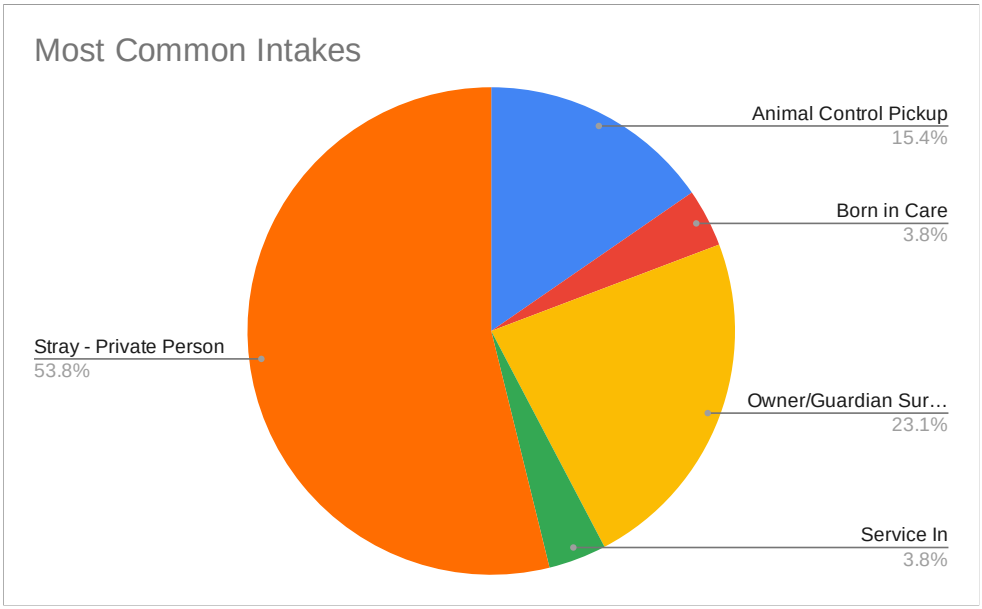
Cat .

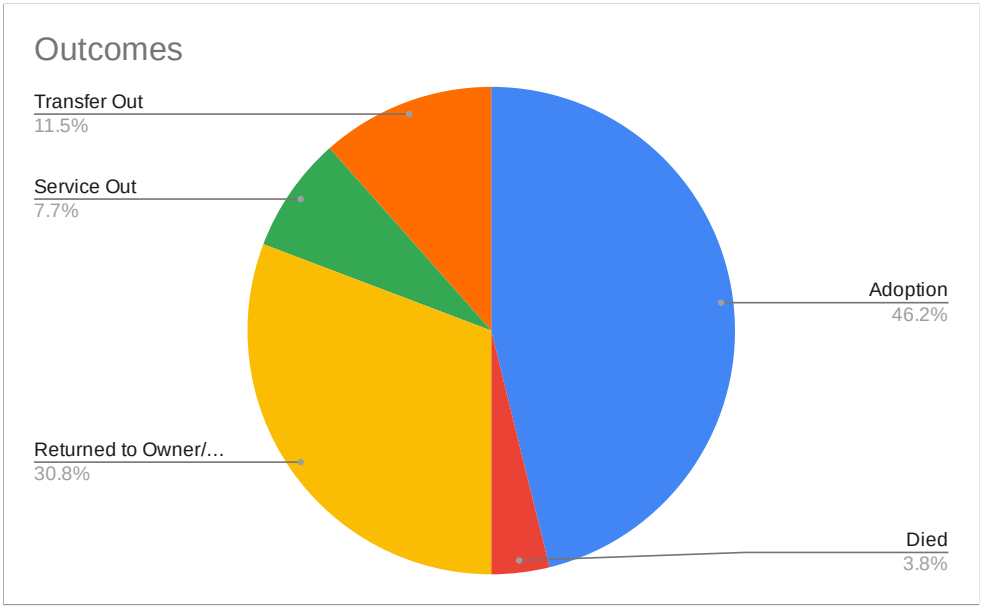
SPECIES

Intake Type	COUNTA of Intak
Animal Control Pickup	4
Born in Care	1
Owner/Guardian Surrender	6
Service In	1
Stray - Private Person	14

Outcome Type	COUNTA of Outc
Adoption	12
Died	1
Returned to Own	8
Service Out	2
Transfer Out	3

Total Intakes	Total Outcomes
26	26





Banning Animal Shelter Report

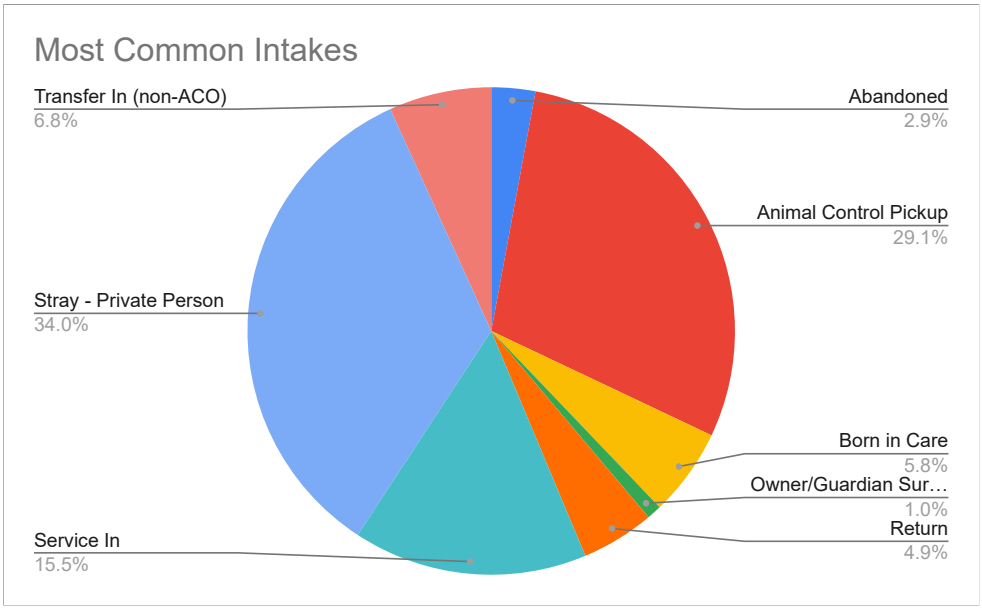
Start Date: 01/01/2022 End Date: 01/31/2022

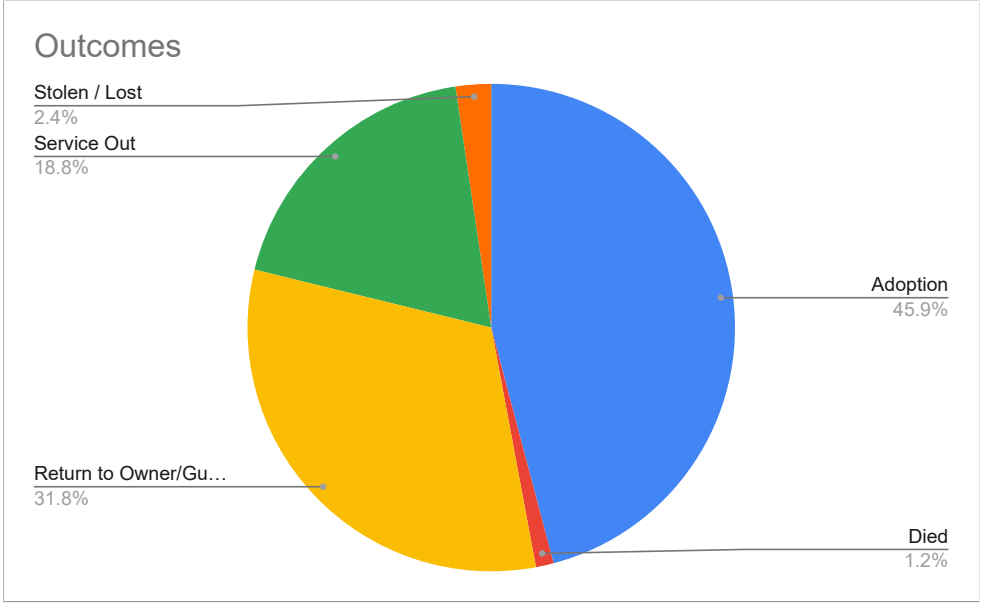
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	3
Animal Control Pickup	30
Born in Care	6
Owner/Guardian Surrender	1
Return	5
Service In	16
Stray - Private Person	35
Transfer In (non-ACO)	7

Outcome Type	COUNTA of Outc
Adoption	39
Died	1
Return to Owner	27
Service Out	16
Stolen / Lost	2

Total Intakes	Total Outcomes
103	85





Banning Animal Shelter Report

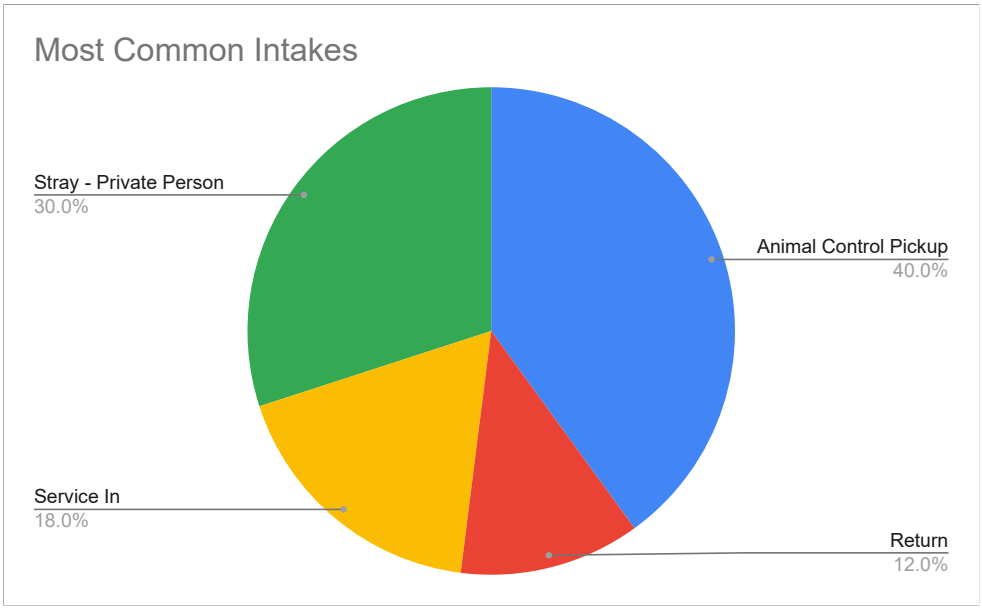
Start Date: 02/01/2022 End Date: 02/28/2022

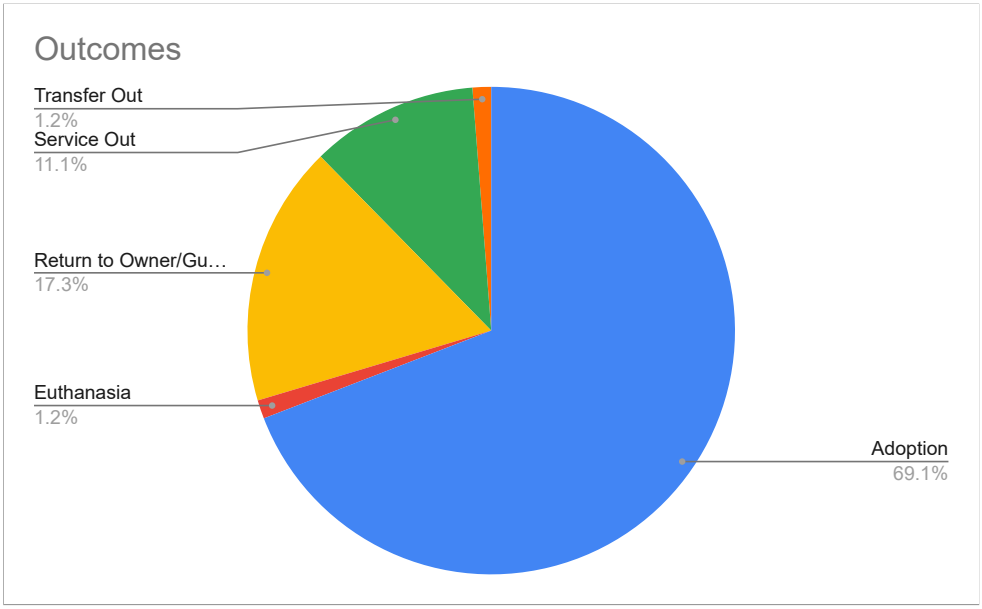
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	20
Return	6
Service In	9
Stray - Private Person	15

Outcome Type	COUNTA of Outc
Adoption	56
Euthanasia	1
Return to Owner	14
Service Out	9
Transfer Out	1

Total Intakes	Total Outcomes
50	81





Banning Animal Shelter Report

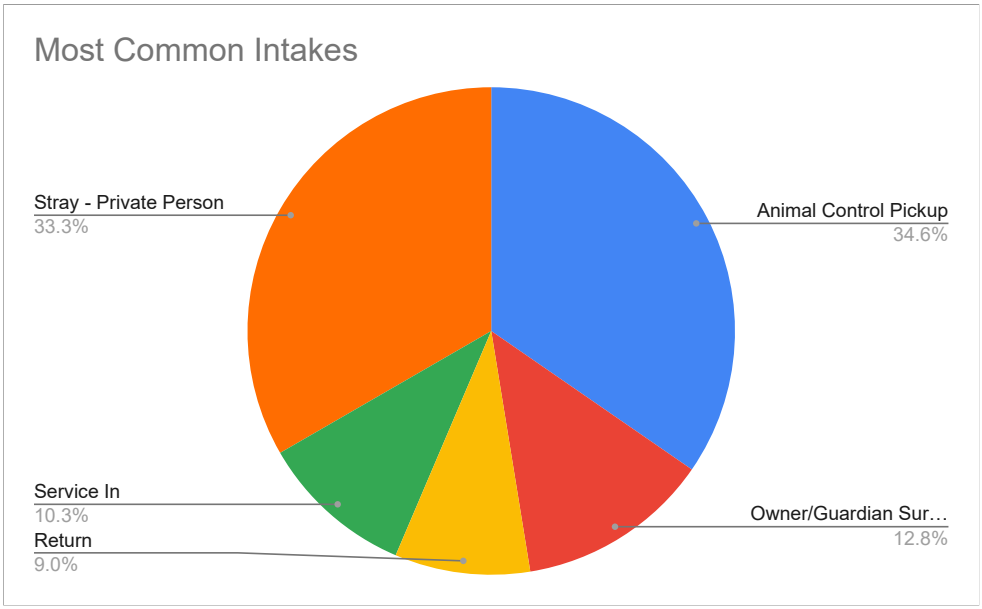
Start Date: 03/01/2022 End Date: 03/31/2022

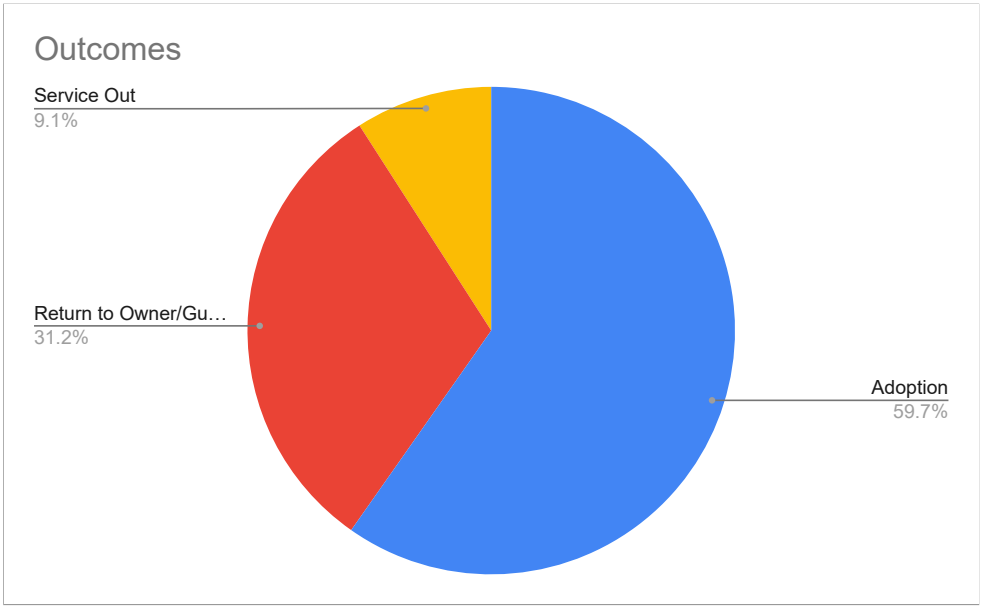
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	27
Owner/Guardian Surrender	10
Return	7
Service In	8
Stray - Private Person	26

Outcome Type	COUNTA of Outc
Adoption	46
Return to Owner	24
Service Out	7

Total Intakes	Total Outcomes
78	77





Banning Animal Shelter Report

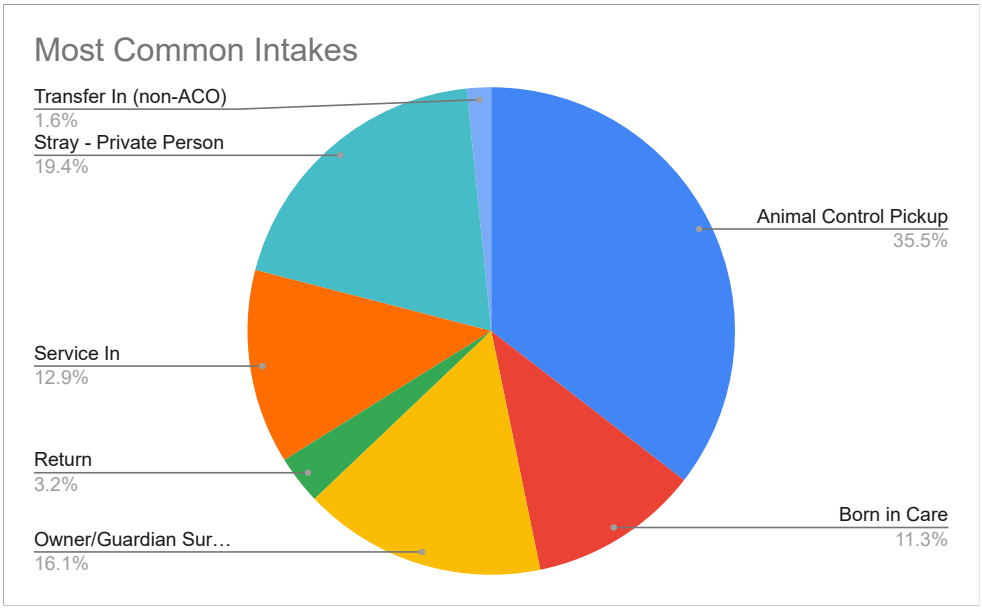
Start Date: 04/01/2022 End Date: 04/30/2022

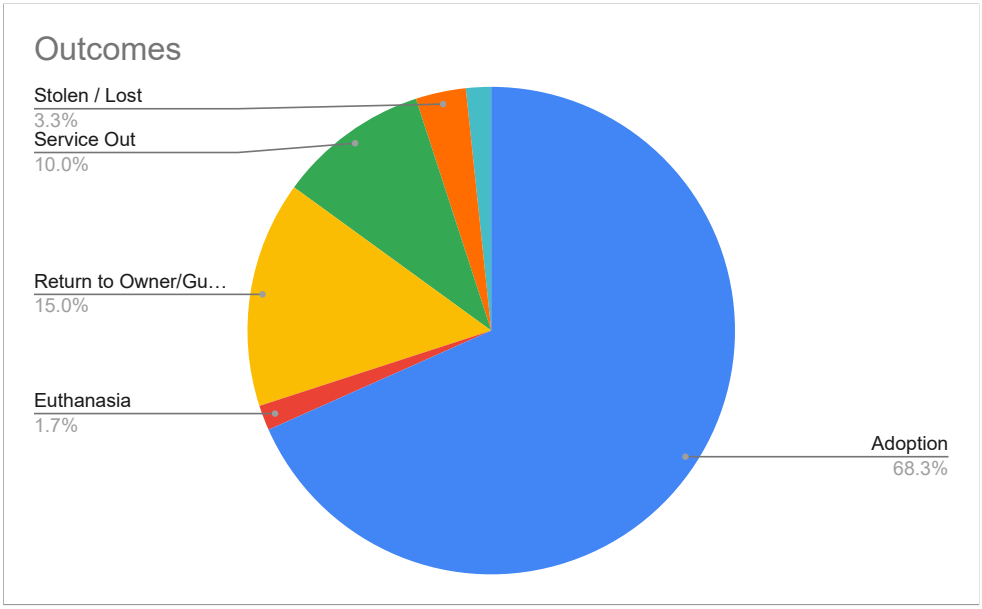
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	22
Born in Care	7
Owner/Guardian Surrender	10
Return	2
Service In	8
Stray - Private Person	12
Transfer In (non-ACO)	1

Outcome Type	COUNTA of Outc
Adoption	41
Euthanasia	1
Return to Owner	9
Service Out	6
Stolen / Lost	2
Transfer Out	1

Total Intakes	Total Outcomes
62	60





Banning Animal Shelter Report

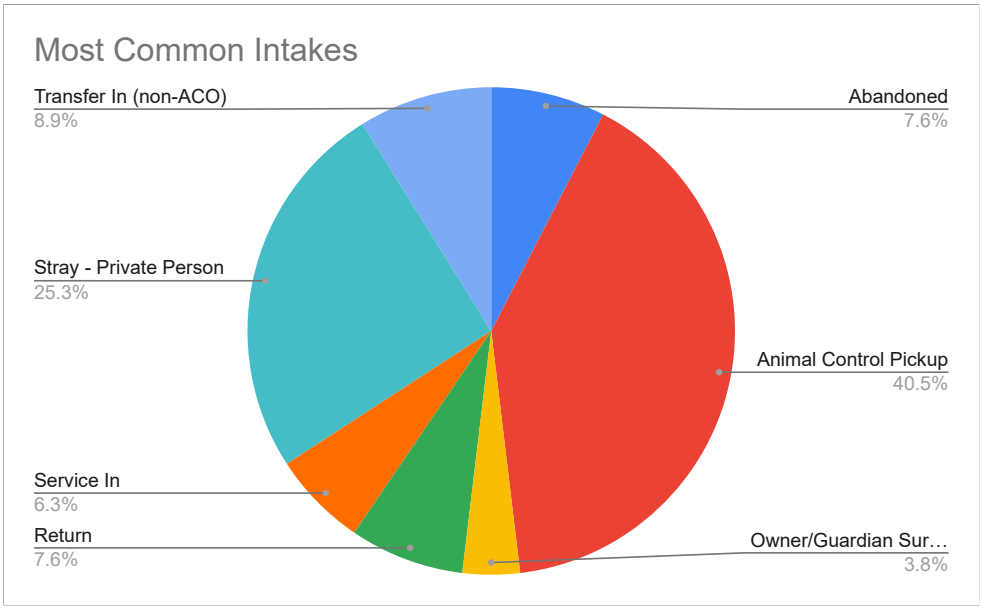
Start Date: 05/01/2022 End Date: 05/31/2022

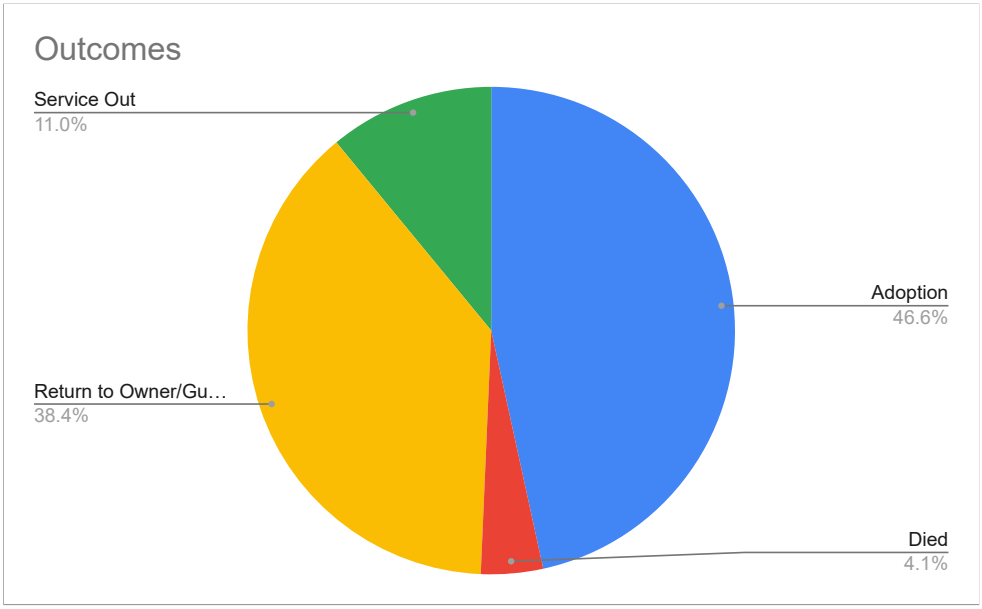
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	6
Animal Control Pickup	32
Owner/Guardian Surrender	3
Return	6
Service In	5
Stray - Private Person	20
Transfer In (non-ACO)	7

Outcome Type	COUNTA of Outc
Adoption	34
Died	3
Return to Owner	28
Service Out	8

Total Intakes	Total Outcomes
79	73





Banning Animal Shelter Report

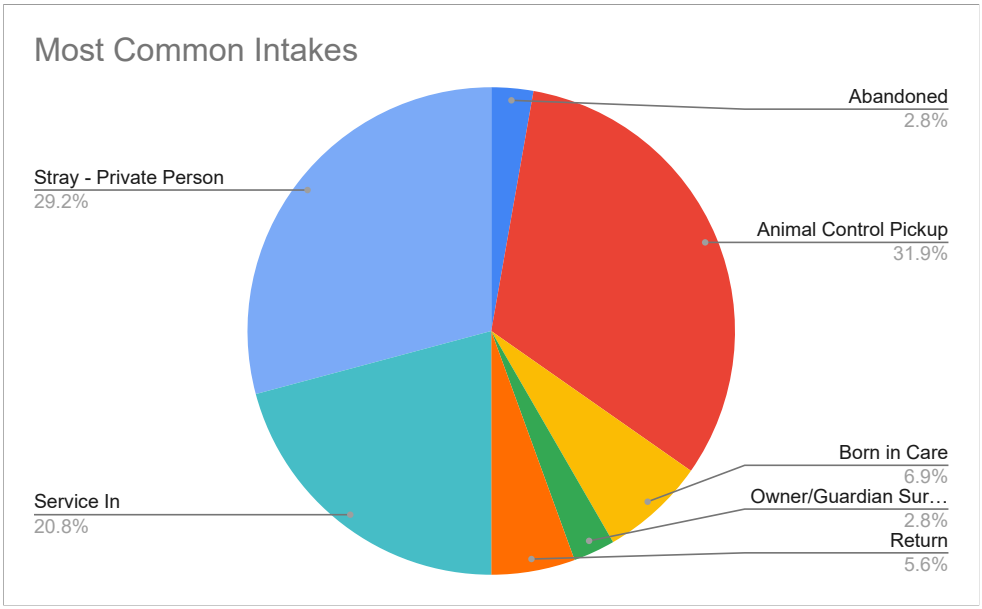
Start Date: 06/01/2022 End Date: 06/30/2022

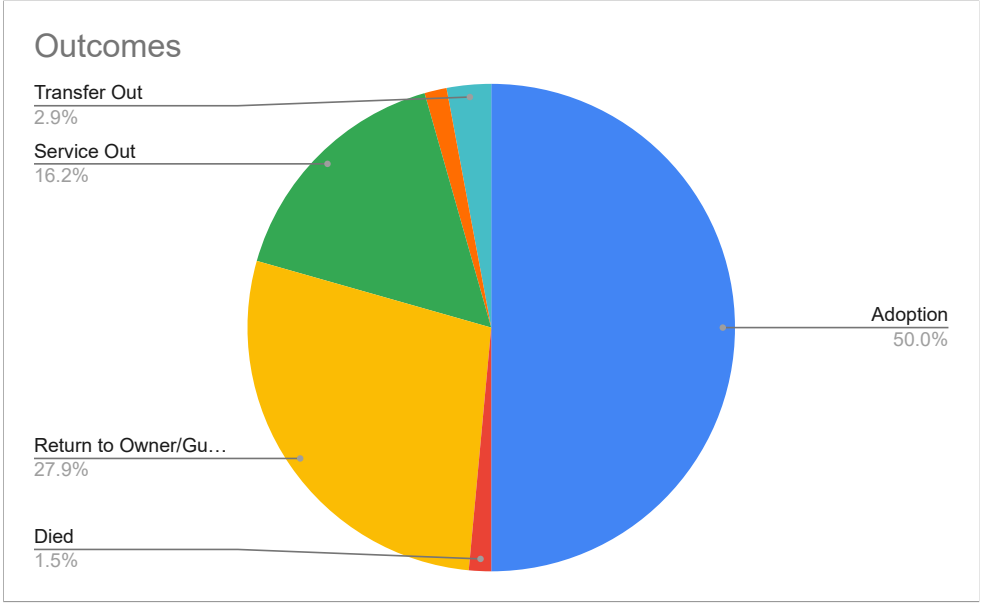
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	2
Animal Control Pickup	23
Born in Care	5
Owner/Guardian Surrender	2
Return	4
Service In	15
Stray - Private Person	21

Outcome Type	COUNTA of Outc
Adoption	34
Died	1
Return to Owner	19
Service Out	11
Stolen / Lost	1
Transfer Out	2

Total Intakes	Total Outcomes
72	68





Banning Animal Shelter Report

Start Date: 07/01/2021 End Date: 07/31/2021

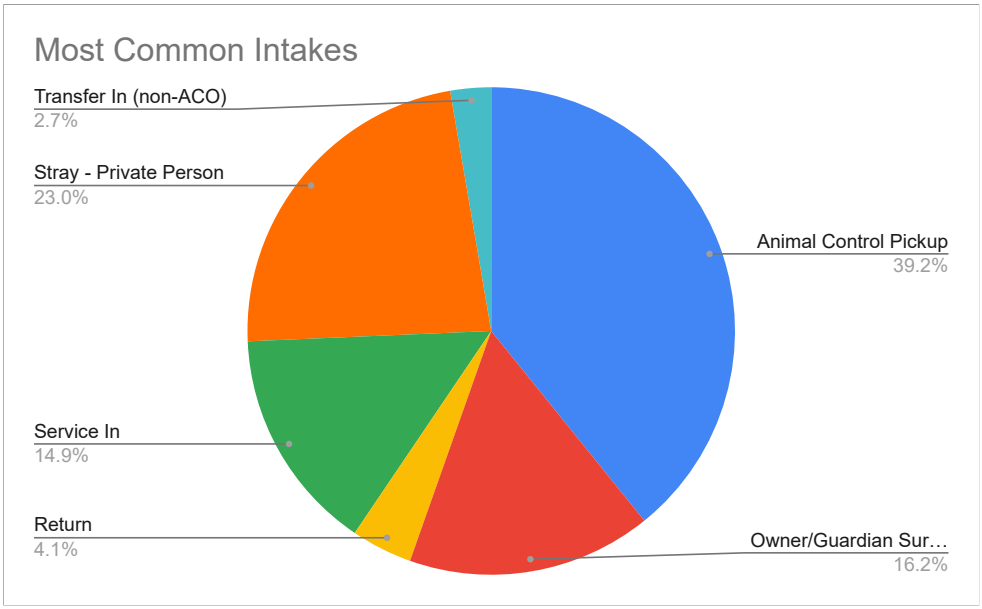
Dog .

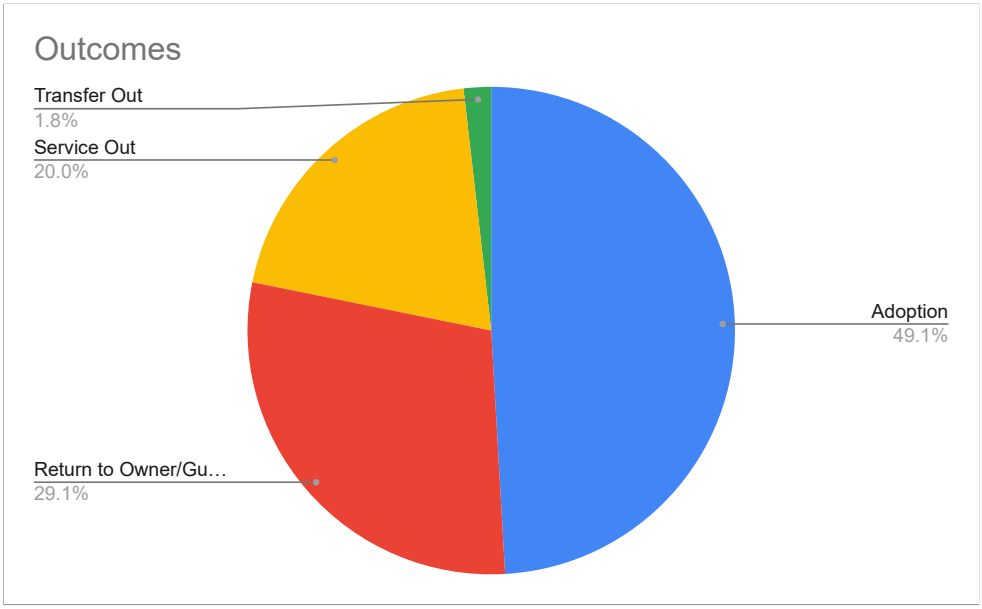
SPECIES

Intake Type	COUNTA of Intal
Animal Control Pickup	29
Owner/Guardian Surrender	12
Return	3
Service In	11
Stray - Private Person	17
Transfer In (non-ACO)	2

Outcome Type	COUNTA of Outc
Adoption	27
Return to Owner	16
Service Out	11
Transfer Out	1

Total Intakes	Total Outcomes
74	55





Banning Animal Shelter Report

Start Date: 08/01/2021 End Date: 08/31/2021

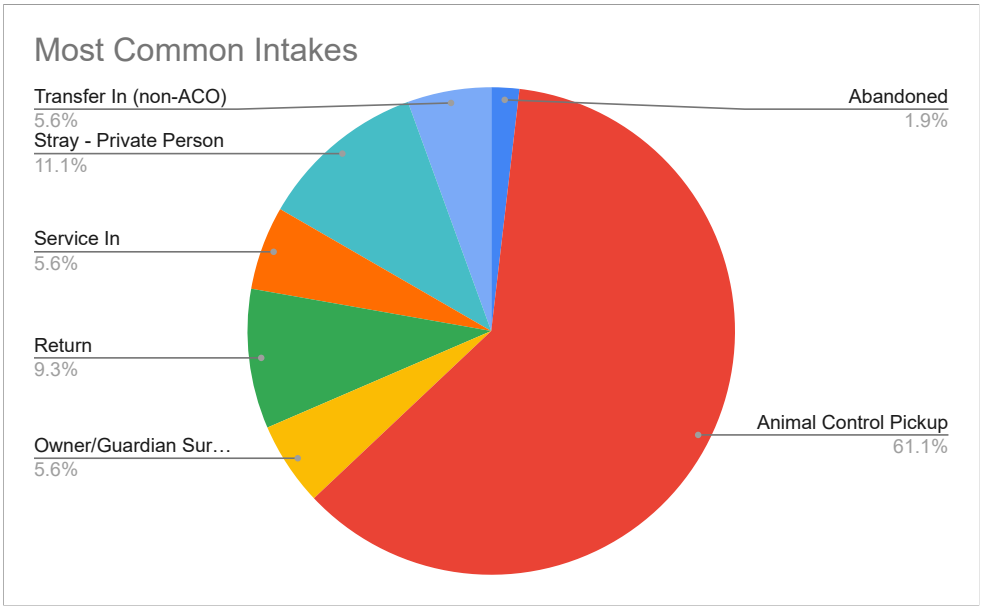
Dog .

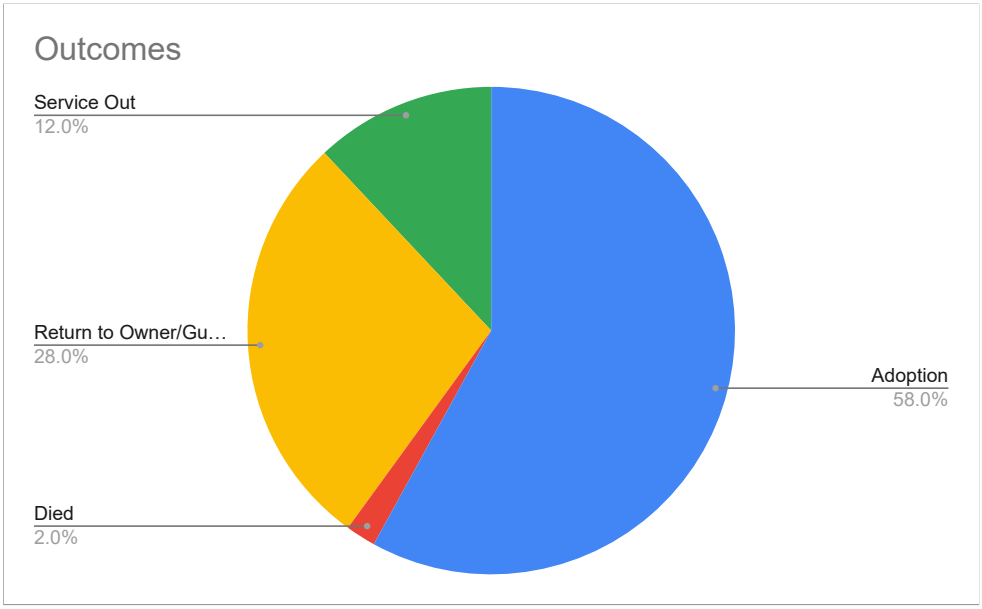
SPECIES

Intake Type	COUNTA of Intal
Abandoned	1
Animal Control Pickup	33
Owner/Guardian Surrender	3
Return	5
Service In	3
Stray - Private Person	6
Transfer In (non-ACO)	3

Outcome Type	COUNTA of Outc
Adoption	29
Died	1
Return to Owner	14
Service Out	6

Total Intakes	Total Outcomes
54	50





Banning Animal Shelter Report

Start Date: 09/01/2021 End Date: 09/30/2021

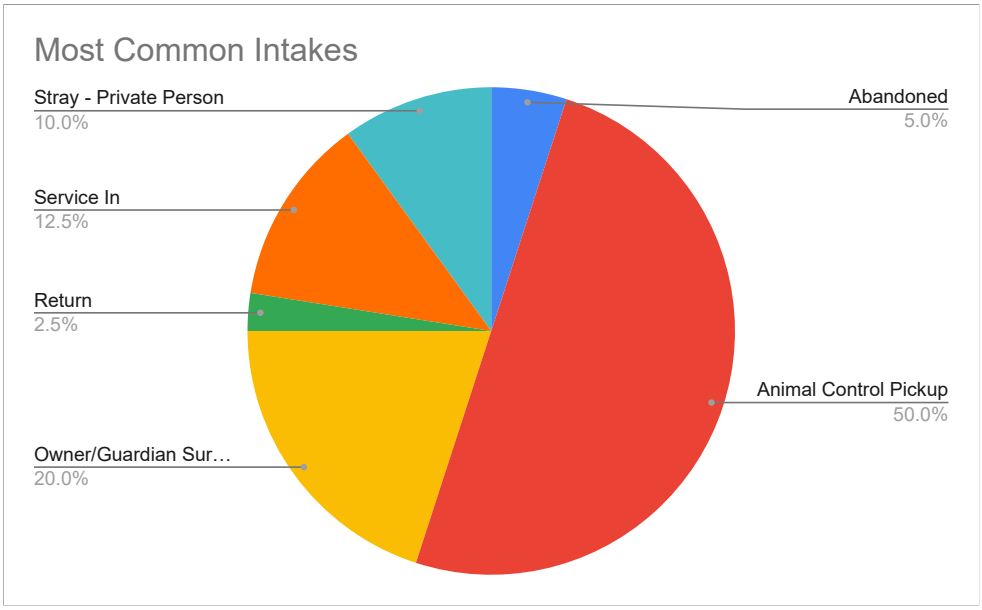
Dog .

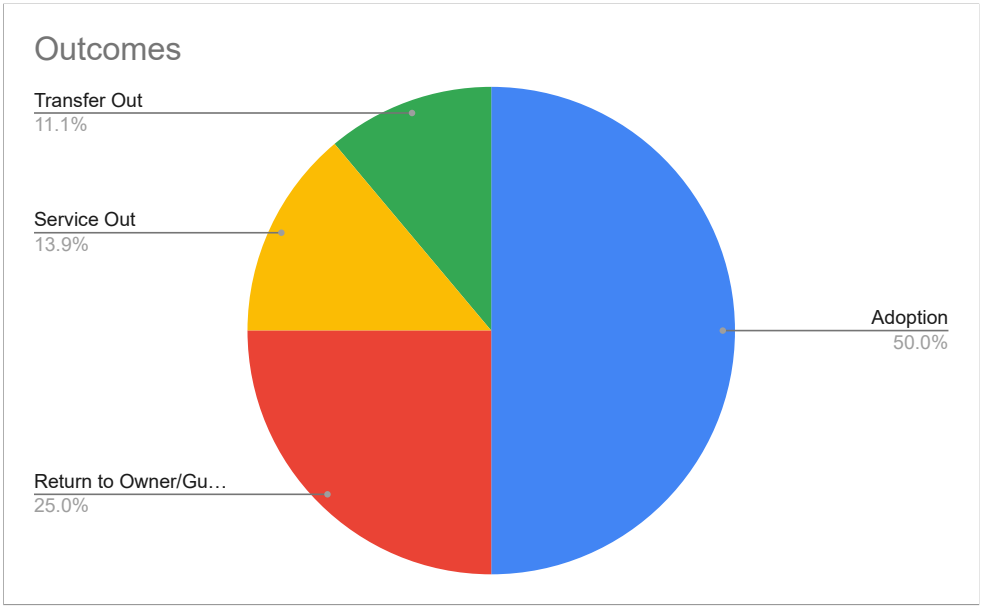
SPECIES

Intake Type	COUNTA of Intal
Abandoned	2
Animal Control Pickup	20
Owner/Guardian Surrender	8
Return	1
Service In	5
Stray - Private Person	4

Outcome Type	COUNTA of Outc
Adoption	18
Return to Owner	9
Service Out	5
Transfer Out	4

Total Intakes	Total Outcomes
40	36





Banning Animal Shelter Report

Start Date: 10/01/2021 End Date: 10/31/2021

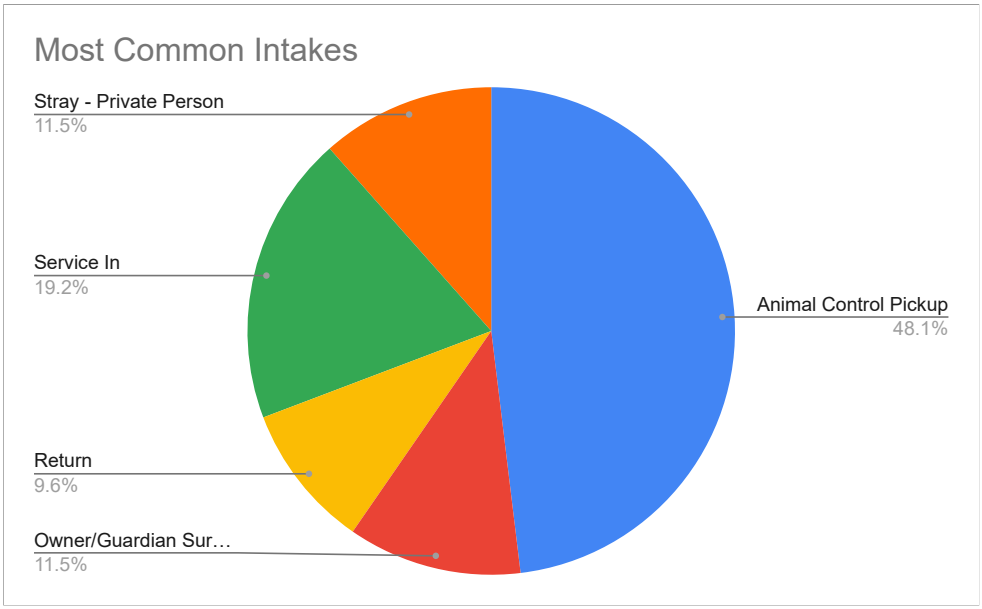
Dog .

