AGENDA

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

January 9, 2024
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 Nate Rodriguez of Infinite Center

1.2. PLEDGE OF ALLEGIANCE

1.3. ROLL CALL

2. AGENDA APPROVAL

2.0. AGENDA APPROVAL

3. PRESENTATION(S)

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

City Council Committee Assignments for 2024
Recommendation: Discuss and assign Council Members to serve on various committees to represent the City of Banning in the 2024 calendar year.

Appoint Two City Council Members to an Ad-Hoc Committee to Review and Recommend 2024-

2029 5 Year Consolidated Plan
Recommendation: Staff requests the City Council appoint a committee consisting of two members from the City Council and the Economic Development Manager, to review and recommend the 2024-2029 Public Participation Plan and HUD-CPD five-year funding priorities.

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 December 12, 2023 City Council Meetings
Recommendation: Approve the minutes of the December 12, 2023 City Council Meetings.

6.2 Accounts Payable and Payroll Warrants Issued in the Month of November 30, 2023
Recommendation: Review and ratify the warrants for period ending November 30, 2023, per California Government Code Section 37208.

6.3 Receive and File Cash, Investments and Reserve Report for the Month of November 2023
Recommendation: That City Council receive and file Cash, Investment and Reserve Report for November 2023 on this day, January 9, 2024, in accordance with California Government Code 53646.

6.4 Receive and File Police Department Statistics for the Month of November 2023
Recommendation: Receive and file Police Department statistics for the month of November 2023.

6.5 Receive and File Fire Protection Services Statistics for the Month of November 2023
Recommendation: Receive and file Fire Department statistics for the month of November 2023.

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

6.7 Receive and File Code Enforcement Update and Statistics for the Month of September and October 2023
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 2024-01 UA, Authorizing the Purchase of a 2025 Ford F-750 Regular Cab Chassis with a 2,000 Gallon Water Tank for a Total Cost of $180,593.96
Recommendation: Adopt Resolution 2024-01 UA:
1. Authorizing the Purchase of a 2025 Ford F-750 Regular Cab Chassis with a 2000 Gallon Water Tank ("2025 Ford Water Truck") for a total cost of $180,593.96.

2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations, transfers, execute the necessary documents for the purchase of the 2025 Ford F-750 water truck.

6.10 Consideration of Resolution 2024-02 UA, Approving an Agreement for Three Years with Cla-Val in the Amount of a $361,259 for the Maintenance and Repairs of the City's Cla-Val Water Valves

Recommendation: Staff recommends that City Council adopt Resolution 2024-02 UA, approving an agreement for three years with Cla-Val in the Amount of a $361,259 for the maintenance and repairs of the City's Cla-Val Water Valves.

6.11 Consideration of Resolution 2024-03, Approval of the Synergy Professional Services Agreement for Energy Efficiency Programs through a Task Order with the Southern California Public Power Authority (SCPPA)

Recommendation: Adopt Resolution 2024-03:

1. Approving the energy efficiency program professional service agreement with Synergy through Southern California Public Power Authority (SCPPA) for an amount not to exceed $600,000 over three fiscal years and authorize the City Manager or his designee to execute all necessary agreements.
2. Authorizing the City Manager, or their designee to make necessary bucket adjustments, appropriations, and transfers related to this resolution.

6.12 Consideration of Resolution 2024-04, 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 2024-04, 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.

6.13 Consideration of Resolution 2024-06, Approval of Itron Software-as-a-Service Product

Recommendation: Adopt Resolution 2024-06 approving the annual maintenance Software as a Service agreement for the Itron agreement in the not-to-exceed amount of $39,630 per year for a total of two years.

6.14 Consideration of Resolution 2024-07, Consolidating Agreements Under Public Works Department for Fire and Intrusion Alarm Monitoring, Maintenance and Repair Services in the Amount of $107,100 for a 5-Year Term and Terminate Existing Duplicate Monitoring Services Agreements

Recommendation: Staff recommends that City Council adopt Resolution 2024-07:

1. Award an agreement for Fire and Intrusion Alarm Monitoring, Maintenance and Repair Services for City Facilities for a 5-year period with Vision Security Systems in the amount of $107,100 for a 5-year term and terminate existing duplicate monitoring services agreements.
2. Authorize the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the agreement with Vision Security Systems.
3. Authorize the City Manager or designee to execute the Agreement with Vision Security Systems as to form approved by the City Attorney Office.

6.15 Consideration of Resolution 2024-08, Approving Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California for an Additional $450,000 for Plan Check, Inspections and Related Administrative Services

Recommendation: Staff recommends that the City Council adopt Resolution 2024-08:

1. Approving Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California (ERSC) for an additional $450,000 for plan check,

inspections and related administrative services.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with ERSC.
3. Authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with ERSC.

6.16 Consideration of Resolution 2024-10, Approving an Order Form and Terms and Conditions with Streamlink Software, Inc., dba AmpliFund, for a Software-as-a-Service Grant Management Platform.
Recommendation: Adopt Resolution 2024-10.

6.17 Consideration of Resolution 2024-11, Authorizing the City Manager to Enter into Lease Agreements with Haskell Real Estate for Homeless Transitional Housing
Recommendation: A motion to approve Resolution 2024-11, authorizing the City Manager to enter into three (3) lease agreements with Haskell Real Estate for homeless transitional housing.

7. PUBLIC HEARING(S)

7.1 Consideration of Resolution 2024-05, Vacating Malki Road between Martin Road and Sullivan Road.
Recommendation: Staff recommends that City Council adopt Resolution 2024-05, vacating Malki Road between Martin Road and Sullivan Road.

7.2 Consideration of Resolution 2024-12, Making a Determination that a Negative Declaration was Adopted for the Project and no Subsequent Environmental Document Shall Be Prepared, Approval of General Plan Amendment (GPA) 23-2502, and Approval of the 6th Cycle RHINA Housing Element Update
Recommendation: Adopt Resolution 2024-12, making findings that the Project is consistent with a previously adopted Negative Declaration and pursuant to Section 15162 of the California Environmental Quality Act, no further action is required; and approve General Plan Amendment 23-2502, readopting the 6th Cycle Housing Element Update for the 2021-2029 planning period.

7.3 Consideration of Resolution 2024-14, Approval of Cost of Services Study and the Proposed Amendment to the City of Banning City-wide Master User Fee Schedule for the following City Departments and Fee Groups: Fire
Recommendation: 1.Waive full reading and introduce, as read by title only, Ordinance 1599, An Ordinance of the City of Banning, California, Amending Table B (Public Safety Services) of Section 3.36.080 (Schedule of Fees and Service Charges) of Chapter 3.36 (Fee and Service Charge Revenue/Cost Comparison) of Title 3 (Revenue and Finance) of the Banning Municipal Code to Add References to Fees and Charges for Fire Inspections of Existing Businesses and Operational Fire Permits, and Making a Determination of Exemption from the California Environmental Quality Act, and

2. Adopt Resolution 2024-14 approving the Proposed Amendments to the Master User Fee Schedule to Establish Fees and Charges for the Annual Fire Inspections, Operational Permits, Fire Safety Permit Inspections, and Plan Check Review Services.

8. REPORT(S) OF OFFICERS

8.1 Consideration of Resolution 2024-01 and Resolution 2024-02, Calling a Special Election and Presenting Other Viable Options to Fill the District 4 Vacancy on the City Council
Recommendation: Discuss and decide how to fill the City Council District 4 Vacancy by

either appointment or special election and, if by appointment, provide direction to staff concerning a process for filling the vacancy by appointment, or if by special election, adopt either Resolution 2024-01 (November 5, 2024 Election Date) or Resolution 2024-02 (May 7, 2024 All Mail-In Ballot Election Date).

8.2 Consideration and Introduction of Ordinance 1597, An Ordinance of the City of Banning, California, Establishing Regulations Governing the Possession of Catalytic Converters, and Amending Title 9 of the Banning Municipal Code.
Recommendation: A motion waiving full reading and introducing, as read by title only, Ordinance 1597, establishing regulations governing the possession of catalytic converters, and amending Title 9 of the Banning Municipal Code.

8.3 Consideration of Resolution 2024-09, Approving a Three (3) Year Master Services Agreement with IGM Technology Corp. for Software Services Platform Modules (SaaS): IGM Gravity Budgeting, Reporting, Transparency, Business Intelligence, Annual Comprehensive Financial Report, Popular Annual Financial Report, Monthly/Quarterly Reporting, ADA Compliance, and Pension and Other Post Employment Benefits Disclosures with a Not-To-Exceed Amount of $170,558 After a $30,000 Discount
Recommendation: Adopt Resolution 2024-09:
1.Approving a Three (3) year Master Services Agreement with IGM Technology Corp. for Software Services Platform Modules (SaaS): IGM Gravity Budgeting, Reporting, Transparency, Business Intelligence, Annual Comprehensive Financial Report, Popular Annual Financial Report, Monthly/Quarterly Reporting, ADA Compliance, and Pension and Other Post Employment Benefits Disclosures with a Not-To-Exceed Amount of $170,558 After a $30,000 Discount.
2. Authorizing the City Manager to sign the agreement, make non-substantive changes to contract language.
3. Authorizing the City Clerk certify the adoption of this resolution and cause a certified resolution to be filed in the book of original resolutions.

8.4 Consideration of Payment to GHJ Advisors for an Additional $53,000 for Phase 2 and Newly Requested Phase 3 Forensic Investigation Services into the Electric Enterprise for a Total Not-to-Exceed Amount of $153,000
Recommendation: Approve by Minute Order the payment to GHJ Advisors an additional $53,000 for additional Phase 2 and newly requested Phase 3 Forensic Investigation services into the Electric Enterprise for a total not-to-exceed amount of $153,000.

8.5 Consideration of Resolution 2024-15, Issuing a Waiver of Development Review Fees, requested by Habitat for Humanity, for a Tentative Parcel Merger/Lot Line Adjustment (TPM/LLA) on three parcels located at the southwest corner of 8th Street and Wilson St., in the City of Banning, CA
Recommendation: Adopt Resolution 2024-15, authorizing a waiver of fees in an amount not to exceed $9,000 for Habitat-for-Humanity of the San Gorgonio Pass, associated with the processing of a Tentative Parcel Merger/Lot Line Adjustment (TPM/LLA) on three parcels located at the southwest corner of 8th Street and Wilson St., in the City of Banning, CA (APNs: 540-033-045; -046; 047).

8.6 Consideration of Modifying the City of Banning's Public Hearing Notice Requirements for Development Applications
Recommendation: Discuss and Consider Modifications to the City of Banning's Public Hearing Notice Requirements for Development Applications, as specified by Chapter 17.68, and Provide Direction to the Community Development Director.

8.7 Consideration and Introduction of Ordinance 1598, Adding a New Chapter 1.32 to Title 1 of the Banning Municipal Code and Amending Other Sections of the Banning Municipal Code to

Create and Implement a Comprehensive Cost Recovery Program for All Nuisance Abatement Actions, and Making a Determination of Exemption under CEQA
Recommendation: Waive full reading and introduce, as read by title only, Ordinance 1598. An Ordinance of the City of Banning, California, Adding a New Chapter 1.32 to Title 1 of the Banning Municipal Code and Amending Other Sections of the Banning Municipal Code to Create and Implement a Comprehensive Cost Recovery Program for All Nuisance Abatement Actions.

9. DISCUSSION ITEM(S)

9.1 Discussion of Policy to Prohibit Use of Personal Cell Phones on Dais During Meetings.
Recommendation: A motion directing the City Manager to prepare a policy prohibiting the use of personal cell phones on the dais during public meetings.

9.2 Animal Shelter and Animal Control Services
Recommendation: Direct City Manager to provide A.R.E. Animal Rescue with termination notice to be effective June 30, 2024.

9.3 Discuss Adding a City of Banning Identifier to the San Gorgonio Avenue Overpass
Recommendation: Discuss adding a City of Banning identifier to the San Gorgonio Avenue Overpass and provide direction to staff.

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 Personal Cell Phones on Dais (Flynn)
14. Zoom Options for Public Meetings (Flynn)

11. ADJOURNMENT

Next Regular Meeting – February 13, 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:	**January 9, 2024**
SUBJECT:	**City Council Committee Assignments for 2024**

RECOMMENDATION:

Discuss and assign Council Members to serve on various committees to represent the City of Banning in the 2024 calendar year.

BACKGROUND:

Annually in January, the City Council assigns its members to regional boards and committees in order to represent the City of Banning and its interests.

JUSTIFICATION:

This is an annual process.

FISCAL IMPACT:

The only fiscal impact is the cost to the City of the City Council members attending meetings of these boards and committees. Some boards/committees offer stipends to their members to offset this cost, but the stipend is paid directly to the member.

ALTERNATIVES:

There are no alternatives to this necessary annual process.

ATTACHMENTS:

1. 2023 Council Assignments - Revised 2023 02 28.pdf
2. 2024 Council Assignments - BLANK.pdf

BANNING CITY COUNCIL

2023 COMMITTEE ASSIGNMENTS

COMMITTEE	DAY & TIME OF MEETING	MEMBER	ALTERNATE	STAFF LIAISON
Western Riverside Council of Governments (WRCOG)* ****Revised 2/28/2023***	1st Mondays 2:00 p.m.	Gonzales*	Flynn*	City Manager
Riverside Transit Agency (RTA)	4th Thursdays 2:00 p.m. (Dark August; Nov and Dec meetings on 3rd Thursday)	Gonzales	Sanchez	Public Works Director
Riverside County Transportation Commission (RCTC)	2nd Wednesdays 9:00 a.m.	Flynn	Minjares	Public Works Director
Pass Area Transportation NOW Committee	1st Thursdays 12:00 p.m.	Wallace	Sanchez	Public Works Director
Regional Conservation Authority (RCA)	1st Mondays 12:30 p.m.	Wallace	Flynn	Community Development Director
San Gorgonio Pass Water Alliance (SGPWA)	4th Wednesdays 5:00 p.m.	Minjares	Sanchez	Public Works Director
Southern California Association of Governments (SCAG)	1st Thursdays 10:30 a.m.	Wallace	Flynn	
Community Action Partnership	3rd Thursdays 7:00 p.m.	Wallace	Gonzales	
League of California Cities (CalCities)	Quarterly (January, March, May, and July)	Sanchez	Wallace	City Manager

BANNING CITY COUNCIL

2023 COMMITTEE ASSIGNMENTS

2 x 2 COUNCIL WORKING GROUPS

(meet as needed)

BANNING UNIFIED SCHOOL DISTRICT	MORONGO BAND OF MISSION INDIANS	MT. SAN JACINTO COLLEGE	SAN GORGONIO MEMORIAL HOSPITAL	CITY OF BEAUMONT
Wallace Gonzales Staff: City Manager	Wallace Minjares Staff: City Manager	Sanchez Gonzales Staff: City Manager	Flynn Minjares Staff: City Manager	Flynn Gonzales Staff: City Manager

STANDING COMMITTEES

(meet as needed)

ECONOMIC DEVELOPMENT	HEALTHY LIVING CITY	DOWNTOWN	BUDGET & FINANCE	HOMELESSNESS ADVISORY
Flynn Sanchez Staff: Economic Development Mgr	Wallace Gonzales Staff: Parks & Recreation Director	Flynn Wallace Staff: City Manager	Flynn Wallace Staff: Finance Director	Minjares Gonzales Staff: City Manager

BANNING CITY COUNCIL

2024 COMMITTEE ASSIGNMENTS

COMMITTEE	DAY & TIME OF MEETING	MEMBER	ALTERNATE	STAFF LIAISON
Western Riverside Council of Governments (WRCOG)	1st Mondays 2:00 p.m.			City Manager
Riverside Transit Agency (RTA)	4th Thursdays 2:00 p.m. (Dark August; Nov and Dec meetings on 3rd Thursday)			Public Works Director
Riverside County Transportation Commission (RCTC)	2nd Wednesdays 9:00 a.m.			Public Works Director
Pass Area Transportation NOW Committee	1st Thursdays 12:00 p.m.			Public Works Director
Regional Conservation Authority (RCA)	1st Mondays 12:30 p.m.			Community Development Director
San Gorgonio Pass Water Alliance (SGPWA)	4th Wednesdays 5:00 p.m.			Public Works Director
Southern California Association of Governments (SCAG)	1st Thursdays 10:30 a.m.			
Community Action Partnership	3rd Thursdays 7:00 p.m.			
League of California Cities (CalCities)	Quarterly (January, March, May, and July)			City Manager

BANNING CITY COUNCIL

2024 COMMITTEE ASSIGNMENTS

2 x 2 COUNCIL WORKING GROUPS

(meet as needed)

BANNING UNIFIED SCHOOL DISTRICT	MORONGO BAND OF MISSION INDIANS	MT. SAN JACINTO COLLEGE	SAN GORGONIO MEMORIAL HOSPITAL	CITY OF BEAUMONT
Staff: City Manager	Staff: City Manager	Staff: City Manager	Staff: City Manager	Staff: City Manager

STANDING COMMITTEES

(meet as needed)

ECONOMIC DEVELOPMENT	HEALTHY LIVING CITY	DOWNTOWN	BUDGET & FINANCE	HOMELESSNESS ADVISORY
Staff: Economic Development Mgr	Staff: Parks & Recreation Director	Staff: City Manager	Staff: Finance Director	Staff: City Manager

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Laurie Sampson, Assistant City Manager**

MEETING DATE: **January 9, 2024**

SUBJECT: **Appoint Two City Council Members to an Ad-Hoc Committee to Review and Recommend 2024-2029 5 Year Consolidated Plan**

RECOMMENDATION:

Staff requests the City Council appoint a committee consisting of two members from the City Council and the Economic Development Manager, to review and recommend the 2024-2029 Public Participation Plan and HUD-CPD five-year funding priorities.

BACKGROUND:

The Public Participation Plan establishes funding priorities for cooperating cities' use of CDBG funding and requires community outreach via assessment tools (i.e. surveys, public hearings, workshops, town hall/community meetings, outreach to residents and businesses). Input received will also be considered for the City's five-year Housing and Urban Development, Community Planning and Development (HUD-CPD) funding priorities. The recommended HUD-CPD funding priorities must be ratified by the City Council and be included in the submission to the County with the program materials.

JUSTIFICATION:

CDBG partners with rural cities and counties to improve the lives of their low- and moderate-income residents through the creation and expansion of community and economic development opportunities in support of livable communities.
The Primary federal objective of the CDBG program is the development of viable urban communities by providing decent housing and suitable living environment and through expanding economic opportunities, principally, for person of low and moderate income.
Examples of Eligible Activities are:

Important Dates:

December 28, 2023,	Launch survey on social media
January 5, 2024	Community Meetings Schedule published
January 9, 2024	Ad-Hoc Committee appointed
January 20,2024	Community Meeting at City Hall
January 23, 2024	Community Meeting at City Hall
January 25, 2024	Community Meeting at City Hall
February 1, 2024	Ad-Hoc Committee Meeting
February 13, 2024	Approve Funding Priorities

FISCAL IMPACT:

None

ALTERNATIVES:

Council may chose to approve the funding priorities as recommended by the Ad-Hoc Committee or suggest alternate funding priorities. Failure to find a consensus and submit to Riverside County will result in the City's priorities not being included in the County of Riverside's 5 Year Consolidated Plan.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Approval of the Meeting Minutes for the December 12, 2023 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the December 12, 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 12 12_Minutes_Special Meeting - Closed Session.pdf
2. 2023 12 12_Minutes_Special Meeting - Workshop.pdf
3. 2023 12 12_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 **12/12/2023**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn* *Arrived at 2:35 p.m.*
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
Lincoln Bogard, Administrative Services Director

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 2:30 p.m.

1.1 Roll Call

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

**Arrived at 2:35 p.m.*

2. PUBLIC COMMENT – *Agenda Items*

- Diego Rose

3. CLOSED SESSION

City Attorney Young read the closed session citations.
The City Council left for closed session at 2:37 p.m.

3.1. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):
1 potential case

3.2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: Banning Municipal Airport, 200 South Hathaway Street, Banning, CA 92220 (including APNs: 532-130-011, -012, and -018)
Negotiating Parties: Scott Morse, Hillwood Under Negotiations: Price and terms of payment

City Council returned from closed session at 4:30 p.m.

3. ADJOURNMENT

The Special City Council meeting adjourned at 4:30 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 and all associated documents may be viewed here:
http://banning.ca.us/755/Agendas-and-Minutes---2024-to-Present

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 **12/12/2023**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member Reuben Gonzales* *Arrived at 4:57 p.m.*
Council Member Rick Minjares
Mayor Alberto Sanchez
Mayor Pro Tem Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Marie Calderon, City Clerk
Caroline Patton, Administrative City Clerk
Art Vela, Director of Public Works
Nate Smith, Deputy Director of Public Works

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 4:31 p.m.

1.1 Roll Call

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

**Arrived at 4:57 p.m.*

2. PUBLIC COMMENT – *Agenda Items*

None

3. WORKSHOP

3.1. Discussion Regarding California's Making Conservation a California Way of Life Proposed Regulatory Text

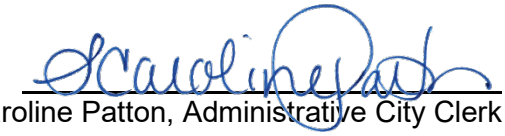
Art Vela, Director of Public Works, presented the staff report.

Jazmine Molloy, Consultant, presented to City Council.

4. ADJOURNMENT

The Special City Council meeting adjourned at 5:38 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 and all associated documents may be viewed here:
http://banning.ca.us/755/Agendas-and-Minutes---2024-to-Present

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ATTACHMENTS:

Exhibit A – Agenda Item 3.1: Staff Presentation

Exhibit A

CITY OF BANNING

LEGISLATIVE OVERVIEW

EAGLE AERIAL SOLUTIONS

JAZMINE MOLLOY

DIRECTOR OF PRODUCT DEVELOPMENT

SB 606 & AB 1668
How Did We Get Here…

EAGLE AERIAL SOLUTIONS

2016

- Governor Brown Issued Executive Order B-37-16 entitled "Making Conservation A California Way of Life"

2018

- Implementation Legislation: Senate Bill 606/Assembly Bill 1668
- Making Conservation A California Way of Life Primer Released

2022

- DWR recommendations released

2023

- Draft regulation from SWRCB released



MAKING WATER CONSERVATION
A CALIFORNIA WAY OF LIFE

Primer of 2018 Legislation on Water Conservation and Drought Planning
Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)

PREPARED BY

California Department of Water Resources

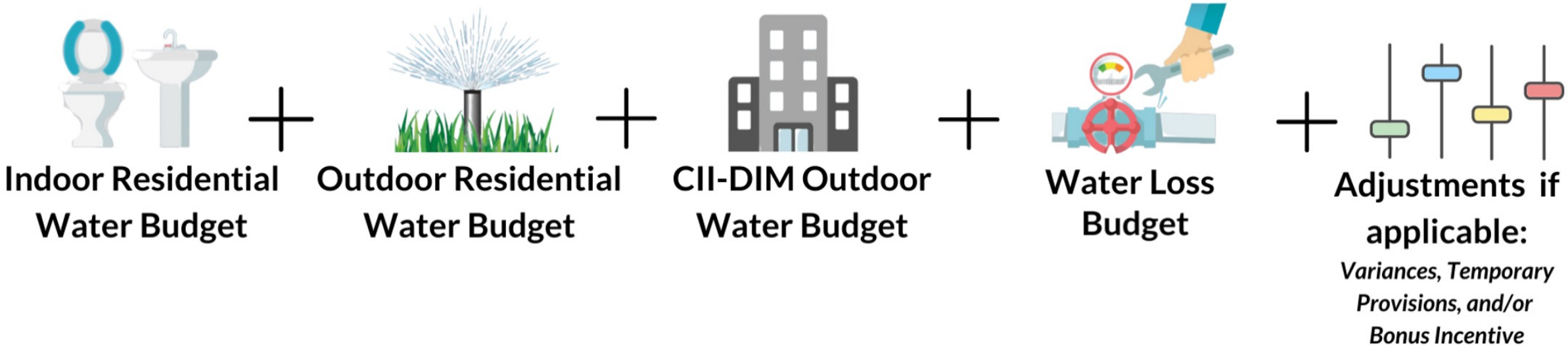
AND

State Water Resources Control Board

NOVEMBER 2018

Urban Water Use Objective

SB 606 & AB 1668 – *Making Conservation a California Way of Life*



EAGLE AERIAL SOLUTIONS

Calculating the Urban Water Use Objective



Indoor Residential Water Budget

+



Outdoor Residential Water Budget

+



CII-DIM Outdoor Water Budget

+



Water Loss Budget

+



Adjustments if applicable:

Variances, Temporary Provisions, and/or Bonus Incentive

EAGLE AERIAL SOLUTIONS

Residential **Indoor** Standard

Indoor Standard (GPCD)

x

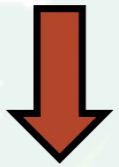
Service Area Population

x

365 days

2020-2024: **55 GPCD**
2025-2029: **47 GPCD**
2030-onwards: **42 GPCD**

Incremental Decrease



Residential **Outdoor** Standard

Supplier's Unique Climate

x

Amount of Landscape Area

x

Efficiency Factor

2023 – 2029 = **0.80 LEF**
2030 and 2034 = **0.63 LEF**
2035 onwards = **0.55 LEF**

Residential **Indoor** Standard

Indoor Standard (GPCD)

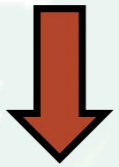
x

Service Area Population

x

365 days

Incremental Decrease



2020-2024: **55 GPCD**
2025-2029: **47 GPCD**
2030-onwards: **42 GPCD**

Residential **Outdoor** Standard

Supplier's Unique Climate

x

Amount of Landscape Area

x

Efficiency Factor

2023 – 2029 = **0.80 LEF**
2030 and 2034 = **0.63 LEF**
2035 onwards = **0.55 LEF**

Residential **Indoor** Standard

Indoor Standard (GPCD)

x

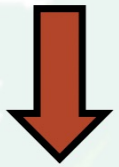
Service Area Population

x

365 days

2020-2024: **55 GPCD**
2025-2029: **47 GPCD**
2030-onwards: **42 GPCD**

Incremental Decrease



Residential **Outdoor** Standard

Supplier's Unique Climate

x

Amount of Landscape Area

x

Efficiency Factor

2023 – 2029 = **0.80 LEF**
2030 and 2034 = **0.63 LEF**
2035 onwards = **0.55 LEF**

LAM: Landscape Area Measurement

Landscape **A**rea **M**easurement

Developed using 2018, 4 band (NIR) aerial imagery + county assessor supplied parcel data



DWR provided this data to all water suppliers

Residential Outdoor Standard

Outdoor Residential Water Budget ($R_{outdoor}$) =

$$(ETo\text{-}Peff) \times LA \times LEF \times 0.62$$

"Net ETo"

ETo = Reference evapotranspiration (inches)
Peff = Effective precipitation (inches)
LA = Landscape area for a water supplier (sq. ft)
LEF = Landscape Efficiency Factor (unitless) represents a percentage of reference ETo; function of plants' water needs & irrigation efficiency
0.62 = unit conversion factor

Calculating the Urban Water Use Objective

Providers cannot exceed the SUM of the standards



Indoor Residential Water Budget

+



Outdoor Residential Water Budget

+



CII-DIM Outdoor Water Budget

+



Water Loss Budget

+



Adjustments if applicable:

Variances, Temporary Provisions, and/or Bonus Incentive

EAGLE AERIAL SOLUTIONS

CII Water Use Standard

Commercial, industrial and institutional accounts are separated into two different regulations:

1st: UWUO based on

Dedicated Irrigation Meters (DIM)

2nd: Performance Measures based on

Mixed Use Meters (MUM)

EAGLE AERIAL SOLUTIONS

CII Outdoor DIM

((DIM LA - DIM SLA) x LEF) + (DIM SLA x 1.0) x (ETo-Peff) x 0.62

2023 – 2029 = 0.80 LEF
2030 - 2034 = 0.63 LEF
2035 onwards= 0.45 LEF
New Developments = 0.45
(or current MWELO ETAF value)