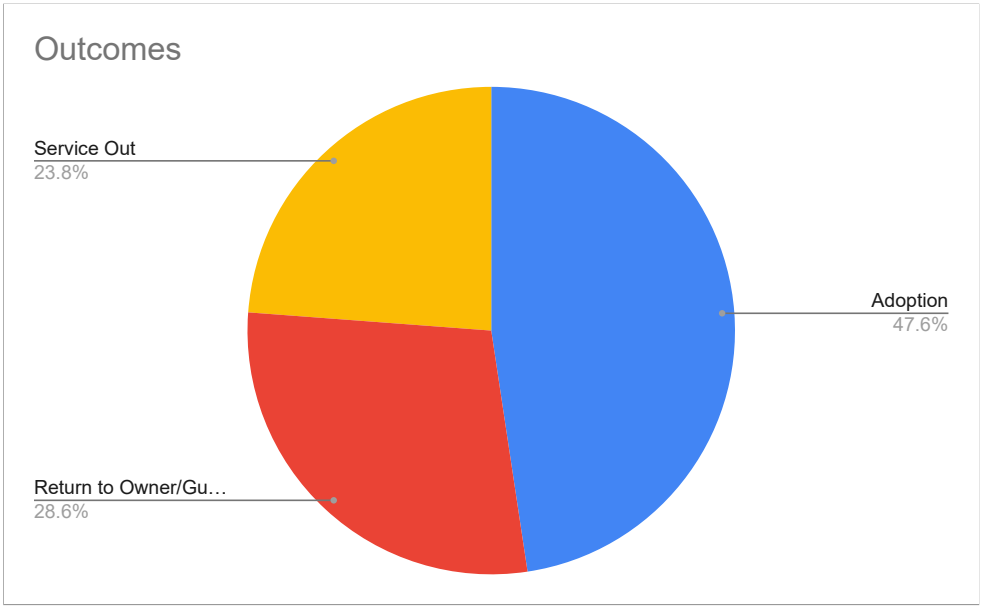
SPECIES

Intake Type	COUNTA of Intal
Animal Control Pickup	25
Owner/Guardian Surrender	6
Return	5
Service In	10
Stray - Private Person	6

Outcome Type	COUNTA of Outc
Adoption	20
Return to Owner	12
Service Out	10

Total Intakes	Total Outcomes
52	42





Banning Animal Shelter Report

Start Date: 11/01/2021 End Date: 11/30/2021

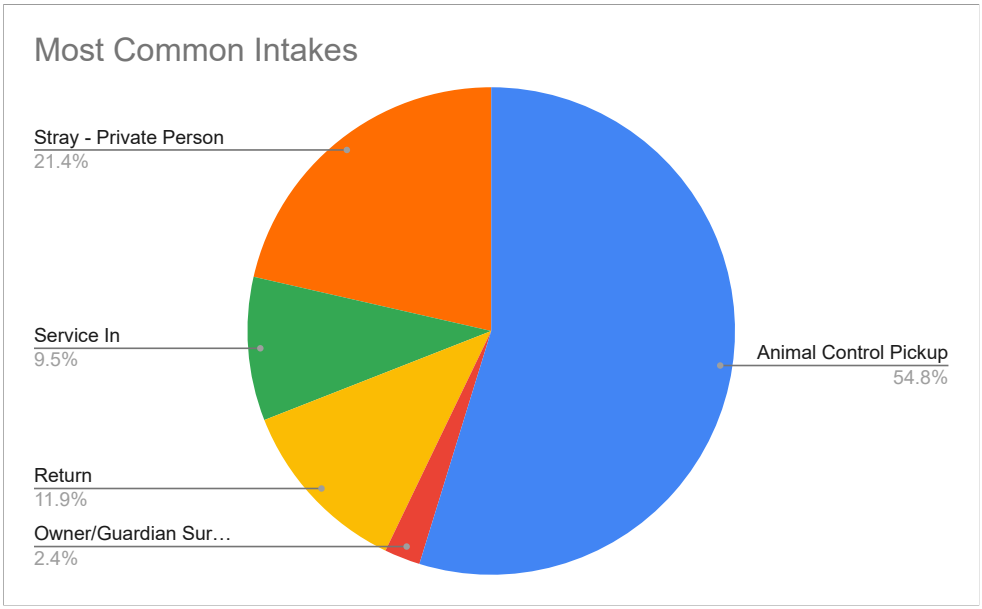
Dog .

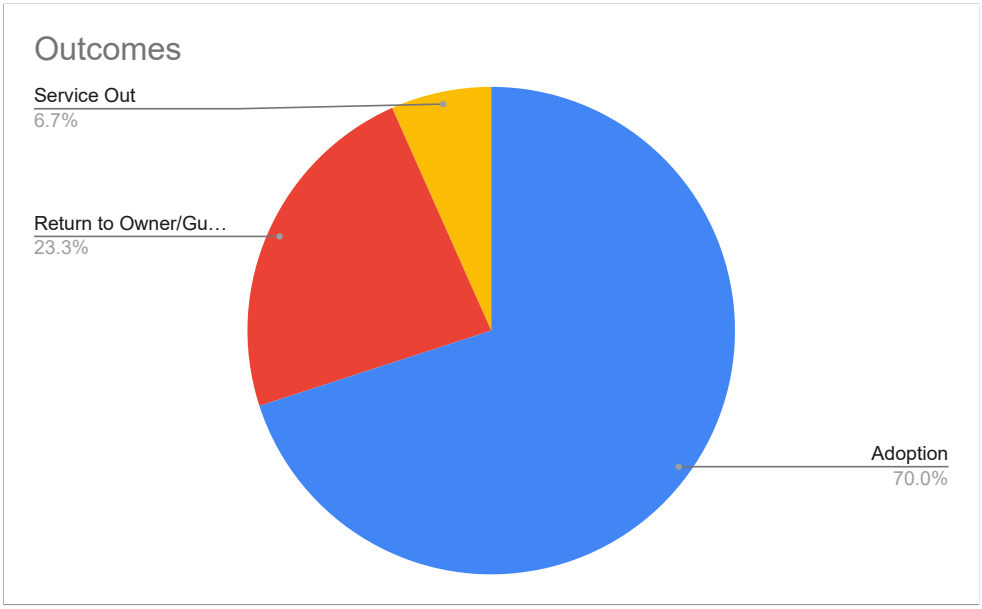
SPECIES

Intake Type	COUNTA of Intal
Animal Control Pickup	23
Owner/Guardian Surrender	1
Return	5
Service In	4
Stray - Private Person	9

Outcome Type	COUNTA of Outc
Adoption	42
Return to Owner	14
Service Out	4

Total Intakes	Total Outcomes
42	60





Banning Animal Shelter Report

Start Date: 12/01/2021 End Date: 12/31/2021

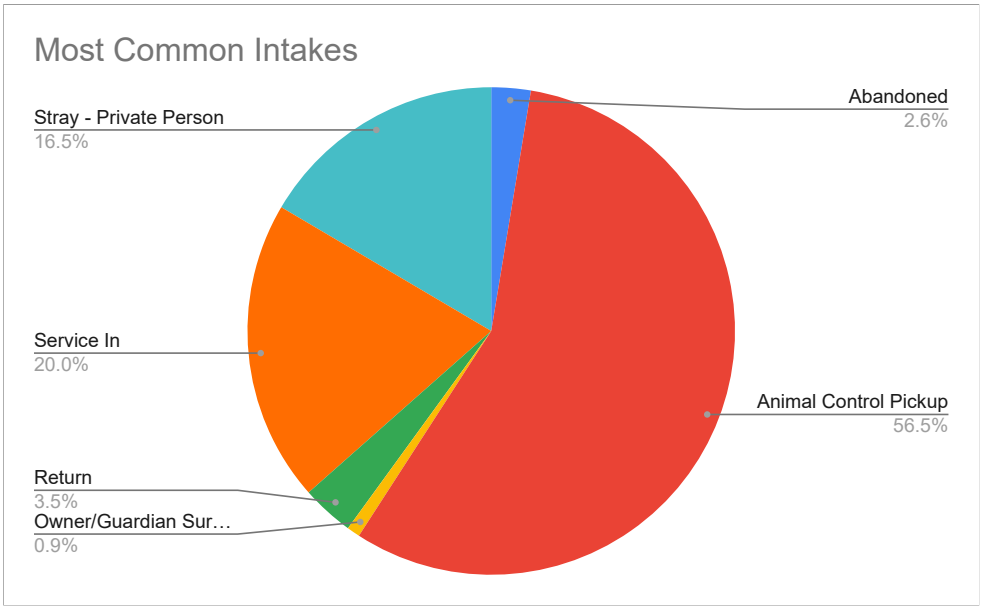
Dog .

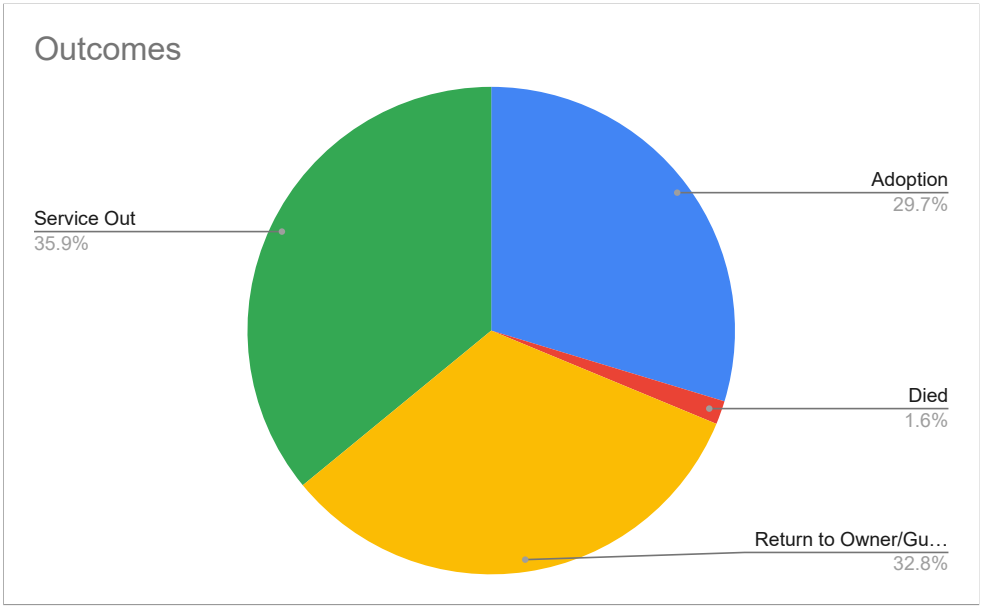
SPECIES

Intake Type	COUNTA of Intal
Abandoned	3
Animal Control Pickup	65
Owner/Guardian Surrender	1
Return	4
Service In	23
Stray - Private Person	19

Outcome Type	COUNTA of Outc
Adoption	19
Died	1
Return to Owner	21
Service Out	23

Total Intakes	Total Outcomes
115	64





Banning Animal Shelter Report

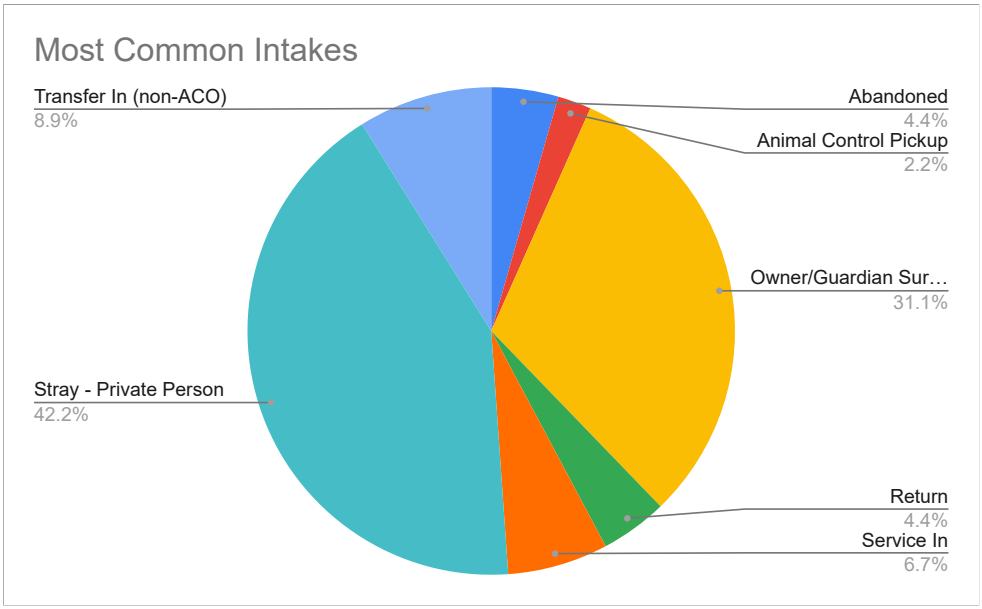
Start Date: 01/01/2023 End Date: 01/31/2023

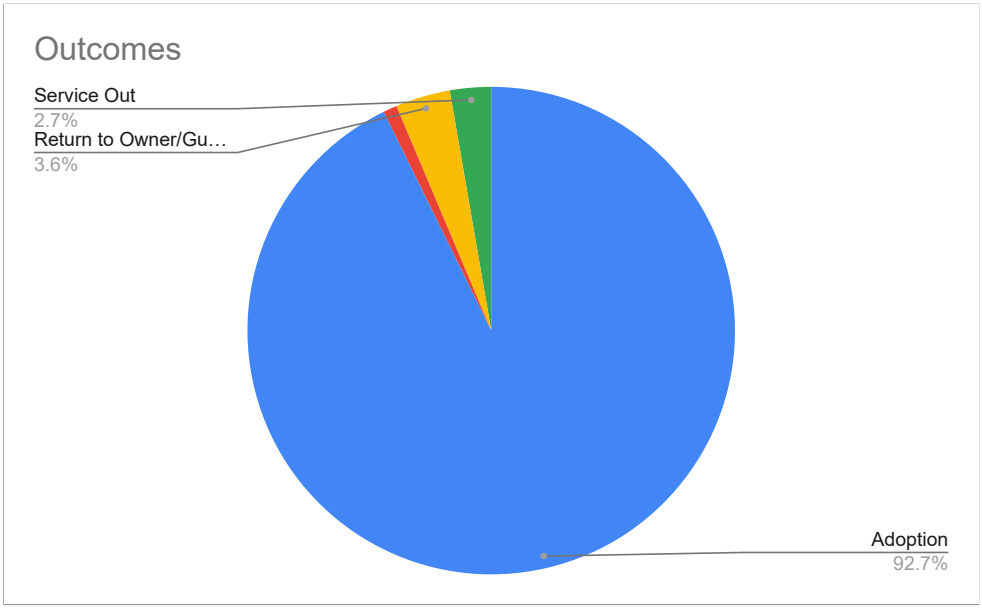
SPECIES Cat

Intake Type	COUNTA of Intal
Abandoned	2
Animal Control Pickup	1
Owner/Guardian Surrender	14
Return	2
Service In	3
Stray - Private Person	19
Transfer In (non-ACO)	4

Outcome Type	COUNTA of Outc
Adoption	102
Died	1
Return to Owner	4
Service Out	3

Total Intakes	Total Outcomes
45	110





Banning Animal Shelter Report

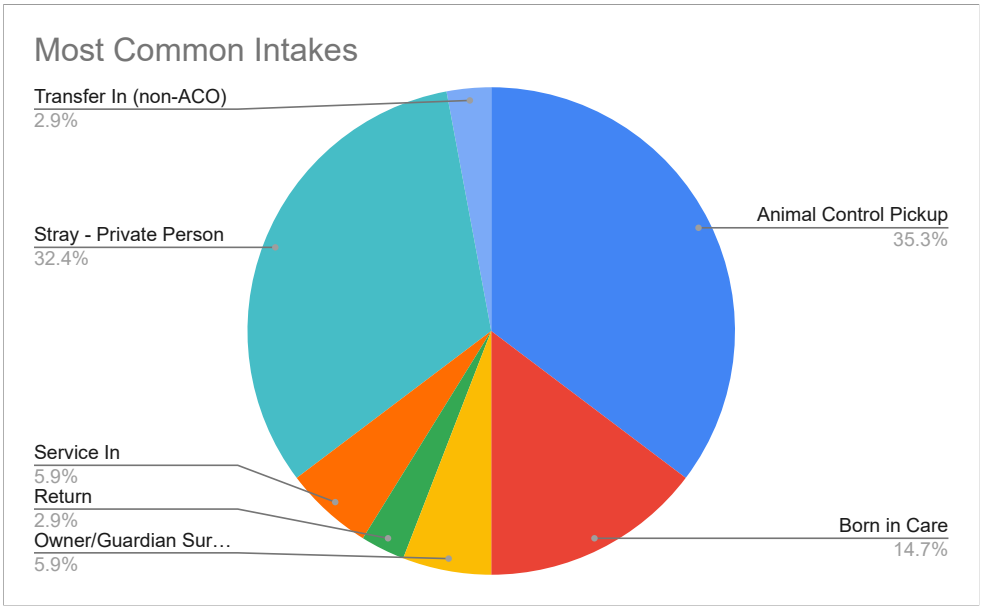
Start Date: 02/01/2023 End Date: 02/28/2023

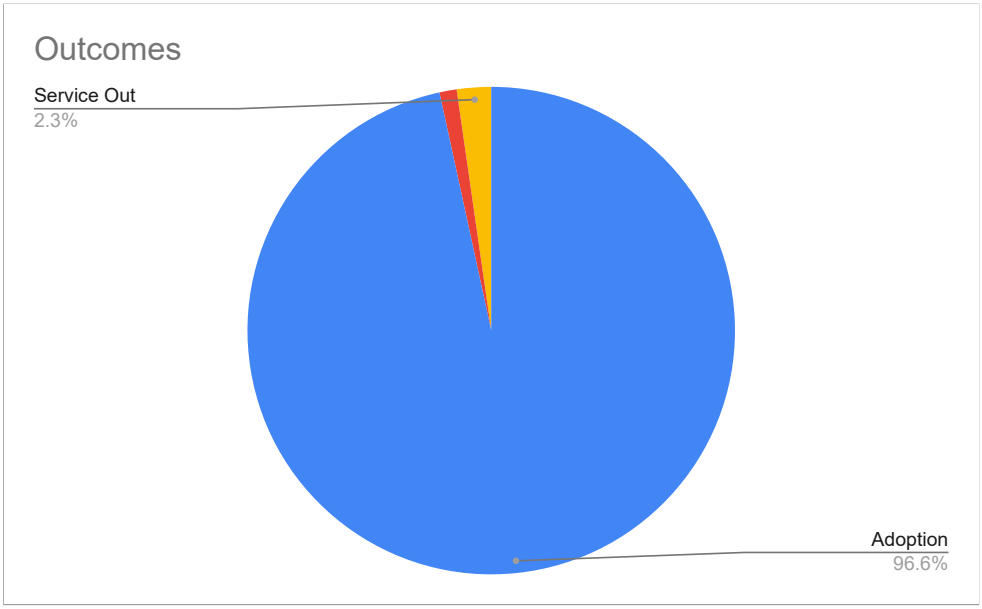
SPECIES Cat

Intake Type	COUNTA of Intal
Animal Control Pickup	12
Born in Care	5
Owner/Guardian Surrender	2
Return	1
Service In	2
Stray - Private Person	11
Transfer In (non-ACO)	1

Outcome Type	COUNTA of Outc
Adoption	85
Died	1
Service Out	2

Total Intakes	Total Outcomes
34	88





Banning Animal Shelter Report

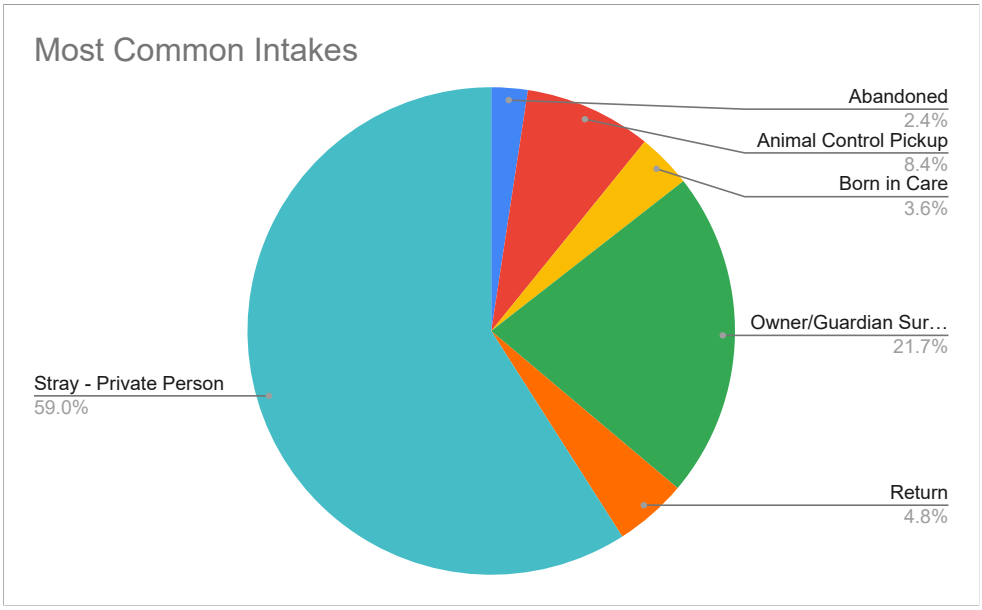
Start Date: 03/01/2023 End Date: 03/31/2023

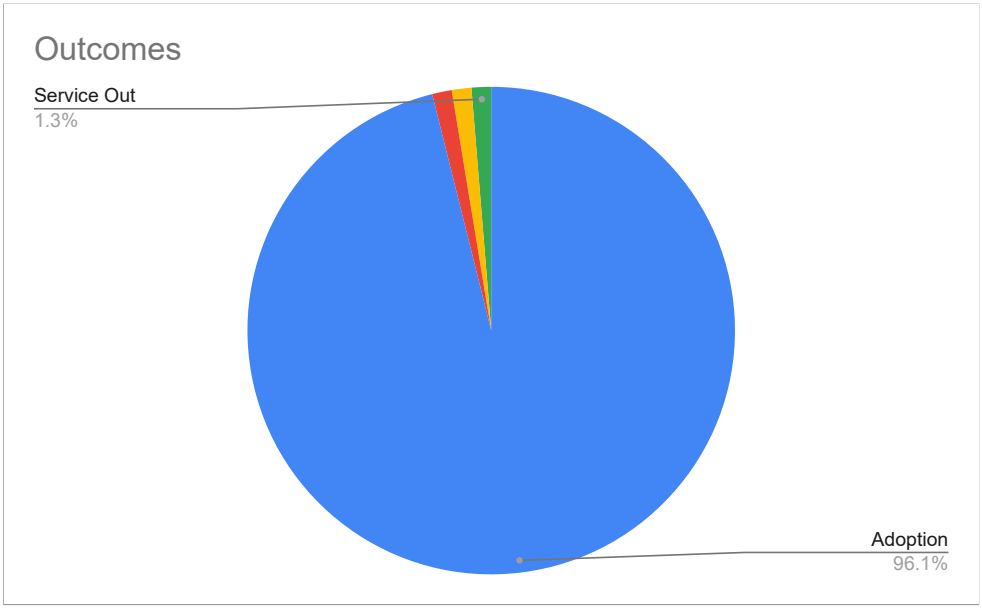
SPECIES Cat

Intake Type	COUNTA of Intal
Abandoned	2
Animal Control Pickup	7
Born in Care	3
Owner/Guardian Surrender	18
Return	4
Stray - Private Person	49

Outcome Type	COUNTA of Outc
Adoption	74
Died	1
Return to Owner	1
Service Out	1

Total Intakes	Total Outcomes
83	77





Banning Animal Shelter Report

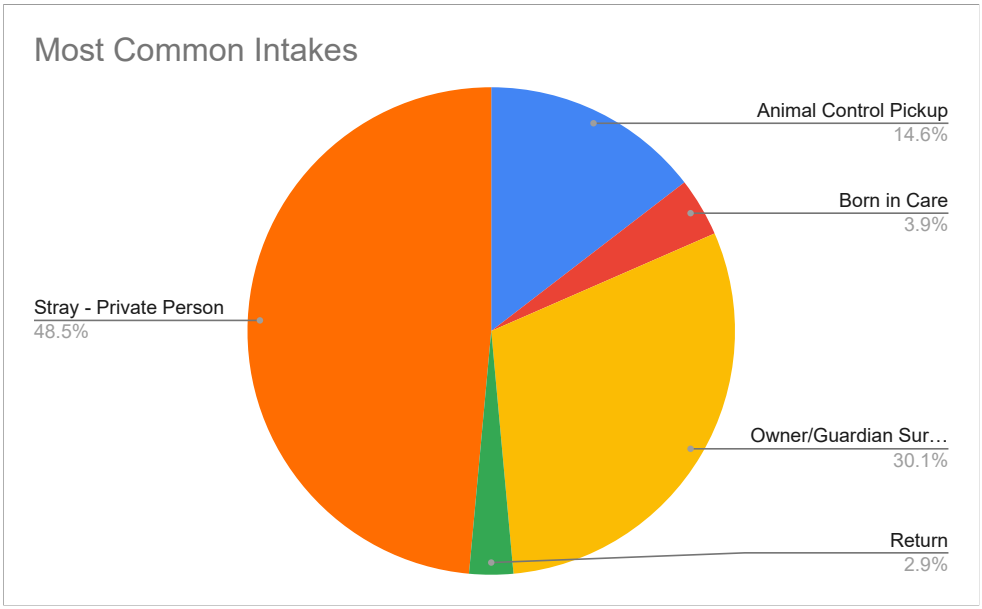
Start Date: 04/01/2023 End Date: 04/30/2023

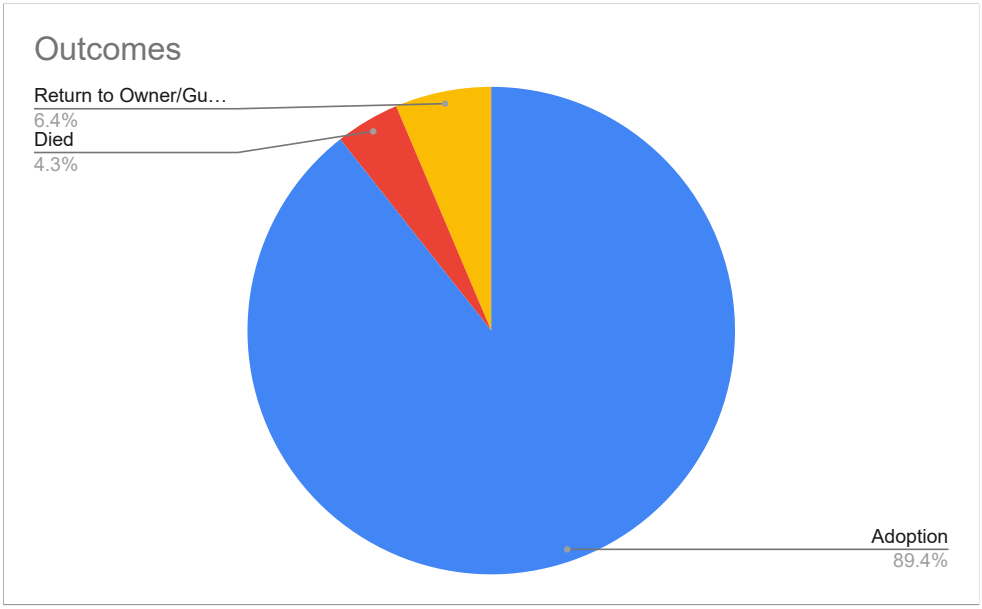
SPECIES Cat

Intake Type	COUNTA of Intal
Animal Control Pickup	15
Born in Care	4
Owner/Guardian Surrender	31
Return	3
Stray - Private Person	50

Outcome Type	COUNTA of Outc
Adoption	42
Died	2
Return to Owner	3

Total Intakes	Total Outcomes
103	47





Banning Animal Shelter Report

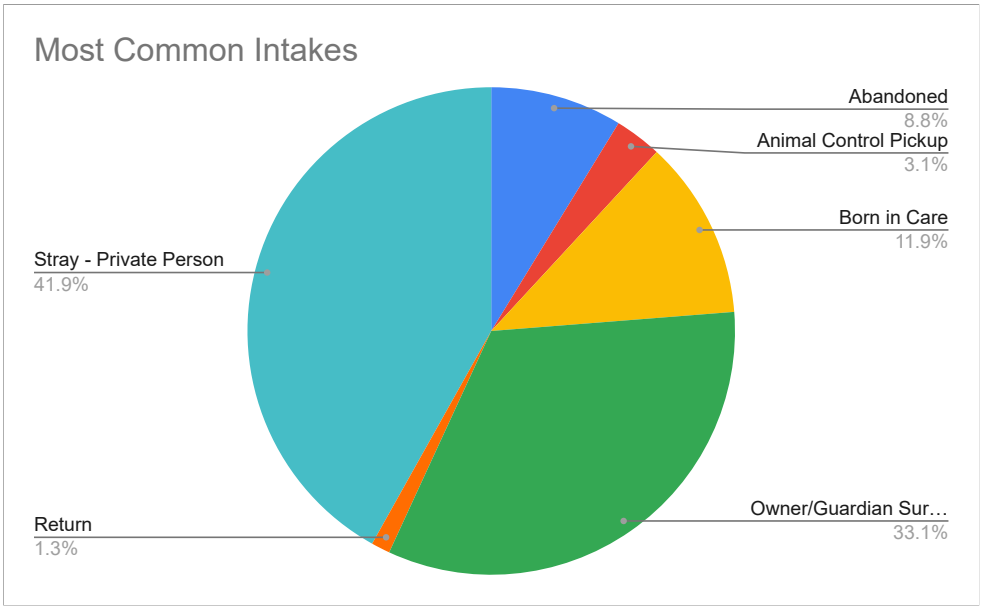
Start Date: 05/01/2023 End Date: 05/31/2023

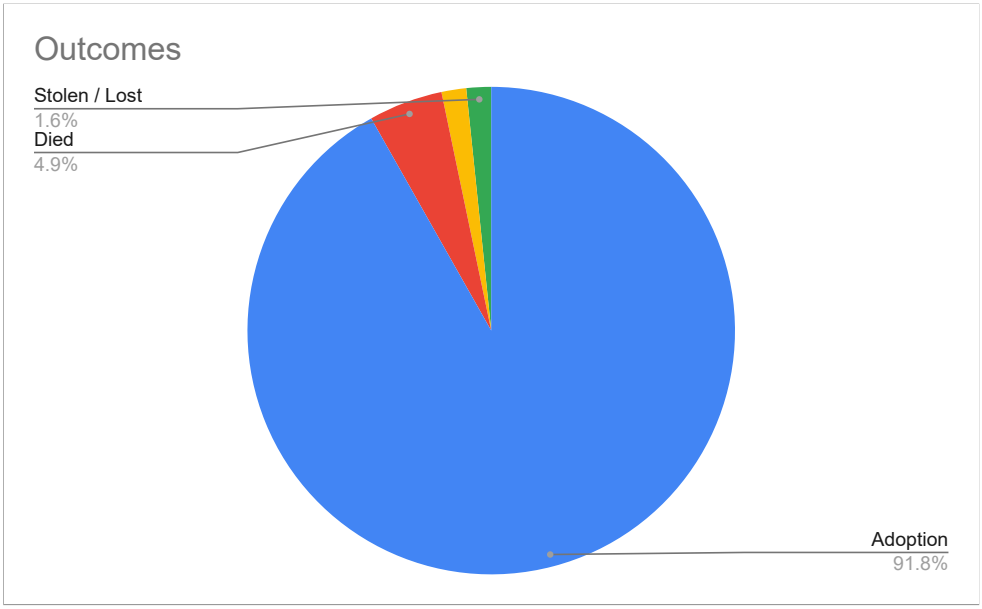
SPECIES Cat

Intake Type	COUNTA of Intal
Abandoned	14
Animal Control Pickup	5
Born in Care	19
Owner/Guardian Surrender	53
Return	2
Stray - Private Person	67

Outcome Type	COUNTA of Outc
Adoption	56
Died	3
Return to Owner	1
Stolen / Lost	1

Total Intakes	Total Outcomes
160	61





Banning Animal Shelter Report

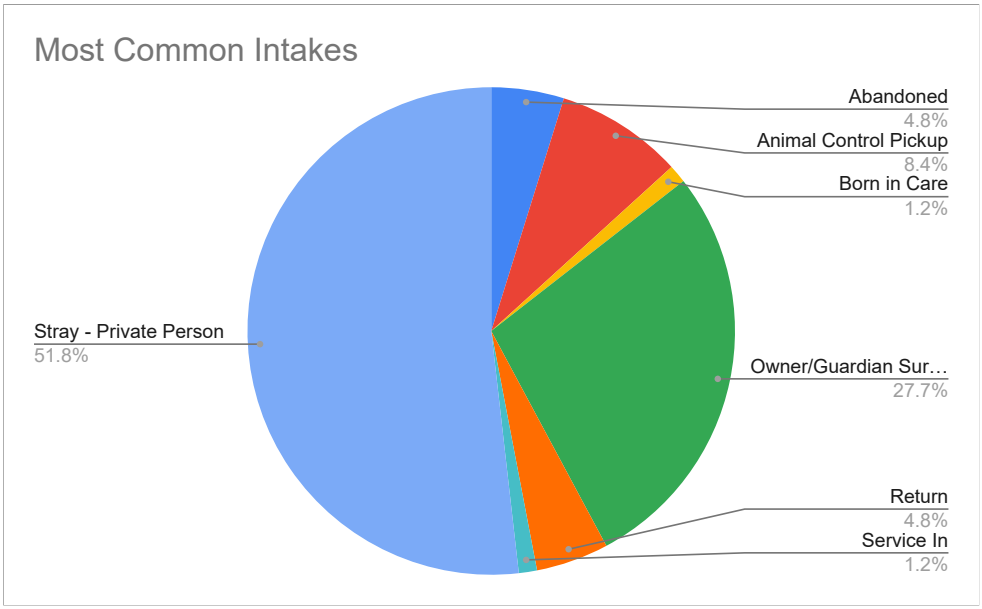
Start Date: 06/01/2023 End Date: 06/30/2023

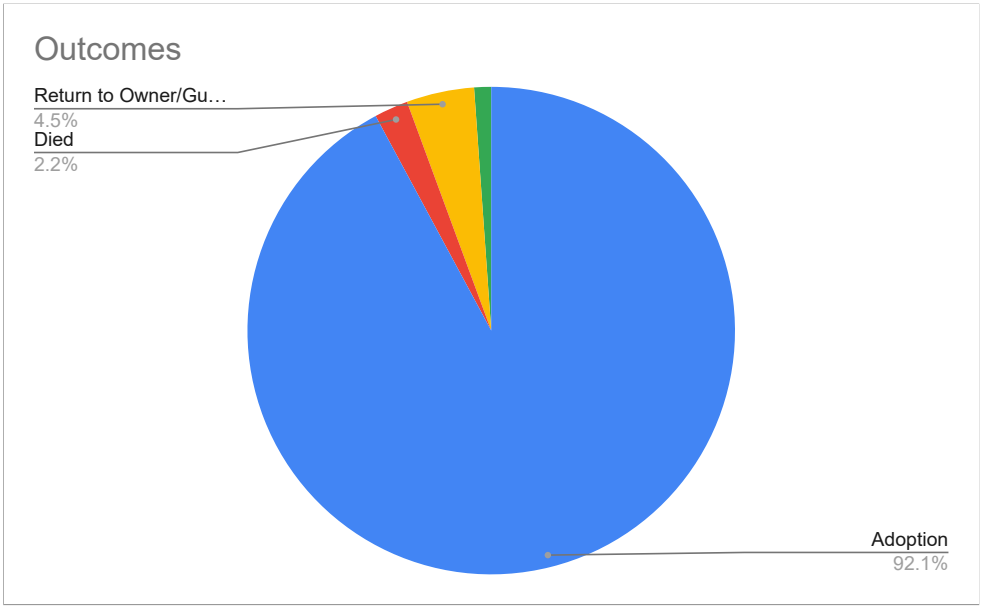
SPECIES Cat

Intake Type	COUNTA of Intal
Abandoned	4
Animal Control Pickup	7
Born in Care	1
Owner/Guardian Surrender	23
Return	4
Service In	1
Stray - Private Person	43

Outcome Type	COUNTA of Outc
Adoption	82
Died	2
Return to Owner	4
Service Out	1

Total Intakes	Total Outcomes
83	89





Banning Animal Shelter Report

Start Date: 07/01/2022 End Date: 07/31/2022

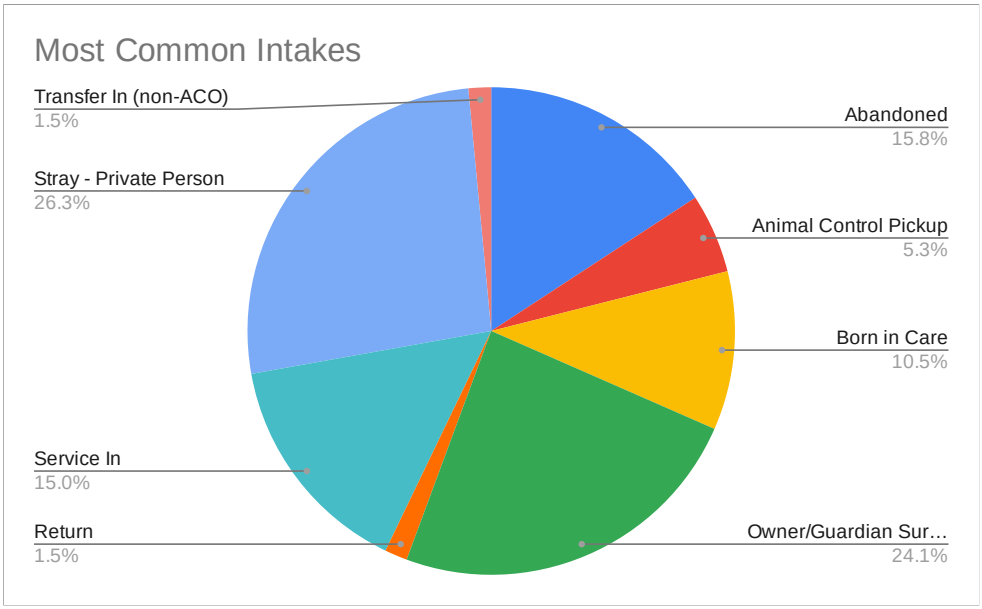
Cat .

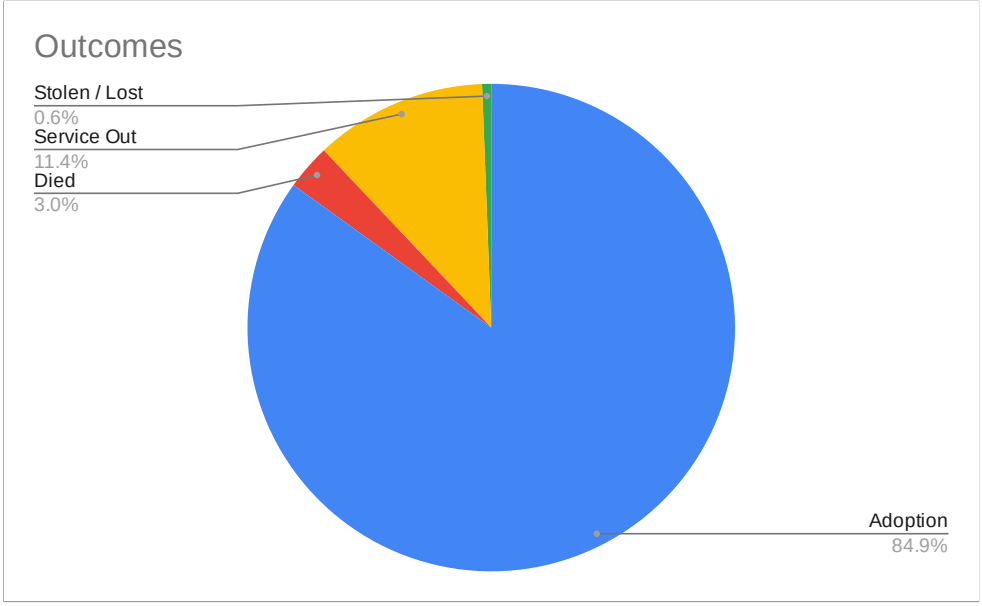
SPECIES

Intake Type	COUNTA of Intak
Abandoned	21
Animal Control Pickup	7
Born in Care	14
Owner/Guardian Surrender	32
Return	2
Service In	20
Stray - Private Person	35
Transfer In (non-ACO)	2

Outcome Type	COUNTA of Outc
Adoption	141
Died	5
Service Out	19
Stolen / Lost	1

Total Intakes	Total Outcomes
133	166





Banning Animal Shelter Report

Start Date: 08/01/2022 End Date: 08/31/2022

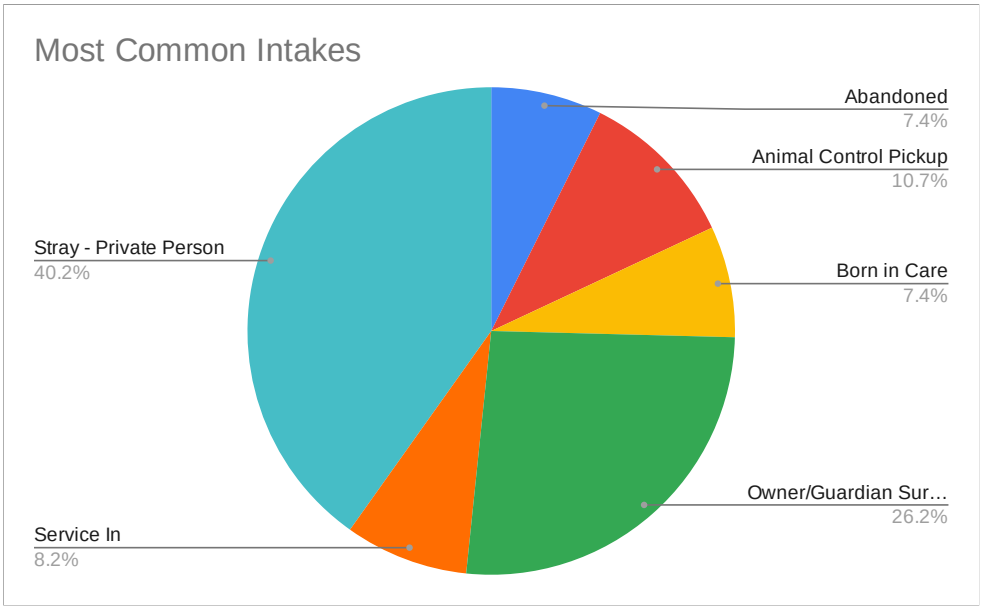
Cat .