Incremental Decrease



Special Landscape Areas (SLA) = 1.0 LEF

EAGLE AERIAL SOLUTIONS

DWR Provides: CII Landscape Area



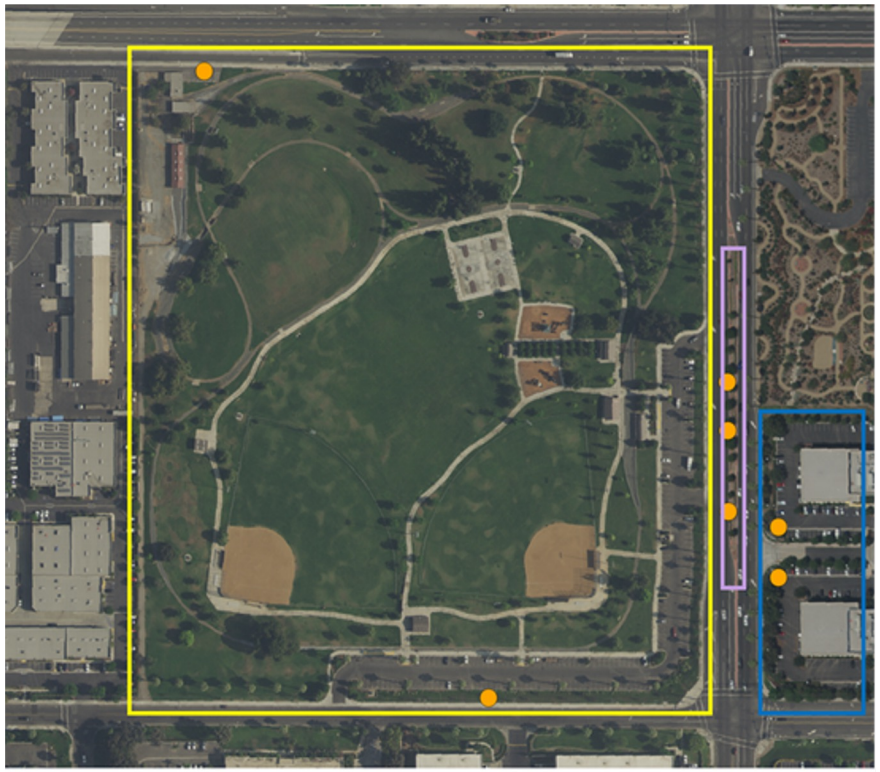
LUCD Classification

- Impervious
- Pools
- Irrigated Canopy
- Irrigated Turf/ Cover
- Irrigable Not Irrigated Canopy
- Irrigable Not Irrigated Turf/ Cover
- Not Irrigable Vegetation
- Undeveloped Lands
- Horse Corrals
- Open Water
- Artificial Turf
- Agricultural Lands
- Parcel Boundary



EAGLE AERIAL SOLUTIONS

Dedicated Irrigation Meter Premise Delineation



Meter ID	Customer Name	Meter Service Address
01-012	CITY OF XX	1452 IOWA AVE
01-000	CITY OF XX	1422 IOWA AVE
01-202	CITY OF XX	1500 IOWA AVE
01-222	CITY OF XX PARKS AND REC	1486 COLUMBIA AVE
01-876	ABC PROPERTIES	1450 IOWA AVE
01-666	ABC PROPERTIES	1420 IOWA AVE
01-340	CITY OF XX PARKS AND REC	1375 MARLBOROUGH AVE

A premise is a series of meters that are adjacent owned by the same customer



EAGLE AERIAL SOLUTIONS

Performance Measures

PERFORMANCE MEASURES

In-Lieu Tech

- =/> 500,000 gallons of water/year
- Demonstrate improved WUE
- Companion water management practices required

✓ Qualitative Reporting

CII BMPs

- 5 BMP categories
- Classification required
- Top users targeted with BMPs
- NFT Ban

✓ Qualitative Reporting

Mixed Use Meters (MUMs)



EAGLE AERIAL SOLUTIONS

Calculating the Urban Water Use Objective

Providers cannot exceed the SUM of the standards



Indoor Residential Water Budget

+



Outdoor Residential Water Budget

+



CII-DIM Outdoor Water Budget

+



Water Loss Budget

+



Adjustments if applicable:

Variances, Temporary Provisions, and/or Bonus Incentive

EAGLE AERIAL SOLUTIONS

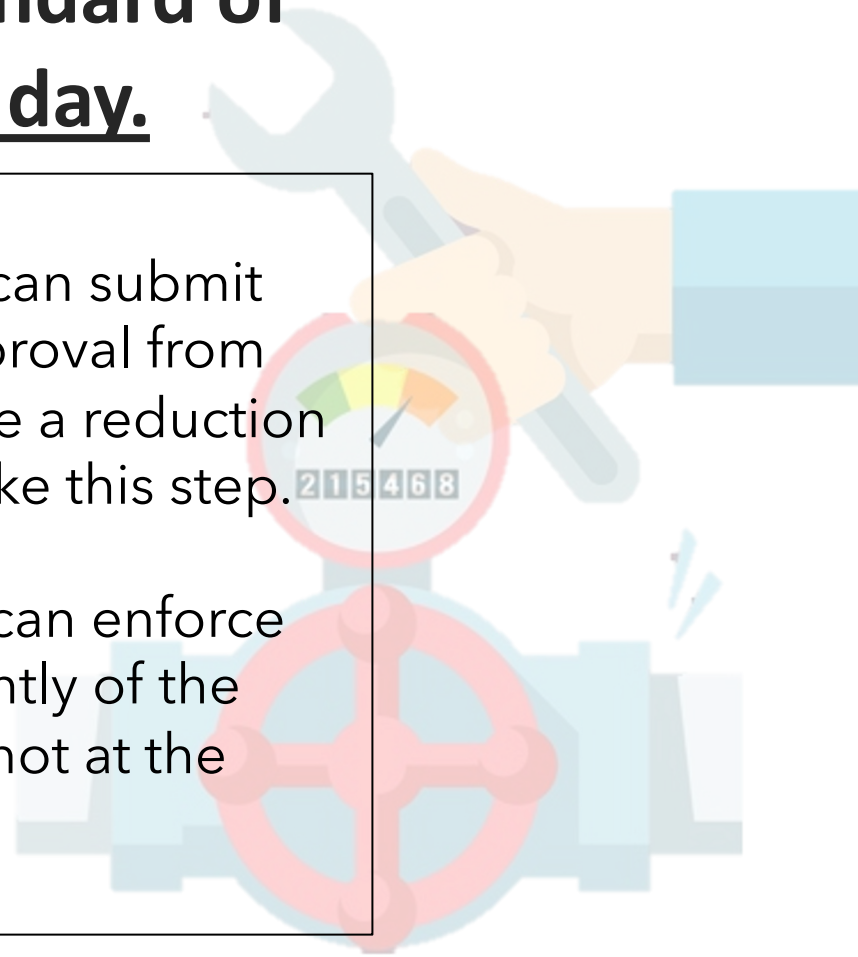
Water Loss Standard

The standard for water loss due to leaks in the water system pipes is based on a real loss standard of <u>gallons per connection per day.</u>

Key Points

Review your inputs: Suppliers can submit changes to model inputs for approval from SWB to modify target. If you have a reduction required, we recommend you take this step.

SB 555: The State Water Board can enforce the water loss target independently of the overall water use objective.(But not at the same time!)



EAGLE AERIAL SOLUTIONS

Calculating the Urban Water Use Objective

Providers cannot exceed the SUM of the standards



Indoor Residential Water Budget

+



Outdoor Residential Water Budget

+



CII-DIM Outdoor Water Budget

+



Water Loss Budget

+



Adjustments if applicable:

Variances, Temporary Provisions, and/or Bonus Incentive

EAGLE AERIAL SOLUTIONS

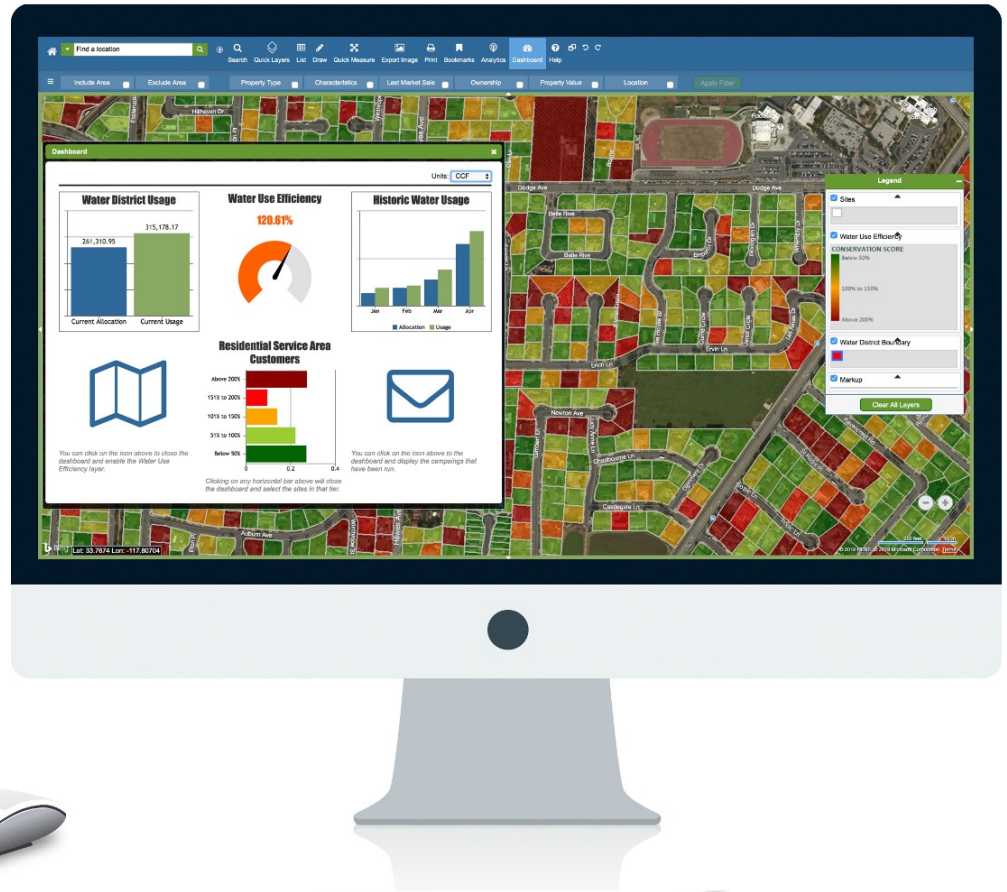
Reporting – 1st report DUE JAN 1st 2024

An urban retail water supplier shall submit an **Annual Water Use Report** to DWR that includes:

- Urban Water Use Objective (UWUO)
- Actual urban water use
- Documentation of the implementation of the **performance measures** for CII water use
- Description of the **progress made** towards meeting the urban water use objective
- Validated water loss audit report

WATERVIEW

Water Efficiency Software



THANK YOU

EAGLE AERIAL
SOLUTIONS

QUESTIONS

Jazmine Molloy
Director of Product Development
Eagle Aerial Solutions

(714) 754 - 7670 ext 700
Jmolloy@ eagleaerial.com

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 **12/12/2023**
CITY COUNCIL **REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member Reuben Gonzales* *Left at 5:45 p.m.*
Council Member Rick Minjares
Mayor Alberto Sanchez
Mayor Pro Tem Colleen Wallace

COUNCIL MEMBERS ABSENT: None

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
Nate Smith, Deputy Director of Public Works

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:39 p.m.

1.1. Invocation – Pastor Todd Oldenburg of Thrive Church led the invocation.

1.2. Pledge of Allegiance – Council Member Minjares led the Pledge of Allegiance.

1.3. Roll Call

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

**Left the meeting at 5:45 p.m.*

Council Member Gonzales read his resignation letter.

CITY COUNCIL REORGANIZATION

For the office of Mayor, Council Member Wallace nominated Council Member Sanchez.

Council Member Flynn nominated Council Member Minjares.

Motion to confirm closing of nominations for Mayor.

Motion by Council Member Wallace
Seconded by Council Member 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.

Council Member Flynn voted for Council Member Minjares.
Council Member Minjares voted for Council Member Sanchez.
Council Member Sanchez voted for Council Member Sanchez.
Council Member Wallace voted for Council Member Sanchez.

Council Member Sanchez was elected to serve as Mayor for a one-year term.

For the office of Mayor Pro Tem, Council Member Sanchez nominated Council Member Minjares.

Motion by Council Member Wallace
Seconded by Council Member 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.

Council Member Flynn voted for Council Member Minjares.
Council Member Minjares voted for Council Member Minjares.
Council Member Sanchez voted for Council Member Minjares.
Council Member Wallace voted for Council Member Minjares.

Council Member Minjares was elected as Mayor Pro Tem for a one-year term.

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem 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. Retirement Recognition of Sergeant Rick Youngblood and Sergeant Patrick Kelly

Derek Thesier, Acting Chief of Police, presented several awards and honored the officers' service.

4. REPORT ON CLOSED SESSION

There was discussion with no final or 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:

- Mary Ann Rickena
- Amy Minjares
- Lynnea Hagen
- John Hagen
- Julie Austin
- Cathy Pierro
- Inge Schuler
- Virginia Cervantes
- Stuart Mackenzie
- Frank Burgess
- Jack Gunderson
- Todd Oldenburg
- Paul Smith

5.2. CORRESPONDENCE

Five items of correspondence were received and were provided to the City Council in advance of the meeting. Two were general comments, two pertaining to Agenda Item 8.3 and one pertaining to Agenda Item 8.7.

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on a Southern California Association of Governments (SCAG) meeting she attended.

Council Member Flynn reported on a Western Riverside County Council of Governments (WRCOG) planning and projects meeting, a meet and greet with State Senator Bogh, a meeting of the Budget and Finance Committee, the Morongo Fire Station groundbreaking ceremony, and a League of California Cities (CalCities) Riverside County Division meeting she attended.

Mayor Sanchez reported on a Thanksgiving event he attended and a recent trip on behalf of the City to Washington, D.C.

5.5. CITY MANAGER REPORT
City Manager Schulze reported on the Banning Youth Council, which is currently recruiting for 9 open positions.