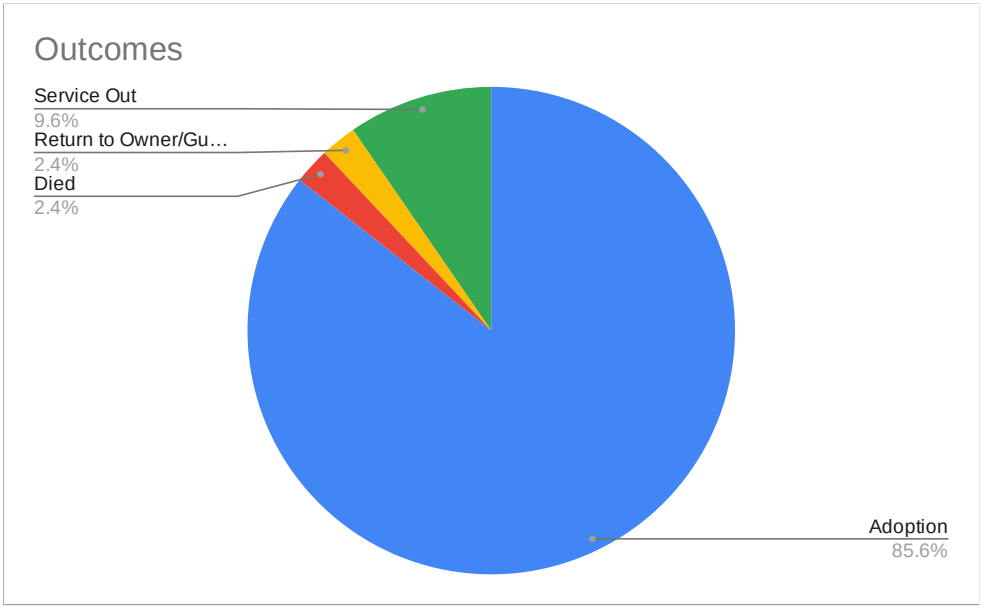
SPECIES

Intake Type	COUNTA of Intak
Abandoned	9
Animal Control Pickup	13
Born in Care	9
Owner/Guardian Surrender	32
Service In	10
Stray - Private Person	49

Outcome Type	COUNTA of Outc
Adoption	107
Died	3
Return to Owner/	3
Service Out	12

Total Intakes	Total Outcomes
122	125





Banning Animal Shelter Report

Start Date: 09/01/2022 End Date: 09/30/2022

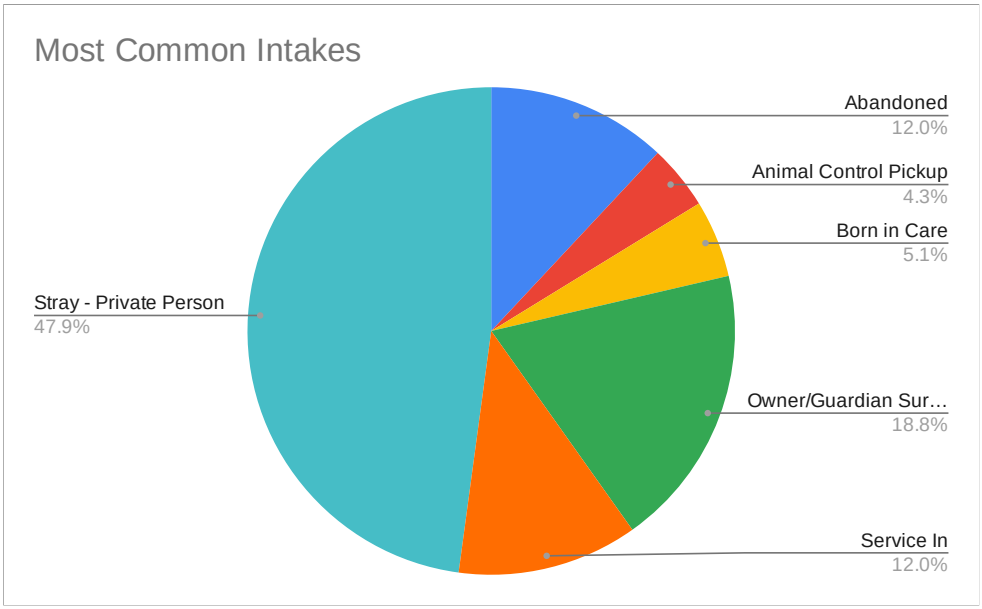
Cat .

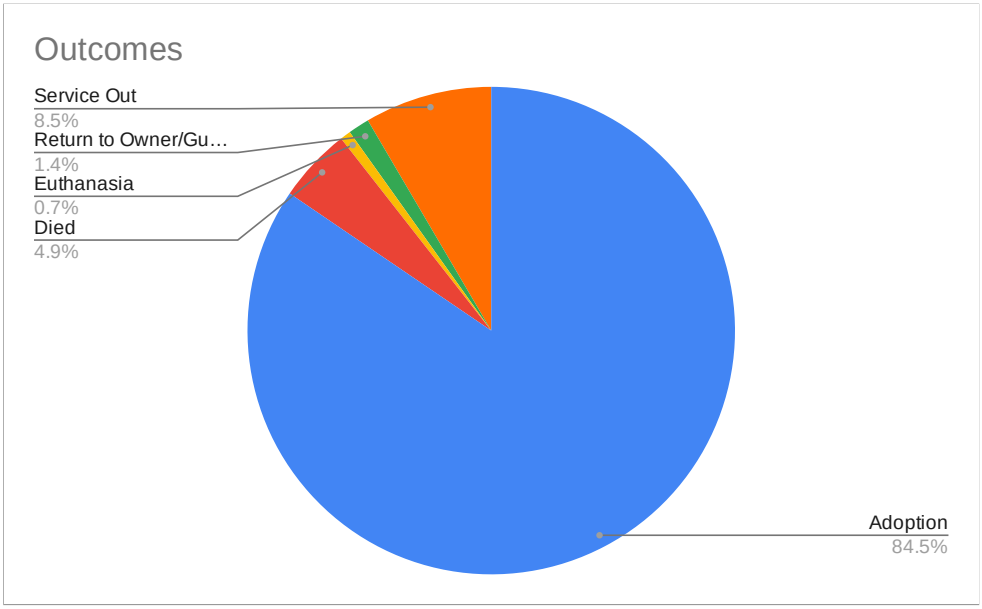
SPECIES

Intake Type	COUNTA of Intak
Abandoned	14
Animal Control Pickup	5
Born in Care	6
Owner/Guardian Surrender	22
Service In	14
Stray - Private Person	56

Outcome Type	COUNTA of Outc
Adoption	120
Died	7
Euthanasia	1
Return to Owner/	2
Service Out	12

Total Intakes	Total Outcomes
117	142





Banning Animal Shelter Report

Start Date: 10/01/2022 End Date: 10/31/2022

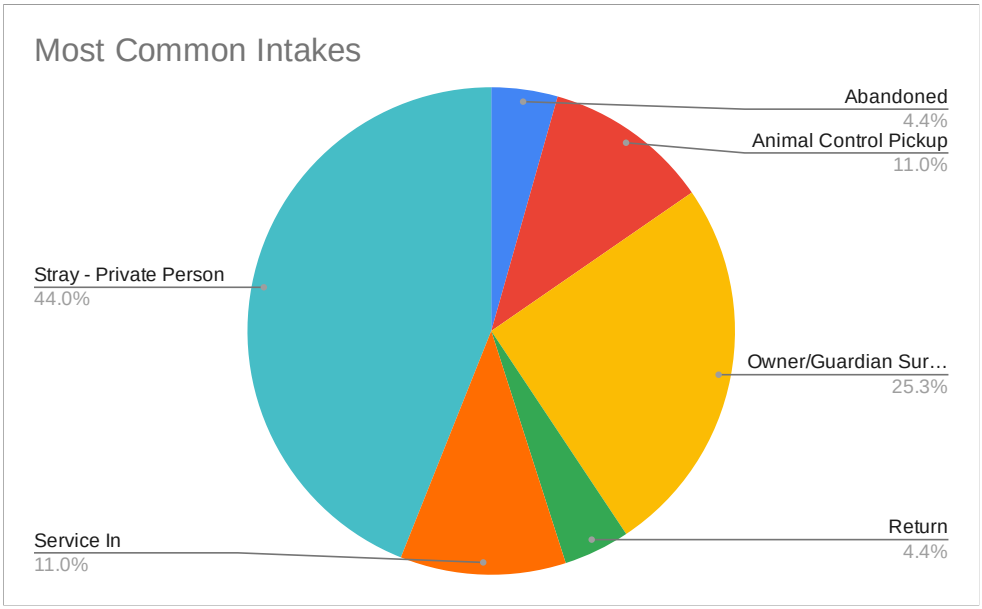
Cat .

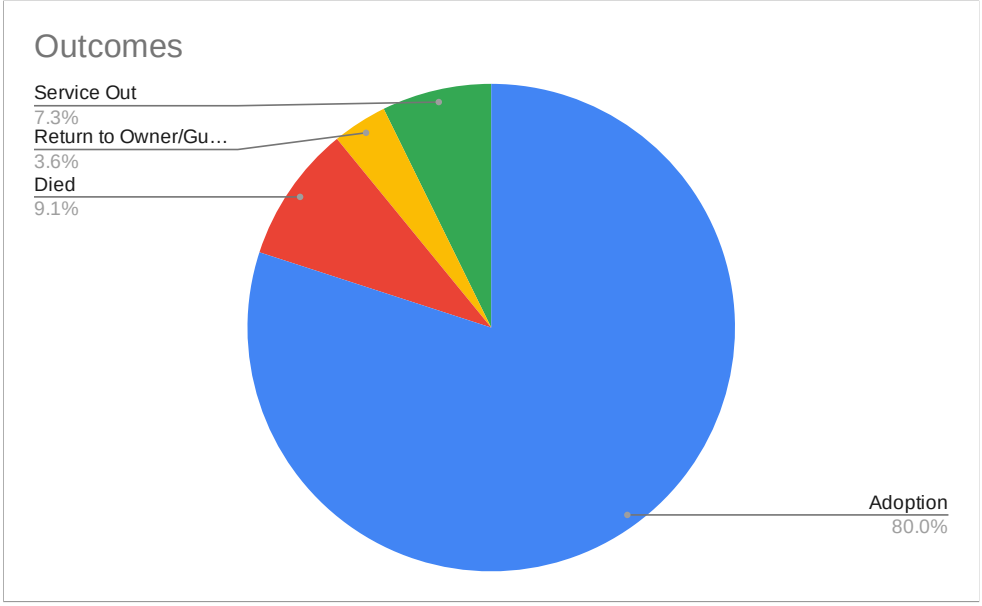
SPECIES

Intake Type	COUNTA of Intak
Abandoned	4
Animal Control Pickup	10
Owner/Guardian Surrender	23
Return	4
Service In	10
Stray - Private Person	40

Outcome Type	COUNTA of Outc
Adoption	88
Died	10
Return to Owner/	4
Service Out	8

Total Intakes	Total Outcomes
91	110





Banning Animal Shelter Report

Start Date: 11/01/2022 End Date: 11/30/2022

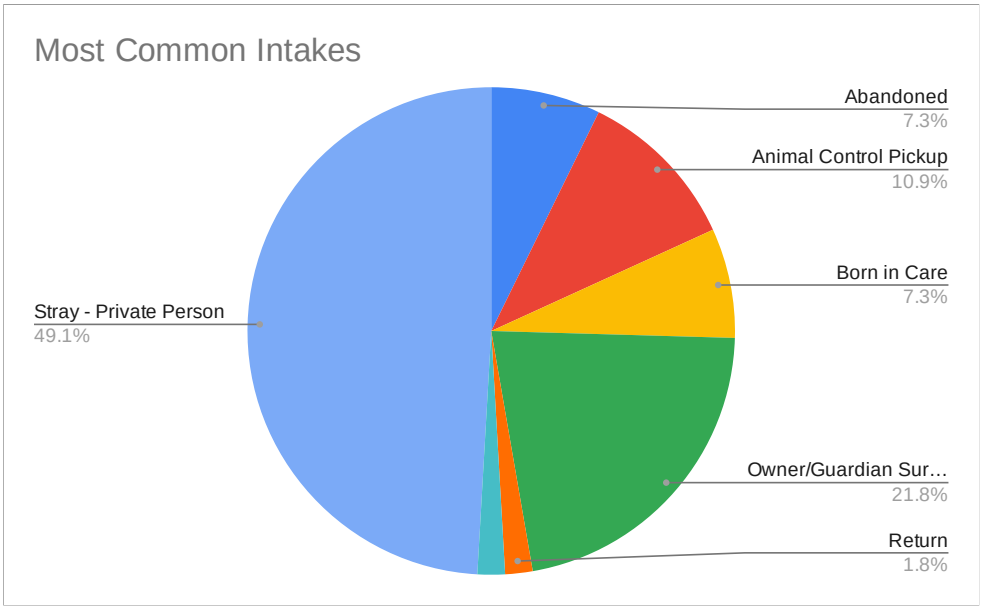
Cat .

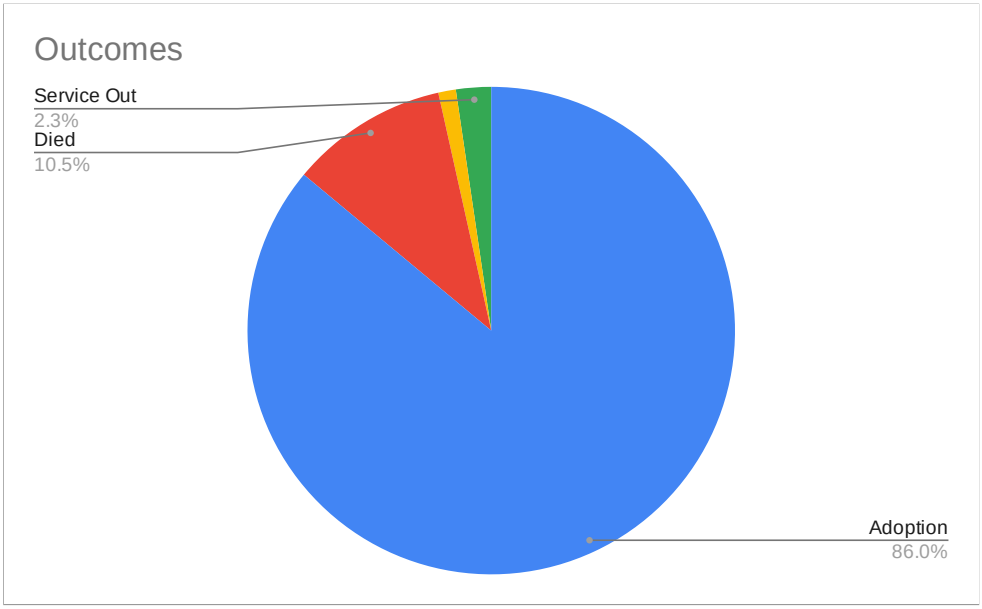
SPECIES

Intake Type	COUNTA of Intak
Abandoned	4
Animal Control Pickup	6
Born in Care	4
Owner/Guardian Surrender	12
Return	1
Service In	1
Stray - Private Person	27

Outcome Type	COUNTA of Outc
Adoption	74
Died	9
Euthanasia	1
Service Out	2

Total Intakes	Total Outcomes
55	86





Banning Animal Shelter Report

Start Date: 12/01/2022 End Date: 12/31/2022

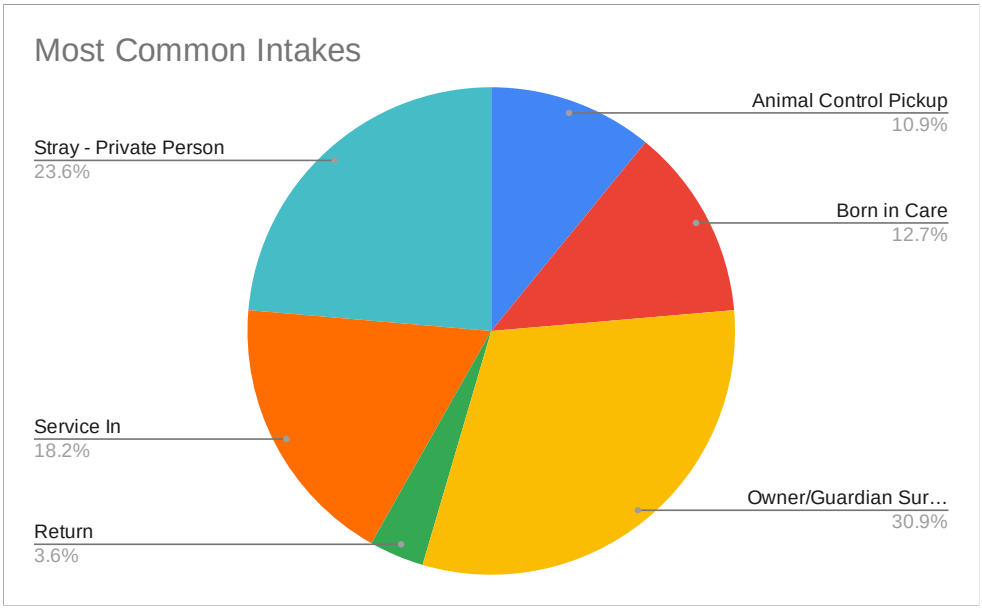
Cat .

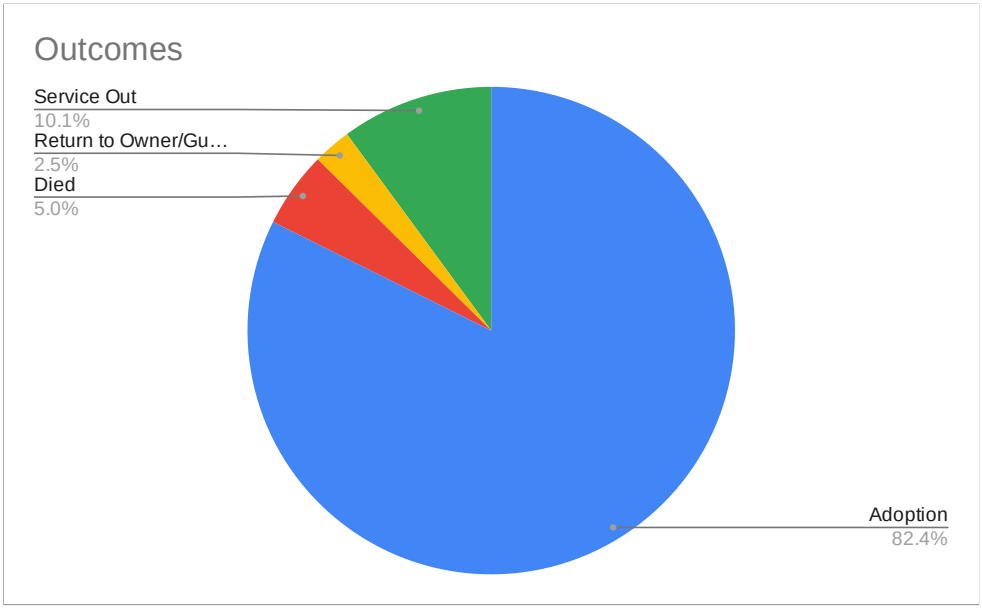
SPECIES

Intake Type	COUNTA of Intak
Animal Control Pickup	6
Born in Care	7
Owner/Guardian Surrender	17
Return	2
Service In	10
Stray - Private Person	13

Outcome Type	COUNTA of Outc
Adoption	98
Died	6
Return to Owner/	3
Service Out	12

Total Intakes	Total Outcomes
55	119





Banning Animal Shelter Report

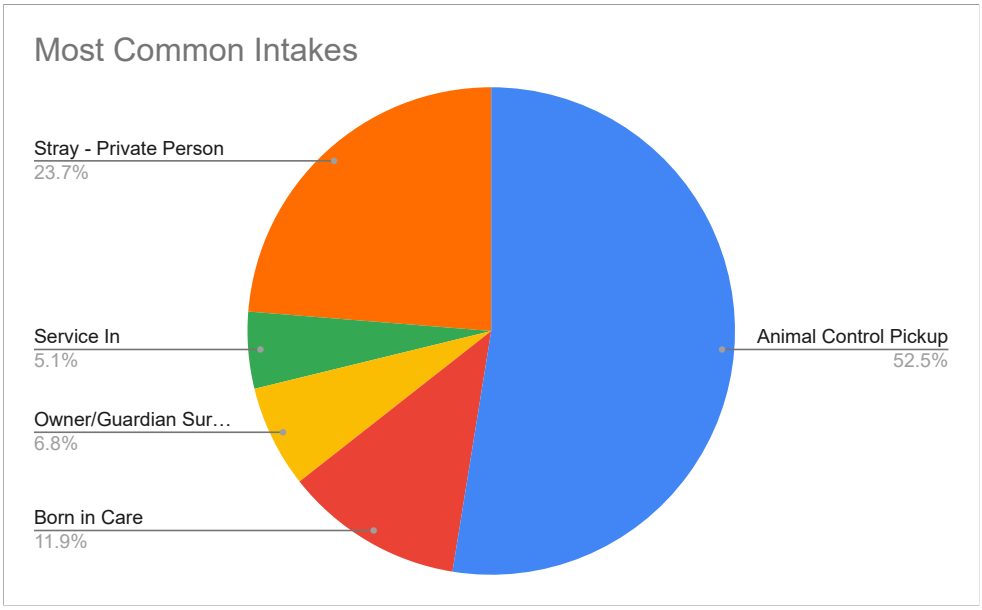
Start Date: 01/01/2023 End Date: 01/31/2023

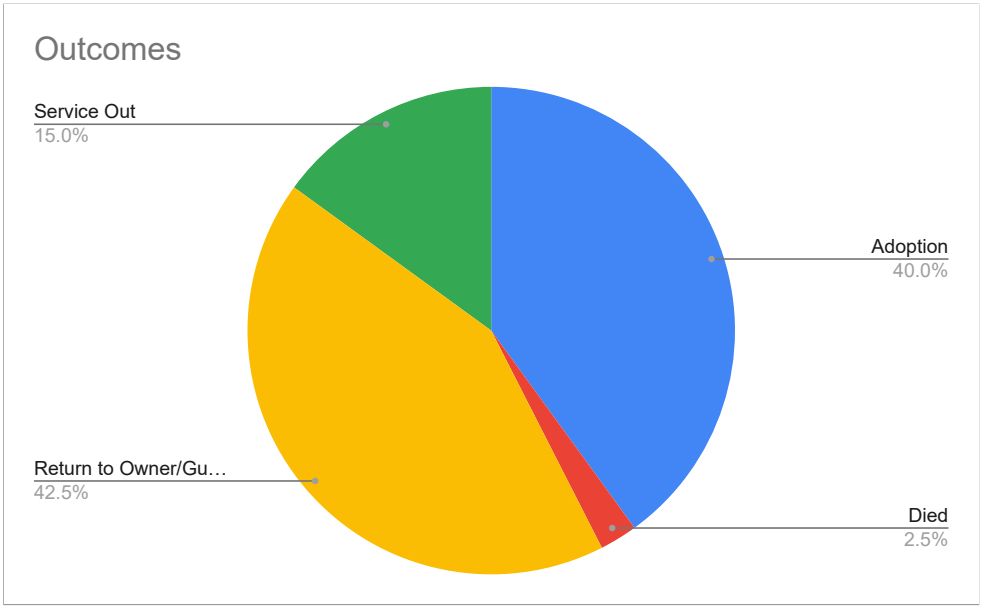
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	31
Born in Care	7
Owner/Guardian Surrender	4
Service In	3
Stray - Private Person	14

Outcome Type	COUNTA of Outc
Adoption	16
Died	1
Return to Owner	17
Service Out	6

Total Intakes	Total Outcomes
59	40





Banning Animal Shelter Report

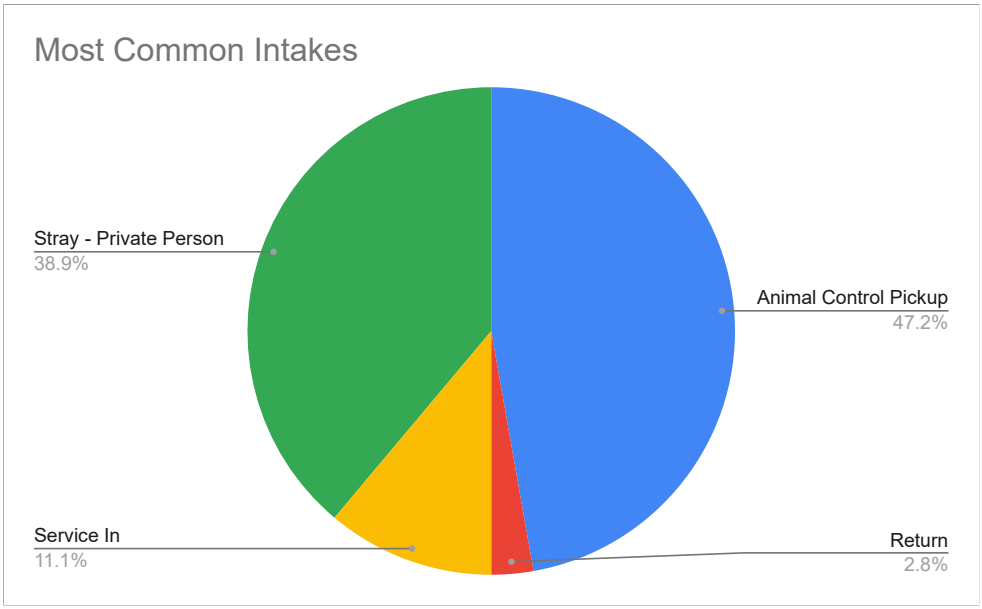
Start Date: 02/01/2023 End Date: 02/28/2023

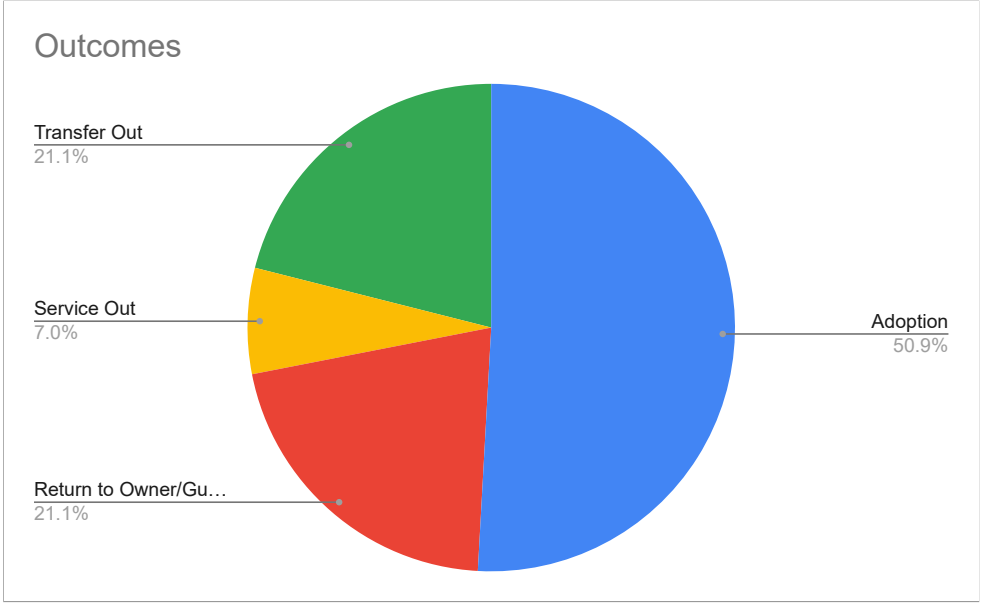
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	17
Return	1
Service In	4
Stray - Private Person	14

Outcome Type	COUNTA of Outc
Adoption	29
Return to Owner	12
Service Out	4
Transfer Out	12

Total Intakes	Total Outcomes
36	57





Banning Animal Shelter Report

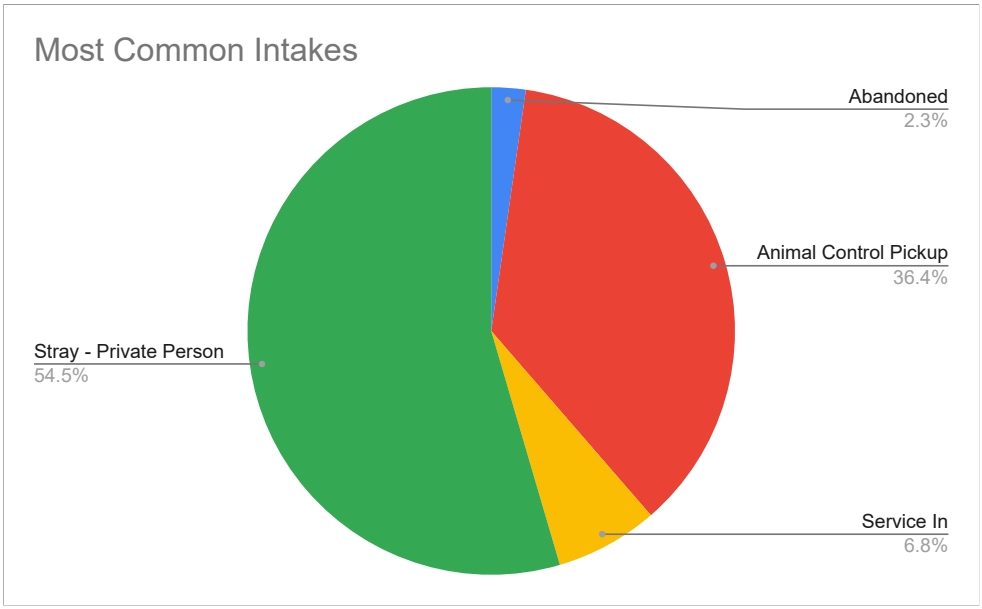
Start Date: 03/01/2023 End Date: 03/31/2023

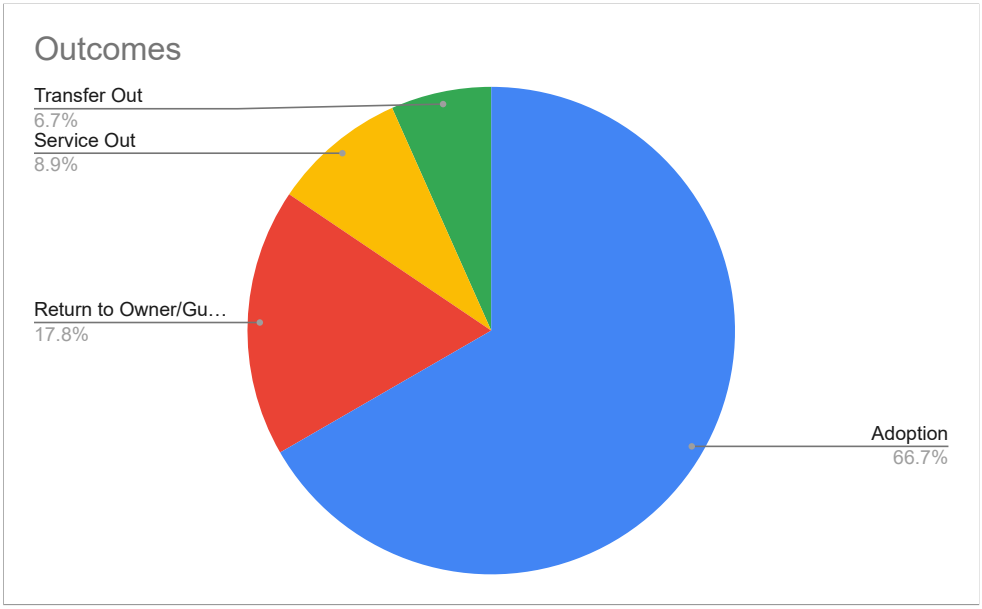
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	1
Animal Control Pickup	16
Service In	3
Stray - Private Person	24

Outcome Type	COUNTA of Outc
Adoption	30
Return to Owner	8
Service Out	4
Transfer Out	3

Total Intakes	Total Outcomes
44	45





Banning Animal Shelter Report

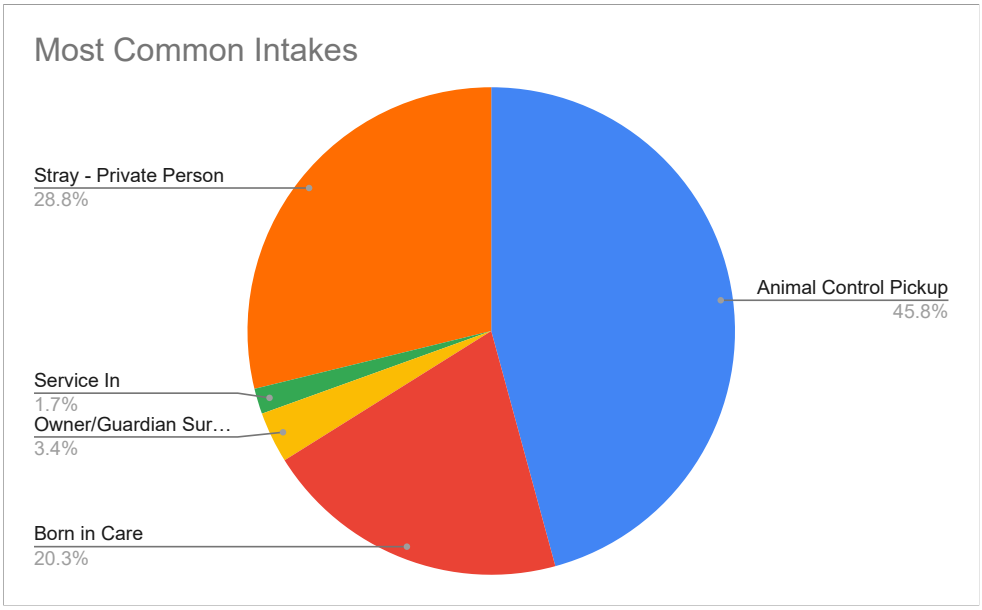
Start Date: 04/01/2023 End Date: 04/30/2023

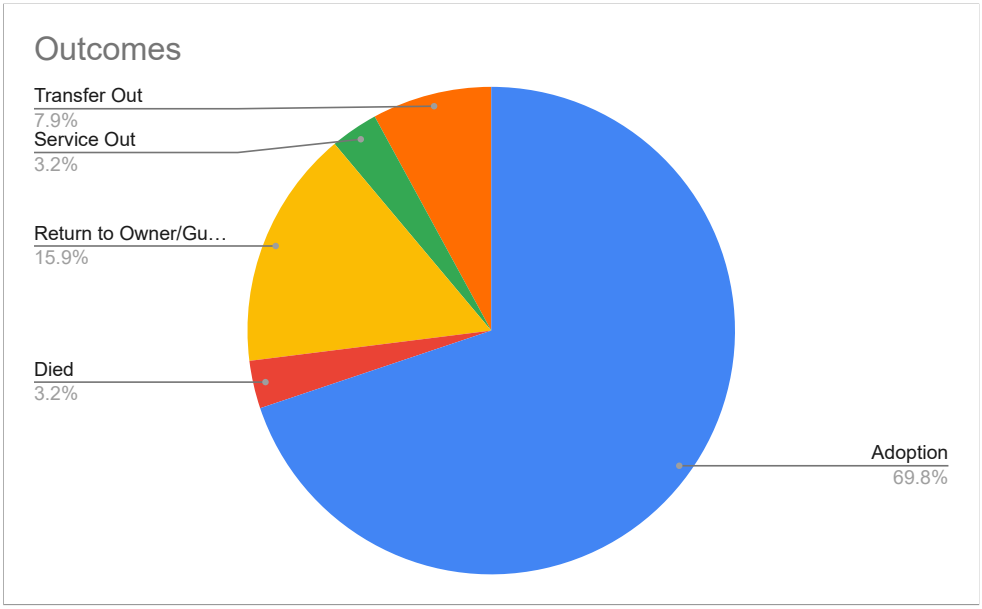
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	27
Born in Care	12
Owner/Guardian Surrender	2
Service In	1
Stray - Private Person	17

Outcome Type	COUNTA of Outc
Adoption	44
Died	2
Return to Owner	10
Service Out	2
Transfer Out	5

Total Intakes	Total Outcomes
59	63





Banning Animal Shelter Report

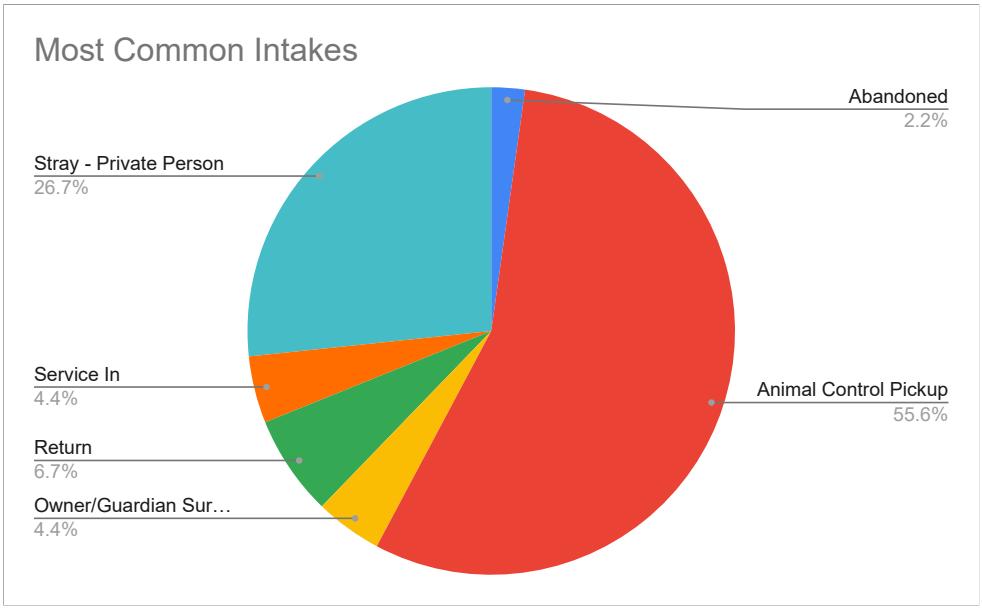
Start Date: 05/01/2023 End Date: 05/31/2023

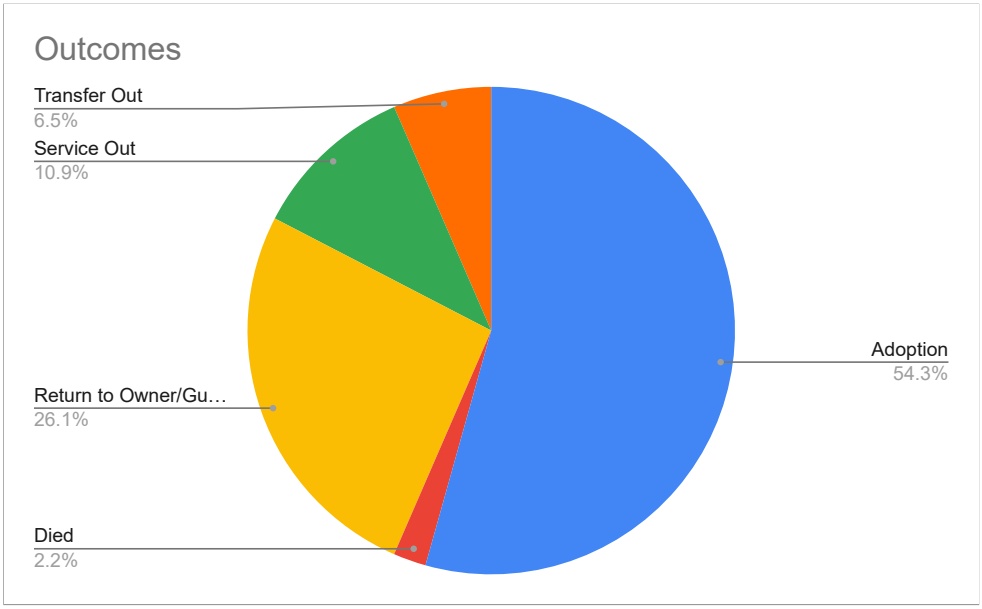
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	1
Animal Control Pickup	25
Owner/Guardian Surrender	2
Return	3
Service In	2
Stray - Private Person	12

Outcome Type	COUNTA of Outc
Adoption	25
Died	1
Return to Owner	12
Service Out	5
Transfer Out	3

Total Intakes	Total Outcomes
45	46





Banning Animal Shelter Report

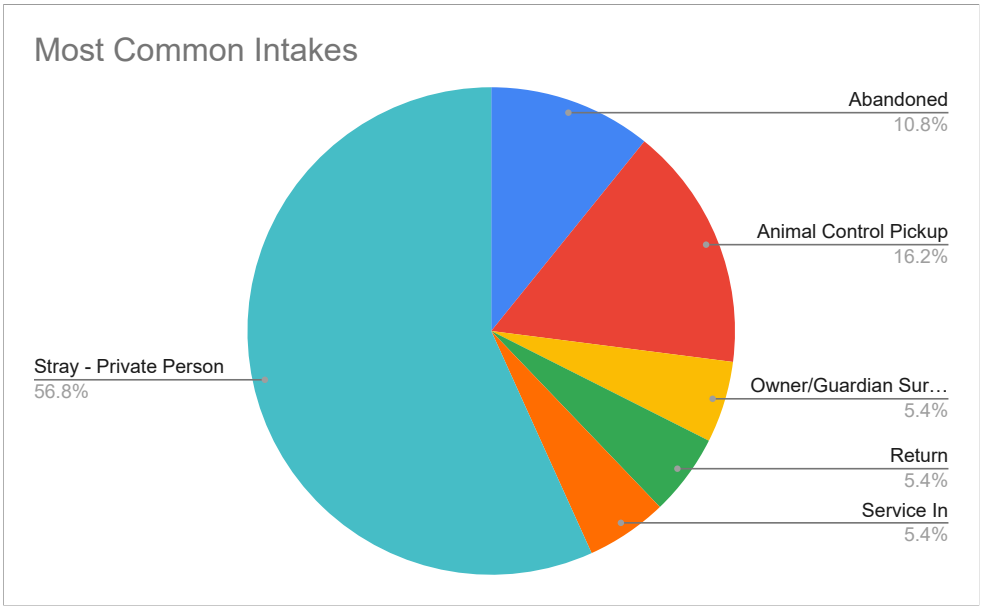
Start Date: 06/01/2023 End Date: 06/30/2023

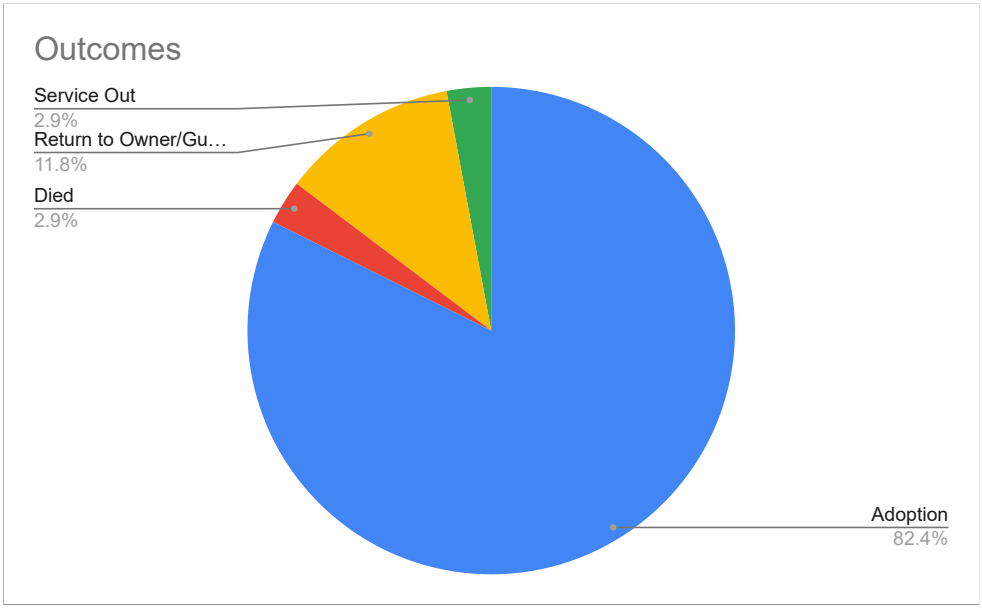
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	4
Animal Control Pickup	6
Owner/Guardian Surrender	2
Return	2
Service In	2
Stray - Private Person	21

Outcome Type	COUNTA of Outc
Adoption	28
Died	1
Return to Owner	4
Service Out	1

Total Intakes	Total Outcomes
37	34





Banning Animal Shelter Report

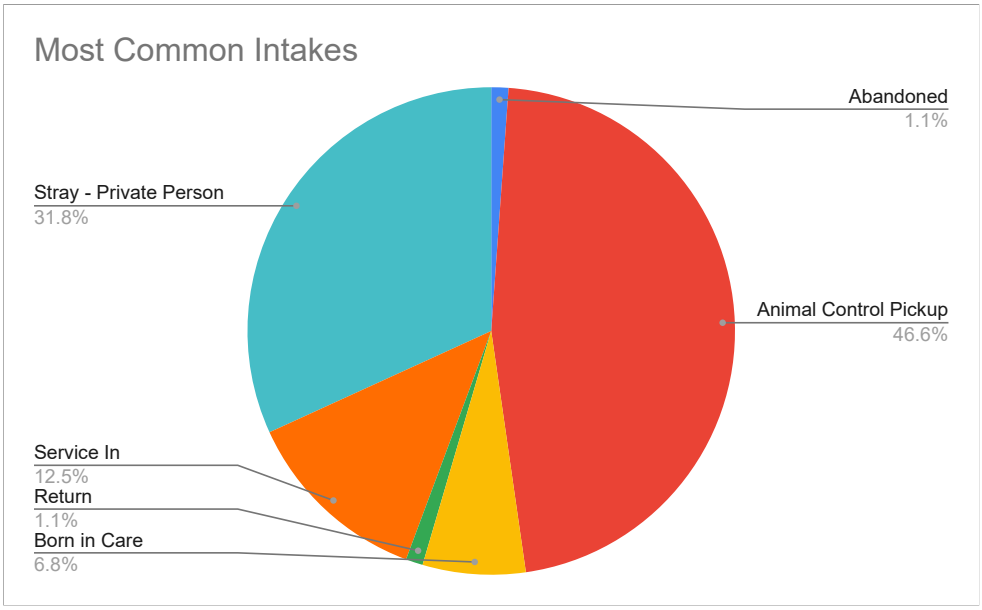
Start Date: 07/01/2022 End Date: 07/31/2022

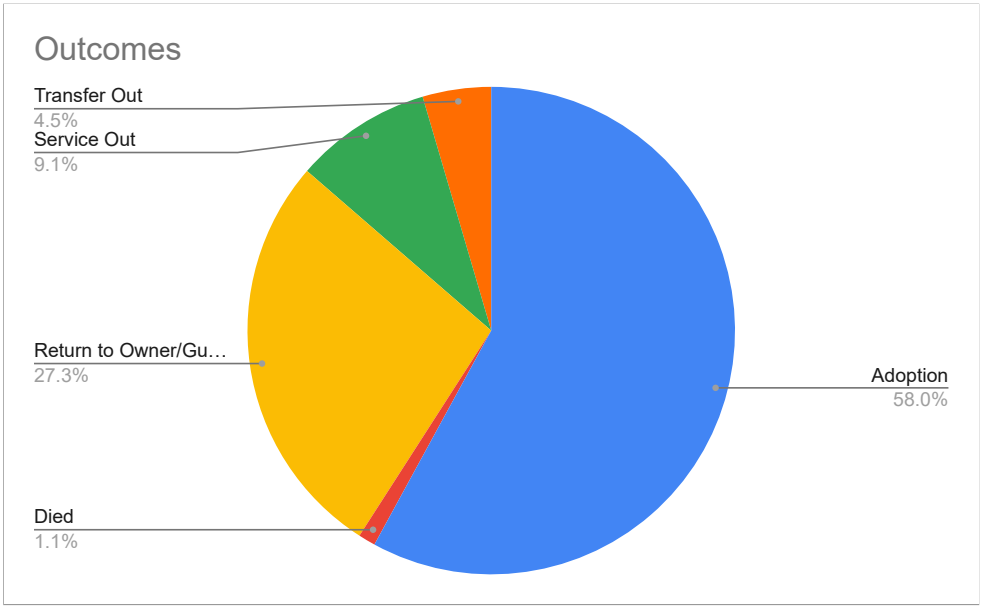
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	1
Animal Control Pickup	41
Born in Care	6
Return	1
Service In	11
Stray - Private Person	28

Outcome Type	COUNTA of Outc
Adoption	51
Died	1
Return to Owner	24
Service Out	8
Transfer Out	4

Total Intakes	Total Outcomes
88	88





Banning Animal Shelter Report

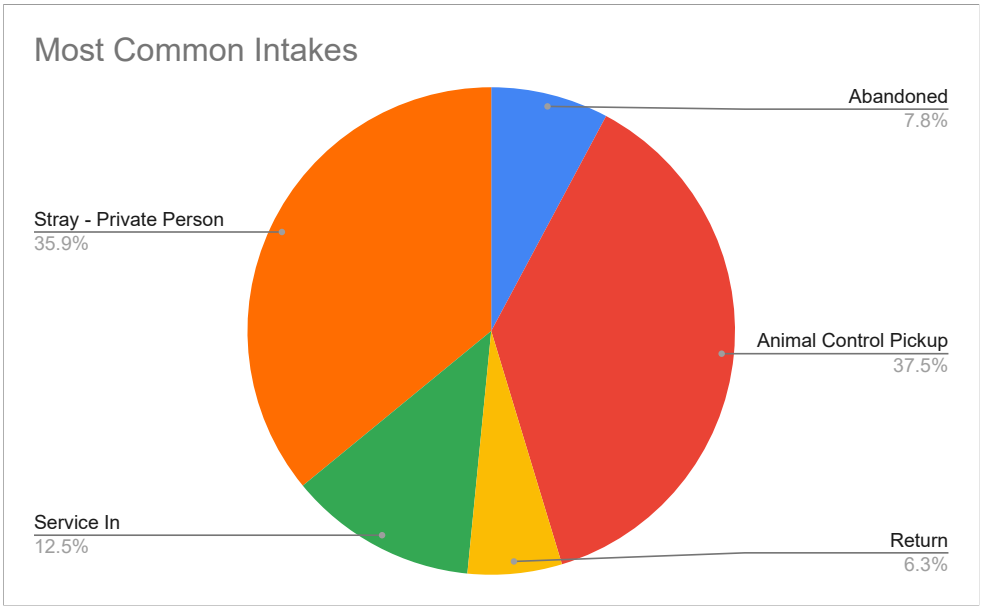
Start Date: 08/01/2022 End Date: 08/31/2022

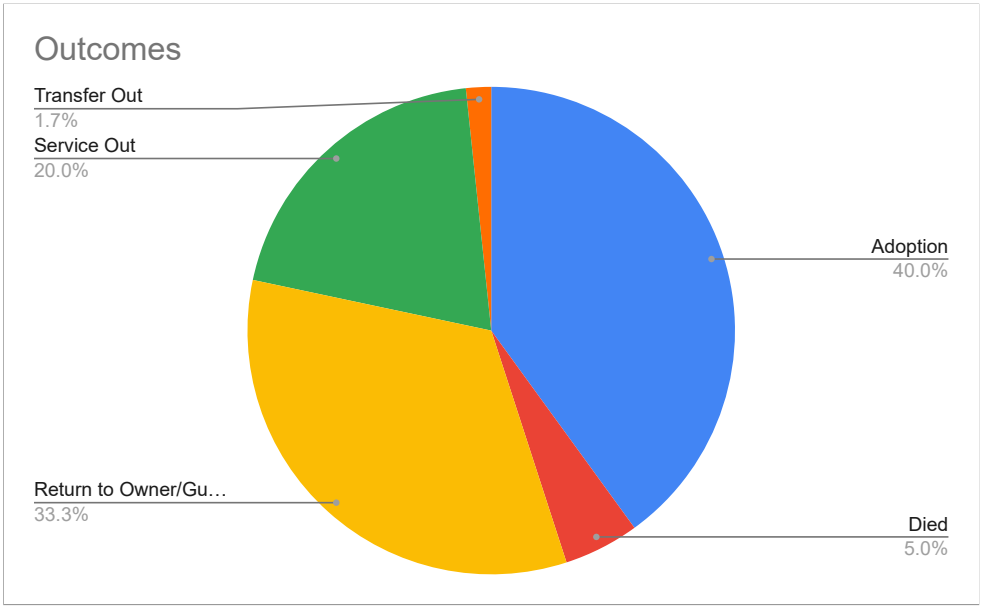
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	5
Animal Control Pickup	24
Return	4
Service In	8
Stray - Private Person	23

Outcome Type	COUNTA of Outc
Adoption	24
Died	3
Return to Owner	20
Service Out	12
Transfer Out	1

Total Intakes	Total Outcomes
64	60





Banning Animal Shelter Report

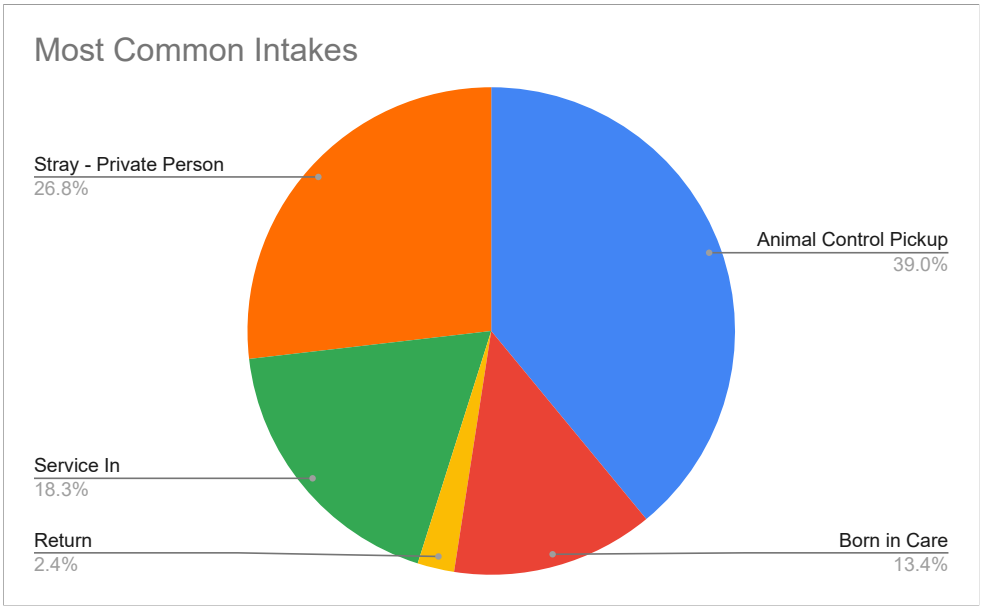
Start Date: 09/01/2022 End Date: 09/30/2022

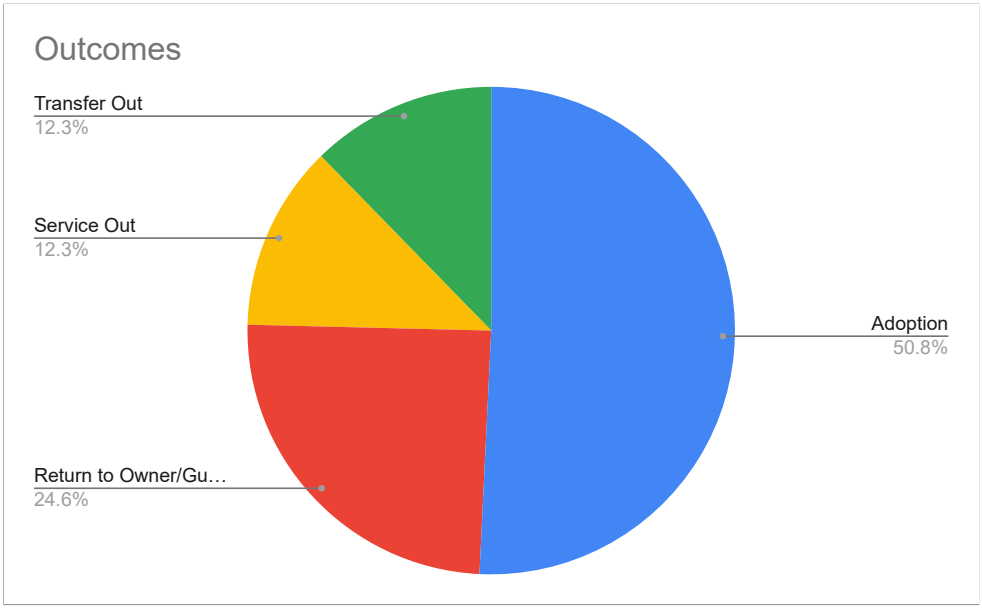
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	32
Born in Care	11
Return	2
Service In	15
Stray - Private Person	22

Outcome Type	COUNTA of Outc
Adoption	33
Return to Owner	16
Service Out	8
Transfer Out	8

Total Intakes	Total Outcomes
82	65





Banning Animal Shelter Report

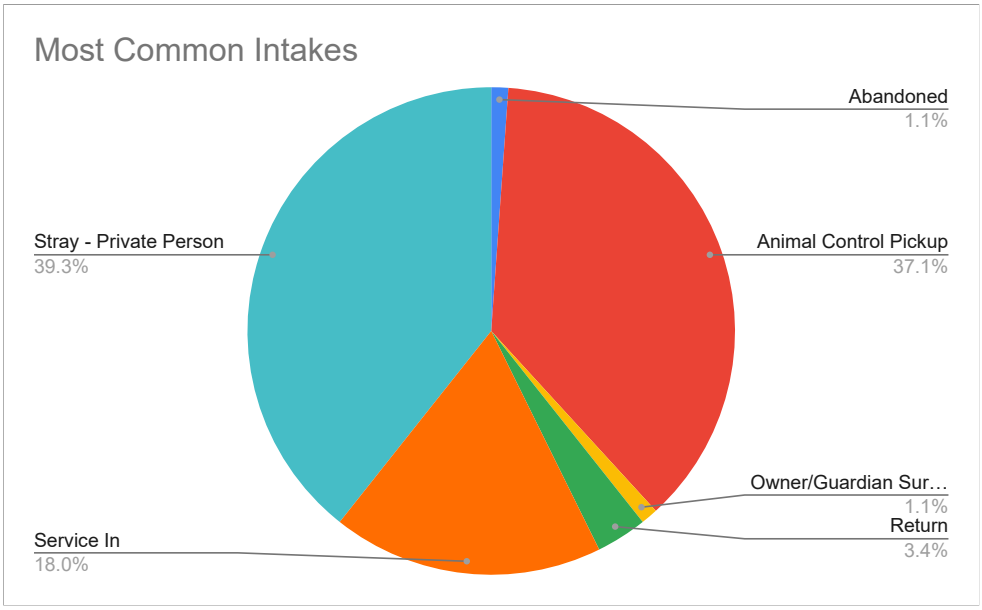
Start Date: 10/01/2022 End Date: 10/31/2022

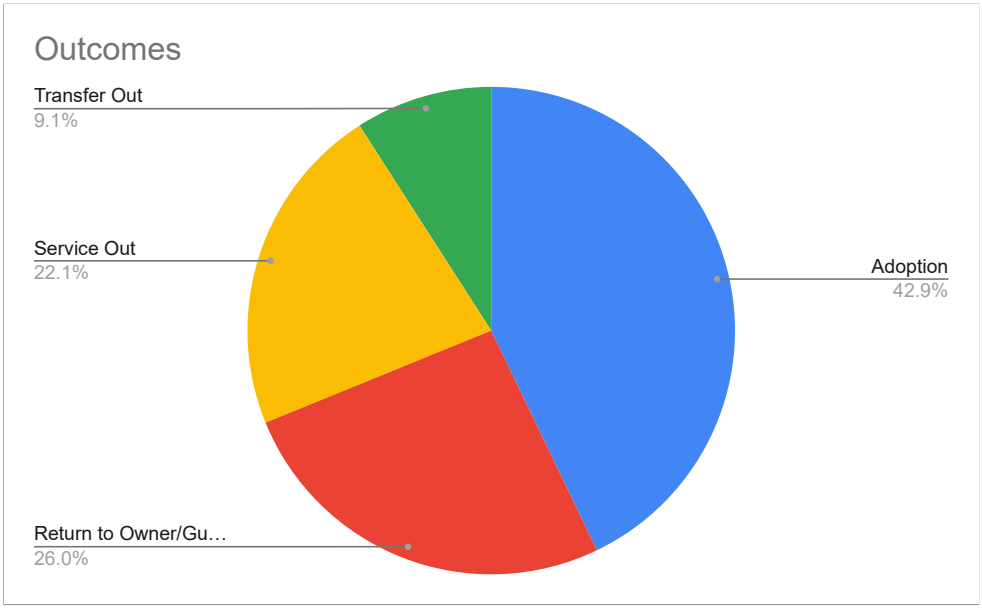
SPECIES Dog

Intake Type	COUNTA of Intal
Abandoned	1
Animal Control Pickup	33
Owner/Guardian Surrender	1
Return	3
Service In	16
Stray - Private Person	35

Outcome Type	COUNTA of Outc
Adoption	33
Return to Owner	20
Service Out	17
Transfer Out	7

Total Intakes	Total Outcomes
89	77





Banning Animal Shelter Report

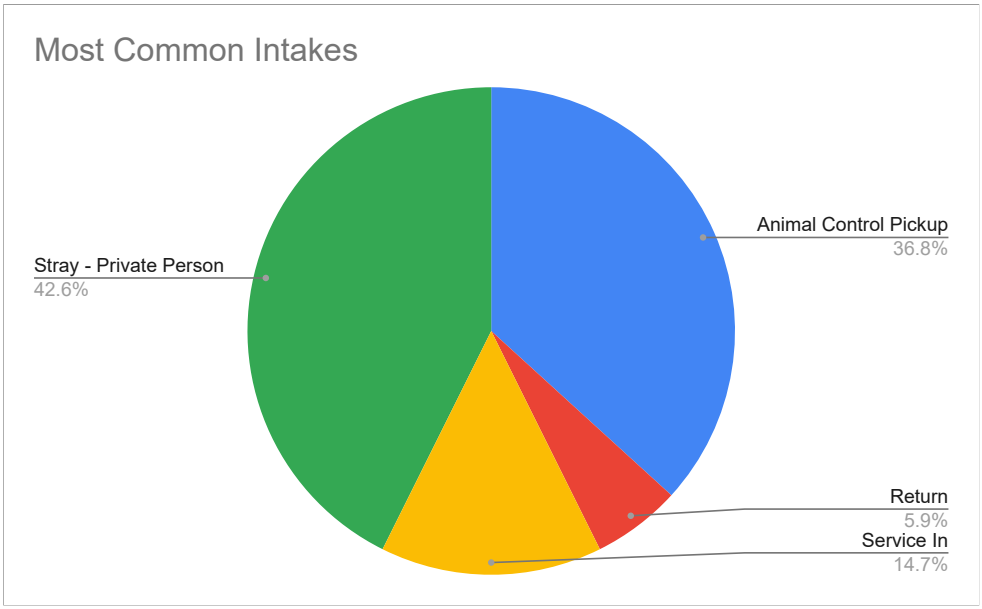
Start Date: 11/01/2022 End Date: 11/30/2022

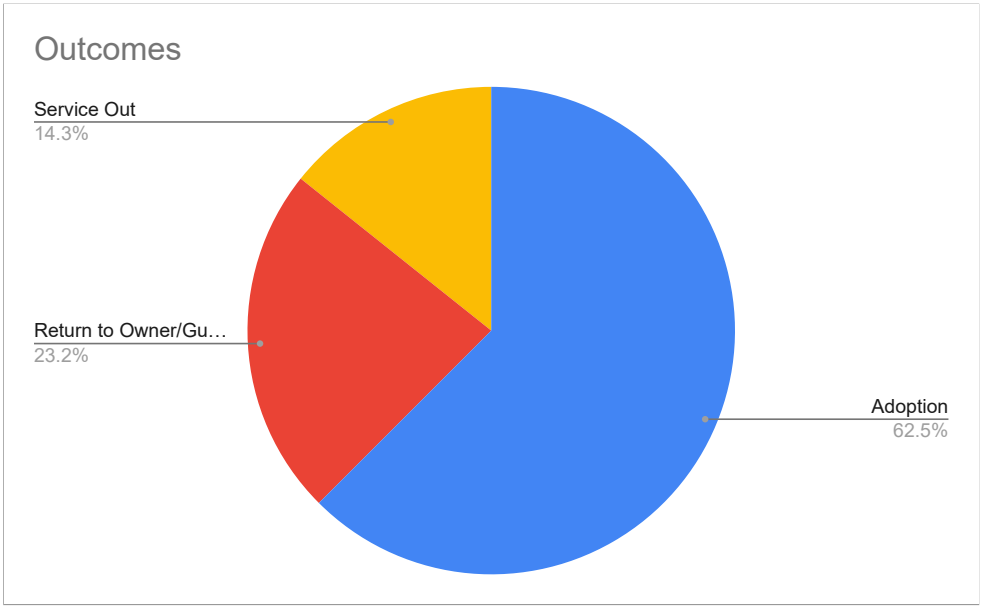
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	25
Return	4
Service In	10
Stray - Private Person	29

Outcome Type	COUNTA of Outc
Adoption	35
Return to Owner	13
Service Out	8

Total Intakes	Total Outcomes
68	56





Banning Animal Shelter Report

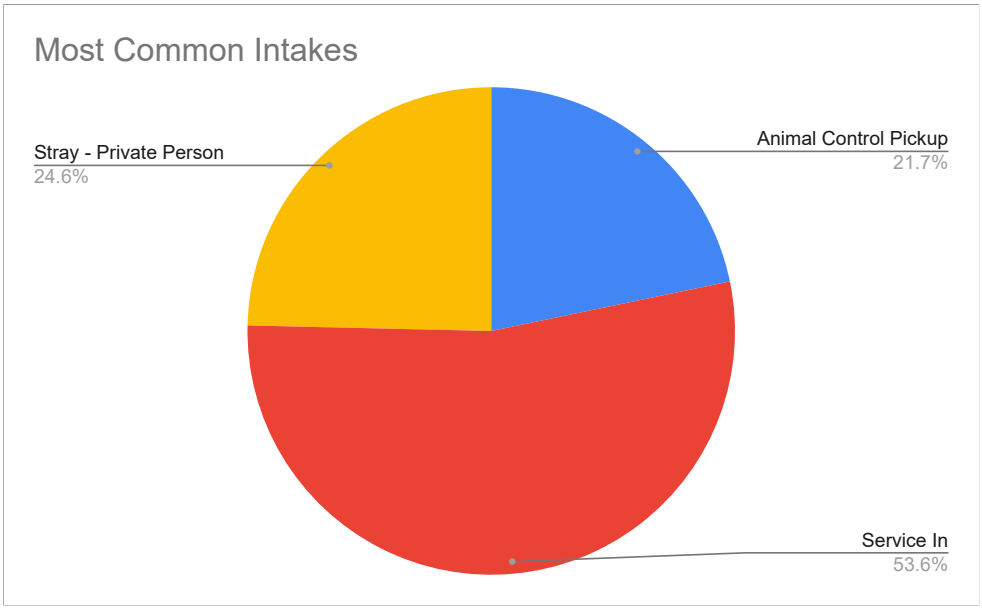
Start Date: 12/01/2022 End Date: 12/31/2022

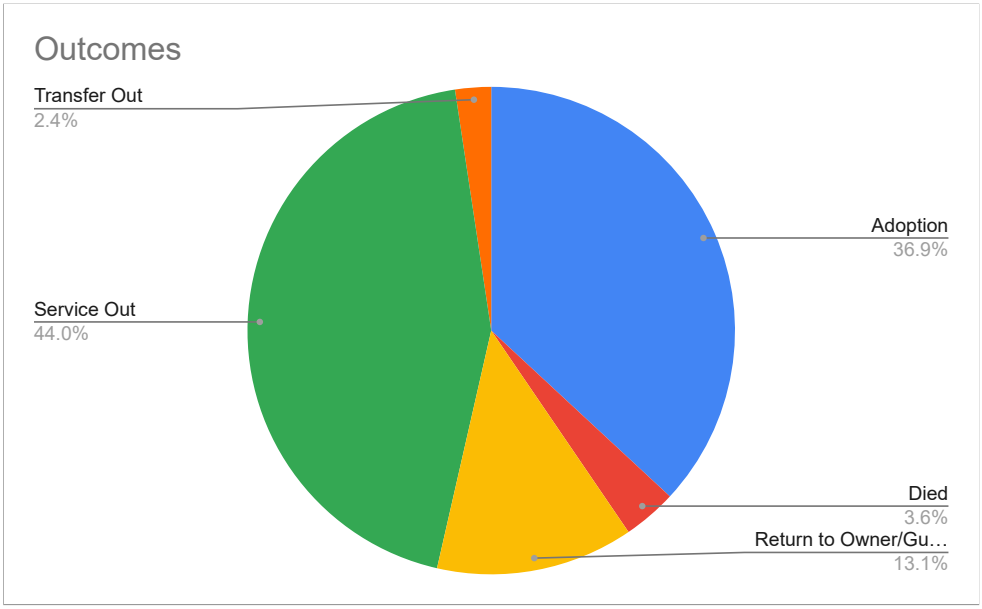
SPECIES Dog

Intake Type	COUNTA of Intal
Animal Control Pickup	15
Service In	37
Stray - Private Person	17

Outcome Type	COUNTA of Outc
Adoption	31
Died	3
Return to Owner	11
Service Out	37
Transfer Out	2

Total Intakes	Total Outcomes
69	84





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Estrella Ferrer	
Edgewood Partners Insurance Center 3697 Mt. Diablo Blvd, Ste 100 Lafayette CA 94549-3745	PHONE (A/C, No, Ext): (925) 222-6776	FAX (A/C, No):
	E-MAIL ADDRESS: estrella.ferrer@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Arch Insurance Company	11150
INSURED ARE Animal Rescue 140 N San Jacinto Hemet CA 92543	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MKPK09586202	02/04/2023	02/04/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MKPK09586202	02/04/2023	02/04/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Banning, its officers, officials, employees, agents and volunteers are additional insured. Waiver of Subrogation applies to: The City of Banning, its officers, officials, employees, agents and volunteers

CERTIFICATE HOLDER

City of Banning
1075 Broad Ripple Ave
Suite 313
Indianapolis IN 46220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cassidy Arellano

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Landlord - Location #2 - 2050 Charles Street, Banning, CA 92220
Name Of Person(s) Or Organization(s) (Additional Insured): City of Banning 99 E. Ramsey St., Banning, CA 92220
Additional Premium: **$** Incl.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
   a. During the policy period shown in the Declarations; and
   b. Within the coverage territory.
2. The coverage territory is:
   a. The United States of America (including its territories and possessions);
   b. Puerto Rico; and
   c. Canada.

 Copyright, ISO Commercial Risk Services, Inc., 1983, 1987

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.

2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:

a. Someone insured by this insurance;

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you; or

c. Your tenant.

This will not restrict your insurance.

Copyright, ISO Commercial Risk Services, Inc., 1983, 1987

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742 License#: 0F82764	CONTACT NAME: Adrienne Manata PHONE (A/C, No, Ext): (760) 429-2929 FAX (A/C, No): E-MAIL ADDRESS: amanata@inszoneins.com
INSURED ARE Animal Rescue, Inc. 2050 Charles Street Banning, CA 92220 AREANIM-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Massachusetts Bay Ins. Co. — 22306 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1614831867 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDF J500075 00	7/28/2023	7/28/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification Of Insurance

CERTIFICATE HOLDER	CANCELLATION
Verification Of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

ANIMAL CARE AND SHELTER SERVICES OPERATION AGREEMENT

THIS CONTRACT is entered into as of the 27th day of April 2021, by and between the City of Banning, a California municipal corporation, hereinafter referred to as "City", and ARE Animal Rescue, Inc., a California Nonprofit Benefit Corporation, hereinafter referred to as "ARE" or "Contractor."

WITNESSETH

WHEREAS, from 2018 to the present, the City has been contracting with the County of Riverside for animal care and control services, and for cost and other reasons, the City now desires to transition those services to another provider who will also operate the City's rehabilitated animal control shelter located at 2423 Charles Avenue, Banning, California; ("City Animal Shelter");

WHEREAS, ARE is a California Nonprofit Benefit Corporation, incorporated in 2018 and with its offices in Hemet, California, with the specific purpose of coordinating the fostering, care and adoption of abandoned animal as an alternative to euthanasia;

WHEREAS, ARE has the management capabilities, experience and resources to provide such services; and

WHEREAS, City desires to contract with ARE to provide a broad range of animal care and shelter activities for the purpose of safeguarding the health and safety of its domestic and wild animals in the City, operating the City's recently refurbished City Animal Shelter, promoting the humane treatment of animals, and for enforcing City ordinances relating to animal control; and

WHEREAS, in conjunction with this contract, the City has entered into a lease agreement dated March 23, 2021 with ARE by which the City has leased the property and buildings containing the City Animal Shelter.

WHEREAS, the parties desire to enter into a Contract (hereinafter "Contract") whereby ARE will furnish animal care and control services to City as specifically defined herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF CONTRACT

This Contract shall commence as of the day and year above, or July 1, 2021, whichever date is later, and shall remain in full force and effect through June 30, 2026, unless sooner terminated as provided herein. The City Manager, or his or her designee, is authorized to make a one-time extension of this Contract for a period of five (5) years as long as such extension is upon the same terms and conditions as this original Contract.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

2. COMPENSATION

A. Payment.

Payment for services shall be based on the rates and amounts as set forth in Exhibits "A" and "B", which are attached hereto and incorporated herein by this reference. City's payments pursuant to Exhibit A and B shall constitute full compensation for the services provided by ARE to City under this Contract. There shall be no additional fees paid by the City for charges related to the services provided under this Contract, including but not limited to sheltering animals, fees for animals held, fees for dead animals, livestock charges.

B. Amendment of Compensation

1. The consideration for this Contract is based upon normal anticipated growth of City. If there is an exceptional change of circumstances, changes within the Banning City Municipal Code, or annexation, or exclusion of large areas, then the parties agree to meet and in good faith renegotiate the consideration for the remainder of the term of this Contract.

2. The compensation to ARE under this Contract shall not be adjusted during the Term of this Contract, except on the mutual agreement of the Parties, the execution of a written amendment to the Contract and only upon a determination by the City that the current payment amounts specified on Exhibit A and B do not reflect expenses that could not be reasonable anticipated or foreseen at the time the Contract was executed.

3. PROGRAM SCOPE AND SERVICE STANDARDS

ARE hereby agrees to operate the City's Animal Shelter and an animal shelter program for City. In the conduct of this program, ARE agrees to perform the following functions in accordance with the objectives and standards set forth in this Contract and in compliance with the City's Animal Code as codified as Chapter 6.04 of the Banning Municipal Code, as may be amended from time to time:

A. Animal Shelter.

1. Services. Impound, care for, quarantine and dispose of domestic, wild and vicious animals. Provide adoption and redemption services described in (c) below.

2. Holding Period. Except for acutely injured or diseased animals, ARE shall hold all stray animals for at least three (3) days and hold all licensed dogs for at least ten (10) days. Animals that are voluntarily surrendered by owners are exempted from the holding requirements and reasonable efforts will be made to promote their adoption where practical.

3. Adoption/Redemption Services. ARE shall provide animal adoption and redemption services for animals at the City's Animal Shelter during normal business hours except when volunteers are not available. Business hours for adoption and

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

redemption services shall not be less than the time period of 10:00 A.M. to 4:00 P.M., Tuesday through Saturday.

4. Euthanasia Services. ARE shall provide humane euthanasia of acutely sick, injured animals and dangerous animals. Euthanasia will be accomplished in a humane manner by injection of a painless, fast-acting drug. Euthanasia will be performed by a certified staff member.

5. Dog Licenses. ARE shall provide licensing information in all adoption packets and to pet owner's recovering impounded pets that are not licensed. Pet licensing will be the responsibility of the City.

6. Maintenance. ARE shall maintain the shelter to be in a clean and sanitary condition at all times, consistent with generally applicable standards for similar facilities in Riverside County. ARE shall also secure from unauthorized entry.

B. Spay/Neuter Deposits. ARE shall, in accordance with the Food and Agriculture Code, Sections 30503 and 31751, collect a spay/neuter deposit for every dog and cat adopted from the City's Animal Shelter. Deposits will be held by ARE and reimbursed directly to those who obtain valid releases within the allotted time. Upon forfeiture, such deposits shall become the property of ARE and shall be used for their prescribed purposes described in the Food and Agriculture Code.

C. Educational Material and Programs. ARE shall provide animal care and other information, literature and programs at a nominal fee to the general public, and upon request of City service clubs and other organizations, for a nominal fee not to exceed one hundred dollars ($100.00). Said fee will be used to cover any costs associated with the printing, development and distribution of said material.

D. Veterinary Services. ARE shall utilize licensed veterinary services for the care of impounded injured and sick animals.

E. Tone of Service and Resolution of Service Complaints. ARE shall provide service to the public on matters covered in this contract consistent with established policies and procedures in the industry so as to promote courteous and efficient service and good public relations. ARE shall cooperate with City to resolve any and all complaints filed with ARE or City pertaining to services provided or to be provided under this contract. ARE shall maintain and provide a record of complaints as required by Section 7 of this Contract.

F. Missing Animals. ARE shall file a report with the Banning Police Department or the Riverside County Sheriff's Department, as applicable, within twenty-four (24) hours if an impounded animal in the custody of ARE at the animal shelter is missing or suspected to have been stolen.

G. Shelter Standards. ARE shall operate the City's Animal Shelter in conformance with American Humane Association Standards.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

H. Compliance with City's Animal Code. ARE shall provide its services and operate the City's Animal Shelter consistent with the City's Animal Code (Chapter 6.04 of the Banning Municipal Code). In the event, a term or provision of this Contract conflicts with the provisions of the City's Animal Code, the provisions of the Animal Code shall control.

4. **DONATIONS**

All financial donations and donations of non-perishable personal property shall become the property of ARE except upon the express written direction of the donor to the contrary. Donations of furnishings or building improvements shall become the property of the City.

5. **CORRECTIVE ACTION**

City may, at any time, request in writing that ARE address in writing any operational issues or deficiencies relating to the services specified in the Contract, and upon such notice, Contractor shall promptly, but not later than ten (10) days from receipt of that notice correct those operational issues and deficiencies.

6. **REPRESENTATIVES OF THE PARTIES AND SHELTER PERSONNEL**

A. City Contract Officer: For the purposes of this Contract, 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 Contract.

B. Principals and Personnel of Contractor.

1. Contractor Representative: The following principal of Contractor is hereby designated as being the Contractor Representative authorized to act on Contractor's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Amber Schlieder	Chief Executive Officer

2. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Contractor Representative were a substantial inducement for City to enter into this Contract. Therefore, the foregoing Contractor Representative shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Contractor Representative. For purposes of this Contract, the foregoing Contractor Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Contractor without the express written approval of City.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

It shall be Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Contractor shall refer any decisions which must be made by City to the Contract Officer.

3. Contractor's Personnel: Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Contract. All of the Services required under this Contract shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and sub-contractors, if any, assigned to perform the Services required under this Contract. Contractor shall notify City of all changes in Contractor's staff and sub-contractors, if any, assigned to perform the Services required under this Contract, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Contract, desires to reassign any staff or sub-contractor of Contractor, City shall give notice as set forth in Section 8.1. Contractor shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

4. Named Personnel. Contractor commits the principal personnel listed below to the project for its duration:

Amber Schlieder.

5. Replacement of Named Personnel. It has been determined that the individual(s) named in this Contract are necessary for the successful performance of this Contract. No diversion or replacement of these individual(s) shall be made by ARE without written consent of City, provided that City may ratify, in writing, within ten (10) days of diversion or replacement and such ratification shall constitute the consent of City required by this clause. If City fails to respond to ARE within ten (10) days of notification by ARE, said personnel diversion or replacement shall be deemed approved.

6. City shall have the right to terminate this Contract upon those occasions where there is a change in the Director or Executive Director of ARE.

7. The City shall be provided with the names of the members of ARE's Board of Directors and shall be notified when any change occurs in the membership of the Board of ARE.

7. **RECORDS**

A. ARE shall maintain and keep records of all expenditures and obligations incurred pursuant to this contract and all income and fees received thereby according to generally recognized accounting principles on a daily, weekly and monthly basis. Such records shall be maintained by ARE for a minimum of three (3) years, or longer if required by law.

B. ARE shall maintain and keep records of all licenses issued, impounds made, animals spade, neutered, treated for illness, adopted and all other actions taken with respect to the disposition of the animals.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

C. ARE shall make all records maintained under this section available to authorized City personnel during normal business hours upon reasonable notice. Such notice shall not be less than 72 hours. Such records shall also be provided upon the termination of the contract.

D. ARE shall maintain a record of all written complaints received by the ARE, from whatever source regarding the City's animal control operations. Such records shall be provided to the City each month in a form to be agreed upon by the City and ARE.

E. A record of all donations made to ARE from whatever source or resources for the purposes set forth in this contract shall be provided to the City of Banning on a monthly basis and upon the termination of the contract. Such report shall be in a form agreed upon by the parties.

8. **AUDIT AND INSPECTION**

ARE shall annually provide to the City on the anniversary of this Contract a standard financial audit of its operations. The costs of such standard audit will be borne by ARE. If the City requests a more extensive or specific audit by ARE, City shall be responsible for the cost of such expanded audit. If the expanded audit discloses substantial errors in the reimbursement of moneys to City, ARE shall be liable for all audit costs.

9. **INDEMNIFICATION**

Contractor 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 Contractor, its officers, agents, servants, employees, sub-contractors, materialmen, or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

10. **INSURANCE**

A. Minimum Scope and Limits of Insurance.

ARE shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage.

3. 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.

B. 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.

C. Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. 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 ARE's insurance and shall not contribute with it.

E. ARE's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit ARE and ARE's employees, agents, or sub-contractors from waiving the right of subrogation prior to a loss. ARE hereby waives all rights of subrogation against City.

F. Cancellations or Modifications to Coverage.

ARE shall not cancel, reduce, or otherwise modify the insurance policies required by this Article during the term of this Contract. The commercial general and automobile liability

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

policies required under this Contract 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, ARE 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.

G. City Remedy for Noncompliance.

If ARE does not maintain the policies of insurance required under this Section in full force and effect during the term of this Contract, or in the event any of ARE's policies do not comply with the requirements under this Section, City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at ARE's expense, the premium thereon. ARE shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to ARE.

H. Evidence of Insurance.

Prior to the performance of Services under this Contract, ARE 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. ARE may provide complete, certified copies of all required insurance policies to City. ARE shall maintain current endorsements on file with the City Clerk. ARE shall provide proof to the City Clerk that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. ARE shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

I. Indemnity Requirements not Limiting.

Procurement of insurance by ARE shall not be construed as a limitation of ARE's liability or as full performance of ARE's duty to indemnify City under this Contract.

J. Sub-contractor Insurance Requirements.

ARE shall require each of its sub-contractors that perform Services under this Contract to maintain insurance coverage that meets all of the requirements of this Article.

11. ANIMAL SHELTER LEASE AGREEMENT

By separate agreement, ARE has leased the City Animal Shelter property and structure from City by way of the agreement entitled "Ground Lease of Banning Animal Shelter Property," dated March 23, 2021 ("Ground Lease"). It is the intent of the Parties that this Contract shall provide terms and conditions for the operation of the City Animal Shelter and for the provision of animal care and control services that are separate and additional to the provisions in the Ground Lease and that the provisions of this Contract and the Ground Lease shall be interpreted to provide that the provisions of both this Contract and the Ground Lease be

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

given effect. In the event the terms of this Contract expressly conflict with the terms of the Ground Lease, the terms of the Ground Lease shall control.

12. **EQUIPMENT AND VEHICLES**

Except as otherwise specifically set forth in this Contract, ARE shall provide all equipment and materials required by ARE to perform its obligations under this Contract. With respect to equipment obtained by ARE in contemplation of this Contract, if City terminates Contract without cause, City shall be responsible for payment to ARE of the remaining obligation owed by ARE to third parties for equipment leased by ARE for the fulfillment of its obligations hereunder. A schedule of such equipment shall be prepared by ARE and attached to this Contract and made a part hereof. If ARE terminates the Contract or City terminates the Contract on grounds of a substantial breach, City shall be under no obligation for the equipment. City is not hereby made a guarantor of ARE for any equipment it may lease. If upon the termination of the Contract, or earlier, City shall desire to take over ownership of the equipment, City shall give ARE written notice of such intent. City shall thereafter be responsible for all remaining payments on the lease, purchase, or lease-purchase of the equipment. In addition, with respect to any purchase or lease-lease-purchase of the equipment. In addition, with respect to any purchase or lease-purchase arrangement taken over by the City, the City shall pay over to ARE any positive difference in the sum of the payments remaining to be paid by the City and the depreciated value of the equipment to ARE, if any.

13. **TERMINATION OF CONTRACT**

In addition to the provisions of Section 23, either party, at any time may terminate this Contract without cause upon the giving of ninety (90) days prior written notice to the other of such intent to terminate.

14. **INDEPENDENT CONTRACTOR**

A. ARE is an independent contractor and not an employee of City. ARE shall have no power to incur any debt, obligation, or liability on behalf of City. All services provided pursuant to this Contract shall be performed by ARE or under its supervision. ARE will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Contract on behalf of ARE shall also not be employees of City and shall at all times be under ARE's exclusive direction and control. ARE shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. ARE 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. ARE 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 ARE's personnel practices. City shall have the right to offset against the amount of any fees due to ARE under this Contract any amount due to

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

City from ARE as a result of ARE's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

15. **RELEASE OF NEWS INFORMATION**

No news release, including photographs, public announcements, or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder shall be made without prior written approval of the City Manager or his or her designee.

16. **CONFLICT OF INTEREST**

A. No officer or employee of City shall have any direct or indirect financial interest in this Contract 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 Contract 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. ARE 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 Contract.

B. ARE 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 ARE's Services under this Contract, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Contract, ARE may perform similar services for other clients; but ARE 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 ARE is not currently performing services that would require ARE or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Contract pursuant to a conflict-of-interest statute. ARE shall incorporate a clause substantially similar to this Section into any subcontract that ARE executes in connection with the performance of this Contract.

C. ARE represents, warrants, and agrees that it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture, or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with City. Upon execution of this Contract and during its term, as appropriate, ARE shall upon written request, disclose in writing to City any other contractual or employment arrangement from which it receives compensation. ARE agrees not to accept any employment during the term of this Contract by any other person, business, or corporation which employment will or may likely develop a conflict of interest between City's interests and the interests of third parties.

17. **SUCCESSOR AND ASSIGNMENT**

The services as contained herein are to be rendered by ARE and ARE shall not assign nor transfer any interest in this Contract without the prior written consent of City.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

18. **COMPLIANCE WITH LAWS**

The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this Contract. ARE otherwise specifically agrees that it shall conform to all laws with respect to the regulation of its operations hereunder with particular reference to the certification of its employees to perform such duties. A violation of this provision shall constitute a substantial breach of this Contract.

19. **NON-DISCRIMINATION**

In the fulfillment of the program established under this Contract, either as to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other terms of compensation, selection for training, including apprenticeship or participation in the program or the receiving of any benefits under the program, ARE agrees not to discriminate nor to allow any subcontractor to discriminate on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap.

20. **SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. **INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

22. **CALIFORNIA LAW**

This Contract, and any dispute arising from the relationship between the Parties to this Contract, 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 Contract shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and ARE 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.

23. **DISPUTES; DEFAULT**

A. In the event that City determines ARE is in default under the terms of this Contract, City shall have no obligation or duty to continue compensating ARE for any Services performed after the date of default. In addition to the right to terminate pursuant to Section ___, if the City Manager determines that ARE is in default in the performance of any of the terms or

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

conditions of this Contract, City may serve ARE with written notice of the default. ARE shall have thirty (30) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that ARE fails to cure its default within such period of time, City may, notwithstanding any other provision of this Contract, terminate this Contract without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Contract.

B. In the event of termination pursuant to this Section, City may take over the services, and ARE 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 Contractor for the purpose of set-off or partial payment of the amounts owed City under Section __.

C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Contract): (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 Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Contract, and (iv) all payments due or that become due to Contractor during the period that Contractor 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 Contractor, 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 Contractor to insure, indemnify, and protect City as elsewhere provided herein.

24. ENTIRE AGREEMENT

Except for the Ground Lease, this Contract supersedes any and all other agreements, either oral or in writing, between this parties hereto with respect to the services of ARE to be performed for the City and contains all the covenants and agreements between the parties with respect to such services.

25. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

26. CONTRACT ADMINISTRATION, EVALUATION AND REVIEW

A. The City Manager or his/her designee are hereby made the Contract administrator for the City hereunder.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

B. The ongoing assessment and monitoring of this Contract is the responsibility of the City Manager, or his/her designee.

27. **NOTICE**

Notices, herein shall be presented in person or by certified or registered U.S. mail, as follows:

To ARE: ARE Animal Rescue, Inc.
Amber Schlieder, CEO
140 N. San Jacinto Street
Hemet, CA 92543

To City: City of Banning
Office of the City Manager
99 East Ramsey Street
P.O. Box 998
Banning, CA 92220

Nothing in this paragraph shall be construed to prevent the giving of notice of personal service.

28. **NO THIRD-PARTY BENEFICIARIES**

No third party shall be deemed to have any rights hereunder against any of the parties hereto as a result of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized officers as of the day and year first above written.

CITY OF BANNING

Douglas Schulze,
City Manager

ATTEST:

Caroline Patton
Deputy City Clerk

ARE ANIMAL RESCUE, INC.
A California Non-Profit Corporation

DocuSigned by:
DCECCA4607AF437...
NAME: Amber Schlieder
TITLE: Chief Executive Officer

DocuSigned by:
8BD4E7B87384423...
NAME: Grant Brubaker
TITLE: Secretary

83-0980475
Tax ID No.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq.,
City Attorney

Address:

140 N San Jacinto Ave
Hemet Ca 92543

City Council Approval: 4/27/2021

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

EXHIBIT "A"

City agrees to pay ARE a sum of $60,000.00 per year.