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

5.7. CITY TREASURER REPORT
Treasurer Geronimo reported on several budget-related items.

6. CONSENT AGENDA

6.1. Approval of the Meeting Minutes for the November 14, 2023 City Council Meetings
6.2. Accounts Payable and Payroll Warrants Issued in the Month of October 31, 2023
6.3. Receive and File Cash, Investments and Reserve Report for the Month of October 2023
6.4. Receipts, Disbursements, & Fund Balances Reporting for October 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date
6.5. 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
6.7. Public Works Capital Improvement Project Tracking List
6.8. Receive and File Contracts Approved Under the City Manager's Signature Authority 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.
6.10. Consideration of Resolution 2023-185 to Initiate the Roadway Vacation Process for Malki Road and Set Date for a Public Hearing
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
6.12. Consideration of Resolution 2023-188, Accepting the Distribution of the 2023 Justice Assistance Grant (JAG) Award

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

Public Comment
None

Motion to adopt consent agenda items 6.1 to 6.3, 6.5 to 6.12, 6.14 to 6.16, and 6.18.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem 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.

6.4. Receipts, Disbursements, & Fund Balances Reporting for October 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date

Public Comment
None

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

Public Comment
None

Motion to adopt Resolution 2023-189.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem 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.

6.17. 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

Public Comment
None

Motion to adopt Resolution 2023-193.

Motion by Mayor Pro Tem Minjares
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 4-0, with 1 absence.

7. PUBLIC HEARING(S)

None

8. REPORTS 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

Nate Smith, Deputy Director of Public Works, presented the staff report. Consultants Tim Bevins and Phillip Burns presented to the City Council.

Public Comment
- Paul Smith
- Bill Lamb

Motion to continue this item to a special meeting workshop on January 9th.

Motion by Mayor Pro Tem Minjares
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 4-0, with 1 absence.

8.2. Discussion of Stagecoach Days Memorandum of Understanding

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Bill Lamb
- Tayler Berghoefer
- Shirley McLaughlin
- Dave Harrison
- Sue Palmer
- Colleen Garcia
- Shelly Ruiz

Motion to approve the creation of an ad-hoc committee to meet with the Stagecoach Committee to discuss the terms of the current MOU; table and bring back January 9.

Motion by Mayor Pro Tem Minjares
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 4-0, with 1 absence.

Motion to approve the appointment of Council Member Flynn and Mayor Pro Tem Minjares.

Motion by Council Member Flynn
Seconded by Mayor Pro Tem Minjares

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

Motion failed by a vote of 2-2, with 1 absence.

Motion to approve the appointment of Mayor Pro Tem Minjares and Council Member Wallace.

Motion by Mayor Sanchez
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 3-1, with 1 absence.

Motion to approve continuing the meeting past 10:00 p.m.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem 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.

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 responded to Council questions.

Public Comment
- Lynnea Hagen

Motion to approve providing 90 day notice of termination of the animal services agreement.

Motion by Council Member Flynn
Seconded by Mayor Pro Tem 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.

8.4. Discussion Regarding the Selection Process for the Citywide Forensic Investigation of Treasury Functions Request for Proposals (RFP)

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

Public Comment
- John Hagen
- Alejandro Geronimo

Motion to approve the RFP Selection process of using Pass Area finance directors and deputy directors as well as beyond the Pass Area, such as the Coachella Valley finance directors, to evaluate the RFP responses in order to make a selection.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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.

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

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Harry Sullivan

Motion to approve continuing the meeting past 11:00 p.m.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem 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.

Motion to adopt Resolution 2023-187, with the modifications made by City Council.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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.

8.6. Authorize a Request for Proposals for Development of City-Owned Property

Doug Schulze, City Manager, presented the staff report.

Public Comment
None

Motion to authorize a Request for Proposals (RFP) for development of City-owned property and directing the City Manager to incorporate the Downtown Revitalization and Complete Streets Plan into the RFP.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem 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.

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

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

Public Comment
Alejandro Geronimo

Motion to adopt Resolution 2023-191.

Motion by Council Member 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 4-0, with 1 absence.

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

Adam Rush, Community Development Director, presented the staff report.

Public Comment
None

Motion to adopt Resolution 2023-195, amending the title to Fire Safety Supervisor.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

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

9. DISCUSSION ITEM(S)

9.1. Update to the City Council on Potential Grants for the Repplier Park Playhouse Bowl Improvements

Ralph Wright, Parks and Recreation Director, presented the staff report.

Public Comment
None

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items

10.2. Pending 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 Personal Cell Phones on Dais (Flynn)
14. Zoom Options for Public Meetings (Flynn)

11. ADJOURNMENT

The meeting was adjourned at 12:21 a.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 and all associated documents may be viewed here:
http://banning.ca.us/755/Agendas-and-Minutes---2024-to-Present

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ATTACHMENTS:

Exhibit A – Public Comment Received
Exhibit B – Agenda Item 8.1: Staff Presentation
Exhibit C – Agenda Item 9.1: Staff Presentation

Riverside University HEALTH SYSTEM Public Health

Vaccination Clinic
Clínica de Vacunacíon



Banning Community Center

789 N. San Gorgonio Ave.
Banning, CA 92220

December 16, 2023
10:00 a.m. - 2:00 p.m.

OFFERING: | OFRECIENDO: FLU, TDAP, & *COVID-19

FLU	MODERNA	PFIZER

- COVID-19 vaccine is available to uninsured adults ages 19 and above and to those whose insurance does not cover the vaccine or requires a co-payment.
- La vacuna contra COVID-19 está disponible para adultos mayores de 19 años de edad sin aseguranza, también para individuales con aseguranza que no cubre la vacuna o requiere un copago.

Walk-ins Welcome. No appointments necessary.
No se necesitan citas.
Call: | Llame: (951) 358-5000 | Select: 0, 1, 1
www.ruhealth.org/ph-covid-19-vaccine-registration

Caroline Patton

From: Tracy Mahoney <shelbysmom@mail.com>
Sent: Tuesday, December 12, 2023 10:43 AM
To: Caroline Patton
Subject: public comment

Please read the follow into the public record during the public comment section at the beginning of the City Council meeting for the date of 12/12/23 as I will not be able to make this meeting. ALSO besides reading the follow I request (as State Law indicates if asked) to make the following part of the WRITTEN RECORD:

I am here to express my deep appreciation for the principles that underpin our democratic society, particularly the First Amendment's right to free speech.

As an advocate for this fundamental right, I am compelled to address an issue that has come to my attention concerning the conduct of sitting City Council member, Colleen Wallace. While I hold a profound respect for individuals expressing their opinions, I believe it is crucial to differentiate between personal expression and the responsibilities associated with holding a PUBLIC OFFICE.

Recent instances of unprofessional and inappropriate language on public platforms by a council member raise concerns about adherence to the ethical standards expected of someone in such a position. Upholding the decorum befitting a City Council member is paramount, and the discrepancy between personal expression on social media and the professional demeanor expected in a public office is evident.

I believe it is incumbent upon us to consider whether such conduct aligns with the established code of ethics for our City Council. This discrepancy not only reflects poorly on the individual involved but also raises questions about the integrity of the Council as a whole.

In light of these concerns, I propose a thoughtful evaluation of the situation, considering the potential ramifications on the reputation of the City Council and the public's trust. It may be prudent to assess whether such conduct is consistent with the values and expectations set forth for our elected representatives.

I appreciate your attention to this matter and trust that any necessary steps will be taken to uphold the standards of professionalism and integrity expected from our City Council members.

Thank you for your dedication to the principles that make our community strong.

Tracy Mahoney

Caroline Patton

From: jhsam1@yahoo.com
Sent: Monday, December 11, 2023 11:29 AM
To: ashanchez@banningca.gov; Rick Minjares; Reuben Gonzales; Sheri Flynn; Doug Schulze; mcaldron@banningca.gov; Caroline Patton; syoung@banningca.gov; Colleen Wallace
Subject: Appointments
Attachments: colleens thanksgiving post.docx

To Whom this may concern,

In review of the current agenda, it is apparent that the appointment of Mayor and Mayor Pro-Tem will occur prior to opening the public comment therefore I am sending all of you this email. I request that this email be read into the record prior to making any appointments.

Attachment A is a screen shot of Colleen Wallace's

Facebook page with he Thanksgiving greeting.

This message should not only eliminate her from being nominated for either one of those appointments but should be grounds for her dismal off the council entirely.

This post alone demonstrates her lack of moral perpetude, her sense of judgment and her reasoning skills. The post is a jaw dropping read and an inappropriate post for anyone representing our city. After receiving post from the citizens, instead of realizing the gravity of the post she attempts to justify it with statements like I didn't write it a friend did I just re posted it. If she thought, it was worthy of re-posting she might as well have authored it. Then asking Why is everyone so upset over things that are happening all the time? And the topper Sometimes you have to put messages into words the readers will understand. Each of her responses were met with disapproving remarks to her. All of these responses reflect her lack of reasoning.

This message is something you could expect to hear from a street walking hooker not a council person representing our city.

If she is considered for either of these positions it will send a message that you condone her behavior and are alright with her representing, you and this city. It will also raise a question about your reasoning skills.
This email was sent to inform you as to her actions prior to any appointments and nobody can claim ignorance of this situation.

I intend on requesting her resignation at the public comment in Dec 12 City Council meeting.
Page 2 is copy of Attachment A

Very concerned Citizen,
John Hagen



Colleen Wallace

10m ·

hey you 🦃 turkey🦃 lurkey slut 👅👅. it's 🍂 November🍂. you know what that means ❓ 🕑time 🕑 to gobble 👏gobble👏gobble👏 on a big ol😜 😜dick. back in 1️⃣4️⃣9️⃣2️⃣,our main bitch 👬 Christopher Columbus👦and those slutty 👙👠 pilgrims🚣‍♀️🚣‍♀️had to 💦💦cum💦💦 to America⛵ ⛵⛵🇺🇸in search 🔍of new dicks to suck🐔🐔🐔. send this to 1️⃣0️⃣ of your sluttiest pilgrim🌽🌽 bitches or you won't get any 💦gravy💦 this year. get 1️⃣0️⃣ back and you're a sexy stuffing slut😻😻. happy 🐔 cock🦃 gobbling👄 thursday

😆 Colleen Wallace 2 comments

Like Comment Message

Caroline Patton

From: K kdi <karanda2011@gmail.com>
Sent: Tuesday, December 12, 2023 1:08 PM
To: Doug Schulze; Alberto Sanchez; Colleen Wallace; Reuben Gonzales; Sheri Flynn; Rick Minjares
Cc: teresa Chagrin; cityclerks
Subject: Urgent Appeal for Improved Conditions at the Banning Animal Shelter

Importance: High

I hope this email finds you all well. I am writing to express my deep concern regarding the living conditions at the Banning Animal Shelter run by ARE Animal Rescue. For almost 3 years animals have endured harsh weather conditions, residing on asphalt and dirt. This situations is both unacceptable and inhumane.

Despite the passage of time. It appears that no substantial improvements have been made to rectify this issue. The well-being of these animals is at stake, and it is crucial that immediate action be taken to ensure the animals are provided with proper shelter and living conditions.

I implore both the City of Banning, City Manager, Doug Schulze, to collaborate with Riverside County Animal Services. By doing so, we can ensure that these animals are housed in a manner that aligns with ethical and humane standards. It is imperative to halt the current situation and transition to a more compassionate and responsible approach to animal care.

Respectfully,
Kathy Aranda

I am requesting that the city clerk include my email in the public records and be recorded as same.

I would request my city council person, Sheri Flynn, read my email aloud at the City Council meeting on December 12, 2023.
Due to the fact Zoom calls are no longer allowed, I have made this request to Sheri Flynn. Due to a currently health condition I am unable to attend the Council Meeting in person.

Caroline Patton

From: Tracy Mahoney <shelbysmom@mail.com>
Sent: Tuesday, December 12, 2023 10:55 AM
To: Caroline Patton
Subject: Consent item 8.3

I am requesting the following to be read at the 12/12/23 City council meeting during Consent Item 8.3 "Animal Services Discussion" public comment section as I may not make this meeting time. I also request not only for the following to be read out loud, but to be made part of the Written Record:

Transferring management or control of a failing city animal shelter to a county animal shelter can have several potential benefits.

- **Increased Resources:**
  - **The County shelter has more resources, both in terms of funding and personnel, which can help address issues such as overcrowding, lack of medical care, and inadequate facilities, such as what is happening at ARE**
  -
- **Efficiency and Expertise:**
  - **The County shelter benefits from economies of scale and operational efficiencies. They have more experience and specialized staff, which can lead to improved overall management and care for animals. Currently ARE has no veterinary services and takes the animals for spay and neuter clinics all the way up to Apple Valley,**
  -
- **Broader Adoption Network:**
  - **The county shelter has a larger network for adoption services, increasing the chances of finding homes for animals.**
  - **Collaboration and Networking:**
  - **The County animal shelter has established relationships with other regional shelters, veterinarians, and animal welfare organizations, which ARE doesn't have. This network can facilitate collaboration, shared resources, and collective efforts to address common challenges.**
  -
- **Consistent Standards:**
  - **A county-wide approach can lead to more consistent and standardized policies, procedures, and animal care standards. This can help address any inconsistencies or shortcomings that may have contributed to the city's shelter's struggles.**
  -
- **Improved Infrastructure:**
  - **The County shelter has better facilities and infrastructure, including modern kennels, veterinary clinics, and administrative system, which ARE severely lacks. This can lead to improved living conditions for animals and better working conditions for shelter staff.**
  -
  - **"Better Financial Management: County-level administration ensures more effective financial management, guaranteeing efficient resource allocation and adherence to budgetary constraints. The City of Banning's existing management issues are underscored by Doug Schulze's dereliction of duty in not obtaining the monthly and yearly documents required by the signed animal shelter contract. The recently unearthed documents, produced belatedly and likely under duress, further raise concerns about the city's financial transparency. I trust that regulatory bodies such as the IRS and the California Department of Insurance will scrutinize these matters thoroughly."**
  -
- **Public Trust and Accountability:**
  - **The transfer to the county shelter may be viewed as a positive step by the community, potentially restoring public trust. County agencies often operate with a higher level of**

transparency and accountability, which can be crucial in rebuilding confidence, which again ARE severely lacks.