This amount is to be paid to ARE in equal quarterly installments due no later than the tenth (10) day of the new quarter. Payments shall begin on July 1, 2021.

DocuSign Envelope ID: 54FD7A88-3C1B-4208-A13D-1201C007D265

EXHIBIT "B"
FEES, REVENUES AND DONATIONS

1. ARE shall collect and retain for operational expenses under this Contract, all revenues, fees and donations to the City's Animal Shelter.

2. Fees may be charged as set by the City's Animal Code, or by resolution of City, whichever is applicable, for the following services:

   A. Spay/Neuter Deposit

   B. Rabies Vaccination Deposit

   C. Impound

   D. Animal Boarding

Additional fees may be added to this list by amendment of the City's Animal Code, or by adoption of a resolution of the City Council, as determined by the City.

3. Revenues may be collected by cash, check or credit card. Receipts shall be provided to all individuals making such payment. Copies of such receipts shall be recorded, and inventoried, and such receipts numbered sequentially.

4. All fees collected shall belong to ARE unless otherwise provided by the City's Animal Code or the donor.

Sample Animal Shelter Inspection Form

Each time you visit or volunteer at the shelter, come prepared with a form like this one to help you document conditions. If possible, make notes on as many different occasions as possible. During your visits, take photographs if you can, and write down approximate dates and times, describing what you have seen. Don't forget to collect and save any newspaper articles or tapes of news broadcasts relating to the shelter. All of this documentation can prove invaluable when you meet with officials to discuss problems and solutions.

Name of shelter Banning Animal Shelter

Address Charles St, Banning, CA 92220

Tel. _____ Date of visit 10/23/2023

Is the shelter private, nonprofit, or municipal? Municipal operated by Non Profit

Name of visitor Doug Schulze - City Manager; Laurie Sampson - Asst. City Mgr

Address 99 E. Ramsey St

Tel. 951-922-3104

Time 3:00 p.m. Temperature 78° Weather Clear

A. ANIMAL HOUSING (Yes or No)

1. Is there provision for a variety of animals? **Yes** X **No** ____

Dogs ✓ Cats ✓ Livestock ✓ Wildlife ____

Comments pig, pigeons, goats, rabbits, turtle, chickens

2. Please check off types of separation of animals as seen:

Dogs from cats ✓ Aggressive from all others ✓ Puppies and kittens from adults (unless nursing) ✓

Nursing mothers from all others ✓ Sick/injured from healthy ✓ Males from females in season ✓

3. Are the following animals segregated?

	Yes	No	Condition: Good	Fair	Poor
Strays	✓		❑	☒	❑
Surrendered	✓		❑	☒	❑
Adoptable	✓		❑	☒	❑
Biters	✓		❑	☒	❑
Nursing	✓		❑	☒	❑
Livestock	✓		❑	☒	❑
Wildlife	N/A		❑	❑	❑

Comments Some outdoor kennels for overflow are on dirt until # impounds can be reduced or new facility built

4. Is there an isolation/quarantine area for dogs, cats, and other animals?

	Yes	No	Condition: Good	Fair	Poor
Strays	✓		❑	☒	❑
Injured	✓		❑	☒	❑
Bite cases	✓		❑	☒	❑
Custody cases	✓		❑	☒	❑
Wildlife	N/A		❑	❑	❑
Others			❑	❑	❑

Comments _____

B. DOGS

Total number of kennels 53

Total number of dogs in kennels ~~129~~ 132

Number of dogs per kennel _____

Approximate size of a kennel 10x10, 10x12, 6x5, 4x10

Are the floors free of feces and urine? Yes ✓ No _____

Are the floors free of standing water? Yes _____ No _____

If there is standing water, what is the source? Overflow kennels are on dirt until City has funds to build new facility or reduce impound #s

Do dogs have resting boards? Yes ✓ No _____ some

Are the boards clean? Yes ✓ No _____

Are they in good condition? Yes ✓ No _____

Do the dogs have sufficient potable water? Yes ✓ No _____

What type of water container is used? metal; some plastic
How often are the dogs fed? daily - twice if under weight
What type of food container is used? metal or plastic dog dishes
Where are the dogs during cleaning? rotated out
Are the outside runs free of feces and urine? Yes ✓ No
Are the kennels crowded? Yes ✓ No

Comments Cleaning product used is called Rescue

C. PUPPIES

Total number of puppy pens/cages 2
Total number of puppies ~10
Number of puppies per cage 4-6
Approximate size of puppy pen/cage
Are puppies housed separately from adult dogs? Yes ✓ No
Are the cages free of feces and urine? Yes ✓ No
Are the cages lined with newspaper/other material? Yes ✓ No
Do the puppies have sufficient water? Yes ✓ No
What type of water container is used? metal or plastic
How often are they fed? 2 X's daily
What type of food are they given? puppy food
What type of food container is used? metal or plastic dog dishes
Where are the pups during cleaning? Yes No
Are the cages crowded? Yes No ✓

Comments

D. CATS

Total number of cat cages 40 Total number of cats 52
Number of cats per cage 1-2 Cage size 6-8 sf
Are the adult cats separated from kittens (except nursing mothers)? Yes ✓ No
Are males separated from females? Yes ✓ No
Is cat food provided (not large chunk dog food)? Yes
Type of food container metal or plastic bowls
Is drinking water available? Yes X No
Type of water container metal or plastic bowls
Are there litter pans for all cats/kittens? Yes X No
Where are the cats and kittens during cleaning? rotated to empty cages

Are the cages crowded? Yes No ✓

Comments Feral cats are kept in a community building where they have free roam.

E. GENERAL

Do you notice any obviously sick animals? Yes ____ No ✓

If so, describe: ____

Are sick animals separated from healthy animals? Yes ✓ No ____

What is the procedure for providing medical treatment? Vet care or staff care when appropriate

How are unwanted animals destroyed? humane euthenazia

Is euthanasia performed in a caring and professional manner? Yes ✓ No ____

What care is given on weekends and holidays? Same care as regular business days

Does the shelter sell animals to animal dealers or research facilities? NO

Is this required by law or just policy? NO

Does the shelter have educational materials for the public? Yes ✓ No ____

Describe surgery instructions, spay/neutering, CA State law, City license, instruction for properties of animals, pet insurance

Is there a procedure for animal rescue? Yes ✓ No ____

What happens to fees collected for licenses, permits, impoundments, quarantines, adoptions, boarding, and redemption? tracked through system and used to support operation of facility

Are statistics available on how many animals are handled each year and how they're disposed of? Yes ✓ No ____

What is the attitude of the employees toward your visit? Cordial and forthright

Is there a training program for employees? Volunteers Yes ✓ No ____

Have all animals been removed from the trucks? Yes ____ No ____ N/A

Are the interiors of the trucks cleaned? Yes ____ No ____ N/A

If the animal has tags or other identification, is ownership checked? Yes ✓ No ____

What is the procedure for the return of licensed animals to their owners? called, informed animal can be picked up, returned at no cost if picked-up same day.

Additional comments ____

ARE Animal Rescue Inc
Statement of Activity
January - December 2021

	Total	Banning
Revenue		
Adoptions	445,894.97	$44,589
Boarding/Reclaim	1,575.00	$1,575
Contributed income		
Corporate & foundation grants	1,724.32	$0
Donations directed by individuals	75,704.32	$7,570
Government grants & contracts	30,000.00	$30,000
Grants from other nonprofits	76432.87	$0
Total Contributed income	**$ 183,861.51**	
Services	-560.30	$0
Total Revenue	**$ 630,771.18**	
Gross Profit	**$ 630,771.18**	**$83,735**
Expenditures		
Advertising & marketing	510.75	$51
Social media	269.30	$27
Total Advertising & marketing	**$ 780.05**	
Contract & professional fees	1,200.00	$800
Accounting fees	450.00	$45
Legal fees	75.00	$0
Total Contract & professional fees	**$ 1,725.00**	
Food (animals)	19,303.38	$1,930
Insurance	15,259.44	$7,630
Medical	289,618.57	$43,443
Occupancy		

Rent		28,400.00	$0	
Utilities		33,888.29	$0	
Total Occupancy	**$**	**62,288.29**		
Office expenses		131.55		
Bank fees & service charges		317.76	$32	
Internet & TV services		-592.80	$0	
Memberships & subscriptions		686.44	$69	
Office supplies		5,875.18	$1,175	
Small tools & equipment		500.00	$500	tools purcahsed specifically for Banning
Software & apps		6,579.62	$1,316	Includes CC processing fees
Total Office expenses	**$**	**13,497.75**		
Payroll expenses				
FICA tax		2,650.98		
Salaries & wages		79,824.50	$31,930	
Total Payroll expenses	**$**	**82,475.48**		
Repairs & maintenance		1,747.73	$1,748	
Supplies (Building)		91,035.81	$91,036	Kennels, buildings, etc.
Supplies & materials		17,719.30	$17,718	materials needed to repair/build
Total Supplies	**$**	**108,755.11**		
Vehicle expenses		4,760.16	$476	
Vehicle gas & fuel		456.95	$91	
Vehicle registration		15.00	$0	
Vehicle wash & road services		300.00	$0	
Total Vehicle expenses	**$**	**5,532.11**		
Total Expenditures	**$**	**600,982.91**	**$200,016**	
Net Operating Revenue	**$**	**29,788.27**	**-$116,281**	
Net Revenue	**$**	**29,788.27**		

ARE Animal Rescue Inc
Statement of Activity
January - March, 2022

	Total	Banning Only
Revenue		
Adoptions	65,291.75	$43,093
Boarding	980.00	$980
Contributed income		
Corporate & foundation grants	3,714.27	
Donations directed by individuals	24,299.26	$16,038
Government grants & contracts	15,000.00	$15,000
Grants from other nonprofits	8,680.19	$0
Total Contributed income	**$ 51,693.72**	$31,038
Owner Surrender Fee	2,300.00	$1,518
Reclaim Fees	3,130.00	$3,130
Sales of Product Revenue	1,767.01	$0
Services	1,435.00	$0
Total Revenue	**$ 126,597.48**	$79,758
Gross Profit	**$ 126,597.48**	**$79,758**
Expenditures		$0
Advertising & marketing		$0
Social media	125.00	$83
Total Advertising & marketing	**$ 125.00**	
Contract & professional fees	850.00	$561
Food (for volunteers)	589.73	$389
Insurance	3,306.67	$2,182
Medical	59,574.81	$39,319
Occupancy		$0
Rent	9,000.00	$0
Utilities	8,288.39	$0

Total Occupancy	**$**	**17,288.39**		
Office expenses		150.08		$99
Bank fees & service charges		27.76		$18
Memberships & subscriptions		226.28		$149
Office supplies		115.25		$76
Shipping & postage		18.10		$12
Software & apps		2,055.92		$1,357
Total Office expenses	**$**	**2,593.39**		
Payroll expenses				$0
Salaries & wages		24,348.80		$16,070
Total Payroll expenses	**$**	**24,348.80**		
Repairs & maintenance		661.29		$661
Supplies (Pet Food, Litter, Potty Pads, Etc)		17,279.14		$11,404
Vehicle expenses		1,190.04		$785
Vehicle registration		416.00		$275
Total Vehicle expenses	**$**	**1,606.04**		
Total Expenditures	**$**	**128,223.26**		**$73,442**
Net Operating Revenue	**$**	**(1,625.78)**		
Net Revenue	**$**	**(1,625.78)**	$	6,316.21

ARE Animal Rescue Inc
Statement of Activity
April - June, 2022

	Total	Banning Only
Revenue		
Adoptions	56,509.00	$37,296
Boarding	780.00	$780
Contributed income		
Corporate & foundation grants	1,536.18	
Donations directed by individuals	38,689.23	$25,535
Government grants & contracts	15,000.00	$15,000
Grants from other nonprofits	6,127.71	
Total Contributed income	**$ 61,353.12**	
Owner Surrender Fee	1,725.00	$518
Reclaim Fees	3,466.00	$3,466
Sales of Product Revenue	1,101.83	$0
Services	986.00	$0
Total Revenue	**$ 125,920.95**	**$82,594**
Gross Profit	**$ 125,920.95**	
Expenditures		
Advertising & marketing		
Social media	4.00	
Total Advertising & marketing	**$ 4.00**	
Contract & professional fees	185.25	$122
Food (for volunteers)	552.59	$365
Insurance	2,288.76	$1,511
Medical	57,159.43	$37,725
Occupancy		
Rent	6,500.00	
Utilities	7,367.64	
Total Occupancy	**$ 13,867.64**	

Office expenses				
Bank fees & service charges		8,008.12		$5,285
Memberships & subscriptions		396.28		$262
Office supplies		37.45		$25
Printing & photocopying		147.34		$97
Software & apps		966.08		$638
Total Office expenses	**$**	**9,555.27**		
Payroll expenses				
Salaries & wages		33,730.00		$22,262
Total Payroll expenses	**$**	**33,730.00**		
Repairs & maintenance		250.00		$250
Supplies (Pet Food, Litter, Potty Pads, Etc)		33,845.21		$22,338
Supplies & materials		1,839.48		$1,839
Total Supplies (Pet Food, Litter, Potty Pads, Etc)	**$**	**35,684.69**		
Vehicle expenses		1,464.17		$966
Vehicle gas & fuel		634.86		$419
Vehicle insurance		651.00		$250
Vehicle rental		378.68		
Total Vehicle expenses	**$**	**3,128.71**		
Total Expenditures	**$**	**156,406.34**		**$94,353**
Net Operating Revenue	**$**	**(30,485.39)**		
Net Revenue	**$**	**(30,485.39)**	**$**	**(11,759)**

ARE Animal Rescue Inc
Statement of Activity
July - September, 2022

	Total	Banning Only
Revenue		
Adoptions	74,627.00	$49,254
Boarding	740.00	$740
Contributed income		
Corporate & foundation grants	1,700.00	
Donations directed by individuals	28,065.26	$18,523
Government grants & contracts	15,000.00	$1,500
Grants from other nonprofits	10,617.02	$0
Total Contributed income	**$ 55,382.28**	
Owner Surrender Fee	3,200.00	$2,112
Reclaim Fees	2,125.00	$2,125
Sales of Product Revenue	1,421.93	$0
Services	1,370.00	$0
Total Revenue	**$ 138,866.21**	
Gross Profit	**$ 138,866.21**	**$74,254**
Expenditures		
Advertising & marketing	125.92	$83
Social media	751.94	$496
Total Advertising & marketing	**$ 877.86**	
Contract & professional fees	4.00	$3
Food (for volunteers)	326.35	$215
Insurance	2,987.20	$1,972
Medical	57,117.62	$37,698
Occupancy		
Rent	10,500.00	$6,930
Utilities	2,222.89	$1,467
Total Occupancy	**$ 12,722.89**	$8,397

Office expenses		34.48		$23
Bank fees & service charges		104.79		$69
Memberships & subscriptions		424.22		$280
Office supplies		46.94		$31
Software & apps		428.08		$283
Total Office expenses	**$**	**1,038.51**		
Payroll expenses				
Salaries & wages		27,739.00		$18,308
Total Payroll expenses	**$**	**27,739.00**		
Repairs & maintenance		338.69		$338
Supplies (Pet Food, Litter, Potty Pads, Etc)		36,070.36		$23,806
Supplies & materials		55.14		$36
Total Supplies (Pet Food, Litter, Potty Pads, Etc)	**$**	**36,125.50**		
Vehicle expenses		1,190.04		$785
Vehicle gas & fuel		1,524.31		$1,006
Total Vehicle expenses	**$**	**2,714.35**		
Total Expenditures	**$**	**141,991.97**		**$102,226**
Net Operating Revenue	**$**	**(3,125.76)**		
Net Revenue	**$**	**(3,125.76)**	**$**	**(27,972)**

ARE Animal Rescue Inc
Statement of Activity
October - December, 2022

	Total	Banning Only
Revenue		
Adoptions	72,588.00	$47,908
Boarding	525.00	$525
Contributed income		
Corporate & foundation grants	8,017.69	$5,292
Donations directed by individuals	49,919.37	$32,947
Government grants & contracts	15,000.00	$15,000
Grants from other nonprofits	70,158.92	$0
Total Contributed income	**$ 143,095.98**	
Owner Surrender Fee	300.00	$198
Reclaim Fees	2,230.00	$2,230
Sales of Product Revenue	1,084.28	$0
Services	900.00	$0
Total Revenue	**$ 220,723.26**	
Gross Profit	**$ 220,723.26**	**$104,100**
Expenditures		
Advertising & marketing	1,000.43	$660
Social media	159.99	$106
Total Advertising & marketing	**$ 1,160.42**	
Contract & professional fees		
Legal fees	1,244.00	$821
Total Contract & professional fees	**$ 1,244.00**	
Food (for volunteers)	237.11	$156
Insurance	1,525.81	$1,007
Medical	46,330.65	$30,578
Occupancy		
Rent	10,500.00	$6,930

Utilities		8,299.14	$5,477
Total Occupancy	**$**	**18,799.14**	
Office expenses			
Bank fees & service charges		2,251.35	$1,486
Memberships & subscriptions		415.28	$274
Office supplies		18.62	$12
Software & apps		684.08	$451
Total Office expenses	**$**	**3,369.33**	
Payroll expenses			
Salaries & wages		46,130.50	$30,446
Total Payroll expenses	**$**	**46,130.50**	
Repairs & maintenance		2,955.87	$2,955
Supplies (Pet Food, Litter, Potty Pads, Etc)		36,152.93	$23,861
Supplies & materials		1,642.00	$1,084
Total Supplies (Pet Food, Litter, Potty Pads, Etc)	**$**	**37,794.93**	
Vehicle expenses		1,190.04	$785
Vehicle gas & fuel		595.02	$393
Total Vehicle expenses	**$**	**1,785.06**	
Total Expenditures	**$**	**161,332.82**	**$107,484**
Net Operating Revenue	**$**	**59,390.44**	
Net Revenue	**$**	**59,390.44**	**$ (3,384)**

ARE Animal Rescue Inc
Statement of Activity
January - March, 2023

	Total	Banning Only	
Revenue			
Adoptions	53,801.00	$35,509	
Boarding	350.00	$350	
Contributed income			
Corporate & foundation grants	454.30		
Donations directed by individuals	33,564.95	$22,153	
Government grants & contracts	0.00	$0	*Payment not received until April
Grants from other nonprofits	6,049.09		
Total Contributed income	**$ 40,068.34**		
Owner Surrender Fee	735.00	$485	
Reclaim Fees	2,185.00	$2,185	
Sales	590.00	$0	
Sales of Product Income	65.25	$0	
Sales of Product Revenue	610.09	$0	
Total Revenue	**$ 98,404.68**		
Gross Profit	**$ 98,404.68**	**$60,682**	
Expenditures			
Advertising & marketing	251.12	$166	
Social media	325.14	$215	
Total Advertising & marketing	**$ 576.26**		
Contract & professional fees	250.00	$165	
Legal fees	7,500.00	$7,500	
Total Contract & professional fees	**$ 7,750.00**		
Food (for volunteers)	1,087.63	$718	
Insurance	3,985.01	$2,630	
Medical	48,813.18	$32,217	
Occupancy			

Rent		12,000.00	$7,920
Utilities		7,443.17	$4,912
Total Occupancy	**$**	**19,443.17**	
Office expenses			
Bank fees & service charges		65.53	$43
Internet & TV services		-2,431.26	-$1,605
Memberships & subscriptions		203.72	$134
Software & apps		1,087.51	$718
Total Office expenses	**-$**	**1,074.50**	
Payroll expenses			
FICA tax		101.00	$67
Salaries & wages		37,113.50	$24,495
Total Payroll expenses	**$**	**37,214.50**	
Repairs & maintenance		60.00	$60
Supplies (Pet Food, Litter, Potty Pads, Etc)		24,010.28	$15,847
Supplies & materials		5,690.18	$3,756
Total Supplies (Pet Food, Litter, Potty Pads, Etc)	**$**	**29,700.46**	
Travel		8.00	
Hotels		293.99	$194
Total Travel	**$**	**301.99**	
Vehicle expenses		1,225.13	$809
Vehicle gas & fuel		1,195.14	$789
Vehicle registration		400.66	$264
Vehicle rental		140.67	$93
Total Vehicle expenses	**$**	**2,961.60**	
Total Expenditures	**$**	**150,819.30**	**$102,106**
Net Operating Revenue	**-$**	**52,414.62**	
Net Revenue	**-$**	**52,414.62**	**$ (41,424)**

ARE Animal Rescue Inc
Statement of Activity
April - June, 2023

	Total	Banning Only
Revenue		
Adoptions	27,203.76	$17,954
Boarding	200.00	$200
Contributed income		
Donations directed by individuals	39,169.25	$25,852
Government grants & contracts	15,000.00	$15,000
Grants from other nonprofits	1,683.82	$0
Total Contributed income	**$ 55,853.07**	
Owner Surrender Fee	150.00	$0
Reclaim Fees	180.00	$180
Sales of Product Income	77.19	$0
Sales of Product Revenue	244.71	$0
Total Revenue	**$ 83,908.73**	
Gross Profit	**$ 83,908.73**	**$59,186**
Expenditures		
Advertising & marketing	25.46	$17
Contract & professional fees		$0
Fundraising fees	1,816.00	$1,816
Total Contract & professional fees	**$ 1,816.00**	
Food (for volunteers)	1,482.90	$979
Insurance	2,797.53	$1,846
Medical	28,038.33	$18,505
Occupancy		
Rent	12,000.00	$7,920
Utilities	2,595.64	$1,713
Total Occupancy	**$ 14,595.64**	
Office expenses		

Bank fees & service charges		112.83	$74
Internet & TV services		-1,050.79	-$694
Memberships & subscriptions		74.94	$49
Software & apps		287.13	$190
Total Office expenses	**-$**	**575.89**	-$380
Payroll expenses			
FICA tax		69.72	$46
Salaries & wages		43,584.50	$28,766
Total Payroll expenses	**$**	**43,654.22**	
Supplies (Pet Food, Litter, Potty Pads, Etc)		14,242.22	$9,400
Supplies & materials		3,664.01	$2,418
Total Supplies (Pet Food, Litter, Potty Pads, Etc)	**$**	**17,906.23**	
Uncategorized Expense		25.00	$17
Vehicle expenses		1,190.04	$785
Vehicle gas & fuel		684.89	$452
Total Vehicle expenses	**$**	**1,874.93**	$1,237
Total Expenditures	**$**	**111,640.35**	**$75,157**
Net Operating Revenue	**-$**	**27,731.62**	**-$15,971**
Net Revenue	**-$**	**27,731.62**	

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Discussion Regarding the Selection Process for the Citywide Forensic Investigation of Treasury Functions Request for Proposals (RFP)**

RECOMMENDATION:

Provide direction to staff regarding Council's preferred alternative for the RFP grading and selection process.

BACKGROUND:

During the Special City Council Meeting on August 15, 2023, the Administrative Services Director informed Council about a $8.5 to $9.0 million cash shortfall in the Electric Enterprise as of June 30, 2023. Loans from other funds in the City (Due To-From) were needed to bring unrestricted cash to $0 since no aggregate fund can have negative cash on the financial statements. During that meeting, several community members, electric department staff, and Councilmembers requested a Citywide forensic investigation.

The City Manager and Administrative Services Director agreed that such an investigation would be beneficial if Council agreed to proceed. On September 12, 2023, staff brought the results of the Phase 1 forensic investigation of the Electric Enterprise negative cash with the recommendation to conduct further Phase 2 investigation services. Staff recommended that Council approve Phase 2 work and for the City to issue an RFP for a Citywide Forensic Investigation of Treasury Functions (with a focus on cash). That focus seemed to be the most reasonable to staff since cash is where any impropriety would generally reveal itself. Council agreed and approved both requests.

JUSTIFICATION:

The RFP has been issued and closed on November 28, 2023. Six firms submitted proposals to provide the requested services. Staff originally intended to have Councilmembers grade the proposals and select the preferred firm. Upon the advice of counsel and further research into the method that Council has previously selected City Attorneys, staff determined that Council should now provide direction regarding the scoring and selection process. Alternative 2. below is the method that Council has historically used for approval of Council mandated selections such as City Attorney.

While unusual in practice, due to the nature of this contract, staff believes that the final selection by Council is appropriate.

FISCAL IMPACT:

To be determined.

ALTERNATIVES:

1. Direct staff to request all Pass Area Finance Directors and/or Deputy Directors to provide scoring of the proposals and have the three top ranked firms present to Council in a Special City Council Meeting for final selection.
2. Direct staff to provide internal scoring of the proposals and have the three top ranked firms present to Council in a Special City Council Meeting for final selection.
3. Other alternative as directed by Council.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-187, Approving Exclusive Negotiating Agreement with Industrial VI Enterprises, LLC (Hillwood) for Banning Municipal Airport Properties**

RECOMMENDATION:

Adopt Resolution 2023-187.

BACKGROUND:

The City Council previously authorized the City Manager to negotiate terms for an Exclusive Negotiating Agreement with Hillwood. During the past several months, City and Hillwood representatives have worked to reach agreement. One of the major concerns raised by Hillwood, as well as previous developers interested in the property, is the timeframe likely required to entitle the property for development. During this timeframe, members of the City Council could change, which could also result in a change of direction regarding development of the airport property. This uncertainty is a risk for the developer. The terms of the Exclusive Negotiating Agreement reflect Hillwood's concerns related to the risk of changes to the City Council as well as unknown outcome of efforts to close Banning Municipal Airport.

The term of the ENA will be five calendar years with developer option to extend the ENA for up to two (2) one-year extension periods. In exchange for exclusive negotiation rights, Hillwood will pay the City ENA fees. The ENA fee is $500,000 and is due within 5 days after the parties agree to the terms of a non-binding term sheet. A payment of $250,000 will be made on the second anniversary of the effective date of the ENA and on each subsequent anniversary of the effective date of the ENA.

During the term of the ENA, the City and Hillwood will negotiate a proposed non-binding term sheet and an agreement for a single or multiple Ground Leases. The ENA does not commit the City to approve any term sheet, agreement, or ground lease.

JUSTIFICATION:

In 2016, HdL Companies was hired to conduct an Airport Feasibility Study. The objective of the Feasibility Study was to analyze and evaluate the Banning Municipal Airport, including its effectiveness as a land use, along with exploring the possibility of closing down the airport operation and looking at the 'highest and best' land use for the future. The Study found given the location of the airport property in Banning, along with current and near-term market development conditions, the highest and best use for the Banning's airport property is industrial-not as an airport. Following the Study, the City Council adopted Resolution 2017-44, establishing the goal to pursue closure of the airport. During the past three years, the City has engaged with potential developers to lease or sell the property for development.

FISCAL IMPACT:

The ENA fee will generate $1,250,000 during the next five years and an additional $500,000 if the ENA is extended.

ALTERNATIVES:

1. Adopt Resolution No. 2023-187, as written;
2. Adopt Resolution No. 2023-187, with modification(s);
3. Do not adopt Resolution No. 2023-187.

ATTACHMENTS:

1. Resolution 2023-187, Hillwood.docx
2. HillwoodBanning - ENA 16955001 v12.docx

RESOLUTION 2023-187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN EXCLUSIVE NEGOTIATING AGREEMENT WITH INDUSTRIAL VI ENTERPRISES, LLC (HILLWOOD) FOR BANNING MUNICIPAL AIRPORT PROPERTIES (APNs 532-130-011, 012, AND 018; 532-140-003; 532-150-002, 003 AND 004; 541-240-009 AND 541-250-009)

WHEREAS, Industrial VI Enterprises is a Delaware Limited Liability Company based in Dallas, Texas; and

WHEREAS, the City of Banning is the owner of the property located at 200 S. Hathaway Street, Banning, CA 92220 (APNs 532-130-011, 012 and 018; 532-140-003; 532-150-002, 003 and 004; 541-240-009 and 541-250-009); and

WHEREAS, the proposed Exclusive Negotiating Agreement would allow Industrial VI Enterprises (Hillwood) the exclusive negotiating rights to the property for five years, allowing them to complete necessary due diligence on the site; and

WHEREAS, the City is interested in development of the site, which could bring needed employment and revenue to the City.

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

SECTION 1. The City Council hereby approves the attached Exclusive Negotiating Agreement for 200 S. Hathaway Street, Banning, CA 92220.

SECTION 2. The City Council hereby authorizes and directs the City Manager ("Authorized Representative") to sign the Exclusive Negotiating Agreement with Industrial VI Enterprises, LLC on behalf of the City Council.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

_____

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-187, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Exclusive Negotiation Agreement between City of Banning and Industrial VI Enterprises, LLC

EXCLUSIVE NEGOTIATING AGREEMENT
(Hillwood)

This EXCLUSIVE NEGOTIATING AGREEMENT ("**ENA**") is dated as of December _____, 2023, and is entered into by and between the CITY OF BANNING ("**City**"), and INDUSTRIAL VI ENTERPRISES, LLC, a Delaware limited liability company ("Developer"). City and Developer are sometimes individually referred to herein as a "**Party**" and are sometimes collectively referred to herein as the "**Parties**."

R E C I T A L S

A. City owns the land in the City of Banning, California described on Exhibit "A" (the "**Property**"), a portion of which is currently used as the Banning Municipal Airport. The development and use of the Property for the Project is dependent on closure of the Banning Municipal Airport, which closure must be approved by the federal government.

B. Developer desires to apply for various entitlements for a mixed use project for the Property including a movie studio (the "**Studio Parcel**") and light industrial warehouse development, with multiple buildings (the "**Warehouse Parcels**", and collectively with the Studio Parcel, the "**Project**"), and enter into an option agreement ("**Option Agreement**") with City for a single or multiple ground leases (each, a "**Ground Lease**") with City for the Property and Warehouse Parcels. Developer and City contemplate that a movie studio would be developed on approximately 30 acres of APNs 541-240-009 and 541-250-009). The terms and conditions relating to the Studio Parcel shall be further detailed in the Option Agreement.

C. It is contemplated that each Ground Lease (the form of which would be attached to the Option Agreement as an exhibit) would have a term of 55 years, and that extensions and rights to purchase the Property will, be addressed in the Ground Lease(s).

D. Developer and City will incur significant costs in preparing California Environmental Quality Act ("**CEQA**") documents, processing entitlements, and negotiating the Option Agreement (and Ground Lease).

E. Developer has requested that City negotiate with Developer on an exclusive basis for a specified period of time to establish the terms and conditions of the entitlements and Option Agreement (and Ground Lease), and in consideration of that exclusive negotiating right, Developer will provide City with an ENA fee and other benefits as provided in this ENA.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Term. The term of this ENA shall commence on the date hereof and shall end on the earlier of: (i) the date that is five (5) calendar years after the date of this ENA, subject to extension as hereinafter set forth, or (ii) the date on which City or Developer terminates this ENA as provided in Section 3 below (the "**ENA Period**").

2. Extensions.

(a) The City Manager may extend the term of this ENA for up to six (6) months by written notice to Developer provided all of the terms of the Option Agreement (including the form of Ground Lease) shall have been negotiated and shall be acceptable to City staff (it being contemplated that such extension may be necessary to complete compliance with CEQA and City entitlements for the Project and/or to complete the process of the closure of the airport on the Property).

(b) Developer shall have the right to extend the term of this ENA for up to two (2) one-year extension periods, by written notice to City given on or before the date that is six (6) months prior to the expiration of the then-current term, and paying to City concurrently with such notice, the sum of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) as a nonrefundable extension fee (for each extension).

3. Termination.

(a) The City Manager may terminate this ENA by written notice to Developer if Developer should fail to comply with or perform any material provisions of this ENA and such failure is not cured within thirty (30) days after City Manager's delivery of written notice to Developer; provided that if such failure is of the nature that it cannot reasonably be cured within such thirty (30) day period, such cure period shall be extended for as long as Developer in good faith commences curative efforts within thirty (30) days of its receipt of such notice from the City Manager and diligently and expeditiously continues its curative efforts.

(b) Developer may terminate this ENA by written notice to City at any time if Developer, in its sole and absolute discretion, determines that it does not wish to pursue the Project any further. However, in the event of such termination, no ENA Fees shall be returned to Developer, except that provided Developer is not then in default under this ENA, City shall return a pro-rata portion of the $250,000 annual ENA Fee described in Section 5(b)(i) and (ii) below that Developer shall have prepaid for the one year period in which the termination occurs (based on the number of days in such annual period after the date of termination, divided by 365).

4. City Covenant Regarding Exclusivity. During the ENA Period, City shall not negotiate with any person or entity other than Developer for the sale, lease, financing, or development of the Property or any portion thereof, nor shall City solicit or entertain bids or proposals to do any of the same.

5. Non-Binding Term Sheet; ENA Fees; CEQA Costs.

(a) The parties intend to negotiate, within six (6) months after the date of this ENA, a non-binding term sheet acceptable to both parties as the basis for negotiating the Option Agreement; however, neither party shall be bound by any terms unless and until the Option Agreement is negotiated, finalized, and executed, after or concurrently with compliance with CEQA.

(b) In exchange for the exclusivity rights granted to Developer in this ENA (in a very competitive real estate market for warehouse space, and for commercial property generally),

Developer shall pay the sums described below (collectively, the "**ENA Fees**"), which shall not be refundable, except as expressly provided in Section 3(b) above:

(i) Upon the parties indicating that such term sheet is acceptable (which may be communicated by City by email to Scott Morse [Scott.Morse@hillwood.com] of Developer), Developer shall, within five (5) business days thereafter, deliver the amount of $250,000.00 (as an initial ENA Fee) to City, which payment shall be deemed applicable to the first year of this ENA.

(ii) On or before the first anniversary of the date of this ENA during the initial term of this ENA, and on each subsequent anniversary of the date of this ENA, Developer shall deliver the amount of $250,000.00 (as additional ENA Fees) to City.

(c) Developer shall reimburse City for an aggregate amount of up to $20,000 of the City's actual, out of pocket legal fees incurred in negotiating this ENA, the Term Sheet, Option Agreement and Ground Lease (the "**Legal Fee Reimbursement**"). Developer shall pay the Legal Fee Reimbursement to City within ten (10) days after City delivers to Developer reasonable evidence of such incurred legal fees, including, without limitation, paid invoices.

(d) In addition to the ENA Fees, Developer shall pay for all of the CEQA consultants hired by Developer on behalf of the City as well as the City's out of pocket costs and expenses paid to City staff and attorneys, all to the extent in connection with the City's CEQA compliance related to this ENA and the transactions contemplated by the Option Agreement and Ground Lease (the "**CEQA Reimbursement**"), provided that Developer's CEQA Reimbursement obligation shall not exceed $500,000 in the aggregate. If City reasonably believes that the CEQA Reimbursement will exceed the amount of $500,000, the City shall give Developer advance notice to that effect, and City and Developer agree to negotiate in good faith regarding provisions for payment of further CEQA costs, but Developer shall have the right to refuse to make further payments. Developer shall pay the applicable portions of the CEQA Reimbursement to City on a monthly basis, within ten (10) days after City delivers to Developer reasonable evidence of such incurred costs and expenses, including, without limitation, paid invoices to City attorneys.

6. Diligence Deadline.

(a) Until the date that is one hundred and eighty (180) days after the date of this ENA, as may be extended in writing for cause by the City Manager by up to an additional ninety (90) days (the "**Due Diligence Deadline**"), Developer shall have the right and obligation to inspect the Property and title to the Property (including completing a survey, and completing environmental/hazmat inspections and reports), and document the City staffs' willingness to recommend approval by the City Council of relocation of any City of Banning recorded and unrecorded easements that could materially interfere with Developer's contemplated development, and the City staffs' willingness to recommend City Council approval (short of condemnation) to relocate third party easements that materially interfere with Developer's contemplated development. If Developer does not approve the condition of title or the condition of the Property, then Developer may terminate this ENA by written notice to City Manager by the Due Diligence Deadline.

(b) Developer shall also be entitled to inspect the Property and title to the Property after such Due Diligence Deadline for purposes of confirming that there shall have been no material change in title matters or physical condition prior to its execution of the Option Agreement and prior to its execution of the Ground Lease(s).

(c) If Developer does not so terminate this ENA and enters into the Option Agreement, then Developer shall have no right under the Option Agreement or Ground Lease to terminate the Option Agreement or Ground Lease as a result of any such title or survey matter, or any physical condition of the Property, except for material changes to such title or physical condition that occur after the completion of Developer's title and physical condition reviews/investigations prior to the execution of the Option Agreement and Ground Lease and which are not caused by Developer or its contractors.

(d) Concurrently with its execution of this ENA, Developer and City shall also execute and deliver a counterpart of the Right of Entry Agreement in the form attached hereto as Attachment No. 3.

7. Confidentiality of Information.

(a) Any information provided by Developer to City, including, without limitation, financial reports, proformas and other financial projections (whether in written, graphic, electronic or any other form) (collectively, "**Confidential Information**") shall be subject to the provisions of this Section 7.

(b) Subject to the terms of this Section 7, City shall prevent disclosure of Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 7920.000 *et seq.*) or other applicable local, state, or federal law ("**Public Disclosure Laws**"). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys, and advisors to the extent necessary to carry out the purpose for which the Confidential Information was disclosed.

(c) If the City becomes subject to a requirement by law, regulation, deposition question, interrogatory, Public Records Act request, Freedom of Information Act request, other type of request for information or documents, subpoena, civil investigative demand, or similar process (collectively, "**Requirement**") to disclose any Confidential Information, the City will, prior to producing any Confidential Information, notify Developer of the existence, terms, and circumstances of such Requirement(s) within five (5) calendar days of receiving such Requirement(s) so that Developer may seek an appropriate protective order. If the City and the Developer do not agree that the document is exempt from disclosure, the Developer may commence a "reverse" Public Records Act lawsuit to preclude the City's disclosure of the communication, and the City shall, to the extent supported by the law and the facts, invoke all extensions or excused delay legally available to the City under the Public Records Act and applicable law before producing such privileged information/document so as to afford Developer as much time as possible to file a "reverse" Public Records Act lawsuit. If the City is subject to a Requirement and has complied with the notification and cooperation obligations described in the preceding sentence, is compelled, in the opinion of its legal counsel, to disclose privileged information or else violate the law or stand liable for contempt or other substantial penalty, the

City shall furnish only that portion of the Confidential Information that is legally required pursuant to the terms of such Requirement as modified by any protective order or "reverse" Public Records Act lawsuit. If the above time limits conflict with the time within which response to discovery or information requests must be made under applicable law, then the Parties shall act to provide the notification contemplated by this paragraph as soon as possible.

(d) In the event that the City is subject to a Requirement and, based upon an objection received from the Developer, the City does not produce the requested information, the Developer's indemnity obligations as set forth in this ENA shall extend to the defense of the City if an action, claim, or liability arises or results from the City's refusal to release information withheld at the Developer's request.

(e) The restrictions set forth in this Section 7 shall not apply to Confidential Information to the extent such Confidential Information (i) is now, or hereafter becomes, through no act or failure to act on the part of City, publicly known or available, (ii) is known by City at the time of receiving such information as evidenced by City's public records, (iii) is independently developed by City without any breach of this ENA and without any use of, or access to, City's Confidential Information as evidenced by City's records, or (iv) is the subject of a written permission to disclose provided by Developer to City. The provisions of this Section 7 shall survive the termination of this ENA.

8. Indemnity for ENA Challenges.

(a) Developer shall indemnify and defend City, and its officers, directors, members, employees, agents and contractors (each an "**Indemnified Party**" and collectively "**Indemnified Parties**") from and against any and all claims and causes of action (including reasonable legal fees and costs), losses, or liabilities, in law or equity, or alleged by any third parties arising directly out of, or resulting directly from, any and all CEQA-related and non-CEQA-related litigation, lawsuits, claims, or causes of action challenging the City's execution of this ENA (a "**ENA Challenge**"), and including attorney's fees and costs arising out of the City's approval of the ENA, provided that no Indemnified Party shall be entitled to indemnification under this Section 8 for matters to the extent caused by the gross negligence, fraud or willful misconduct of such Indemnified Party. Notwithstanding the foregoing, Developer may alternatively elect (in its sole and absolute discretion and at any time) to terminate its pursuit of the Project rather than defend the CEQA Challenge. In addition, Developer shall fully indemnify the City and shall pay any award of attorney's fees or costs that may be awarded against the City or that the City may be required to pay as a result of a court order in, or settlement of, the ENA Challenge, provided that City shall not be entitled to indemnification under this Section 8 for matters to the extent caused by the gross negligence, fraud or willful misconduct of City.

(b) Developer shall reimburse the City for all costs (including court costs) and attorney's fees that the City may be required by a court to pay as a result of the ENA Challenge, as well as attorney's fees and costs (including court costs) incurred by the City in its defense of the ENA Challenge, with counsel of the City's reasonable choice. The City's use of the City Attorney's office to defend the City in the Action shall not relieve Indemnitor of its obligations under this ENA.

(c) Developer and City shall endeavor to provide the defense of the ENA Challenge in a cost-efficient manner and agree that they shall coordinate and cooperate in their defense activities. As used in this ENA, cooperation does not include the City's having to take any action or make any decision or not take any action or refrain from making any decision that the City does not believe, in the exercise of its good faith judgment, is in its own best interest. Unless expressly provided to the contrary, nothing in this ENA shall be construed in a manner that requires the City to exercise its discretion in a particular manner. The Parties will further coordinate their activities, to the extent reasonable and feasible, in a manner that will preserve applicable attorney-client privileges and work product privileges with respect to any legal research or other work product prepared in connection with the ENA Challenge; provided, however, that neither Party will have any right to or interest in any reports or other attorney-client privileged materials prepared by the other Party's attorneys in connection with the ENA Challenge.

(d) City agrees to give prompt notice to Developer with respect to any suit filed or claim made against City no later than the earlier of (i) ten (10) days after valid service of process as to any filed suit, or (ii) immediately upon the City's receipt of a petitioner's election to prepare the administrative record or any notice of a case management conference to discuss the administrative record pursuant to Public Resources Code section 21167.6(b), and City shall not respond to any such petitioner election or notice of case management conference without first notifying Developer in writing and affording Developer a reasonable amount of time to confer with City regarding such response, or (iii) fifteen (15) days after receiving written notification of the assertion of such claim, which City has good reason to believe is likely to give rise to a claim for indemnification under this Section 8 by the Developer. The provisions of this Section 8 shall survive the termination of this ENA.

9. Economic Subsidy Statutes and Prevailing Wages Statutes.

(a) Developer acknowledges that material financial assistance by City to the Project (including, if applicable, charging rent under the Ground Lease that is less than fair market rent) will require: (i) a public hearing and subsidy report under California Government Code Section 53083 or 53083.1; and (ii) that Developer pay prevailing wages for the applicable portion of the construction of the Project under California Labor Code Section 1720 et seq.

(b) If such prevailing wage requirement applies, then Developer shall be required to expressly covenant in the Ground Lease to pay such prevailing wages, to the extent applicable. In any event, the Ground Lease shall include an obligation of Developer and ground lessee to defend and indemnify City with respect to claims, liabilities, damages, costs and expenses arising out of any failure by such ground lessee to pay any required prevailing wages.

10. Specific Developer and City Tasks.

(a) In exchange for City holding the Property off the market and negotiating exclusively with Developer, and in order to permit the preparation and revision of the Option Agreement (and Ground Lease) by City staff and counsel:

(1) Developer shall deliver the materials and information identified on Attachment No. 1 attached hereto to City within the times set forth on Attachment No. 1; and

(2) On or before the first business day of each January and July, Developer shall provide a written report to City describing in reasonable detail Developer's other activities with respect to the Project during the prior six (6)-month period (i.e., 6-month period preceding the date of the report).

(b) City shall perform City tasks described on Attachment No. 2.

11. CEQA/NEPA Compliance. City and Developer acknowledge that all applicable requirements of CEQA (and if applicable, NEPA in conjunction with the airport closure) must be met in order for City to approve Project entitlements and for City to approve the entitlements, the Option Agreement (with Ground Lease(s)) and other approvals required for the Project (including a general plan amendment, a zoning amendment, a tentative parcel map, and design review), and that this may require various reports and/or analyses (collectively, the "**CEQA Documents**"). City will, at its cost, fully cooperate with Developer in Developer's preparation of CEQA Documents. Developer acknowledges that pursuant to City's governmental land use/entitlements process, Developer shall be required to pay for the costs of the CEQA Documents.

12. Good Faith Negotiations; Retention of Discretionary Authority.

(a) The City, in its proprietary capacity, shall cause City staff to negotiate in good faith with Developer to negotiate the Term Sheet, Option Agreement, and Ground Lease.

(b) Developer and City staff, as needed, shall meet or hold a conference call approximately every two (2) weeks during the ENA Period to negotiate the Term Sheet, Option Agreement and Ground Lease and discuss the status of activities and tasks related to the negotiations and the Project, the accomplishment of such activities and tasks and other such matters as City or Developer reasonably requests. The Parties shall follow reasonable negotiation procedures, including meetings, telephone and video calls, and correspondence.

(c) Developer understands and agrees that by entering into this ENA, City is making no commitment that it will approve a Term Sheet or an Option Agreement. City specifically retains the right to approve or deny a proposed Term Sheet or Option Agreement, in accordance with the discretion accorded to City pursuant to applicable law. No consents, approvals, comments or discussions by staff shall diminish, affect, or waive: (i) rights of City to later impose conditions and requirements under CEQA; (ii) the right of City not to approve the entitlements, the Term Sheet, the Option Agreement, or other Project approvals; or (iii) City's other discretionary governmental rights, powers, and obligations.

13. Assignment; Developer Affiliates as Parties to Option Agreement and Ground Lease(s). Developer represents and warrants that its undertakings pursuant to this ENA are for the purpose of development of the Property and not for speculation in land, and Developer recognizes that, in view of the importance of the development of the Property to the general welfare of the community, the qualifications and identity of Developer and its principals are of particular concern to City; therefore, this ENA may not be assigned by Developer to any entity not affiliated with Developer without the prior express written consent of City in his sole and absolute discretion. However, City acknowledges that Developer may intend to form a new entity to be party to the Option Agreement and/or Ground Lease, and Developer may do so provided that such new entity

is controlled by Developer or by owners of Developer and that Developer or such owners have or will have a substantial financial investment in such entity and the Project, and provided, further, that Developer first delivers to City a copy of the applicable executed assignment and assumption agreement, and any other documents necessary for City to confirm compliance with the foregoing ownership and control conditions.

14. Notices. Any notice, request, approval, or other communication to be provided by one Party to the other shall be in writing and provided by certified mail, return receipt requested, or a reputable overnight delivery service (such as Federal Express) and addressed as follows:

Developer:

c/o Hillwood Development Company, LLC
3000 Turtle Creek Boulevard
Dallas, TX 75219
Attn: Scott Morse, Vice President

City:

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

Notices shall be deemed delivered: (i) if sent by certified mail, then upon the date of delivery or attempted delivery shown on the return receipt; and (ii) if delivered by overnight delivery service, then one (1) business day after delivery to the service as shown by records of the service.

15. Entire Agreement. This ENA constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this ENA, except as may be expressly set forth herein, and any and all prior discussions and negotiations between the Parties are superseded by this ENA.

16. Amendment of ENA. This ENA may not be altered, amended, or modified except by a writing duly authorized and executed by all Parties.

17. Waivers. No provision of this ENA may be waived except by an express written waiver duly authorized and executed by the waiving Party.

18. Attorneys' Fees. If either Party should bring any legal action or proceeding relating to this ENA or to enforce any provision hereof, the Party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other. The Parties agree that any legal action shall be filed in and shall occur in the County of Riverside, California.

19. Governing Law. The interpretation and enforcement of this ENA shall be governed by the substantive laws of the State of California (without regard to conflict of laws rules).

20. Time of the Essence. Time is of the essence of each and every provision hereof in which time is a factor.

21. Execution in Counterparts. This ENA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same ENA.

22. Email Delivery of Executed Counterparts. Executed counterparts of this ENA may be delivered electronically by email to: dschulze@banningca.gov (for City), and to_____ (for Developer).

23. Real Estate Commissions. Neither party hereto shall be liable for any real estate commissions or brokerage fees incurred by the other party that may arise here from. Each party hereto agrees to hold the other party hereto harmless from any claim by any broker, agent or finder retained by the indemnifying party.

IN WITNESS WHEREOF, the Parties hereto have executed this ENA as of the day and year first written above.

CITY:

CITY OF BANNING

By: _____
Douglas Schulze, City Manager

ATTEST:

_____
Caroline Patton, Deputy City Clerk

APPROVED AS TO FORM:

_____
Serita Young, City Attorney

DEVELOPER:

INDUSTRIAL VI ENTERPRISES, LLC, a Delaware limited liability company

By:_____

Print Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The land in the City of Banning, County of Riverside, State of California, described as follows:

APNs:

532-130-011
532-130-012
532-130-018
532-140-003
532-150-002
532-150-003
532-150-004
532-180-034
532-180-035
532-180-036
532-180-037
541-240-009
541-250-009



Exhibit A
Page 1 of 1

ATTACHMENT NO. 1

SPECIFIC DEVELOPER TASKS

1. On or before the date that is sixty (60) days after the date of this ENA, Developer shall deliver to City for staff review and approval, a preliminary financing plan for the Project and an organizational chart of the Developer-related entity proposed to be a party to the Option Agreement and/or Ground Lease.

2. Developer shall promptly obtain and review a preliminary report for the Property from a title company selected by Developer and copies of the documents listed as title exceptions therein, and shall if desired by Developer obtain/perform a survey based on such preliminary report by the Due Diligence Deadline, and shall deliver copies of the report and documents and later any survey based on such report to City by email to Doug Schulze <dschulze@banningca.gov>.

3. On or before the Due Diligence Deadline, Developer shall inspect the Property, including (without limitation) obtaining and reviewing a Phase I environmental (hazmat) report for the Property, and if recommended by the Phase I, a Phase II report. Developer shall promptly deliver copies of the final signed reports to City when received.

ATTACHMENT NO. 2

SPECIFIC CITY TASKS

1. City shall provide to Developer copies of all currently written information regarding the Property in its possession, to the extent not previously delivered to Developer and to the extent material to the Property or Project and not subject to the attorney-client or attorney work-product privilege.

2. Subject to Developer's execution of a Deposit and Reimbursement Agreement of the sort typically required by City in connection with CEQA, and Developer's timely making any required deposits thereunder, City shall to prepare and process any required CEQA Documents as soon as reasonably possible after submission by Developer of a complete development application and payment of applicable fees/deposits.

3. City shall provide a draft of the Option Agreement to Developer, and shall revise said draft periodically to the extent permitted by the negotiations.

ATTACHMENT NO. 3

FORM OF RIGHT OF ENTRY AGREEMENT

(Attached.)

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT ("Agreement") is dated _____ __, 2023 and is entered into by and between the CITY OF BANNING (the "City") and INDUSTRIAL VI ENTERPRISES, LLC, a Delaware limited liability company ("Developer").

R E C I TA L S

A. City and Developer have entered into an Exclusive Negotiating Agreement dated substantially concurrently herewith (the "ENA") with respect to certain real property described in the ENA, and hereinafter referred to as the "Site".

B. The ENA contemplates that City and Developer will negotiate a disposition and development agreement ("AGREEMENT") and one or more ground leases ("Ground Lease") for the Site, and permits Developer to commence its due diligence inspections of the Site, which may include access necessary to prepare a survey ("Inspections").

C. Consequently, City and Developer desire to enter into this Agreement to provide access to the Site to Developer for purposes of such Inspections.

NOW, THEREFORE, in consideration of the foregoing recitals, the ENA, the mutual covenants and agreements contained herein, and other consideration, the sufficiency of which are hereby acknowledged, City and Developer hereby covenant and agree as follows:

1. Term. This Agreement shall be effective upon the date hereof, and unless earlier terminated by City pursuant to Section 12 below, shall expire upon the expiration or earlier termination of the ENA.

2. Access. Subject to compliance with the terms and provisions of this Agreement, Developer and Developer's consultants who are designated in writing to City (collectively, "Developer's Designees") shall have the right to enter upon the Site for the purpose of performing the Inspections provided they make arrangements for entry at least two (2) days in advance with the City Manager or his designee at dschulze@banningca.gov, who shall have the right to require that he or another City staff person or City consultant staff person accompany Developer or Developer's Designee, as applicable, during performance of the Inspections; provided, however, that such the failure of such representative to attend a previously scheduled Inspection shall not require Developer or Developer's Designee to reschedule such inspection.

3. Indemnity. Developer shall indemnify, defend and hold City harmless from and against any and all third-party claims, liabilities, damages (but excluding punitive, speculative, consequential, or lost profits), losses, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses and court costs (collectively, "Losses") that City actually suffers or incurs as a direct result of (i) a breach of Developer's agreements set forth in this Agreement in connection with the Inspections or (ii) physical damage to the Site or bodily injury caused by Developer or Developer's Designees during its exercise of the right of inspection granted under this Agreement, but expressly excluding Losses

arising out of the discovery of pre-existing conditions, the negligence or willful misconduct of City, or any diminution in value in the Site arising from, or related to, matters discovered but not created by Developer or Developer's Designees during any Investigations. The indemnification and defense obligations of Developer contained herein shall survive the expiration or earlier termination of this Agreement and the ENA for a period of (1) year.

4. Reports. In the event this Agreement is terminated, Developer shall promptly provide to City copies of all surveys, letters, studies, and reports related to or arising from the Inspections; provided, however, all such materials shall be delivered without representation or warranty, and Developer shall not be obligated to deliver any confidential, proprietary or other materials covered by attorney-client privilege.

5. Insurance. Developer at its sole expense shall procure and maintain in full force and effect from and after the date on which Developer or any of its Designees enters the Site for any purpose, all of the insurance described in Exhibit "A" hereto, and otherwise comply with said Exhibit "A", and makes the grants/waivers described in Exhibit "A". Prior to entering upon the Site, Developer shall deliver to City copies of certificates of liability insurance showing that such policies are in effect, and showing the additional insured coverage required by Exhibit "A". Thereafter, copies of all required policies shall be furnished from time to time promptly following written request therefor.

6. Limitations. City does not hereby convey to Developer any right, title, or interest in or to the Site, but merely grants the specific and limited contractual rights and privileges hereinabove set forth.

7. Notices. Except as otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and shall be addressed as follows and given by United States certified mail, postage prepaid, return receipt requested or by nationally recognized overnight mail service (such as FedEx).

If to Developer:

c/o Hillwood Development Company, LLC
3000 Turtle Creek Boulevard
Dallas, TX 75219
Attn: Scott Morse, Vice President

If to CITY:

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

8. Term. Except for provisions which expressly survive, this Agreement shall terminate on the date (the "Termination Date") that is the earliest of (i) the execution and delivery

of the Option Agreement by City and Developer, (ii) the expiration or earlier termination of the ENA.

9. Assignment. This Agreement may not be assigned by Developer, in whole or in part.

10. Governing Law. This Agreement shall be construed, enforced, and interpreted in accordance with the laws of the State of California (without regard to conflict of laws rules).

11. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

12. Default; Termination. If Developer fails to cure a default by Developer hereunder within thirty (30) days after City Manager's delivery of written notice to Developer, the City Manager may terminate this Agreement and ENA by further written notice to Developer.

13. Email Delivery of Executed Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission (e.g., PDF format/email), to dschulze@banningca.gov (for delivery to City) and to Scott Morse [Scott.Morse@hillwood.com] (for delivery to Developer), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY:

CITY OF BANNING

By: _____
Douglas Schulze, City Manager

Attest:

_____
Caroline Patton,
Deputy City Clerk

DEVELOPER:

INDUSTRIAL VI ENTERPRISES, LLC, a Delaware limited liability company

By:_____

Print Name: _____

Title: _____

EXHIBIT "A" TO RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

1. Developer (hereinafter referred to as "Contractor" in this Exhibit "A") shall, prior to entering onto the Site, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder (consisting of inspections and tests) by Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the applicable Contractor.

2. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit (these limits may be achieved by a combination of a primary policy and an excess or umbrella liability policy). The policy shall include broad form contractual liability coverage.

(b) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with combined single limit no less than $1,000,000 per accident for bodily injury and property damage.

(c) **Workers' Compensation** insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

3. Contractor should check with Contractor's insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure Contractor's obligations under this Agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover Contractor's liability under this Agreement. These insurance requirements shall not in any way relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to City.

4. The insurance to be provided by Contractor under this Agreement shall not include any endorsement limiting coverage available to City that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to City for City's own negligence; (ii) limits the duty to defend City under the policy; (iii) provides coverage to City only if Contractor is negligent, or (iv) permits the recovery of defense costs from any additional insured. The

insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with City's rights under this Agreement.

5. **Other Insurance Provisions**. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The City of Banning, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability additional insured coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

(b) Separation of Insureds. A separation of insureds provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

(c) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, its City Council, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(d) Notice of Cancellation/Change in Coverage. Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium. Prior written notice shall be sent to City pursuant to the Notices provisions of this Agreement.

(e) Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City, its City Council, its officers, officials, employees, agents, and volunteers from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer. Contractor's Workers' Compensation policy shall be specifically endorsed from the insurer with a waiver of subrogation in favor of City, its City Council, its officers, officials, employees, agents, and volunteers. A blanket endorsement is insufficient and unacceptable in satisfying this requirement. Said endorsement from the insurer must be received, reviewed, and approved by City prior to right of entry.

(f) Self-Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or

provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII. The current A.M. Best rating for each insurer shall be noted on a cover letter provided by the producer of the Certificate(s) of Insurance.

(h) Certificate Holder. Certificate Holder on each insurance certificate shall be addressed pursuant to the Notices provisions of this Agreement.

(i) Verification of Coverage. Contractor shall furnish City with certificates and all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall specifically identify this Agreement. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require copies of all required insurance policies, including endorsements required by these specifications, at any time.

(j) Failure to Maintain Insurance Coverage. If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be brought to Contractor's attention in writing and, if not cured within 5 (five) business days, be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement at any time and file for damages from Contractor resulting from said breach. Alternatively, City may, upon written notice and, if not cured within 5 (five) business days, purchase such coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

(k) Special Risks or Circumstances. City reserves the right to modify these requirements at any time, including limits, based on its good-faith assessment of the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

099999\16955001v10

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Authorize a Request for Proposals for Development of City-Owned Property**

RECOMMENDATION:

Authorize a Request for Proposals (RFP) for development of City-owned property.

BACKGROUND:

The City of Banning owns five parcels adjacent to and east of the Banning Justice Center on E. Ramsey Street. All parcels are zoned Downtown Commercial and would be best suited for mixed-use development (ground floor retail with office and/or residential above). During the past year, several developers have expressed interest in the property. It is anticipated that a minimum of four developers will submit responses to an RFP. The proposed Request for Proposals is attached. If City Council authorizes the RFP, it will be released on January 11, 2024 and proposals will be due on February 16, 2024.

The evaluation, due diligence and interviews of finalists will occur between March and May with consideration of a contract at the August 13, 2024 City Council meeting. The vision proposed for the property is consistent with the Town Core sub-district of the Paseo San Gorgonio Master Plan and Downtown Revitalization Plan.

JUSTIFICATION:

The City Council has established goals to clean up the appearance of the Ramsey Street corridor and to attract businesses to Banning. Vacant land in the downtown core detracts from the appearance of the downtown and invites homeless encampments. The City-owned parcels were acquired for the purpose of consolidating properties to attract development.

FISCAL IMPACT:

Staff time involved with preparation of the RFP and the evaluation/selection process will be minimal. Sale or ground lease of the property will generate significant one-time revenue. Fully developed property will generate property tax and sales tax revenues.

ALTERNATIVES:

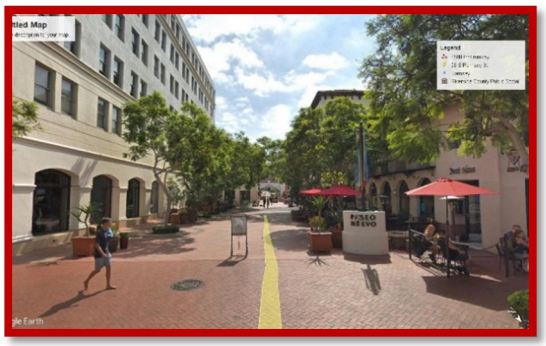
1. Authorize Request for Proposals as presented.
2. Authorize Request for Proposals with modifications.
3. Do not authorize Request for Proposals.

ATTACHMENTS:

1. REQUEST FOR PROPOSALS - Downtown Mixed Use Project.docx

REQUEST FOR PROPOSALS

DOWNTOWN MIXED-USE DEVELOPMENT







ISSUED BY

CITY OF BANNING

CITY MANAGER S OFFICE ECONOMIC DEVELOPMENT

99 E. Ramsey Street

Banning, California 92220

PROPOSAL DUE

February 16, 2024, BEFORE 2:00 PM PT

1. INTRODUCTION/PURPOSE

The City of Banning ("City") is seeking innova?ve, qualified developers for a small mixed-use project within downtown Banning totaling approximately 7 acres. The property is owned by the City of Banning and is zoned Downtown Core. The vision for these proper?es is a town center style mixed-use project, including first floor commercial/retail spaces with office and residen?al above. Architectural style should be compa?ble with exis?ng downtown buildings.

Proposals are requested from En??es that have a demonstrated ability to perform the tasks iden?fied in this Request for Proposals ("RFP").

2. ABOUT THE CITY OF BANNING

As the City of Endless Opportunity, Banning has the dis?nc?on of being the fastest growing city in California with a popula?on above 30,000. Incorporated in 1913, Banning enjoys a rich heritage as we celebrate 110 years as a municipality. Our historic roots, combined with our diverse popula?on and rich heritage creates many opportuni?es for businesses to thrive.

A recently completed Downtown Design and Complete Streets Plan sets the stage for public investment in our downtown, which will revitalize the en?re downtown area. With 12,000+ new homes planned or under construc?on, Banning is expec?ng rapid growth during the next 10 to 15 years. This growth is viewed as a catalyst that for retail growth in the community, including demand for dining, entertainment and specialty businesses.

Banning also benefits from excellent freeway and rail access, reasonable land and building costs, and is within 25 minutes of Palm Springs Interna?onal Airport. City-owned water, electric and sewer public u?li?es provides compe??ve rates and incen?ve flexibility that surpasses most other ci?es in Southern California. In addi?on, streamlined development services including uniform plan check and expedited review con?nue to improve customer sa?sfac?on ra?ng.

In 2022, the City had the highest growth percentage in assessed property value among all ci?es in Riverside County, almost doubling the percentage growth County-wide. As a result of the rapid growth, demographic data is also changing rapidly.

31,546	47.8	366+	$64,635
POPULATION	MEDIAN AGE	BUSINESSES	AVG. HOUSEHOLD INCOME

3. SCHEDULE OF EVENTS

The City intends to select one Developer for the site iden?fied in this RFP (hereina?er designated as the "Project") including all planning, design, and construc?on. Responses to the

RFP must address the site as a singular “Project.” Proposals for less than the en?re Project will not be considered.

At the conclusion of the City’s evalua?on process, a Developer will be recommended for confirma?on by the City Council through the execu?on of an Exclusive Nego?a?on Agreement (ENA). If nego?a?ons are successful, a Disposi?on and Development Agreement (DDA) will be confirmed by the City Council laying out the terms and condi?ons of the purchase price/ground lease, schedule of performance, scope of development, a finalized affordable housing agreement, and other items appropriate to the transac?on.

It is the goal of the City to select and retain a Developer by August 2024. See sec?ons 8 through 11 for submission requirements. In prepara?on for that ac?on, the following tenta?ve schedule of events has been prepared:

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain addi?onal informa?on about any and all submi?als before making an award. The City also reserves the right to seek clarifica?on from any Proposer about any statement in its proposal that the City finds ambiguous.

Where ?mes and dates are presented in the schedule of events, they are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event ?me will not be accepted.

RFP EVENT SCHEDULE		
Event	Date	Time
Request for Proposals Released	1/11/2024	Before 3:00 p.m.
Proposal Ques?ons Due to Planet Bids	1/17/2024	Before 3:00 p.m.
Responses to Ques?ons Released	1/23/2024	Before 4:00 p.m.
Proposals Due	2/16/2024	Before 2:00 p.m.
City Due Diligence and Review Completed	3/29/2024	End of Day
Finalists No?fied	4/5/2024	End of Day
Mandatory in Person or virtual Site Tour and Informa?onal Project Presenta?on	Week of 4/29/2024	TBD
Finalist Panel Interviews	Week of 5/6/2024	TBD
Tenta?ve No?ce of Intent to Nego?ate	May 2024	TBD
Tenta?ve Update to the City Council	6/11/2024	TBD
Tenta?ve City Council Mee?ng to Consider Awarding Contract	8/13/2024	TBD

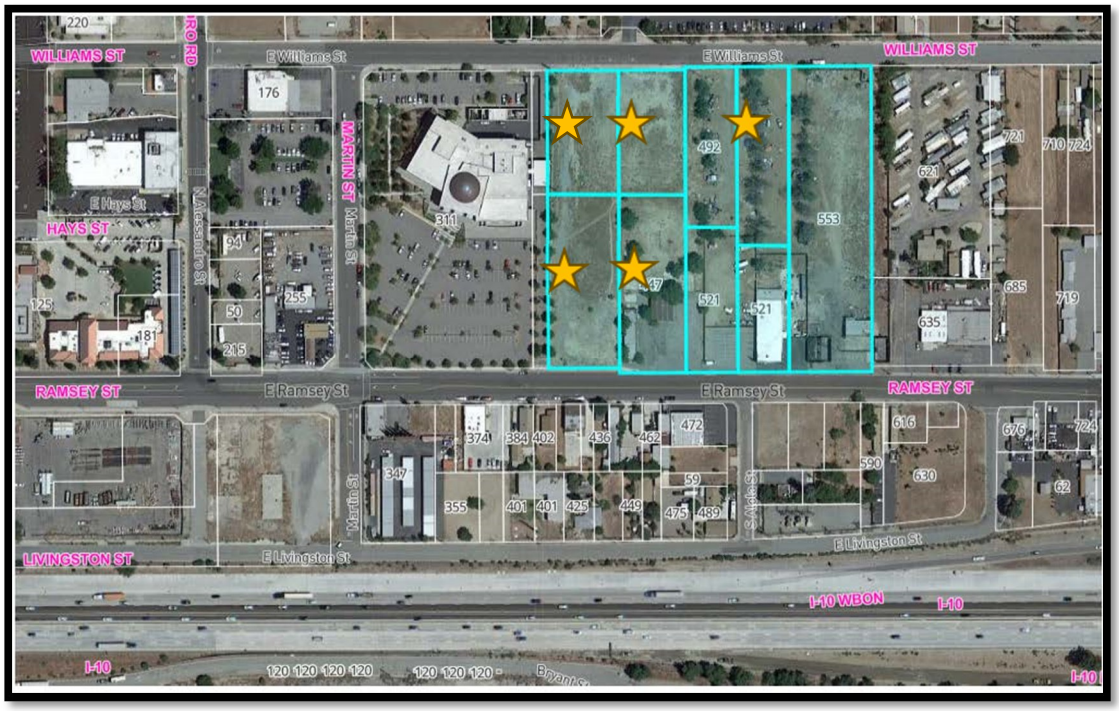
4. BACKGROUND

The vision for the proper?es is generally consistent with the Town Core subdistrict of the Paseo San Gorgonio Master Plan and Downtown Design Plan. These documents set a framework for

design standards, land uses, affordable housing, and maximum development capaci?es. The Mixed-Use District comprises approximately 66 acres, generally bound by Williams Street on the north, Interstate 10 on the south, 4th Street on the west, and Alola Street on the east. The Town Core subdistrict allows for the ver?cal and horizontal integra?on of housing and retail uses. The mix of uses is intended to produce a unique and walkable shopping, dining, and living experience in the Mixed-Use District. The greater intensity of development supports mixed-use mul?ple-story buildings that gain visibility from surrounding roadways and provide expansive views without domina?ng the skyline.

5. SITE OFFERED

A total of 4.86 acres are being offered for conveyance (Sale and/or Lease) and an addi?onal 4.79 acres of privately owned undeveloped or underdeveloped property is immediately adjacent. The City-owned parcels are offered as a package, and only offers addressing all parcels will be considered.



5.1 PARCELS OWNED BY THE CITY OF BANNING

The parcels iden?fied with the ★ are currently owned by the City.

APN 541-150-004
APN 541-150-008
APN 541-150-025
APN 541-150-027
APN 541-150-028

6. DEVELOPER SELECTION PROCESS

The City intends to enter into a Disposi?on and Development Agreement (DDA) with a Developer for the site being offered. The Developer is expected to provide all equity and debt capital required to complete the development component of the Project, including all required on- and off-site improvement costs. The City's fee interest in the site will not be subordinated to or encumbered by Developer financing. Included in the total costs of the development component of the Project will be the City's Pre-Project related expenses, including, but not limited to 1) Planning and Design, 2) CEQA of the City's Project-related expense; the selected Developer will be required to deposit $50,000 in an account with the City. The City will draw on the account for reimbursement of City expenses. If the account balance falls below $10,000, the Developer will be required to supplement the account up to the maximum amount of $50,000.

The City Manager's Office, Economic Development Division will manage the selec?on process. The City is the sole and final decision-maker regarding this selec?on and reserves the right to reject any or all submissions or proposals. See RFP 7 through 12 for submission terms, condi?ons, and requirements.

7. DEVELOPER APPLICANTS

Preference, in the selec?on process, will favor Developer applicants who largely meet the criteria described in this RFP. Development experience in California is important. A demonstrated success in dealing with market cycles is cri?cal. Experience of the senior members of the Developer team is essen?al.

7.1 PERSONNEL AND TEAM EXPERIENCE

Preference is for teams that have the following:

- Key posi?ons having not less than 10 years of experience in the development industry in senior management posi?ons.
- Key posi?ons having experience in collabora?ng with public en??es.
- Team members that have collaborated on prior projects.
- Demonstrated experience on a similarly-scaled project(s) containing mixed uses.
- Team that includes a qualified affordable housing developer that is registered with the State's Housing and Community Development Department (HCD).

The collec?ve experience of the Developer team shall be evaluated based on the principals and lead representa?ves of each of its members. Of par?cular importance will be project specific experience in the successful development of similarly-scaled project in which mul?family products were a significant feature including affordable housing.

7.2 ENTITY GUARANTEEING PERFORMANCE

The en?ty guaranteeing performance (i.e., which is assumed to be either the lead member of the Developer team or a third-party associated with the Developer team) must demonstrate the financial capacity appropriate for a long-term project.

7.3 FINANCIAL CAPACITY

The proposing applicant should demonstrate the following:

- The capacity to secure equity and debt financing for similarly projects.
- Successful investment in real estate projects over the last 15 years using equity and debt.
- The ability to use short-term unsecured financing for pre-development ac?vi?es (i.e., equity, LCs, mezz loans, bridge loans).

7.4 DEVELOPMENT EXPERIENCE

Applicants should demonstrate experience in the following:

- Mul?family
    - Development of not less than 100 market rate rental units (apartments and homes)
    - Development of not less than 50 units qualifying as affordable housing for lower-income households as defined by State HCD.
- Mixed-Use Development containing residen?al and non-residen?al components.
    - Development of not less than 25,000 SF/gross of community-oriented retail.
    - Development of grocery retail.

7.5 PLACEMAKING, PLANNING, AND DESIGN

Applicants should demonstrate the ability to move forward in the pre-development process associated with the planning and design of an infill community using crea?ve approaches and solu?ons. The placemaking abili?es of the Developer are cri?cal to the City and the Downtown Commercial area.

7.6 COMMUNICATION

The applicant should provide evidence of its ability to effec?vely communicate with the City staff, to establish clear internal lines of responsibility that the City can depend upon during nego?a?ons and project implementa?on. The Developer must also be willing to engage in public outreach efforts to the City and local community. Extensive experience in working with public en??es on public/private development projects is required.

8. RESPONSE TO RFP BY DEVELOPER APPLICANTS

Applicants shall provide a digital submission in PDF format comprised of two sec?ons. Sec?on 1 shall contain general qualifica?ons. Sec?on 2 shall contain conceptual plans and the business offer. The submission package must be organized as described under Sec?on 1 (Qualifica?ons) and Sec?on 2 (Concept Plans and Business Offer). Proposals should be straigh?orward and concise.

1. SECTION 1 – QUALIFICATIONS
    - Cover Le?er
    - Statement of Project Understanding and Approach
    - Iden?fica?on of Development En?ty
    - Statement of Project Experience
    - Developer Team Members, Roles, and Responsibili?es
    - Evidence of Financial Capacity including sources of equity and debt
    - References

    All prospec?ve en??es will be invited to a?end a pre-proposal mee?ng. A?endance is not mandatory. The ?me, date, and loca?on of the mee?ng will be provided at a later date.

    a. COVER LETTER

    The cover le?er shall include a brief general statement of intent to confirm that all elements of the RFP have been reviewed and understood. The le?er shall include a summary of the Developer's qualifica?ons and the willingness to enter into an agreement under the terms and condi?ons prescribed by this RFP. The le?er must iden?fy a single person for contact during the RFP review process. [Limit 1 Page]

    b. PROJECT UNDERSTANDING AND APPROACH

    Describe your understanding and view of the goals and challenges of the Project and explain how the Developer would work with the City to address them. The explana?on should acknowledge an affordable housing component, the overall development program, and the planning and design concepts an?cipated. [Limit 1 Page]

    c. DEVELOPMENT ENTITY

    Iden?fy the lead En?ty responsible for managing the planning and development process. Iden?fy the en?ty guaranteeing performance and the rela?onship of this en?ty to the managing en?ty, including the names of its principals or partners. Indicate en??es partnering on project components,

such as, retail, office, affordable housing, and market rate residen?al including for-sale and/or rental. [Limit 2 Pages]

d. PROJECT EXPERIENCE

Provide relevant qualifica?ons and project specific experience of the principals and lead personnel represen?ng each member of the Developer team. Provide relevant project experience for not less than three projects and not more than five. [Limit 10 pages]

Each project listed shall include the following informa?on, if appropriate:

- General Descrip?on and loca?on, including name of Developer, role of lead team member(s), and those characteris?cs that were relevant to the Project and how they were addressed.
- Size (acres, density, units, square feet).
- Project cost, including conven?onal capital and financing sources. List tax-exempt or other sources of non-conven?onal financing, if applicable.
- Economic performance (pricing, absorp?on ?me, occupancy).
- Timeframe from pre-development to last development phase. Budget and Schedule: The ability of the Developer to implement similar projects on ?me and within budget.
- Partnerships with en??es par?cipa?ng in the project including, if appropriate, the affordable housing partners.
- Public Outreach.
- Communica?on with Staff of Public En??es.
- Challenging Development Condi?ons.

e. DEVELOPER MEMBERS, ROLES, AND RESPONSIBILITIES

Iden?fy the key members of the Developer for this Project, if applicable, including:

- Master Developer En?ty, form of organiza?on
- En?ty Guaranteeing Performance
- Partnering En??es, non-lead en??es
- Urban/Land Use Planner
- Design Architect (licensed)
- Landscape Architect (licensed)
- California Civil Engineer (licensed)
- Environmental Consultant
- Property Manager for residen?al rental products, if any.
- Legal Representa?on

Provide an organiza?onal chart indica?ng lines of responsibility. Provide the business names, addresses and phone numbers of the key members of the Developer team. Include names of the principals and lead personnel that will represent each team-member. Describe the roles and responsibili?es of principals and lead personnel in rela?onship to the goals and challenges associated with the intended development program.

Describe the organiza?onal structure of the Developer en?ty and how communica?on would occur with the City throughout the implementa?on and on-going management.

f. FINANCIAL CAPACITY

Provide evidence of the Developer's access to the capital resources, both equity and debt, necessary to finance the development of this Project, by iden?fying the following:

- Iden?fica?on of sources of equity and debt capital in addi?on to the financing sources on completed and ac?ve projects.
- Describe the Guaranteeing En?ty's financial strength. Proof of financial strength may be required at a later date or provided in this response.
- Descrip?on of projects currently under development or in the pipeline, including status, development schedule, financing sources (both equity and debt capital).

g. REFERENCES

Provide at least three (3) references for each partner of the Developer. The references should be conversant with the capabili?es and work of the principals or lead personnel represen?ng that member of the Developer en?ty. Include the name, ?tle, en?ty, address, and telephone number of each reference. [Limit 1 Page].

The City, or its consultants, may, at their discre?on, contact references and industry sources, inves?gate previous projects and current commitments, interview some or all the Developer en?ty members, and take any other informa?on into account in their evalua?on of the responses. The City reserves the right to request clarifica?on or addi?onal informa?on from respondents and to request that respondents make presenta?ons to the City as directed.

2. SECTION 2 – CONCEPTUAL DESIGN AND BUSINESS PROPOSAL
   Applicants will be required to submit a wri? en proposal containing the following:

   a. PROJECT DESCRIPTION (SCOPE OF DEVELOPMENT)
      Provide a comprehensive narra? ve descrip? on of the Developer's proposed Project. The overview will need to discuss the Developer's approach and vision for the Project using the Paseo San Gorgonio Plan, Downtown Design Plan and Complete Streets Plan as a framework. The narra? ve must be specific in providing the ra? onale for the development approach.

   b. CONCEPT PLANS
      1. Provide a conceptual Site Plan showing, at a minimum, loca? on of buildings and parking, community/common areas, iden? fica? on of uses, exterior dimensions, square footage for non-residen? al buildings, number of residen? al units and parking ra? os as appropriate.
      2. Provide, in a three-dimensional format (sketch-up or similar so? ware), the proposed development on City-owned parcels and the maximum development allowed on adjacent sites (non-City owned). The purpose is to show the massing of the improvements allowed at buildout.

   c. SCHEDULE OF PERFORMANCE
      Iden? fy proposed phasing of development and the schedule for buildout of the en? re Project.

   d. BUSINESS OFFER
      The offer must clearly explain the type of acquisi? on proposed, that is, purchase or lease.
      1. Purchase Price, show in 2023 dollars.
      2. Ground Lease providing the full terms and condi? ons of the lease including length of lease and lease adjustments.
      3. Profit Par? cipa? on, if proposed, should be listed by product type with the terms and condi? ons listed separate from the Purchase Price.
      4. Other direct financial benefits to the City which are not part of the purchase price, lease terms, or profit par? cipa? on. Do not provide indirect benefits resul? ng from a mul? plier effect unless they are directly ? ed to an improvement by the Developer.

e. FINANCIAL PLAN

1. Project Proforma – provide a comprehensive project proforma shown by phase and rolled up to a summary. The proforma should demonstrate annual performance, by Phase, all revenues, expenses, separa?ng direct costs from indirects, and profit measures (e.g., IRR, NPV, ROI, or other measures used). All assump?ons used in the proforma should be provided on a separate worksheet.
2. Sources and Use of Funds – provide the an?cipated sources of project funding including all equity sources and debt sources.

f. RESPONSIBILITIES

1. Developer – Developer's responsibility for improvements should be clearly stated in a table outlining the responsibili?es for onsite and offsite improvements.
2. City – Developer's expecta?ons of the City in the development of the project acknowledging the requirements of the Downtown Design and Complete Streets Plan.

g. MARKETING PLAN

1. Proposed approach to establishing a brand based for the Project. Branding should recognize the early history of the area. Significant elements in shaping the area include the Morongo Band of Mission Indians, Stagecoach and rail stop between Arizona territories and Los Angeles, and the scenic vistas of Mt. San Gorgonio and Mt. San Jacinto.
2. Tenan?ng the Mixed-Use Center – Proposed approach for outreach to poten?al commercial tenants. A priority for the community is a grocery store and associated community services.

3. SCHEDULE FOR DEVELOPER APPLICANTS

All aspects of the schedule shall be conducted in accordance with the ?meline provided in Sec?on 3 of this document including submi?al and response to clarifying ques?ons, no?fica?on of finalists, interview panel dates and site tour and community mee?ng. However, the City reserves the right to adjust this schedule with no?fica?on as indicated in Sec?on xxx

a. PRESENTATION AND INTERVIEW

A presenta?on and interview will be scheduled for the selected en??es based on submi?ed response. The City will no?fy the en??es that have been selected for an interview including the ?me and loca?on.

Approximately 45 minutes will be allowed for each en?ty; 25 minutes for a presenta?on by the en?ty and 20 minutes for a ques?on-and-answer period. Each en?ty will be allowed to bring not more than five team members to the presenta?on and interview, one of the team members must be the Developer representa?ve responsible for managing the team, leading nego?a?ons and responsible for the overall development process. The Developer will be required to lead the presenta?on; other members of the team can par?cipate in the presenta?on. Applicants will not be allowed to introduce new items or concepts that were not addressed in their wri?en statements.

b. RANKING

The City will rank applicants based on their wri?en proposal and interview. Rankings will be weighed on the criteria listed below.

1. Experience and Qualifica?ons 30%
2. Scope of Development 40%
3. Business Offer and Financial Plan 30%

c. EXCLUSIVE NEGOTIATION AGREEMENT

The proposal of the selected Developer will be presented to the City Council Economic Development Commi?ee for considera?on and recommenda?on to move forward to the full City Council for considera?on. If the selected Developer is approved by the City Council, an Exclusive Nego?a?ons Agreement (ENA) will be entered into between the Developer and the City. The ENA will establish the terms and condi?ons for the dra?ing of a Disposi?on and Development Agreement (DDA). The Developer will be required to provide a good faith deposit of $50,000 that is refundable if nego?a?ons are not successful. The deposit will fund a por?on of City expenses related to the Project as part of the total costs of the Project.

9. CITY REQUIREMENTS FOR PROPOSAL SUBMISSION

1. DELIVERY/SUBMISSION OF PROPOSALS

All prospec?ve Companies submi? ng a proposal must upload electronic files containing all proposal and supplementary documents prior to the due date and ?me as instructed in this solicita?on. The final day for receipt of proposals will be as stated in Sec?on 3, Schedule of Events. This ?me and date are fixed, and extensions will not be granted. All proposals received a?er the deadline will be rejected and will not receive further considera?on. Respondents will receive an email confirma?on form the City Manager's Office within 5 business days of the due date.

2. INQUIRIES

If prior to the date fixed for submission of Proposals, a prospec?ve Applicant discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP or any of its appendices or exhibits, the Applicant shall immediately no?fy the City of such error by way of email to request modifica?on or clarifica?on of the document. Modifica?ons shall be made by wri?en Addenda to the RFP.

If an Applicant fails to no?fy the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Applicant, or an error that reasonably should have been known to the Applicant, the Applicant shall submit its Proposal at its own risk.

All requests for proposal clarifica?ons, or changes, excep?ons, or devia?ons to the terms and condi?ons set forth in this RFP must be submi?ed with the ?tle "Q&A" in accordance with the schedule provided in Sec?on 3, Schedule of Events.

The Final day for receipt of ques?ons from the Proposer shall be as stated in Sec?on 3, Schedule of Events. To ensure fairness and avoid misunderstandings, all communica?ons must be in wri?en format and submi?ed only in the format set forth above. Any verbal communica?ons will not be considered or responded to. All ques?ons received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the Northside Plan Website in the Developer's Toolbox. Any communica?ons, whether wri?en or verbal, with any City Councilmember, the Honorable Mayor, or City staff other than the individual indicated herein, prior to award of an Exclusive Nego?a?on Agreement (ENA) by City Council, is strictly prohibited. Any Proposer who violates this provision shall be immediately disqualified from considera?on as a vendor under the terms of this RFP.

3. COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if condi?onal or incomplete, or if it contains any altera?ons or other irregulari?es of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or mis-leading statements may be rejected. If, in the opinion of the City's Selec?on Commi?ee, such informa?on was intended to mislead the City in its evalua?on of the proposal, and the a?ribute, condi?on, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by an Applicant shall also be without ambiguity, and with adequate elabora?on, where necessary, for clear understanding.

Unauthorized condi?ons, exemp?ons, limita?ons, qualifica?ons, or provisions a?ached to a Proposal will render it non-responsive and will cause its rejec?on. The Applicant, in responding to this RFP, must submit Proposals in the format iden?fied in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are en?rely the responsibility of the Applicant and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presenta?ons, or other follow-up informa?on necessary as part of the selec?on process. All costs shall be borne by the Applicant responding to this RFP. The Applicant responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Applicant.

4. ALTERNATIVE PROPOSALS

   Only one proposal is to be submi?ed by each Applicant for this RFP. Mul?ple simultaneous proposals will result in rejec?on of all Proposals submi?ed by Applicant. Development team members shall appear on only one proposal including applicants and sub-contractors.

5. WITHDRAWAL OF PROPOSAL

   All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submi?ed Proposals may be withdrawn at any ?me prior to the submission deadline.

6. DISCLOSURES

   All proposals must include a response to the Disclosure Ques?onnaire u?lizing the form in Exhibit "B." Please disclose any and all past or current business and personal rela?onships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. Any past or current business rela?onship may not disqualify the firm from considera?on. Describe any administra?ve proceedings, claims, lawsuits, or other exposures pending against the Proposer.

7. EXAMINATION OF RFP

   The Applicant shall carefully examine the RFP and the site, if applicable. The submission of a Proposal shall be conclusive evidence that the Applicant has read and understands what is required of the proposal process.

By submi? ng a Proposal, the Applicant hereby cer?fies that it has: examined the local condi?ons, read each and every clause of this RFP and agrees it will make no claim against the City based upon ignorance of local condi?ons or misunderstanding of any provision of the proposal. Should the condi?ons turn out otherwise than an?cipated by it, the Applicant agrees to assume all risks incident thereto.

8. ADDENDA

Any addenda issued during the ?me of bidding will be acknowledged electronically via the email provided by the Developer team and made available to all par?es.

All Proposals submi?ed in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records.

The Applicant must no?fy the City in advance of any proprietary or confiden?al materials contained in the Proposal and provide jus?fica?on for not making such material public. The City shall have sole discre?on to disclose or not disclose such material subject to any protec?ve order that the Applicant may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any informa?on or idea contained in the Proposal. All materials, ideas and formats submi?ed in response to this RFP will become the property of the City on receipt.

9. GENERAL TERMS AND CONDITIONS

By submi? ng a response to the solicita?on process, all respondents automa?cally are bound and agree to the following terms and condi?ons throughout the process and waive all rights to protest the City's selec?on process.

10. EVALUATION AND CANCELLATION OF PROPOSALS

a. The City reserves the right in its sole discre?on to amend, withdraw or terminate the solicita?on; to reject all responses to this RFP at any ?me; to issue subsequent solicita?ons for the same sites or sites, or varia?ons thereof; to modify the selec?on criteria, or to take other ac?ons should it be deemed to be in the best interest of the City. No obliga?on either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.
b. City reserves the right to modify the response requirements to this solicita?on no?ce, including, without limita?on, extending the due date for a response. The City reserves the right to modify, reissue, or cancel in whole or part this solicita?on and/or response requirements, ?ming, arrangement, and method of developer selec?on throughout the selec?on process.

c. City and its Selec?on Panel reserve the right to disqualify any development Applicant based on perceived conflict of interest that is disclosed or revealed in the process or by any data available to the City.
d. City and its Selec?on Panel reserve the sole right to judge a respondent's representa?ons, either in wri?en or oral form as to their veracity, substance and rela?on to the proposed project and solicita?on.
e. By making a response, the respondent authorizes the City and its Selec?on Panel, if necessary, to contact individuals and organiza?ons regarding its experience, financial capability and other factors determined by the City important to determining its capability to purchase property, develop, own, and operate in a manner in compliance with the Northside Specific Plan.
f. A respondent, by submi? ng a response, shall have waived all rights to protest or seek legal remedies whatsoever, regarding any aspect of the developer screening process, any Selec?on Panel or City decision on the selec?on of the top three most qualified developers, or the City's rejec?on or disqualifica?on of any respondent.
g. Respondents shall respond to this solicita?on and any future undertakings related to this solicita?on at their own risk and cost. The City will not pay or reimburse respondents for any incurred expenses or pre- contractual expenses.
h. Respondents acknowledge that responses are subject to public inspec?on under the California Public Records Act unless exempted by law. If the respondent believes that any informa?on submi?ed should be protected from such disclosure due to its confiden?al, proprietary nature or other reasons, it must iden?fy such informa?on and the basis for the belief in its non-disclosure. Notwithstanding that disclaimer, it is the inten?on of the City to keep all responses confiden?al un?l such ?me as real estate nego?a?ons are successfully concluded for the proper?es described in this solicita?on.
i. This solicita?on is not a contract or commitment of any kind by the City and does not commit the City to enter into an Exclusive Agreement to Nego?ate, Disposi?on and Development Agreement, purchase and sale agreement, ground lease or any other agreement.
j. The content of informa?on on the City's website regarding the Project is not warranted or guaranteed by the City, and respondents are urged to do their own independent inves?ga?ons and any evalua?ons they deem advisable. Neither the City, nor its consultants or Selec?on Panel provides any warran?es, guarantees, or assurances in that regard.

A?er reviewing the RFP submissions, the City intends to invite selected Developer teams to the interview process. The City may, at its sole discre?on, choose not to proceed with the development of the Project. There is no

guarantee the City will decide to move forward with the Project based on the Qualifica?ons submi?ed. Notwithstanding this waiver, the City appreciates your interest in the Project and looks forward to receiving your Qualifica?ons for this exci?ng opportunity.