- **It is really for the best of everyone and every animal involved that the county of Riverside take over our city's animal shelter.**

Thank you,

Tracy Mahoney

WELLS FARGO

Jamie O'Connell
Relationship Manager

Wells Fargo Bank
Government Banking Division
4141 Inland Empire Blvd
3rd Floor
Ontario, CA 91761

Tel: 909-963-8095

December 11, 2023

Honorable City Council
City of Banning
99 E Ramsey Street
Banning, CA 92220

Re: Item 8.7, December 12, 2023, City Council Meeting: Awarding the Contract for Comprehensive Banking Services Request for Proposals to HCN Bank

Honorable City Councilmembers,

Wells Fargo has been the City of Banning's (City) bank for the past 40 years and we greatly value the City as an important customer. The City issued a Request for Proposal (RFP) for Banking Services on October 20th, and Wells Fargo submitted our proposal on November 20, 2023. We were recently notified of the City's intent to award the banking services contract to HCN Bank. We respectfully request that you accept this letter for consideration when reviewing your decision on Resolution #2023-191 awarding the contract for Comprehensive Banking Services Request for Proposals to HCN Bank. While it is the City's prerogative to select the bank that it deems best meets the City's needs, the selected bank must meet RFP requirements in order to best protect City and taxpayer resources. As your current banking partner, we have a fiduciary responsibility to Banning and care about the outcome of this decision.

The RFP Contained Nine Mandatory Minimum Qualifications of which Six Were not Met by the Selected Bank. The Bank RFP included a list of nine mandatory minimum qualifications consistent with other municipal RFPs that are designed to assure the safety and strong stewardship of City funds by gaining a firm understanding of the strength of a financial institution. The RFP also indicates that "Proposing banks who do not meet all of the aforementioned criteria may be eliminated from consideration." Nevertheless, it appears that that HCN does not meet 6 of the 9 qualifications, yet HCN received the same score (21.7 points) as Wells Fargo in Qualifications.

As stated in the RFP, "In order to be considered for selection, proposing banks **should meet all of the following criteria,**" however HCN cannot meet the following requirements:

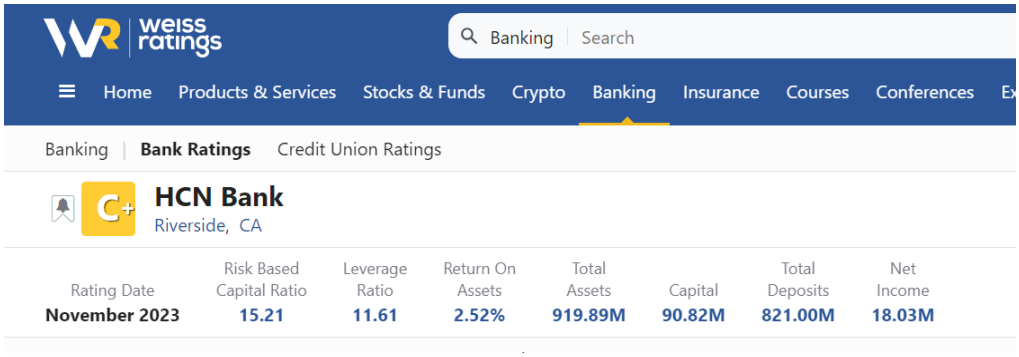
1. **Have at least $5 billion ($5,000,000,000) in total assets.** (Not Met) HCN Bank shows total assets of $919.89 million.
2. **Maintain minimum regulatory capital ratios that meet the definition of a "well capitalized bank". They are as follows:**

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Additional legal content, if needed, is Wells Fargo Sans Condensed 8pt.

3. **Total Risk-Based Capital Ratio: 10.0%.** (Not Met) See chart.
4. **Tier 1 Risk-Based Capital Ratio: 6.0%.** (Not Met) See chart.
5. **Leverage Ratio: 5.0%.** (Not met)- See chart.
6. **Have favorable statistical ratings from a nationally recognized rating service.** Not Met (We don't see a rating by Moody's, Fitch, etc. but include Weiss Ratings sheet in chart below. Grading them a C+)
7. **Be a Federal- or State of California-chartered financial institution.** Met
8. **Have a "satisfactory" overall rating in their most recent evaluation by the appropriate federal financial supervisory agency, in terms of meeting the credit needs of California communities.** Met, however we are "Outstanding" and should have scored higher in this category.
9. **Be capable of providing electronic and web-based banking services.** Met
10. **Be an approved State of California depository for public funds.** (Not met)

HCN Bank is not an approved State of California depository for public funds. The State Treasurer's Office has approved the following depository banks:

- Bank of America
- BMO Bank, N.A.
- Citibank
- JPMorgan Chase & Co.
- U.S. Bank
- Wells Fargo Bank
- WestAmerica Bank

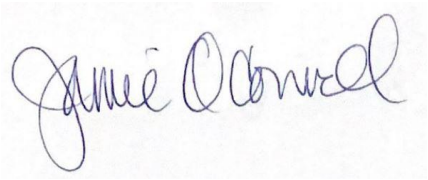


Pricing Cannot be Evaluated as HCN Did Not Provide Information on Volumes
The comparison pricing document offered by HCN Bank had 20 elements of services without volumes. The city has many high-tech solutions in place today. It is not clear whether those volumes and services were considered in the comparison.

The City Staff Report Improperly Refers to Philanthropy which was not a Criteria in the RFP
The December 12, 2023 Staff Report states that an additional strength of HCN Bank was "regarding its support in the Pass Area community with significant donations to many scholarships and sponsorships." Philanthropy was not a component in the RFP and should not now be invoked as a positive factor. Wells Fargo did not provide philanthropy data as it was not requested. Wells Fargo is a strong corporate citizen, including our philanthropy, and we can provide grant data if requested.

We appreciate the opportunity to address these concerns with the Banning Finance team and Banning's City Council. We hope you will reconsider the decision not to change banks after many decades of a very positive relationship. As the City's financial steward, it is important that we highlight the minimum RFP requirements that were not met and officially state our position on the review and scoring of responses. Should you choose to change banks we will support you in the exit to your new bank.

Thank you for your consideration,



Jamie O'Connell
Relationship Manager
Wells Fargo Bank
Government Banking Division

cc: City of Banning Office of Finance



Banning Downtown Revitalization and Complete Streets Plan

City Council
City of Banning | 12/12/2023

alta



PROJECT BACKGROUND

Banning Downtown Revitalization and Complete Streets Plan

VISION

- Expand and improve circulation, options, and safety for all travel modes
- Incorporate streetscape and public realm enhancements
- Establish a framework for attracting new investment and redevelopment
- Develop a community-supported vision and a path to get there

BENEFITS

- RESIDENTS
  - RICH EXPERIENCES
  - A PLACE TO GO + NEW AMENITIES
- BUSINESS OWNERS
  - LOCAL MARKET
  - NEW CUSTOMERS
- CITY
  - EXPANDED TAX BASE
  - ECONOMIC SUSTAINABILITY
- REGION
  - I-10 AMENITIES
  - MOUNTAIN / DESERT PORTAL

STUDY AREA



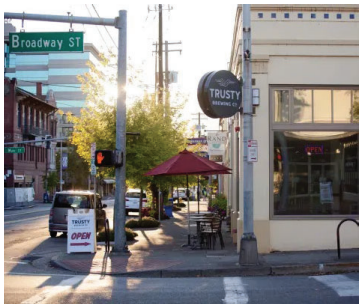
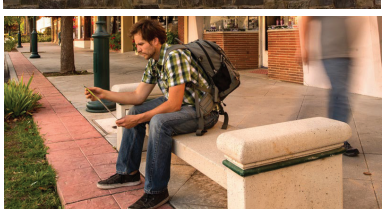
The project corridor runs approximately a half-mile, between 8th Street to the west and Martin Street to the East, along Ramsey Street, Hays Street, and Livingston Street.

PRECEDENT IMAGERY | DOWNTOWNS







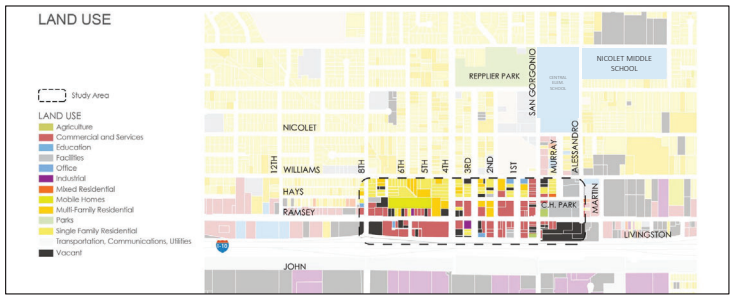



PRECEDENT IMAGERY | COMPLETE STREETS

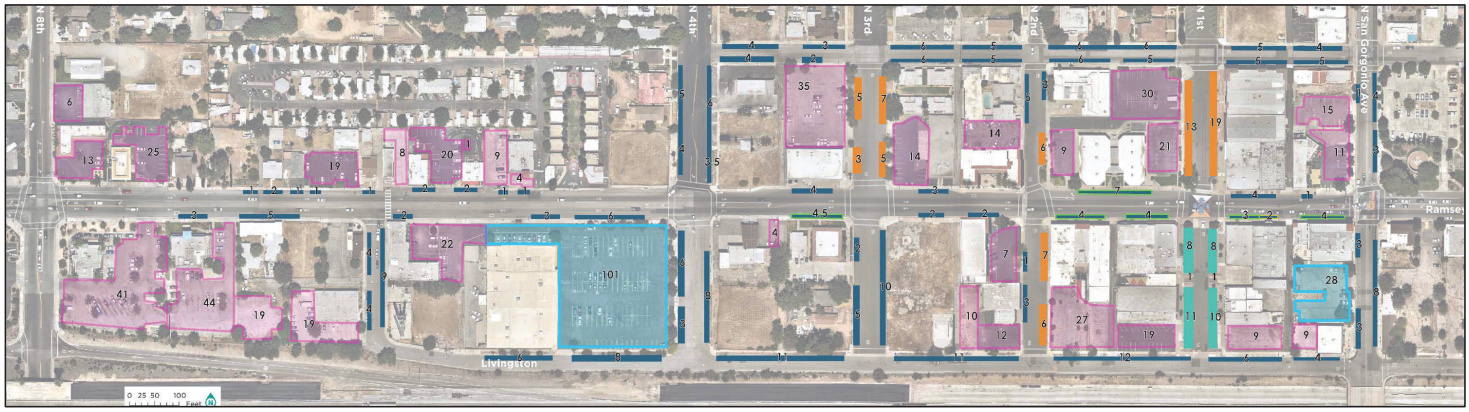
EXISTING CONDITIONS

Banning Downtown Revitalization and Complete Streets Plan

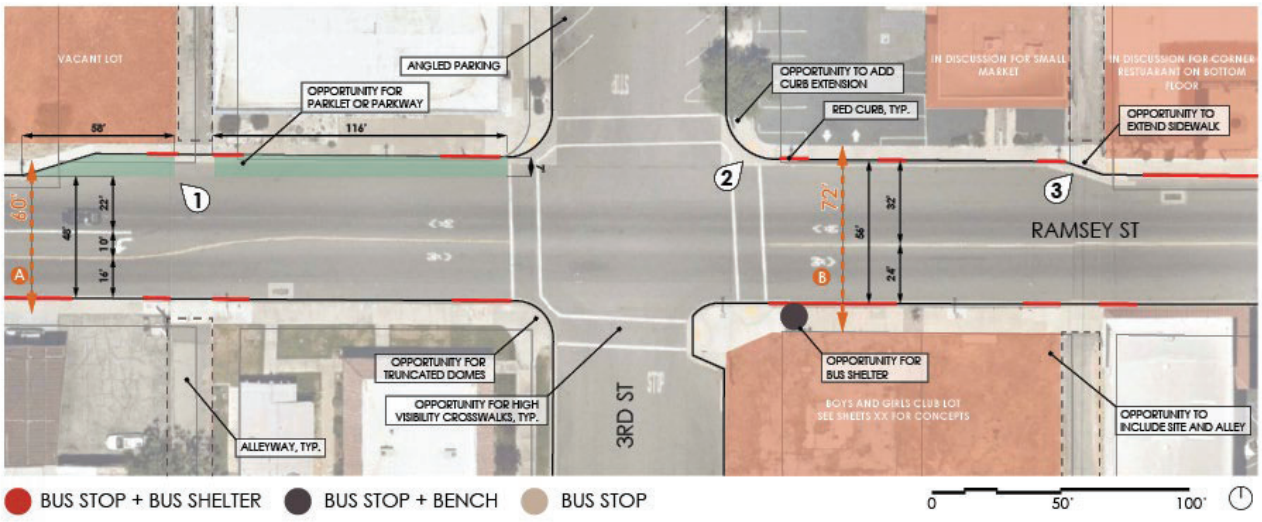
EXISTING CONDITIONS | BASE MAPPING



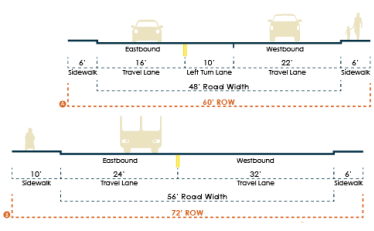




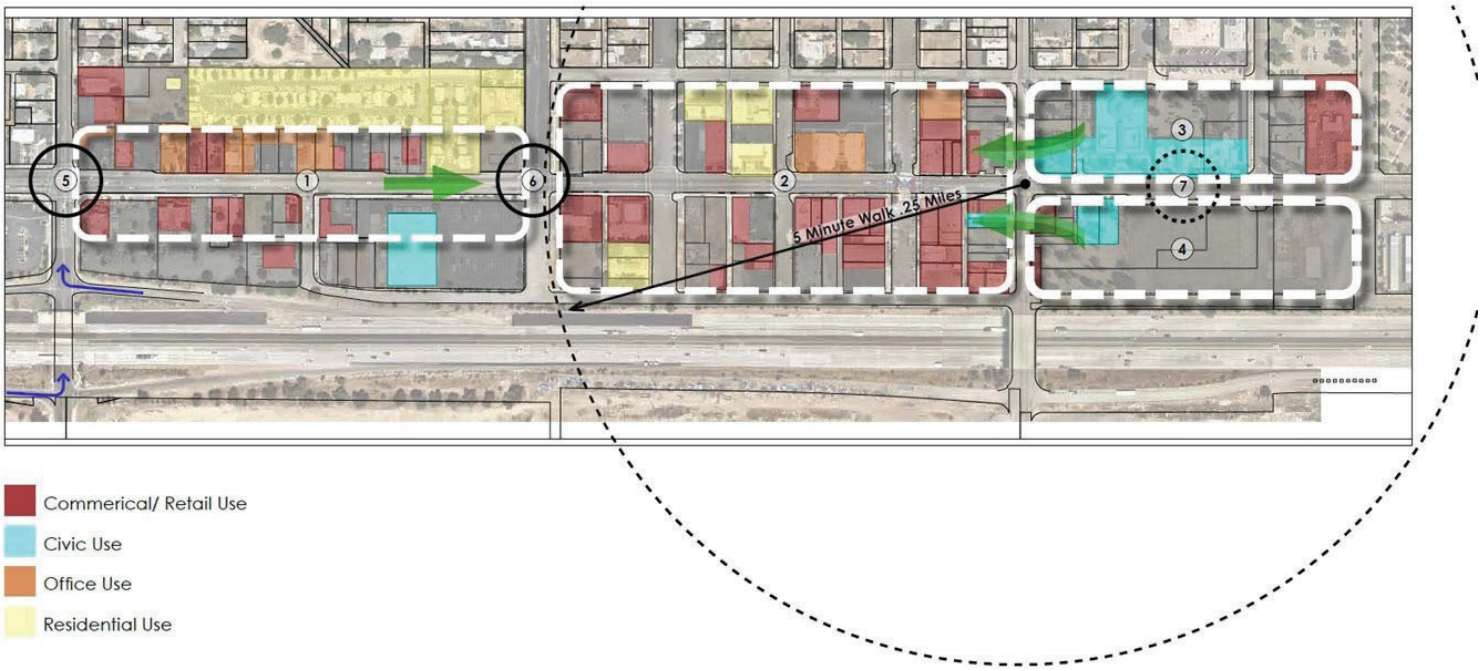
EXISTING CONDITIONS | OPPORTUNITIES & CONSTRAINTS