All Proposals shall be reviewed to verify that the Applicant has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

EXHIBIT A

QUALIFICATIONS STATEMENT/QUESTIONNAIRE

If your organiza?on is individually owned, answer the following:

1. Date of organiza?on:
2. Name of owner:

If the form of your organiza?on is not individually owned, describe it and name the principals:

EXHIBIT B

DISCLOSURE QUESTIONNAIRE

The Applicant shall complete the following ques?onnaire:

1. Has the Applicant, any officer of the Applicant, or any employee of the Applicant who has proprietary interest in the Applicant, ever been disqualified, removed, or otherwise prevented from bidding on, or comple?ng a federal, state, or local government project because of a viola?on of law or safety regula?on?

   Yes _____ No_____

   If the answer is yes, explain the circumstances in the following space.

2. Has the Applicant, any officer of the Applicant, or any employee of the Applicant who has proprietary interest in the Applicant, ever had any administra?ve proceedings, claims, lawsuits, or other exposures pending against the Applicant?

   Yes_____ No_____

   If the answer is yes, explain the circumstances in the following space.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Lincoln Bogard, Administrative Services Director**

MEETING DATE: **December 12, 2023**

SUBJECT: **Consideration of Resolution 2023-191, Awarding the Contract for Comprehensive Banking Services Request For Proposals (RFP) to HCN Bank**

RECOMMENDATION:

Adopt Resolution 2023-191.

BACKGROUND:

The City's current banking contract with Wells Fargo ends in August 2024. Wells Fargo has been the City's bank for the past 20 years. Industry best practice is to conduct an RFP every five to ten years to ensure the best solution for the City at that time. Staff issued an RFP on October 20, 2023, and received two proposals prior to the submittal deadline of November 20, 2023. Staff contacted all banks that have a presence in the Pass Area to request submissions. The responsive banks were HCN Bank and Wells Fargo.

JUSTIFICATION:

While Wells Fargo is a large Federal Charted Commercial Bank and HCN Bank is a smaller State Charted Commercial Bank, HCN Bank utilizes Fiserv to offer the comprehensive services of the large national banks. Additionally, the earnings rate is four percent (4%) which is double the larger bank rates and the fees for services are significantly lower. While neither proposal expects a financial cost to the city after earnings offsets in this high rate environment, HCN Bank would provide offset coverage in a much lower rate environment than Wells Fargo.

HCN Bank has one point of contact for all services and has offered to waive all implementation fees. HCN has also proposed to assist the City with all integration processes and file formats needed. Wells Fargo offers a primary point of contact with several other contacts for various offerings. A final strength of HCN Bank is regarding its support of the Pass Area community with significant donations to many scholarships and sponsorships. While not a direct benefit to the City government, it is a benefit to the community.

The evaluation scoring matrix is below:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score
HCN Bank	93	87	96	92
Wells Fargo Bank, N.A.	88	85	94	89

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications Points Based 25 Points (25%)	Pricing Points Based 20 Points (20%)	Experience (Projects of similar size and scope) Points Based 25 Points (25%)	Professional References Points Based 20 Points (20%)	Approach and Methodology Points Based 5 Points (5%)	Value Added Services Points Based 5 Points (5%)	Total Score (Max Score 100)
HCN Bank	21.7	19.3	23.3	20.0	4.7	3.0	92
Wells Fargo Bank, N.A.	21.7	15.0	24.0	20.0	4.0	4.3	89

FISCAL IMPACT:

No expected fiscal impact for this contract.

ALTERNATIVES:

1. Adopt Resolution 2023-191 to award a contract for comprehensive banking services to HCN Bank.
2. Decline to award contract to HCN Bank and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2023-191, Comp Banking Services.docx
2. Exhibit A - C00948 - PSA Comprehensive Banking Services.pdf

RESOLUTION 2023-191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AWARD OF CONTRACT FOR COMPREHENSIVE BANKING SERVICES TO HCN BANK

WHEREAS, the City's current banking contract with Wells Fargo ends in August 2024 and Wells Fargo has been the City's bank for the past 20 years; and

WHEREAS, industry best practice is to conduct a Request for Proposals (RFP) every five to ten years to ensure the best solution for the City at that time; and

WHEREAS, staff issued an RFP on October 20, 2023, and received two proposals prior to the submittal deadline of November 20, 2023; and,

WHEREAS, staff contacted all banks that have a presence in the Pass Area to request submissions to the RFP; and,

WHEREAS, the responsive banks were HCN Bank and Wells Fargo; and,

WHEREAS, HCN Bank received the highest ranking in the RFP evaluation process.

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

SECTION 1. The City Council approves the Comprehensive Banking Services Agreement with HCN Bank (Exhibit A) and authorizes the City Manager to effect non-substantive changes and sign said agreement.

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 12th day of December 2023.

_____

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-191, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Comprehensive Banking Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES (C00948) FOR COMPREHENSIVE BANKING SERVICES BY AND BETWEEN CITY OF BANNING AND HCN BANK

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 HCN Bank, a California Corporation ("HCN"). City and HCN are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by proposals with RFP 23-039 for the performance of the services for the Comprehensive Banking Services and as further defined and described particularly in Article 1 of this Agreement.

B. HCN, 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 HCN 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 HCN

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, HCN 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, HCN 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. HCN shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. HCN 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 HCN'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.

HCN 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.

HCN 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. HCN 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 HCN's performance of the Services required by this Agreement. HCN 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, HCN warrants that HCN: (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, HCN warrants that HCN 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 HCN discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, HCN shall immediately inform City of such fact and shall not proceed except at HCN's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

HCN 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 HCN, 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 HCN. Any increase to the Schedule of Compensation, 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 HCN 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. HCN 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 HCN anticipates and that HCN shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, HCN 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 HCN 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 HCN'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, HCN shall correct, at its expense, all errors in the Services which may be disclosed during City's review of HCN's report or plans. Should HCN 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 HCN. 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 HCN 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 HCN.

1) HCN Representative: The following principal of HCN is hereby designated as being the HCN Representative authorized to act on HCN's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Linda Hanley	Vice President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing HCN Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing HCN Representative shall be responsible during the term of this Agreement for directing all activities of HCN and devoting sufficient time to personally supervise the Services hereunder. All personnel of HCN, and any authorized agents, shall at all times be under the exclusive direction and control of the HCN Representative. For purposes of this Agreement, the foregoing HCN Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by HCN without the express written approval of City. It shall be HCN's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and HCN shall refer any decisions which must be made by City to the Contract Officer.

2) HCN's Personnel: HCN 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 HCN or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. HCN shall make every reasonable effort to maintain the stability and continuity of HCN's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. HCN shall notify City of all changes in HCN'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 HCN, City shall give notice as set forth in Section 8.1. HCN shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. HCN is an independent contractor and not an employee of City. HCN 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 HCN or under its supervision. HCN will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of HCN shall also not be employees of City and shall at all times be under HCN's exclusive direction and control. HCN 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. HCN 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. HCN 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 HCN's personnel practices. City shall have the right to offset against the amount of any fees due to HCN under this Agreement any amount due to City from HCN as a result of HCN'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 HCN, the HCN Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, HCN 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 HCN, 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 HCN or any surety of HCN of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay HCN at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The

Schedule of Compensation shall include the attendance of HCN 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 HCN is required to attend additional meetings to facilitate such coordination, HCN 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 HCN's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse HCN 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 HCN 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, HCN is certifying compliance with all provisions of the Agreement. HCN shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by HCN 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 HCN to be paid within thirty (30) days of receipt of HCN's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by HCN 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 HCN for correction and resubmission. Review and payment by City of any invoice provided by HCN shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to HCN for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by HCN.

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.

HCN 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 HCN. 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 HCN 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 HCN be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; HCN'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 December 31, 2028, 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.

HCN 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 HCN is a limited liability company, the commercial general liability coverage shall be amended so that HCN 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 HCN does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, HCN 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 HCN has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, HCN 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 HCN's insurance and shall not contribute with it.

4.5 HCN's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit HCN and HCN's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. HCN 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, HCN shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or HCN shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

HCN 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, HCN 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 HCN 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 HCN'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 HCN's expense, the premium thereon. HCN shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to HCN.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, HCN 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. HCN may provide complete, certified copies of all required insurance policies to City. HCN shall maintain current endorsements on file with the City Clerk. HCN 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. HCN 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 HCN shall not be construed as a limitation of HCN's

liability or as full performance of HCN's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

HCN 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, HCN 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 HCN, its officers, agents, servants, employees, sub-contractors, materialmen, HCNs or their officers, agents, servants or employees (or any entity or individual that HCN 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. HCN 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. HCN shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) HCN shall pay all required taxes on amounts paid to HCN 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. HCN shall fully comply with the workers' compensation law regarding HCN and HCN's employees. HCN shall indemnify and hold City harmless from any failure of HCN to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to HCN under this Agreement any amount due to City from HCN as a result of HCN's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) HCN 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 HCN in the performance of this Agreement. If HCN fails to obtain such indemnity obligations, HCN 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 HCN's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, HCNs or their officers, agents, servants or employees (or any entity or individual that HCN'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. HCN'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. HCN 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 HCN 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. HCN'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.

HCN 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 HCN's business, custody of the Service Records may be given to City, and access shall be provided by HCN's successor in interest ("HCN's Successor"). If custody of the Service Records is given to HCN's Successor, HCN shall give written notice to City of the transfer of the Service Records to HCN's Successor. The notice shall include contact information (address and telephone number) for HCN's Successor, and access shall be provided to City by HCN's Successor.

5.2 Reports.

HCN 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. HCN hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, HCN agrees that if HCN becomes aware

of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, HCN 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 "HCN Documents") prepared by HCN, 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. HCN 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 HCN Documents hereunder. Any use, reuse or assignment of such completed HCN Documents for other projects and/or use of uncompleted HCN Documents without specific written authorization by HCN will be at City's sole risk and without liability to HCN, and HCN's guarantee and warranties shall not extend to such use or assignment. HCN may retain copies of such HCN Documents for its own use. HCN shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all HCN Documents prepared by them; and in the event HCN fails to secure such assignment, HCN shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by HCN in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to HCN. HCN 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. HCN, 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 HCN gives City notice of such court order or subpoena.

C. If HCN, or any officer, employee, agent or sub-contractor of HCN, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from HCN for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of HCN's conduct.

D. HCN shall promptly notify City should HCN, 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 HCN or be present at any deposition, hearing or similar proceeding. HCN agrees to cooperate fully with City and to provide

City with the opportunity to review any response to discovery requests provided by HCN. 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 HCN 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 HCN is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating HCN 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 HCN is in default in the performance of any of the terms or conditions of this Agreement, City may serve HCN with written notice of the default. HCN 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 HCN 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 HCN 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 HCN 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.

HCN hereby authorizes City to deduct from any amount payable to HCN (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 HCN's acts or omissions in performing or failing to perform HCN's obligation under this Agreement, and (iv) all payments due or that become due to HCN during the period that HCN 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 HCN, 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 HCN 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 HCN 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, HCN 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 HCN. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to HCN, except that where termination is due to the fault of HCN, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, HCN 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 HCN may determine. Upon receipt of any notice of termination, HCN shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where HCN has initiated termination, HCN 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 HCN has initiated termination, HCN 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 HCN, or HCN's Successor, in the event of any default or breach by City or for any amount which may become due to HCN or HCN's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

HCN 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 HCN's performance of Services under this Agreement. HCN 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. HCN 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. HCN 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.

HCN 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 HCN'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, HCN may perform similar services for other clients; but HCN 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 HCN is not currently performing services that would require HCN 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. HCN shall incorporate a clause substantially similar to this Section into any subcontract that HCN executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

HCN 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. HCN 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.

HCN 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 HCN 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, HCN 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 HCN'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: Lincoln Bogard City's Director of Admin Services City of Banning 99 East Ramsey Street Banning, California 92220 Email: lbogard@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to HCN:	Attn: Kevin Farrenkopf President and CEO HCN Bank 1540 C. East 6th Street Beaumont, CA 92223 Email: kfarrenkopf@hcnbank.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 HCN 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 HCN with all pertinent data, documents and other requested information as is reasonably available for HCN's proper performance of the Services required under this Agreement.

B. HCN's Cooperation. In the event any claim or action is brought against City relating to HCN's performance of Services rendered under this Agreement, HCN 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 HCN 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 HCN for anything done, furnished or relating to HCN'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 HCN, 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 HCN, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to HCN 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 HCN's Services beyond the current fiscal year, this Agreement shall cover payment for HCN'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

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

HCN

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 HCN'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. HCN will perform the following Services in connection with providing Comprehensive Banking Services prepared in connection therewith:

II. As part of the Services, HCN will prepare and deliver the following tangible work products and services to City:

4.2 – Bank Liability

In the event of any damage for which either party may be liable to the other or to a third party pursuant to the services provided, we would expect that all parties undertake reasonable efforts to cooperate with each other in performing loss recovery efforts and in connection with any actions where the parties may be obligated to defend or elects to pursue against a third party.

Per agreement, typically the Bank will be excused from failing to act or any delay in acting if is caused by legal constraint, civil disorder, wars, acts of terrorism, strikes, equipment or availability failure, labor disputes, fires, floods, acts of God, federal, state or municipal action, statute, ordinance or availability or any other causes not within its reasonable control.

We agree to exercise due care and diligence when rendering Services. However, you agree that neither the Bank nor its service providers will be liable to you for damages, costs, or losses of any kind arising out of your use of the System or Services unless such damages, costs, or losses are the result of gross negligence or intentional wrongdoing by us, and that the same have caused actual damages to you, and provided further that, in such event our liability shall be limited to the amount of the processed transactions and reduced to the extent that the resulting damages could have been avoided or mitigated through a reasonable verification by you of your account statements or other information provided by us.

4.3 – Disaster Recovery

At HCN Bank, we understand the critical importance of maintaining continuous operations and service delivery, especially in times of unforeseen emergencies or system disruptions. Our disaster recovery (DR) plan is designed with resilience, rapid recovery, and client support as its cornerstones.

HCN banking services are provided to clients both electronically and in person, both at our branches and at client sites. As such, our approach to disaster recovery differs between the three different service delivery methodologies. At the core of both approaches are key fundamentals that include:

- Comprehensive Risk Assessment
- Robust Data Protection
- Infrastructure Redundancy
- Clear Communication Protocols
- Regular Testing and Updates
- Vendor and Partner Integrations
- Employee Training and Awareness
- Compliance and Regulatory Adherence

Electronic Banking

HCN's electronic banking services are provided by our strategic partner and core provider, Fiserv Inc. Fiserv is publicly traded and one of the largest banking and financial services core providers in the world. As such they have significant measures in place to ensure uptime, security, and resilience of its systems.

While uptime has been at 99+% for many years it is still critical to ensure a robust and regularly tested disaster recovery plan in place. Please see attached an overview of the disaster recovery and backup

plans with associated protocols. Should the City want to see greater details of the test results for the disaster recovery plans of specific data centers and/or specific service lines, we would be happy to provide those for additional review. Since they are quite detailed and lengthy, providing them as optional information seemed to be prudent. Please do let us know if the City would like to review these documents.

In-Branch Banking

HCN couples its robust electronic banking services with interactive in-person services provided at our branches and at our client locations as needed. At HCN Bank, our branch focused disaster recovery plan (DRP) is a comprehensive blueprint designed to restore branch operations swiftly and securely in the event of a disaster. It is anchored on the following core components:

- **Data Protection**: All customer and operational data is regularly backed up and replicated to secure, off-site facilities, ensuring no data loss and rapid restoration capabilities.
- **System Redundancy**: Critical systems can operate on redundant hardware with failover capabilities, housed in geographically diverse locations to mitigate the risk of localized events.
- **Emergency Response Team**: Our team has a designated emergency response team, trained to enact the DRP, coordinate with leadership, staff, vendors, and communicate effectively with all stakeholders.
- **Vendor Partnerships:** We maintain strong partnerships with key vendors for essential services such as power, telecommunications, and IT support to ensure prompt restoration of services.
- **Alternate Work Arrangements:** In case of physical branch inaccessibility, alternate branch locations and remote access capabilities are prearranged to enable staff to continue operations outside of a designated branch location.
- **Customer Communication Plan**: A clear communication strategy is in place to keep customers and staff informed about the status of their accounts and accessibility to banking services during and after a disaster.
- **Regular Drills and Updates:** The DRP is not only rigorously tested through regular drills but also consistently updated to address emerging threats and incorporate new recovery technologies and methods.

This DRP is critical in maintaining the resilience of our branch networks, ensuring that HCN Bank can continue to serve its customers and community, even in the face of unforeseen disruptions. If the City would like to review HCN's entire Business Continuity and Disaster Recovery Plan, the Bank can make the documents available for the City to review.

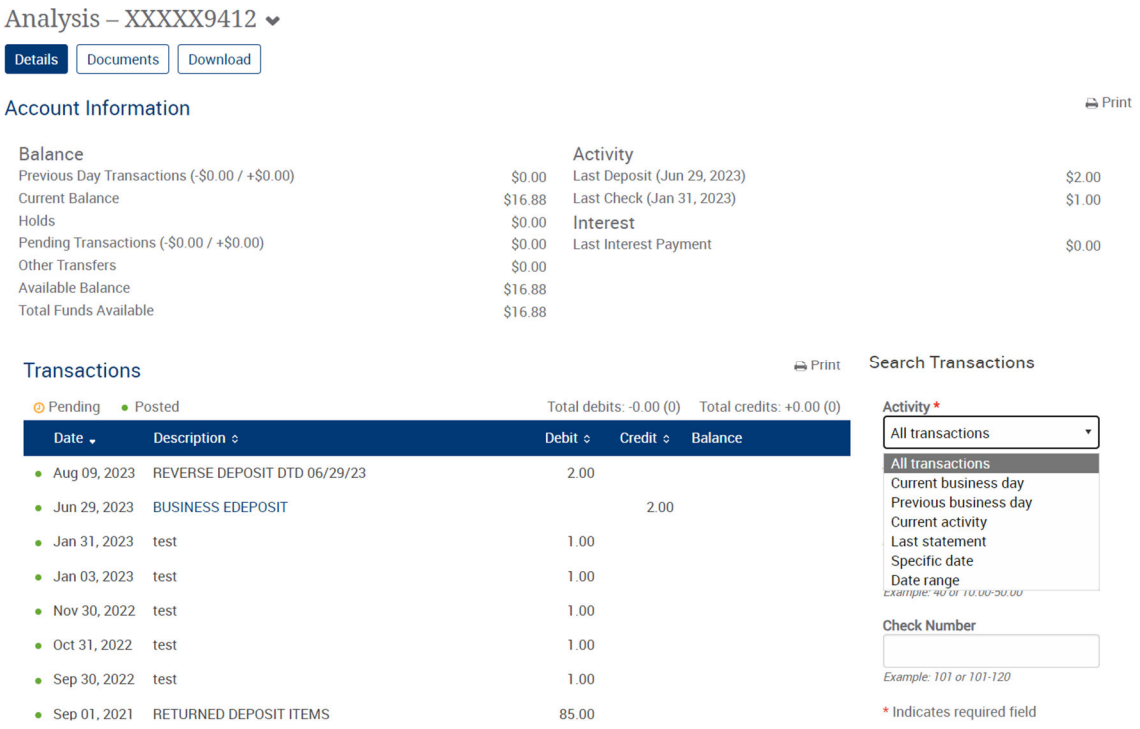
Client Outages

Not only do we develop a level of preparedness for possible outages at the bank, but we also plan for ways to assist our clients with their banking needs in the event of a client-related outage/disaster. Should clients experience an outage, HCN can assist by facilitating and processing banking transactions either in person at the client's site or remotely through our teams at the branches. The bank can send representatives to the City to facilitate deposits, document signing, ACH payments, wire transfers and other functions that normally rely on a client's systems to be operational.

Each of the three approaches to disaster recovery noted above will allow the City to continue its banking functions necessary to continue operations and delivery of community services to its constituents.

4.4 – Monthly Statements and Account Analysis

Transaction history can be obtained within Business Online Banking simply by utilizing the drop-down menu at the account and selecting Previous Business Day. There are other options also available including a customer defined specific date range. This information is also available to download and export.



Sample of Statement Retrieval Process:

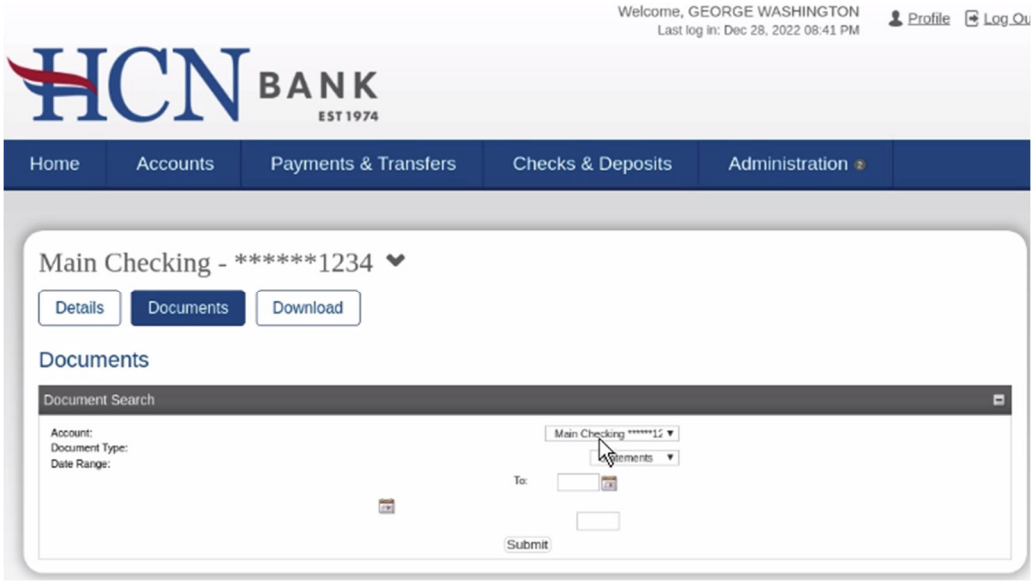


Exhibit #1 is a sample Account Analysis Statement which is in two parts: one is the bill to account showing all linked accounts and two is the individual account breakdown related to the account being billed. Exhibit #2 is a Sample DDA statement.

4.5 – Online Banking Services

HCN Bank's Business Online Banking portal provides The City with the ability to initiate transactions, review account history, and manage everyday functions without leaving the office. The Bank's online portal is available free of a monthly service fee and can be accessed 24 hours a day, 7 days a week.

- Review up to 45 days of all account activities
- Obtain 18 months of account statements
- Initiate Domestic and International wire transfers
- Search posted transactions
- Track checks by amount, check number or date
- Obtain images of paid & presented checks
- View images of deposited items
- Transfer between accounts
- Book Transfers
- Initiate and search stop payments
- Download account activity into your financial application
- Client Administration
- Multi-Level User Access
- Process deposits electronically via Remote Deposit Capture
- Upload Positive Pay files
- Originate ACH transactions
- Bill Pay

4.6 – Wire Transfer Services

The Bank uses a comprehensive and efficient system for processing wires called Payments Exchange. This service is available to use as part of our Business Online Banking program. Payments Exchange streamlines every step in the wire transfer process, enabling straight-through processing and a paperless transaction environment, which means you can handle a higher volume of wires more efficiently. With Payments Exchange, you can reduce errors and eliminate redundant, manual steps in a single, secure system.

Flexible, secure, and easy to use, the web-based Payments Exchange solution provides a single entry point that triggers verification, OFAC screening, posting to the account processing system, delivery to the Federal Reserve and automated customer notifications. Payments Exchange is backed by built-in security features including customized authorization levels, dual controls, and data encryption to protect the privacy of the wire transfer data.

- The cut-off time for Wires initiated by online banking is 1:00 p.m. PST. We will accommodate late requests if possible based on deadlines set by the Federal Reserve Bank. Add-on security layers to control access using tokens; Real-time fraud prevention screening.
- Dual controls available for entry of outbound wires, online storage and retrieval of recurring wire templates, auto-fill wire entry reduces keystrokes and errors, comprehensive edits ensure compliance with Federal Reserve requirements for outbound wires.

- The City would complete a Wire Transfer Agreement and Wire Verification Form to enable the Bank to establish Authorized Agent information.
- The Authorized Agent making the wire request is required to enter a One Time Password (OTP) prior to submitting the wire. The Bank will place a call back to the designated telephone number of an Authorized Agent designated to verify all wires.

4.7 – Automated Clearing House (ACH)

Our ACH transfer system is accessed through our Business Online Banking system and can use any operating system. The latest versions of Chrome, Edge, Firefox and Safari are compatible with Business Online Banking.

We will transmit debit and/or credit Entries initiated by you to the ACH Network as provided in the *NACHA Operating Rules* using the following ACH Standard Entry Class Codes (SEC):

- **CCD – Corporate Credit or Debit** – Either a credit or debit Entry where funds are either distributed or consolidated between corporate entities.
- **CTX – Corporate Trade Exchange** – The transfer of funds (debit or credit) within a trading partner relationship in which payments-related information is placed in multiple addenda records.
- **PPD – Prearranged Payment and Deposit**
    - Direct Deposit – a credit Entry into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
    - Direct Payment – a preauthorized debit Entry to a consumer's account. This includes recurring bills that do not vary in amount – insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.

Delivery Deadline: All ACH input Files must be received by the Bank no later than 4:00 p.m. PST to be processed on the same day. Input Files containing credit transactions must be transmitted or delivered to the Bank at least two (2) Banking Days prior to the Effective Date of the Entries contained within the File. Input Files containing debit transactions must be transmitted or delivered to the Bank at least one (1) Banking Day prior to the Effective Entry Date of the Entries contained in the File.

Effective Entry Date: The Effective Entry Date (contained in Business/Batch Header Record(s) of the ACH input File) is a date specified by Business on which it intends an Entry to be posted and settled. The Effective Entry Date must be a future date and must not be a Saturday, Sunday, or a holiday observed by the Federal Reserve Bank as provided, unless processing a Same Day ACH File. The Effective Entry Date may be, but is not necessarily always, the same date as the settlement of funds.

File Format: All ACH input Files must be in the standard ACH format based on the *NACHA Operating Rules*.

HCN Bank is an authorized Originating Depository Financial Institution (ODFI) for Automated Clearing House (ACH). We accommodate many transfer types, including payroll (direct deposit), tax payments, consumer debits, disbursements and vendor payments. The Bank's ACH transfer system processes ACH files that are submitted via our Business Online Banking product. Both unique and recurring files can be created for ease of use. If selected, the Bank will work with The City for file formatting.

Should The City require it, the Bank can accommodate same-day payments. In order to initiate a same-day payment, the file must have a current effective date and be uploaded by 11:00 a.m. PST. The Bank can also accommodate The City on ACH files submitted 1 day prior to the effective day, if the file is transferred during the courtesy processing window which is from 2:00 p.m. to 4:45 p.m.

Easy to use templates are available for many transfer types, additionally, the templates you generate can be saved for future use. Through integration with the Federal Reserve's ACH member list, transfer templates auto-fill information about the receiving financial institution, saving time and preventing errors.

The Bank's ACH transfer system enables you to set limits governing the Standard Entry Class type, number and value of transactions initiated. If a transaction is submitted after a limit has been met, it is rejected and an email is sent to you.

Our ACH transfer system replaces manual tasks by automating every step. The system automatically validates, checks for duplicates, runs risk controls, provides you with rejections or exception notification, and sends immediate confirmation.

The ACH transfer system employs multifactor authentication (MFA) to verify transactions. This feature requires more than one form of authentication to confirm a transaction, providing additional assurance that transactions are done securely and legitimately.

Real-time transfer status updates and transaction history are available online.

If The City makes an error processing, the Reverse ACH Transfer function on Business Online Banking within the Bank's ACH transfer system eliminates many of the manual processes required to reverse ACH transactions. With a click of a mouse, The City can reverse one or multiple transactions, or an entire batch. Per NACHA's governing rules, the ACH reversal must be filed within 5 days. The Bank processes all reversals on the customer's behalf and will then memo post to affected accounts if appropriate.

The Bank does not initiate ACH transfers or wires without the client's approval. Due to the authorization procedures the Bank implements, an error on behalf of the Bank would be highly unlikely.

4.8 – Collection and Deposit Services

Hemet – East Office
1600 E. Florida Ave.
Hemet, CA 92544
(951) 766-4100

Claudia Garcia
VP | Client Service Manager
(951) 766-4101

Hemet – West Office
1555 W. Florida Ave.
Hemet, CA 92543
(951) 766-4100

Danielle Davis
AVP | Client Service Manager
(951) 766-4130

Riverside – Corporate Office
3715 Sunnyside Dr.
Riverside, CA 92506
(951) 248-2000

Darlene Villasenor
AVP | Financial Admin Officer
(951) 248-2033

Beaumont Office
1540 E. 6th St., Suite C.
Beaumont, CA 92223
(951) 766-4100

Martha Preciado
AVP | Client Service Manager
(951) 766-4198

Anza Office
56525 Hwy. 371
Anza, CA 92539
(951) 766-4100

Claudia Garcia
VP | Client Service Manager
(951) 766-4101

San Jacinto Office
400 E. Esplanade Ave
San Jacinto, CA 92583
(951) 766-4100

Sharon Reed
VP | Client Service Manager
(951) 766-4144

The Beaumont and Hemet area branches have a cut off time of 5:00 p.m. for same day credit of deposits. Deposits made at the Beaumont ATM and Hemet area branch ATMs is 3:00 p.m. Deposits made through Remote Deposit Capture cut-off time is 8:00 p.m. The Bank will accommodate cash deposits at any time during business hours, and coin requests may be called in/emailed to the branch for same day pick up if desired.

The City would work with a local HCN Bank representative on any deposit adjustments.

Typically, with very few exceptions, Items deposited to the City of Banning's account would be processed for same day credit without an uncollected funds hold.

4.9 – Collateralization of Deposits

1. The Bank follows all Local Agency Investment Guidance under California Government Code Sections 53600-53997 and is subject to regular reporting requirements and audits of same.

2. The Bank uses United States Treasuries and Agency Investment Securities eligible under California Government Code Section 53651(a) and letters of credit issued by the Federal Home Loan Bank of San Francisco eligible under California Government Code Section 53651(p).

3. The Bank uses U.S. Bank Institutional Trust & Custody as custodian for investment securities collateral and the Federal Home Loan Bank of San Francisco as custodian for the Letter of Credit.

4. As of September 30, 2023, the Bank has $104,637,950.02 of public funds deposits and $146,224,414.50 in pledged collateral for those deposits.

5. See Exhibit #3.

6. In accordance with California Government Code Section 53652, we maintain eligible securities in securities pools.

4.10 – Account Reconciliation and Positive Pay

The Bank's local conversion team would work closely with the City to review the City's current account reconciliation process and recommend the applicable programs/reports needed to efficiently reconcile and balance accounts. The Bank will work to customize reports to accommodate the City's preferences.

Positive pay is an automated fraud detection cash management tool that is integrated in Business Online Banking. The Bank will match checks that are issued with the checks that are presented for payment. If the check information that is presented for payment does not match the check input in positive pay, the check will be presented as an exception for your review to accept or return the item. Checks that are issued can but uploaded to Positive Pay in a file or can be individually added. The file format of files uploaded to the file can be uploaded in the following txt format: Tab Delimited, Semicolon Delimited, Space Delimited, Comma Delimited.

For exception items, notification emails are sent to the client. The deadline for exception item decisions is 11:00 a.m. PST. The first notifications are sent by 8:30 a.m. and if there are still unresolved items, another reminder email will be sent at 9:30 a.m. If items are still unresolved after the deadline, we will call the City to determine if the items are okay to pay.

The Bank's Positive Pay system can detect irregularities with respect to check date, amount, and payee as long as the issued checks have been entered into the Positive Pay system.

Checks can be added to the Positive Pay system individually or by file upload. If the items are not entered into the Positive Pay system, the in-clearing item will appear as an exception item to be resolved by the customer. If the item is presented in the branch environment, and the items have not been entered into the Positive Pay system, the bank will reach out to the client to verify the issuance of the check.

Images of the exception items will be available in the Positive Pay system as well as the Business Online Banking transaction history.

Exception Reason

To maintain checks with a specific description of why the transaction is an exception, specify the Exception Reason option. Values are:

"**Issue Not On File**"	indicates the issued item that corresponds with the transaction is not on file.
"**Issue Already Reconciled**"	indicates the issued item has been previously reconciled.
"**Duplicate Item**"	indicates the transaction is the same as a previous transaction in the system.
"**Item/Issue Amount Mismatch**"	indicates the amount of the transaction and the amount of the issued item are not the same. The Issue Amount and Capture Amount display the amount discrepancies.
"**Issue Stale Dated**"	indicates the transaction falls after the issue stale dated date.
"**Matched Check Number On Stop**"	indicates the transaction check number matched an issue marked with item stop.
"**Item Void**"	indicates the issued item is an item void.
"**Exceed Amount Threshold**"	indicates the amount of the transaction is greater than the threshold amount.
"**Payee Mismatch Exception**"	indicates payee name verification does match the payee name on the check. The Issued Payee and Captured Payee are displayed indicating the originating and receiving companies for the check.

The Bank has a check truncation service – online check imaging is available for paid items and deposit slips, and additionally, the items deposited are also available.

The Bank offers the ability to initiate stop payment requests via our online banking portal. The stop payment menu provides a complete list of all stop payment features including a list of all stop payment items associated to your account, stop payment research and the ability to issue a stop payment.

Stop payments may also be initiated in person at any Bank branch or via telephone request. The stop payment is effective for two years.

A 'stale date' feature is available for monitoring outstanding checks.

Our Remote Deposit Capture system (Business eDeposit) will provide The City the ability to make daily deposits from the comfort of your office. The City will be able to deposit non-cash transactions as late as 8:00 p.m. Monday through Friday (excluding holidays) for same day credit. Checks are scanned through a high-speed desktop scanner and sent electronically through a secured line directly to our processor. Scanned deposits are electronically stored by deposit date for your future needs for up to 45 days.

With Business eDeposit, your business will benefit from:

- Faster Funds Availability
- Make Deposits Anytime
- Reduce the Risk of Check Fraud
- Save Money on Gas, Mileage and Employee Time

4.11 – Overdraft Processing

The Bank will accommodate intra-day overdraft situations as described by the City. In the event the account balance is not positive at the end of the business day, the Bank would notify the City and determine when the account is expected to be made positive.

The Bank will guarantee payment of all items even if it results in the account being temporarily overdrawn for the day.

The City would not be charged fees for intra-day overdraft situations.

There is no fee for intra-day overdraft situations. If the account is not brought current by the end of the business day which results in an overdraft situation the following day, any items presented against non-

sufficient funds would typically be paid. Each item paid is $34; however, the Bank would work with the City so that minimal fees would be assessed.

4.12 – Stop Payment Services

The Bank offers the ability to initiate stop payment requests via our online banking portal. The stop payment menu provides a complete list of all stop payment features including a list of all stop payment items associated to your account, stop payment research and the ability to issue a stop payment.

Stop payments may also be initiated in person at any Bank branch or via telephone request.

The stop payment is effective for two years.

4.14 – Electronic Storage of Documents

The Bank utilizes a very robust document management system that electronically stores reports, account statements and notices, and other essential documents. It also saves check-image files and indexes these check images based on information from posted transactions. Most of these electronic records are retained for a period of seven (7) years unless some other period is prescribed by regulations.

Periodic account statements are normally mailed. In addition, the City's authorized personnel can always download account statements and check images via the City's online banking account. Should the City prefer to receive its account statements some other way, then special arrangements can be made.

4.15 – Payment Card Services

Option 1: Keep current software solution

Keep the City's current traditional processing program that is paid for by the City. For this program, we can extend the following pricing:

Interchange (actual cost and assessments set by MC/VISA/DISCOVER/AMEX) plus 10 basis points (0.10% of your volume), $0.08 a transaction, $0.25 a batch, and $19.50 a month (per account)

Based on the figures and pricing we previously reviewed from the City in 2019, the Bank estimates the City would be saving $2,830.03 monthly or $33,960.36 annually.

Please note, if the city has negotiated better pricing or if pricing has increased since 2019, the estimated savings would increase or decrease accordingly. In addition, the pricing is subject to any integration/gateway fees from your current software partner. If the current software integrates and has the ability to pass on processing fees on to the customers, we would be able to power that on our program.

Option 2: Utilizing Teller by Can/Am Technologies

Please refer to attached brochure. If the City is experiencing pain points with the current software vendor, we partner with Teller as an alternative option. Teller allows the City to choose a "Traditional Billing Model" or opt for a "Convenience Fee Model." With the City's current method, the "Traditional Billing Model", the City is absorbing the fees for bankcard payments. If the City continues to utilize this

model, the gateway integration to Teller is $10.00 a month and $0.08 a transaction. The processing fees quoted above would apply and software fees from Teller would be discussed between Teller and the City based on the needs and services utilized.

If the City chooses the “Convenience Fee Model,” where the customers are billed a fee for using a convenient payment method, this would greatly reduce and/or virtually eliminate the City’s card processing costs.

Note (1): Part, or all, of merchant card expenses could possibly be covered through account analysis. This can be quantified in greater detail if the City provides the Bank with checking account statements for two months.

Note (2): The City may increase its revenue by charging a “Convenience Fee” for some (or all) of payments received via alternative channels (e.g. web based). This functionality would be available by converting to Teller or by confirming that your existing software has the ability.

5.2a – Statement of Understanding and Approach

People are at the heart of any successful business process and we have assembled the right team to lay a solid foundation for your banking services. Our experienced bankers will create a customized project plan that will incorporate all aspects of converting your bank account and the services that you use.

Linda Hanley, The City's Financial Service Officer, will meet with The City and discuss opening accounts, setting up bank services and scheduling training for City employees. Linda will also collect all corporate documents, verify the EIN number, and information for all signers. Linda will then meet with the Bank's Relationship Management team to communicate The City's needs and verify that account opening and service implementations will occur without any issues. Linda will also prepare Bank signature cards and personally take them to The City for endorsements. She will also place a check order on The City's behalf. The City will also have an opportunity to be introduced to the Relationship Management team via teleconference.

We will work with your staff to seamlessly convert your current banking and account services. Our Electronic Banking Officer will be there every step of the way to establish On-line Banking for the users that you designate, set up Remote Deposit Capture at the site(s) of your choosing, create/ review/revise ACH/Wire templates and implement Positive Pay.

Linda will be in constant contact with the Bank's Relationship Management team as well as The City to ensure implementation is going smoothly. At any time, The City can contact Linda directly for updates, more information or to express concerns about the implementation process.

Costs associated with the conversion to all of the new services:

- Positive Pay Set-up Fee – **fee waived** for City
- ACH Set-up Fee – **fee waived** for City
- New Checks – **fee waived** for City
- Deposit Endorsement Stamps – **fee waived** for City

The customer is normally responsible for any one-time charges or set-up fees; however, the Bank is offering The City a waiver of these costs.

The Bank will provide on-site training. The training sessions will be led by The Electronic Banking Officer (EBO). The training sessions can be one on one or group based. The EBO will cover all major functionality of our services. There can be test transactions conducted until the end-user feels comfortable enough to go live with the service. The EBO can provide a user guide and ongoing support for the service.

The organizational structure for this conversion will comprise of:

- **Needs Assessment Team**: Specialized in data collection and analysis and responsible for tailoring your conversion program to your specific requirements.
- **Implementation Team**: To handle all technical aspects of the conversion.
- **Account Management Team**: Focused on long-term relationship management.
- **Customer Service Team**: For day-to-day operational queries and support.

Implementation Plan

Methods and Controls:
We will utilize a robust risk management framework and adhere to all applicable federal, state, and local regulations.

Stakeholder Engagement:
One-on-one interviews will be conducted with City users, treasury management staff, and other key stakeholders to solicit views and document them meticulously.

Efforts for Client Satisfaction:
We will offer quarterly review meetings with City staff to ensure performance metrics and expectations are met.

Project Schedule
Duration:
Implementation Phase: 2 months
Transition Phase: 1 month

Overall Time of Completion:
3 months from the date of contract signing.

Role of City Staff
City staff will need to provide:

- Current banking statements
- Staff availability for training sessions
- Designation of approved users and assigned limits
- Data provision
- Liaising with HCN Bank for effective implementation

Conclusion
HCN Bank is uniquely positioned to deliver top-notch, customized banking services to the City of Banning. Our approach, deeply rooted in understanding the needs of public sector entities, ensures a partnership that will be both beneficial and long-lasting.

Introduction

Our mission is to foster a culture of resiliency through governance, standards, procedures, and activities to ensure Fiserv can function before, during and after disruptions.

We apply a consistent and transparent approach to reinforce confidence in our organization's resiliency posture.

Fiserv manages business continuity through its Global Business Resiliency (GBR) and Global Technology Recovery (GTR) programs, which oversee Business Resiliency and Disaster Recovery, respectively. GBR and GTR work closely with business units and corporate function partners to provide continuous service to clients, mitigate loss to Fiserv, and minimize negative impacts.

Fiserv considers key internal and external drivers when formulating its Business Continuity Management (BCM) program objectives. These drivers include changes to regulatory expectations, business and operating environments, client needs, and lessons learned.

Oversight & Governance

Fiserv's BCM program tracks business unit adherence with program requirements and reports to Fiserv senior management regularly.

The BCM Steering Committee meets at least quarterly to oversee and provide direction to the program. The Committee reports on program highlights and reviews top resiliency risks, issues, accomplishments, adherence to policy, as well as the impact of significant disruptions. It is chaired by the Global Head of GBR and includes representation from stakeholders across Fiserv.

The Executive Risk Committee determines acceptable levels of risk based on Fiserv's strategy and business objectives informed by resiliency-specific risk issues. The Executive Risk Committee receives regular reporting from GBR and GTR, determines next steps for issues requiring escalation, and reviews risk acceptance requests.

Fiserv's BCM program is subject to internal and external audit reviews, to include those conducted by state and federal regulators. The program is also subject to the legal and regulatory requirements of other countries in which Fiserv operates.

Global Business Resiliency

The Business Resiliency program at Fiserv is aimed at providing a consistent methodology and approach for recovering and restoring business processes during disruptions on a prioritized basis to minimize the impact to Fiserv's clients and operations. Each Fiserv business unit is responsible for creating and maintaining a Business Impact Analysis (BIA) to determine Recovery Time Objectives (RTO). The BIA assesses the impact of disruptions on business processes in order to determine criticality. It also identifies process interdependencies such as systems, people, third parties, and facilities. The BIA is required to be updated annually or when material changes occur.

Each Fiserv business unit is also responsible for creating and maintaining Business Resiliency Plans (BRP) to enable quick and accurate resumption of the business Processes to meet their Process RTOs. BRPs consider recovery and resumption of business processes in response to a broad range of disruptive events, including personnel unavailability, loss of facilities, technology, and third parties. BRPs consider the impact of various risks such as natural disasters, utility outages, social/political instability, and public health emergencies such as pandemics. These plans include recovery strategies that can sustain business activities, key personnel, and tasks. The BRP is required to be updated annually or when material changes occur.

Fiserv business units conduct annual exercises to verify processes are recoverable within the RTO. BRP exercises are intended to verify the effectiveness of the recovery strategies and the tasks and teams included in the plan. They also help train business unit personnel on their tasks and responsibilities, and identify areas that require amendments to the plan. Actual disruptive events that required BRP invocation may be documented and submitted in place of an exercise. All exercises are documented to demonstrate results and completion status. Any issues or gaps identified are documented in the firm's issue management tool and are tracked through resolution.

Global Technology Recovery

The Disaster Recovery program at Fiserv is aimed at providing consistent methodology and approach for recovering and restoring technology and information assets that support continuity of business processes during disruptions on a prioritized basis, and at minimal impact to Fiserv's clients and operations.

Fiserv maintains Disaster Recovery Plans (DRP), which include recovery procedures, key personnel, components, and applications that are necessary to minimize the impact to vital business processes following a disruption. DRPs are required to be updated annually or when material changes occur.

The Disaster Recovery program conducts testing on an annual basis to help verify the performance or reliability of application recovery, using quantifiable metrics to validate the operability of an IT system or system component. Disaster Recovery testing activities incorporate testing against plausible scenarios informed by location-based risk assessments that consider a wide range of physical and technology disruption scenarios. These exercises are intended to validate that the recovery solution is sufficient to meet internal business or external client needs; as well as validate that the DRP is sufficiently documented and that the Recovery Time Capability and Recovery Point Capability meet the defined Recovery Objectives. Disaster Recovery Testing confirms Fiserv is prepared for any unplanned disruption to its products/services. Any issues or gaps identified are documented in the firm's issue management tool and are tracked through resolution.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, HCN 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 HCN without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. HCN shall perform the following tasks ("Tasks") at the billing rates stated in Exhibit C-1.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate HCN 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"
HCN'S BILLING RATE AND TASK SCHEDULE

HCN BANK
EST 1974

Pricing Proposal

ACH Origination Services	Standard Fees	City of Banning Fees
Set-up (one time)	$100.00	Waived
Monthly Maintenance	$35.00	$25.00
Transaction Fee (per item)	$0.12	$0.12
Return Item (per item)	$5.00	Waived
Notice of Change (per item)	$3.00	Waived
Business Analysis Activity Charges	**Fees**	
Account Maintenance (monthly)	$15.00	$10.00
Checks Deposited On-Us (each)	$0.08	$0.08
Checks Deposited Transit (each)	$0.10	$0.10
Checks Paid Against Account (each)	$0.15	$0.15
Coin Deposited/Furnished-rolled (per $100)	$0.10	$0.10
Coin Deposited (per bag)	$5.00	$5.00
Currency Furnished/Deposited (per $1,000)	$1.20	$1.20
Deposits Processed (each)	$1.25	$1.25
Positive Pay	**Fees**	
Monthly Maintenance	$39.00	Waived
Returned Check (each)	$5.00	Waived
Wire Transfer	**Fees**	
Incoming (each)	$10.00	$10.00
Outgoing-Domestic (each)	$25.00	$15.00
Remote Deposit Capture	**Fees**	
Large Scanner Monthly Maintenance	$50.00	Waived
E-Deposits Processed (each)	$1.00	$1.00
Earnings Credit Rate		**Rate**
ECR on Analysis Accounts		4.00%

Earnings Allowance

• HCN Bank will apply an Earnings Credit Rate (ECR) calculation on non-interest-bearing account balances for the purpose of off-setting bank service fees.

- Based on our initial analysis, we believe the City of Banning's earnings allowance will cover all fees incurred.
- HCN Bank does not have 'nickel-and-dime' fees often assessed by other banks on analysis accounts.

Hemet • San Jacinto • Riverside • Beaumont • Anza
3715 Sunnyside Drive • Riverside, California 92506 • (951) 248-2000

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. HCN shall perform all Services timely, and deliver the specified tangible work products to City.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Consideration of Resolution 2023-195, Approving an Amendment to the Fire Services Contract with Riverside County**

RECOMMENDATION:

Adopt Resolution 2023-195.

BACKGROUND:

At the September 12, 2023 Meeting, the City Council held a Public Hearing and Adopted an Amendment to the Codified State Fire Code to authorize the City to conduct Annual Business Fire Inspections. At the October 17, 2023 Budget & Finance Committee Meeting, the proposed Fee Schedule was reviewed and recommended to the City Council for approval.

The City contracts for one full-time equivalent (FTE) Fire Safety Specialist, which is currently a vacant position but is being back-filled by an Assistant Fire Marshal while a recruitment is underway. This single staff member is responsible for all fire safety related matters in the City and essentially serves as the "Banning Fire Marshal". As the City grows, the need for additional staffing becomes ever more critical. An increase in fire prevention staff will provide the opportunity for the City to provide inspection-related services to businesses on an annual basis, that is not being conducted at this time.
Each year, the Banning Fire Marshal conducts "state-mandated" fire safety inspections on select business, as specified by law. These land uses include "Residential Care Facilities" (e.g., Congregate and Residential Care Facilities, Transitional Living Facilities, Nursing Homes), "Schools", "Hospitals", and "Apartment Buildings", to name a few. The majority of City businesses do not receive an annual inspection, although it is a prudent measure and has only been deferred due to limited staffing resources.

The Amendment to the County Fire Services Contract will add one (1) full-time Assistant Fire Marshal to the existing Fire Safety Specialist position. By utilizing two (2) FTEs, the City is able to conduct annual inspections of all qualified businesses within the City, a measure that will aide in code compliance and support the reduction of vacant and distressed buildings and businesses within the City.

JUSTIFICATION:

The Fire Code Amendments will allow the regular and routine inspection of qualified businesses and business operations within the City. Creating the annual inspection program will positively contribute to the protection of life and property within the City. In order to complete the program implementation, adoption of a Fee Schedule by the City Council at a later date will be needed to ensure compliance with the Council's policy of total cost recovery related to development and business related activities.

FISCAL IMPACT:

Staff anticipates an increase in revenue generated from additional inspections being performed and a greater capture of expenses through the updated Fee Schedule.

ALTERNATIVES:

1. Do not adopt Resolution 2023-195 and provide feedback to staff.
2. Refer this item to the next Budget & Finance Committee meeting agenda.

ATTACHMENTS:

1. Resolution 2023-195, Fire Services Contract.docx
2. Exhibit A - Fire Services Contract Amendment No. 1.docx

RESOLUTION 2023-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING

WHEREAS, the City of Banning and the County of Riverside have entered into A Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Banning ("Agreement") dated June 22, 2021; and

WHEREAS, the City desires to amend the Agreement by increasing the staffing levels provided by the County under the Agreement to include an Assistant Fire Marshal; and

WHEREAS, the City intends to adopt fees a future date to support the proposed increased staffing levels.

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

SECTION 1. The City Council hereby approves Amendment No. 1 to the Agreement, attached hereto as Exhibit A, and authorizes the City Manager to execute Amendment No. 1 on behalf of the City Council.

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 the certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-195, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Amendment No. 1 to Fire Services Contract with Riverside County

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING

THIS AMENDMENT NO. 1 to that certain Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Banning dated June 22, 2021 ("Agreement"), is made and entered into this 12th day of December, 2023, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning, a duly created city (hereinafter referred to as "CITY"). And hereinafter may collectively be referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the CITY, individually pursuant to that the Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the CITY.

B. The CITY desires to increase staffing under the Agreement through the addition of an Assistant Fire Marshal.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1, the Parties mutually agree follows:

SECTION II: TERM

The term of the Agreement is hereby extended to June 30, 2025 and shall be subject to the Parties' approval of extensions thereafter. The Parties will work together to determine the need for an extension of the Agreement prior to the start of the FY 2025/26 budget process.

SECTION III. INDEMNIFICATION

The indemnification provisions as provided in the Agreement shall apply to this Amendment No. 1.

SECTION IV: DELIVERY OF NOTICES

All notices permitted or required under the Agreement shall be given to the respective Parties at the following address, or at such other addresses as the

respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE	CITY OF BANNING
County Fire Chief	City Manager
210 W. San Jacinto Ave.	99 E. Ramsey
San Jacinto, CA 92570	Banning, CA 92220

Any notice required to be given under the Agreement to either Party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII. GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Amendment No. 1, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to the Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Amendment No. 1 is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Amendment No. 1 shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Amendment No. 1 shall not be construed as in any manner changing the terms hereof, or estopping the CITY or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Amendment No. 1 is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Amendment No. 1 on behalf of the County of Riverside.

2. The CITIY's City Manager shall administer this Amendment No. 1 on behalf of its own City.

F. ENTIRE AGREEMENT

This Amendment No. 1 is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect.

G. COUNTERPART AND ELECTRONIC SIGNATURES

This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original. 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 Amendment No. 1 and such other documents transmitted by the Parties.

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF BANNING

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

COUNTY OF RIVERSIDE

Chairperson,
Board of Supervisors

ATTEST:

APPROVED AS TO FORM AND LEGAL CONTENT:

(SEAL)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**December 12, 2023**
SUBJECT:	**Update to the City Council on Potential Grants for the Repplier Park Playhouse Bowl Improvements**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Playhouse Bowl Amphitheater in Repplier Park is an amazing gem and has a long and storied history in Banning. The amphitheater is home to one of Banning Signature Events, the Evening Concert Series held in August each year. The concert series began in 1952 and has run for over 70 years. The series has an annual compliment of four or five Thursday night concerts with up to 2,000 people in attendance for each concert. Many of the attendees are from neighboring cities. Additionally, the amphitheater hosts many private functions from birthday parties, music events and a number of religious fellowship outreach events each year. The Playhouse Bowl has also held numerous school activities such as graduations, end of year parties and events offered by non-profits for the Community. Lastly, the Playhouse Bowl Building and Amphitheater holds a number of ongoing Parks and Recreation programs and events such as a preschool program, our annual summer day camp program and events such as our annual Hispanic Heritage Celebration.

The 2022 Hispanic Heritage event took place from 11:00 am to 3pm in late September. The temperatures were very warm that day and although there are trees that surround the amphitheater, the amphitheater seating area and stage have almost no protection from the sun. During the event there were hundreds of attendees who gathered off to the side of the Playhouse Bowl under trees to avoid the high temperatures and sun. Mayor Alberto Sanchez attended the event and has met with staff to discuss potential improvement ideas and led to a request to add this item to the Agenda.

The Parks and Recreation Commission is in the process of creating a capital improvement plan for the Parks System including the Playhouse Bowl Amphitheater and has met with members of the Playhouse Bowl Association to discuss desired improvements. As the Capital Improvement Plan is completed an approved, the hope is to start to have conceptual plans or shovel ready projects in place when funding is secured.

Some of the improvement ideas are smaller and within the scope of general park and facility maintenance and the park's staff have made some improvements and will make additional improvements over the next year such as:

- Stage improvements; small concrete work, re-coating the stage itself
- Removal of rock amenities on either side of the stage
- Repairs of concrete in seating area disturbed by root growth

- Painting the interior of the Playhouse Bowl Building.

Some larger improvements such as lighting improvements such as up-lighting in walkways, perimeter lighting around seating area, and replacement of bleacher lighting. The Banning Electric Utility installed string lighting around the perimeter prior to the 2023 August Concert Series and they were an amazing addition and the Electric Utility has been assisting with a consultant to look at options for up-lighting as well as bleacher lighting.

Lastly, there are a number of larger improvements that are still being discussed and require significant funding. Some of those improvements include:

- The installation of shade over seating area and stage;
- Replacement of the existing bathrooms and or installation of additional restroom facilities;
- Electrical upgrades for seamless band and equipment tie ins
- Playhouse Bowl Building redesign and expansion.

In 2009 the City had conceptual drawings made of potential Playhouse Bowl expansion and improvements but it was determined that the cost of the design options was prohibitive and did not go forward.

POTENTIAL GRANT OPPORTUNITIES

Staff continually looks at grant opportunities for park system improvements and has worked with our Grant Program Manager for potential grants for Playhouse Bowl Improvements.

Below is a list of potential funding sources that the Parks and Recreation Department is looking at for Playhouse Bowl Improvements that staff is investigating. This list is not inclusive of all opportunities but shows diverse opportunity directions:

Land and Water Conservation Fund and CNRA Urban Greening have funded shade structures and amphitheater projects in the past but, in combination with other amenities/upgrades. The Department has just submitted a grant application for the CRNA Urban Greening for improvements to Repplier Park that would include the installation of shade over both the Playhouse Bowl Stage and Amphitheater seating Area.

Statewide Parks Program is delayed until 2025. Statewide Park Program (SPP) The SPP is a California State Grant that can be used to improve existing as well as add Park Facilities.

The American Academy of Dermatology, shade structure grant maximum is $8,000. https://www.aad.org/public/public-health/shade-structure-grants

Arts endowments and Foundations – One open opportunity is the National Endowment for the Arts - Our Town program will not pay for construction/renovations but, will pay for community-based planning and design of a new or remodeled facility ($25-50K grant with equal match required. https://www.arts.gov/grants/our-town
2023/24 PTG Shade Structure Program – open to 501c3 non-profits and schools. Applications due 12/31. https://qgi1wzfn.paperform.co/

Non-Profit and Family Foundations – One option we found was the Levitt Foundation “We partner with communities to activate underused outdoor spaces creating welcoming inclusive destinations where the power of free live music brings people together and invigorates community life.” Levitt.org Not currently open, but a possible option in the future.

Potential Corporate Giving and Grant programs – Numerous multi-national and National corporations offer Community funding options. Two examples are: T-Mobile Hometown Grant Program – Has a maximum award of $50,000 https://www.t-mobile.com/brand/hometown-grants Current application

window deadline 12/31/23. Grant has 3 or 4 annual application windows Wells Fargo Community Giving – https://www.wellsfargo.com/about/corporate-responsibility/community-giving/

Potential Corporate Sponsorship – Naming rights for the amphitheater or the amenities could secure both one-time and ongoing funding options.

These are a few of the potential funding sources that staff is investigating. There are new funding opportunities available on a consistent basis and staff receives numerous grant opportunity reports each month and is always looking for potential grants for Park System improvements.

JUSTIFICATION:

The Playhouse Bowl Amphitheater is an amazing amenity for the City of Banning that is not used to its full potential. Staff has met with local artists about the potential for a annual jazz festival, a summer and seasonal theater program has been discussed as well as numerous small scale garage and battle of the band type of events are in the pipeline. Improvements to the Playhouse Bowl will benefit the community with the addition of varied cultural events and programs and can provide significant economic benefit to Banning.

FISCAL IMPACT:

There is no Fiscal Impact Associated with this item.

ALTERNATIVES:

Not applicable.

ATTACHMENTS:

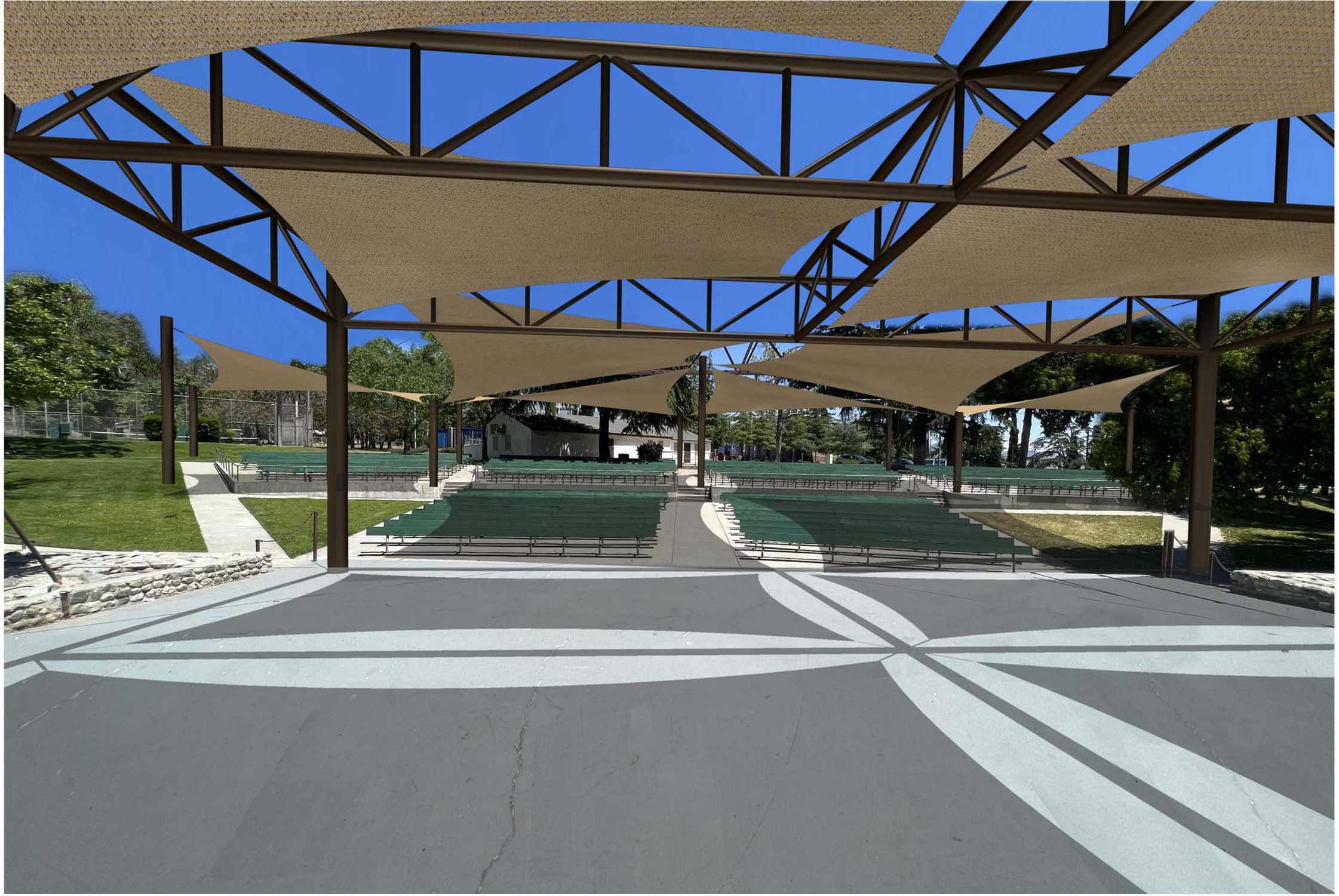
1. Conceptual Playhouse Bowl Stage and Seating shade - July 2023.pdf
2. Concept Design Playhouse Bowl -2009.pdf

City of Banning Amphitheater

con-jul-057-20 by: AZR 07.05.23

1080

USASHADE

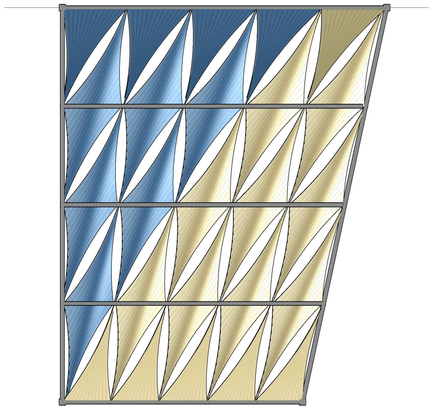


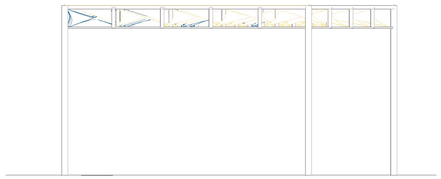
City of Banning Amphitheater

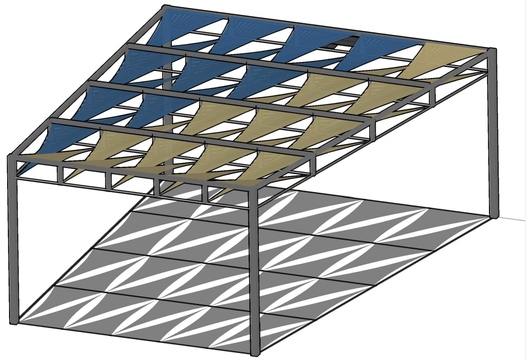
con-jul-057-20 by: AZR 07.05.23

1081

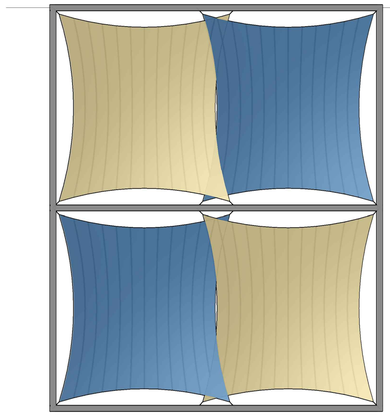
USASHADE®

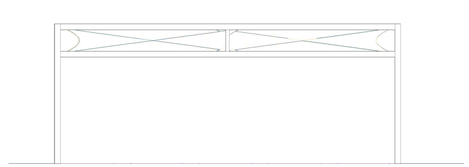


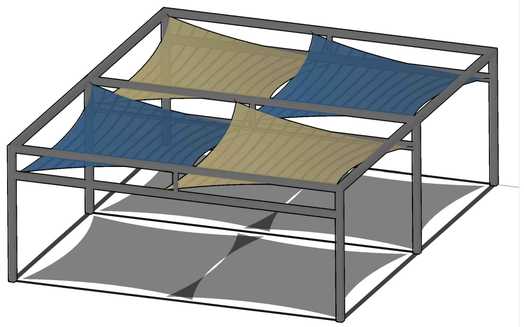




INSPIRATION







INSPIRATION

NOTES:
-THESE DRAWINGS ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.
-ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.



PROPOSED PLAN VIEW

TRUE NORTH

CUSTOMER:
CITY OF BANNING

PROJECT NAME:
REPPLIER PARK AMPHITHEATER

LOCATION:
201 W GEORGE ST.
BANNING, CA 92220

STRUCTURE TYPE:
SAILS WITH FRAME

SIZE:
VARIES

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE & FABRIC STRUCTURES AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

USASHADE & Fabric Structures®
CORPORATE HEADQUARTERS
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER CERTIFICATION NUMBER (NEVADA): 355

REV	DESCRIPTION	DATE	DRW	CHK	ENG

Drawn By :	AZR	07/29/20
Checked By :	AZR	07/29/20
Approved By :	AZR	07/29/20

DRAWING DESCRIPTION:
OPTION 1

DWG.
CON-JUL-057-20

PAGE
1001

REV.

REPPLIER PARK PLAYHOUSE BOWL

BANNING, CALIFORNIA

OCTOBER 2, 2009



CONCEPT DESIGN

WILSON ASSOCIATES
LANDSCAPE ARCHITECTS
11262 Warmington St.
Riverside, CA 92503
951-353-2436 Fax 951-353-1103
scott@wilsonassocs.com
tim@wilsonassocs.com

Williams Architects, Inc.
276 North 2nd Avenue
Upland, California 91786
Phone: 909.981.5188 Fax: 909.981.7207
Email: waioffice@keyway.net

PRINTS ISSUED

NO.	BY	DATE	DESCRIPTION

REVISIONS

COPYRIGHT NOTICE

CONSULTANT

Williams Architects, Inc.
Architect: Mae E. Williams, AIA, AICP (C-8408)
276 North Second Avenue
Upland, California 91786-6002
909-981-5188 Fax 909-981-7207
waioffice@keyway.net

PROJECT
REPPLIER PARK PLAYHOUSE BOWL
BANNING, CA

OWNER
CITY OF BANNING
99 E. RAMSEY ST.
BANNING CA, 92220

DRAWING CONTENTS
COVER SHEET

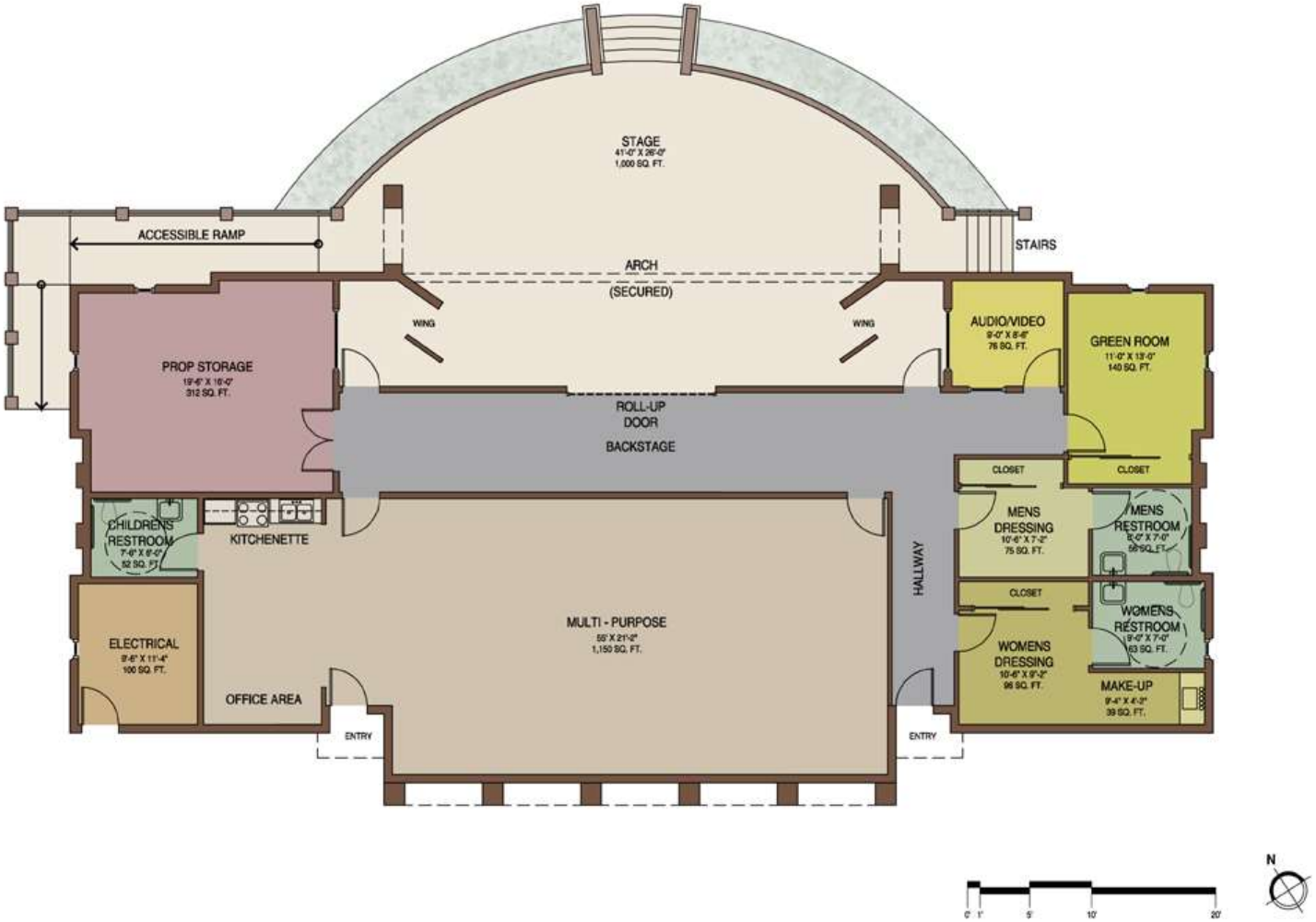
DRAWN BY
DATE 10-2-09
CHECKED BY
DATE
JOB NO. 148-001-01-09
DRAWING NUMBER T
OF DRAWINGS



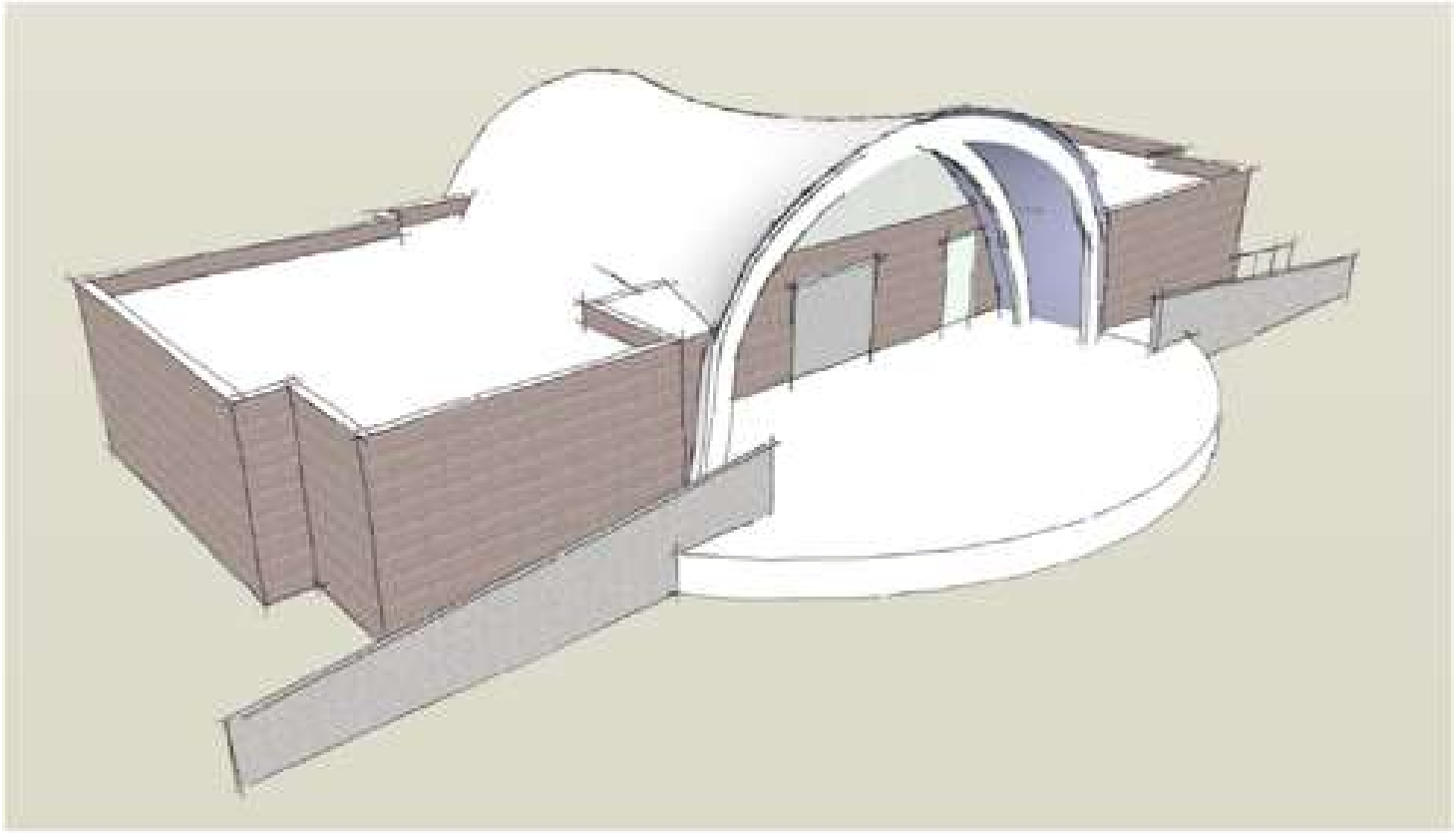
Conceptual Site Plan



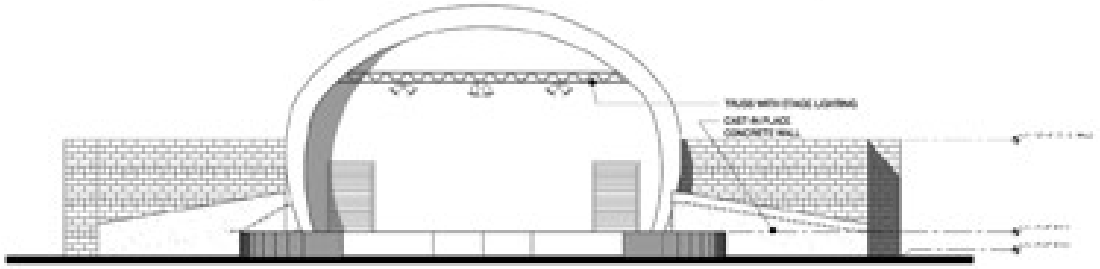
Site Perspective View



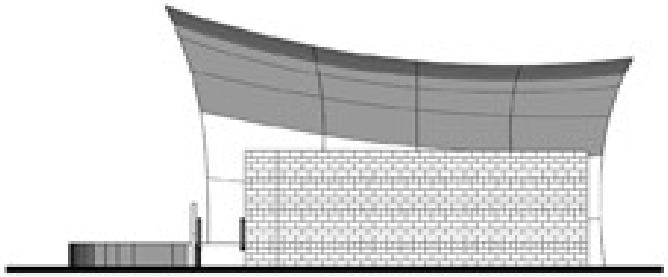
Concept Floor Plan



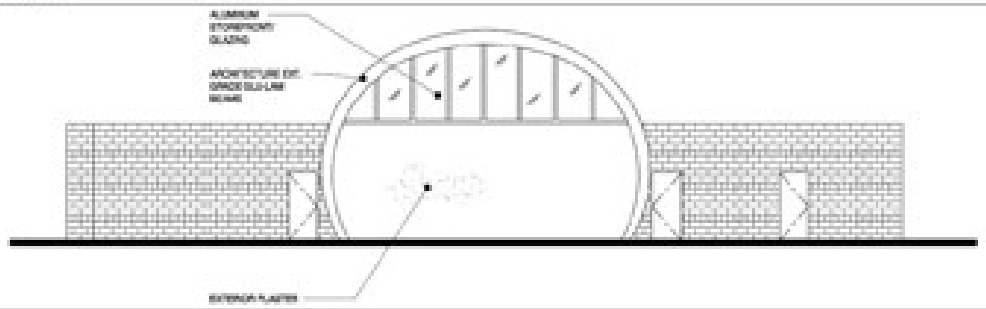
Concept 1



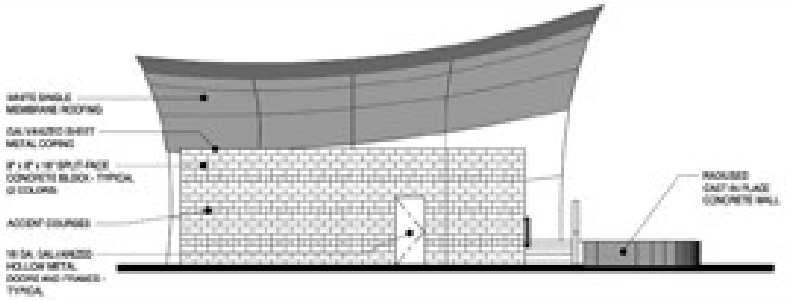
NORTH ELEVATION 1/8"=1'-0" 3



WEST ELEVATION 1/8"=1'-0" 4



SOUTH ELEVATION 1/8"=1'-0" 5

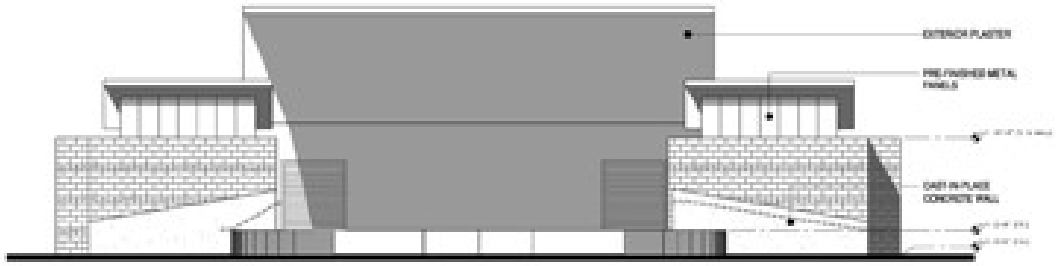


EAST ELEVATION 1/8"=1'-0" 6

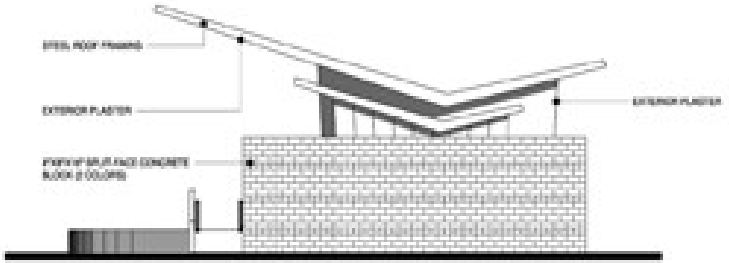
Concept 1 1088



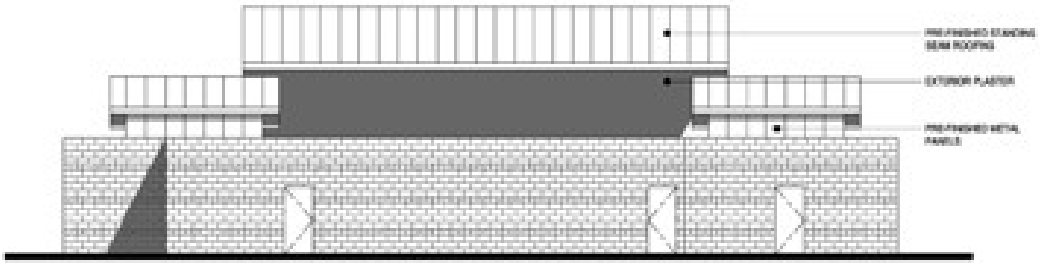
Concept 2



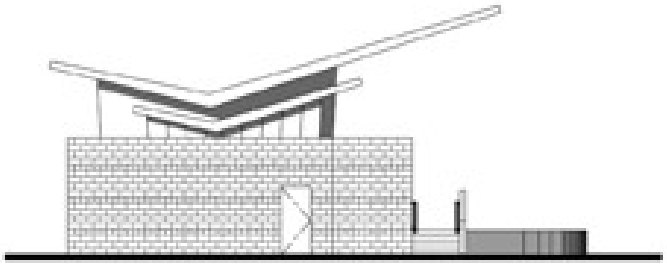
NORTH ELEVATION 3/4"=1'-0"



WEST ELEVATION 3/4"=1'-0"



SOUTH ELEVATION 3/4"=1'-0"

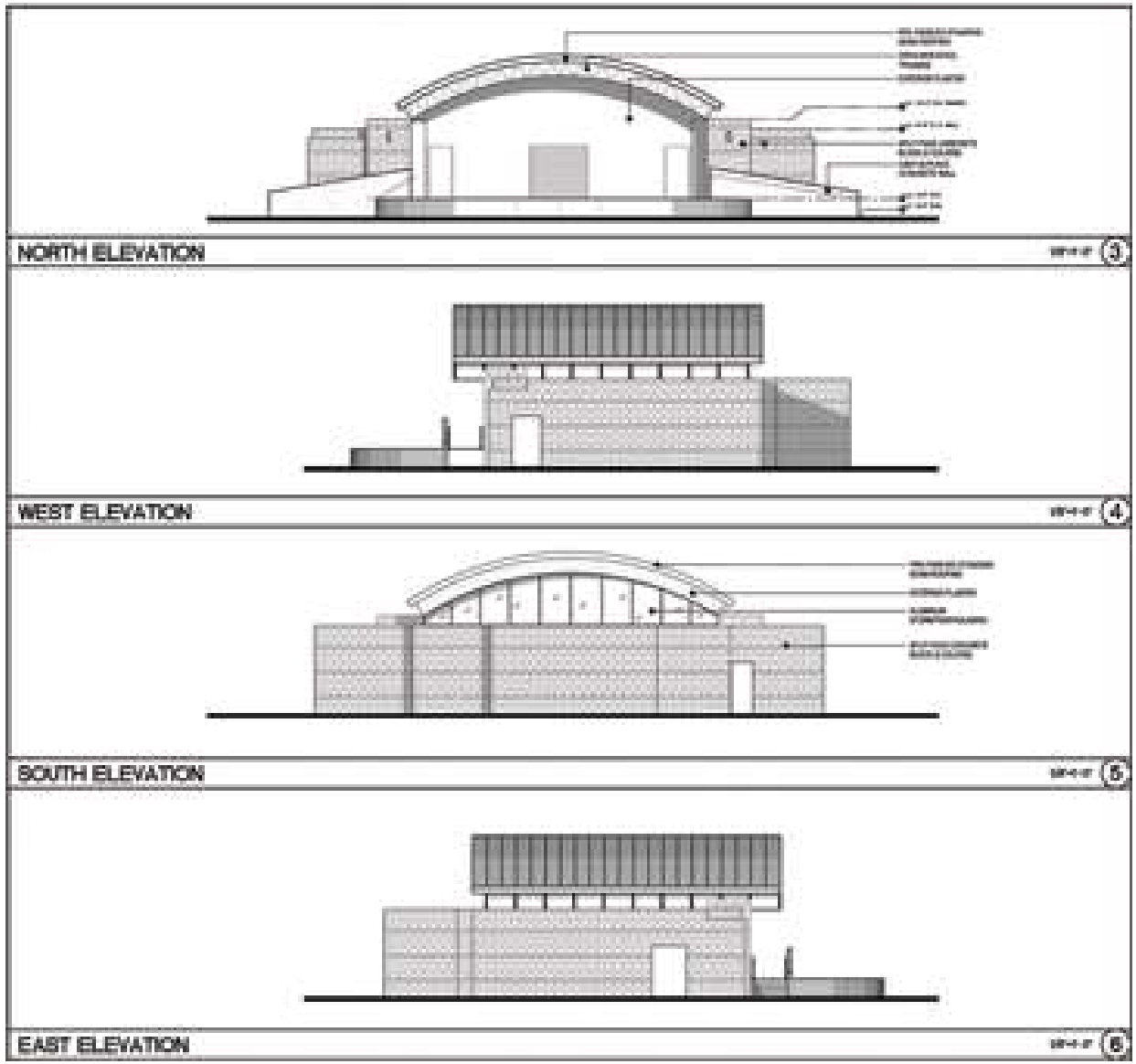


EAST ELEVATION 3/4"=1'-0"

Concept 2



Concept 3


NORTH ELEVATION
3
WEST ELEVATION
4
SOUTH ELEVATION
5
EAST ELEVATION
6

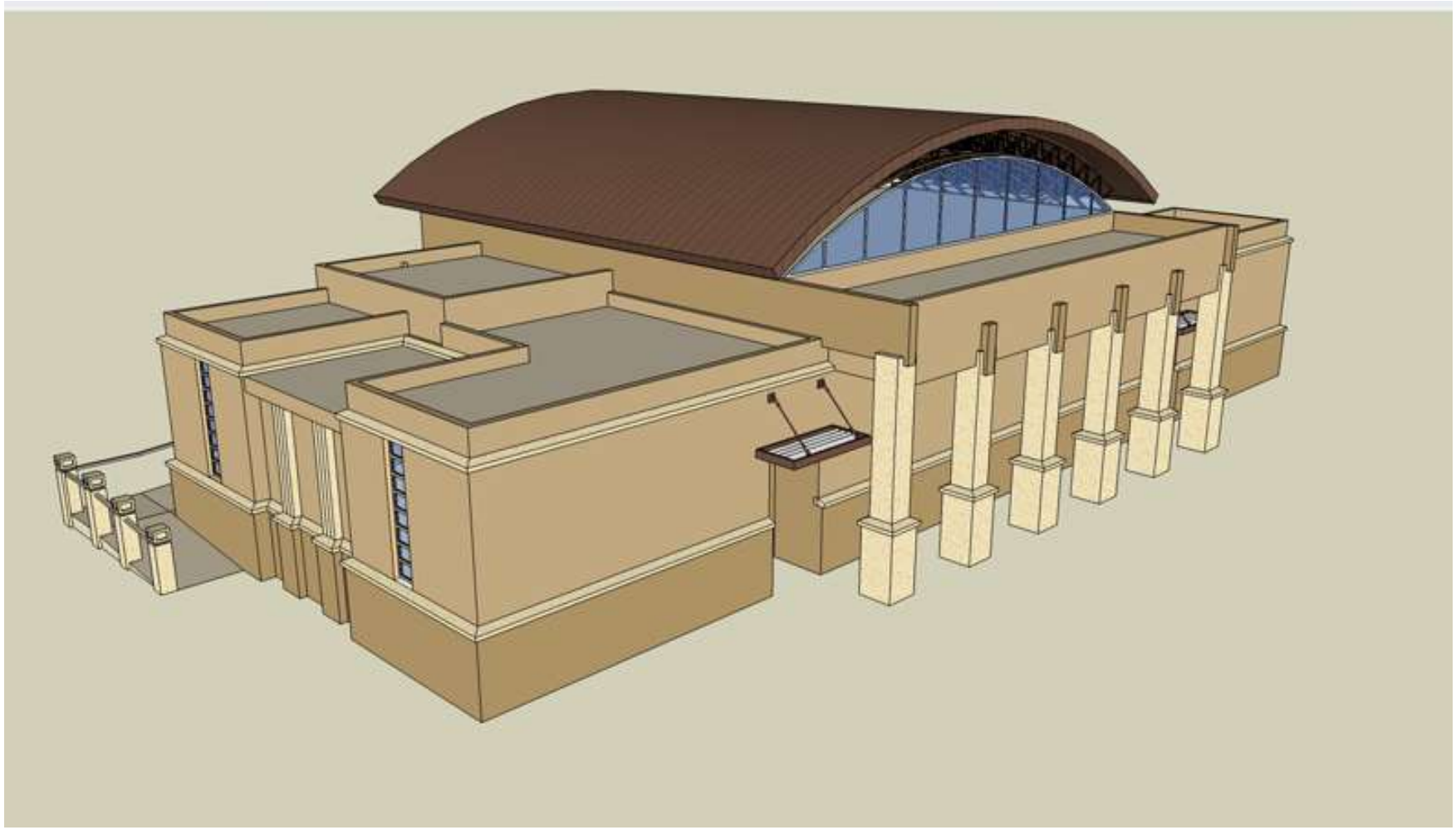
Concept 3



Concept 3 Perspective View



Concept 3 Perspective View



Concept 3 Perspective View



Concept 3 Perspective View