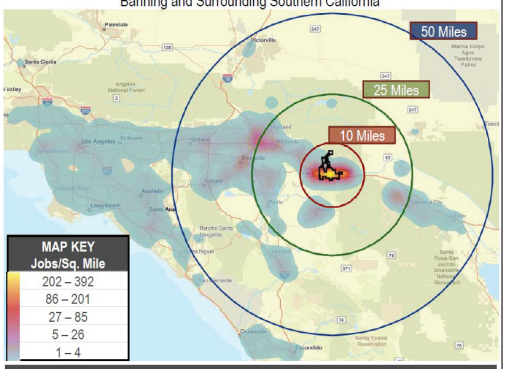


EXISTING CONDITIONS | URBAN REALM



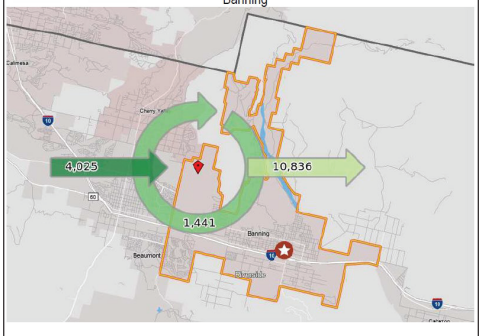
EXISTING CONDITIONS | MARKET ANALYSIS

Employment Locations of Residents, 2019
Banning and Surrounding Southern California



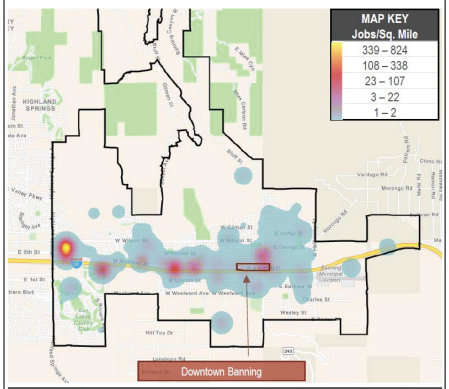
COMMUTE DISTANCE OF BANNING RESIDENTS	COUNT	SHARE
TOTAL PRIMARY JOBS	**12,277**	**100%**
Less than 10 miles	3,160	25.7%
10 to 24 miles	2,317	18.9%
25 to 50 miles	3,055	24.9%
Greater than 50 miles	3,745	30.5%

Work Patterns, 2019
Banning



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%

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%



CONCEPTUAL DESIGNS

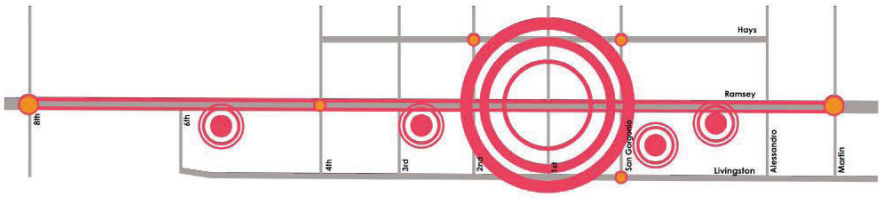
Public Realm, Mobility, and Land Use

Banning Downtown Revitalization and Complete Streets Plan

CONCEPTUAL APPROACHES

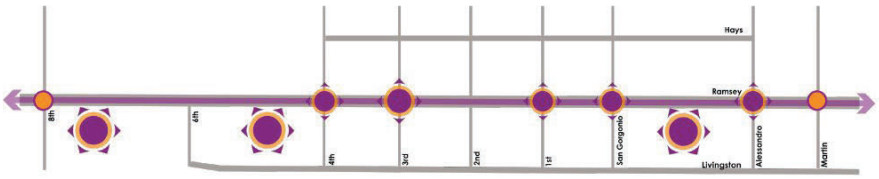
Alternative 1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



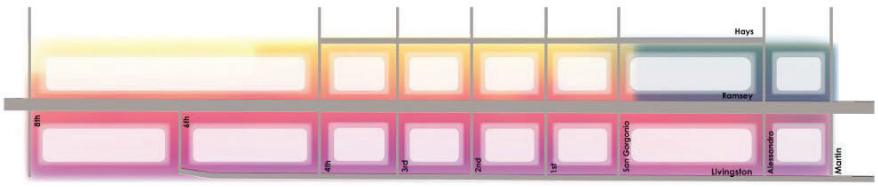
Alternative 2: Park + Play

GREAT HUBS, ACTIVE SPACES



Alternative 3: Gradient

LIVE/WORK BANNING; BLURRING THE LINES



PUBLIC REALM | CONCEPTS

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

MOBILITY| 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

LAND USE | 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

59

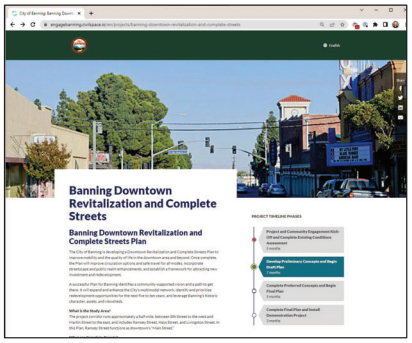
COMMUNITY INPUT

Banning Downtown Revitalization and Complete Streets Plan

COMMUNITY INPUT | OUTREACH

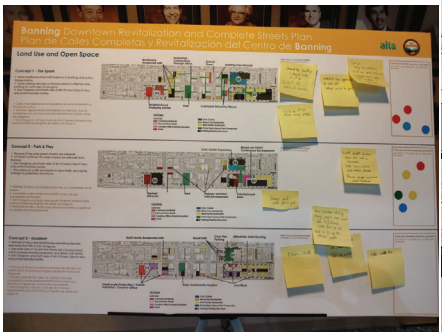
- Community Events
- Downtown Businesses
- Flyers
- School Pickups
- Stakeholder Advisory Group
- Surveys
- Walk Audits
- Website
- Workshops



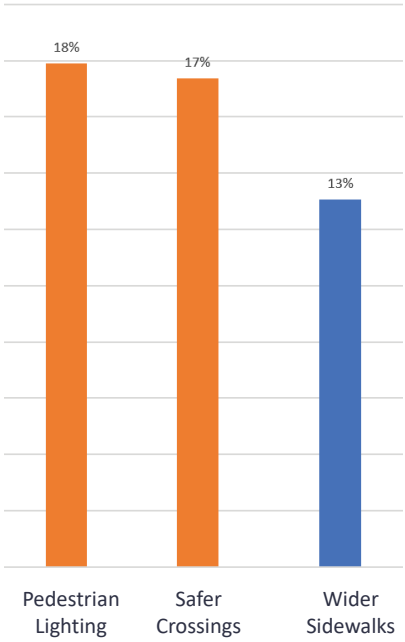
bit.ly/banningcompletestreets

COMMUNITY INPUT | WORKSHOPS

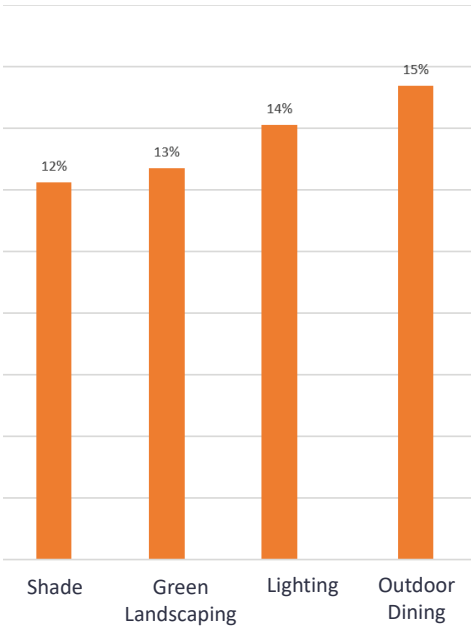

COMMUNITY INPUT | WALKING/BIKING/ROLLING DOWNTOWN

What would make you feel more comfortable or safer walking, biking, rolling, or taking transit downtown?



COMMUNITY INPUT | STREETSCAPE

Which of the following streetscape amenities would you like to see in downtown Banning?



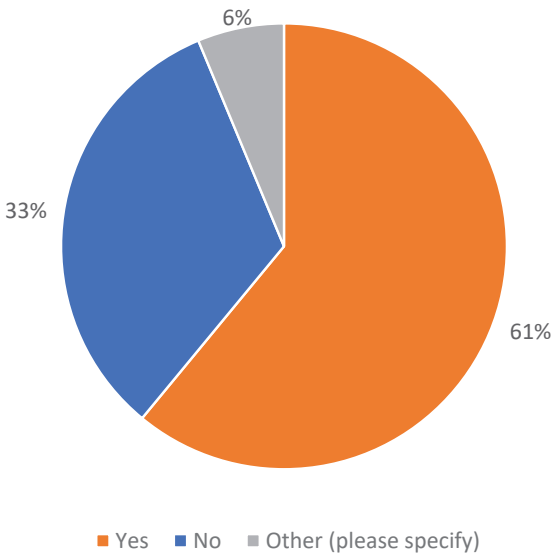
COMMUNITY INPUT | BUSINESSES

Are there any services or types of businesses you want to see in Downtown Banning?



COMMUNITY INPUT | PARKING

Generally, would you be willing to lose parking space options in downtown Banning if it meant walking and biking facilities were improved?



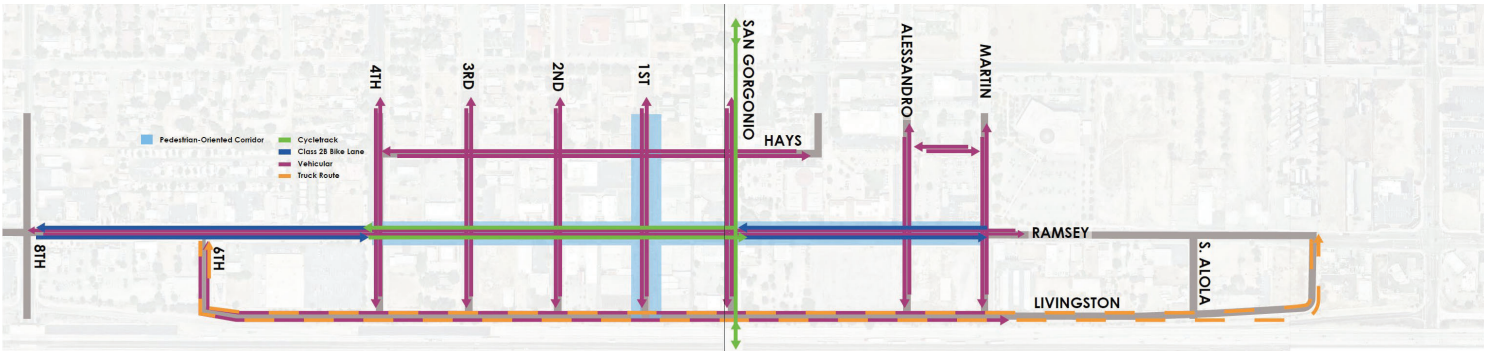
The Spark

Restoring Downtown as the Heart of the Community

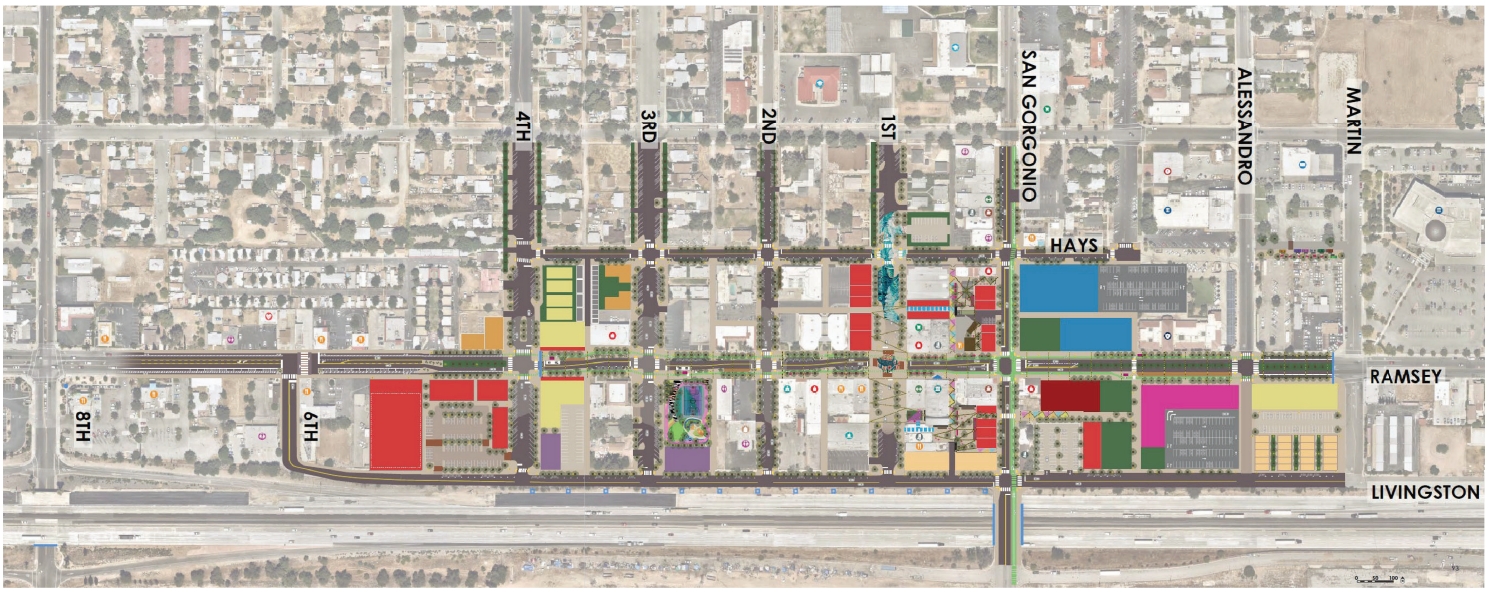
Banning Downtown Revitalization and Complete Streets Plan

THE SPARK | KEY DESIGN MOVES

THE SPARK | CIRCULATION



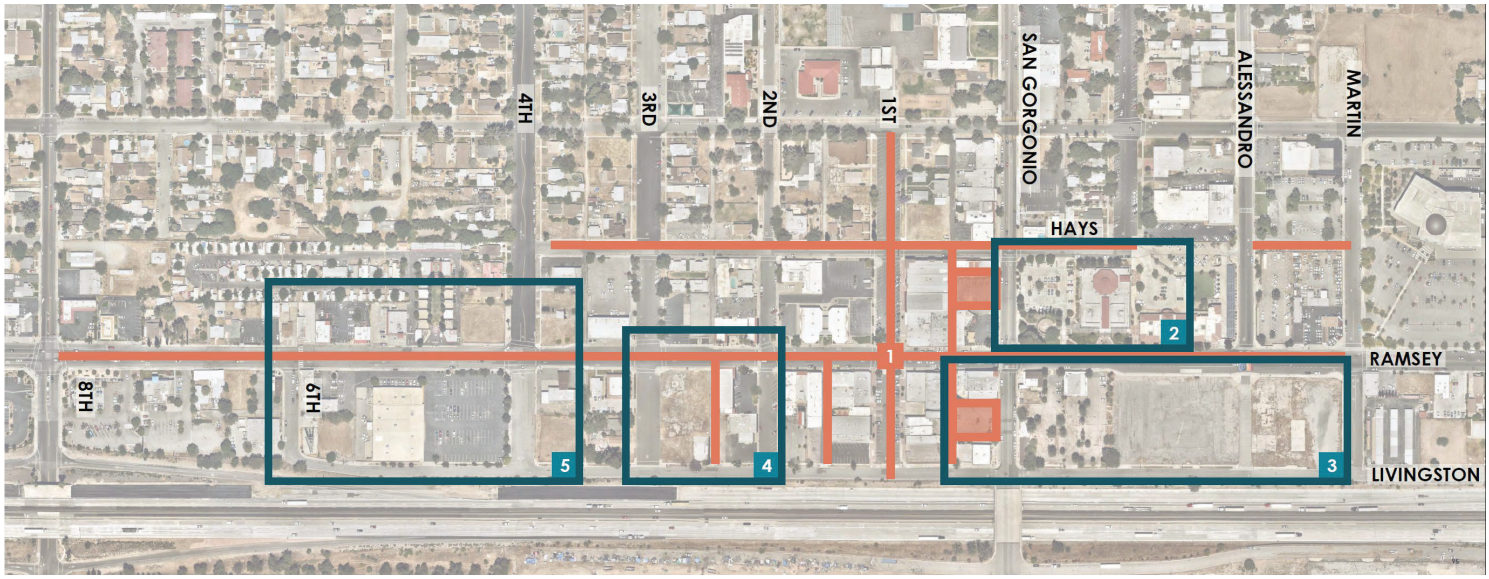
THE SPARK | FULL CONCEPT PLAN



THE SPARK | LOOK AND FEEL

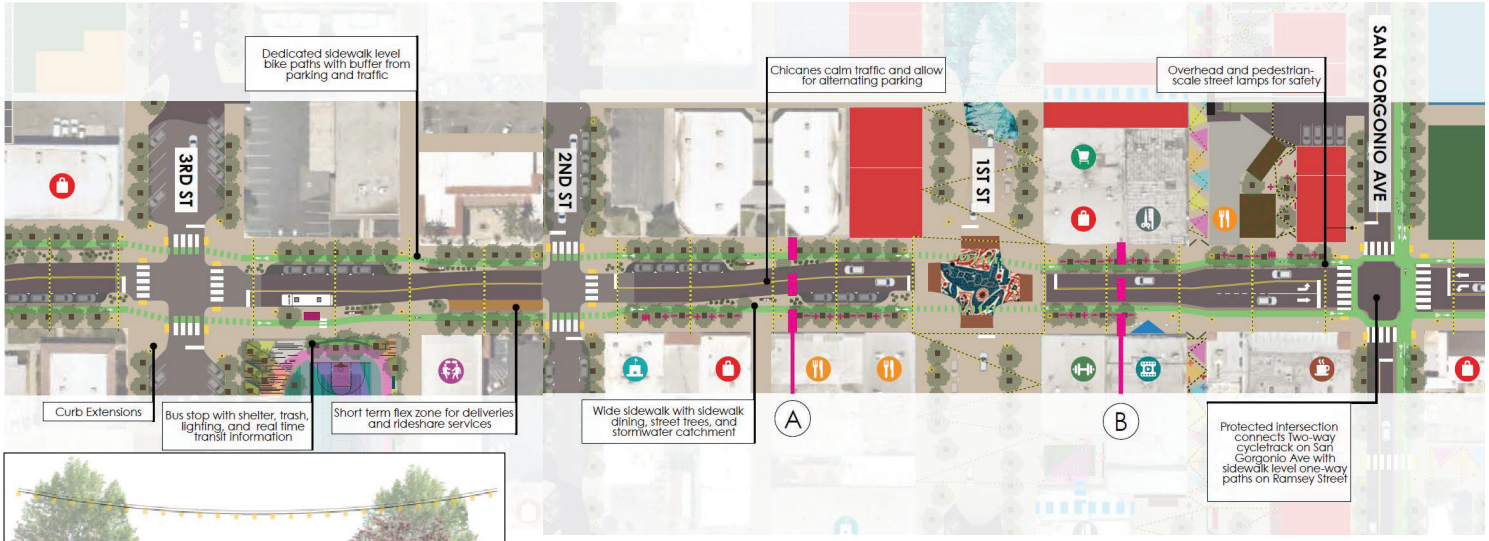
THE SPARK | LOOK AND FEEL

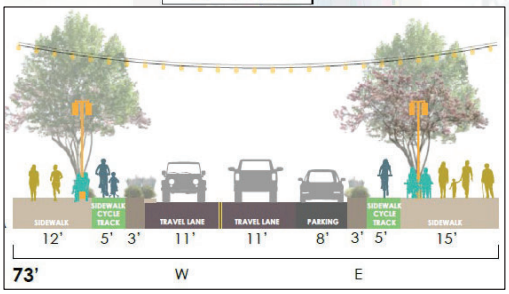
THE SPARK | AREAS OF FOCUS



1. Ramsey + 1st
2. Civic Center
3. South East Lot
4. City Park
5. Shopping Center

THE SPARK | RAMSEY STREET

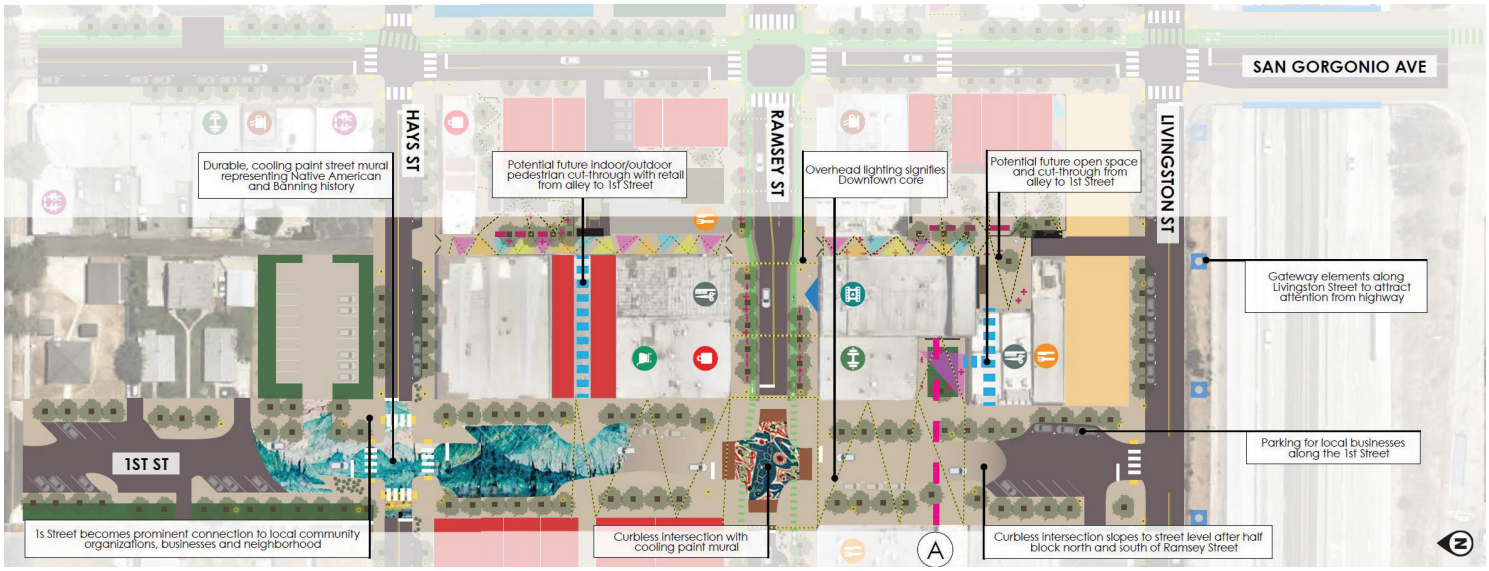




THE SPARK | RAMSEY STREET - PRECEDENT IMAGERY



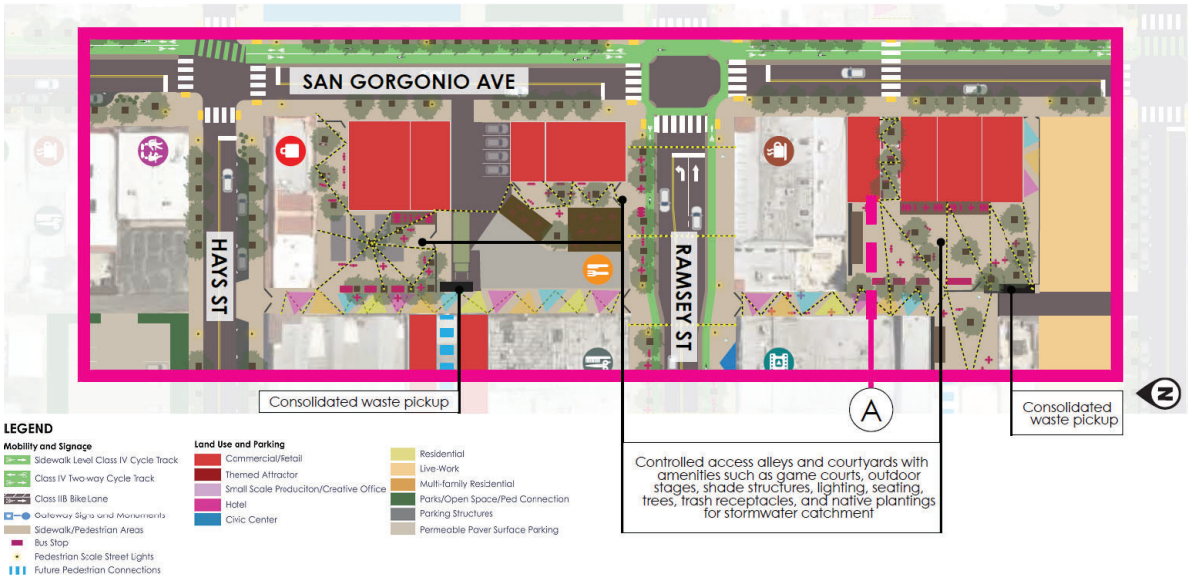
THE SPARK | FIRST STREET



THE SPARK | FIRST STREET - PRECEDENT IMAGERY

THE SPARK | FIRST + RAMSEY – CONCEPTUAL VISION

THE SPARK | ALLEYS



THE SPARK | ALLEYS – PRECEDENT IMAGERY



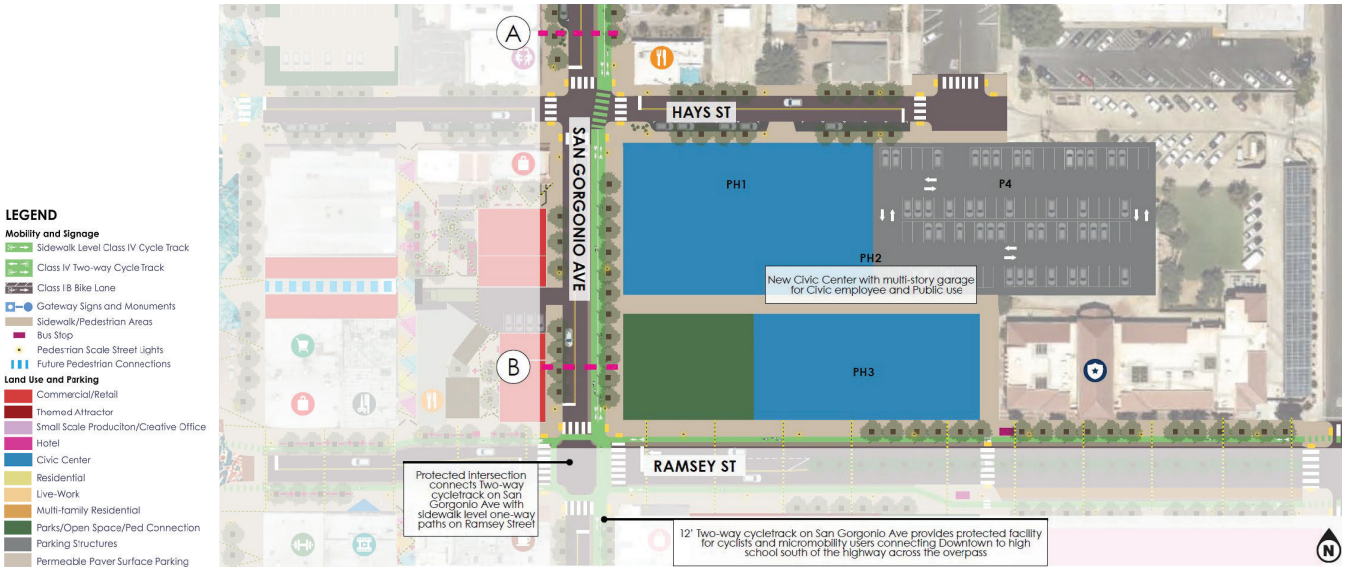
THE SPARK | ALLEYS – CONCEPTUAL VISION



THE SPARK | ALLEYS – CONCEPTUAL VISION



THE SPARK | CIVIC CENTER



THE SPARK | CIVIC CENTER – PRECEDENT IMAGERY



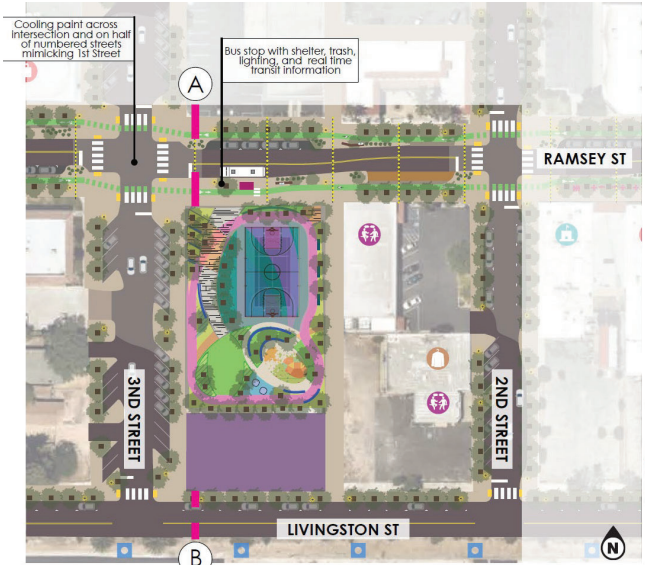
THE SPARK | CIVIC CENTER – CONCEPTUAL VISION

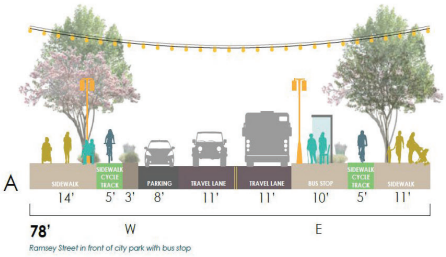
THE SPARK | SOUTH EAST LOT

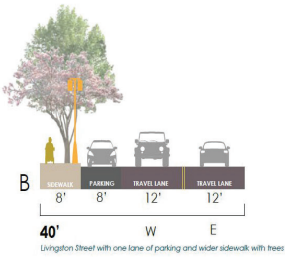
THE SPARK | SOUTH EAST LOT – PRECEDENT IMAGERY



THE SPARK | CITY PARK

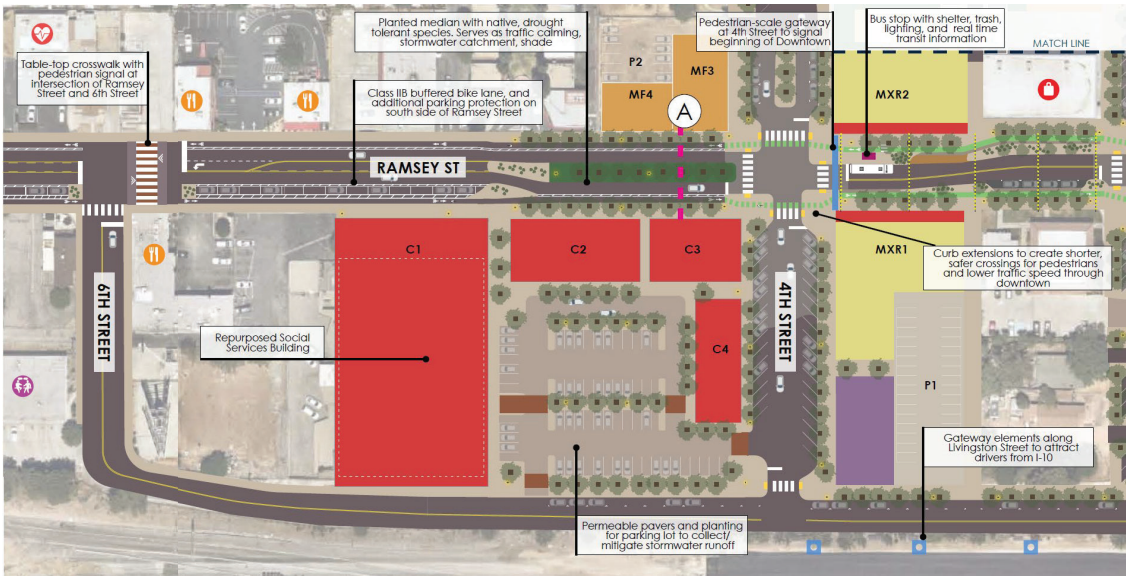








THE SPARK | SHOPPING CENTER



THE SPARK | SHOPPING CENTER – PRECEDENT IMAGERY



THE SPARK | SHOPPING CENTER – CONCEPTUAL VISION



THE SPARK | SCAG GO HUMAN DEMONSTRATIONS

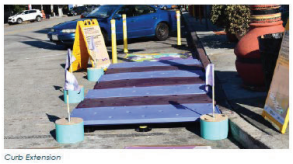

Popup areas

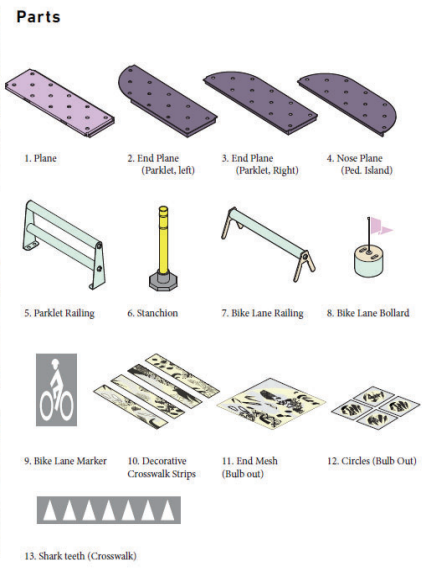

Popup areas

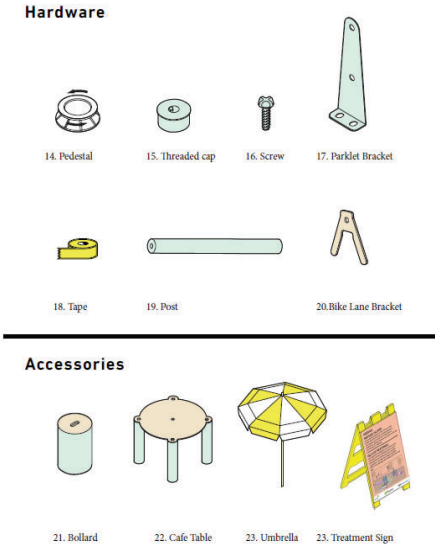

Decorative Crosswalk Strips


Parklet

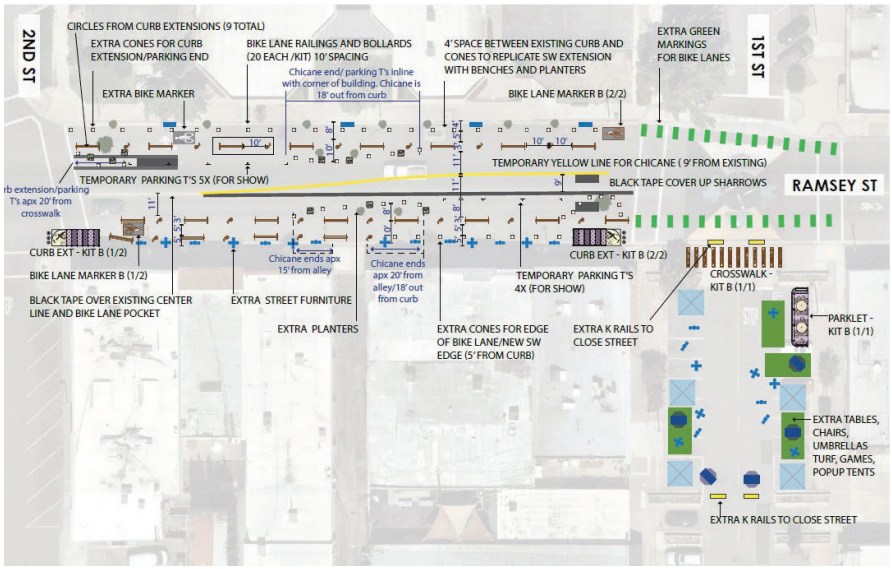

Bike Lane


Curb Extension



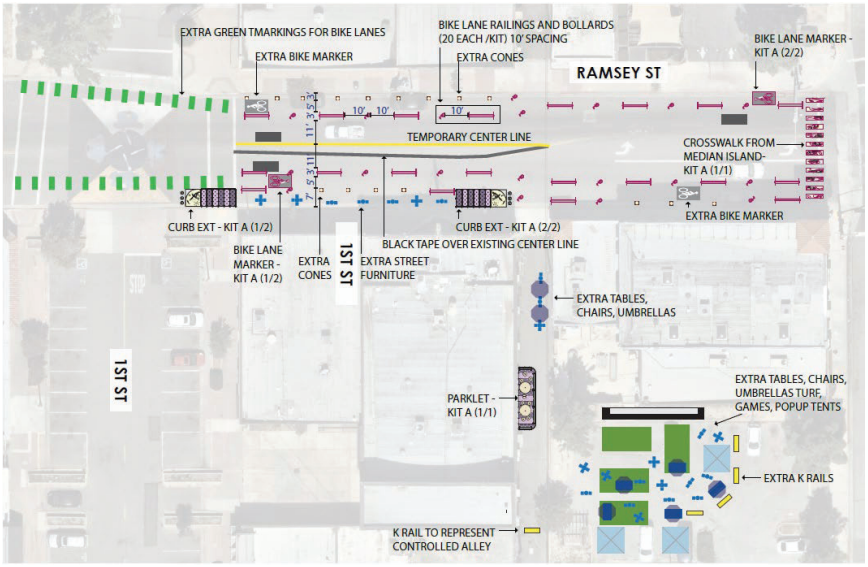


THE SPARK | SCAG GO HUMAN DEMONSTRATIONS



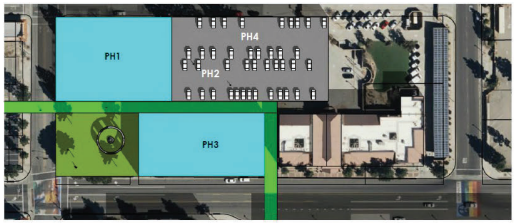
FIRST AND RAMSEY

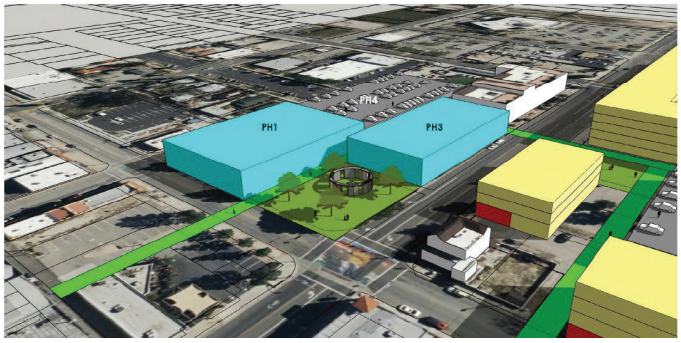
THE SPARK | SCAG GO HUMAN DEMONSTRATIONS



ALLEY AND RAMSEY

THE SPARK| OPPORTUNITY SITES – CIVIC CENTER





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**

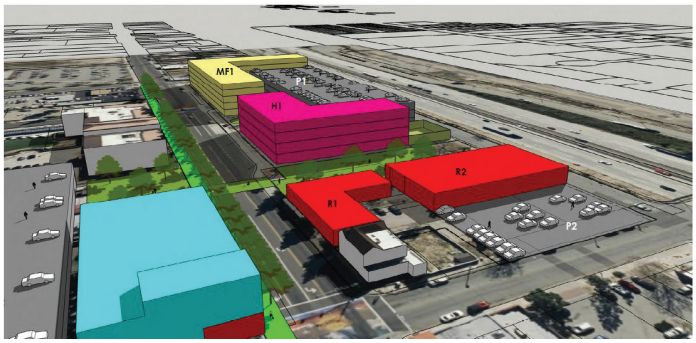
PH2 PHASE 2:
Demolish existing City Hall

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**

THE SPARK| DEVELOPMENT SCENARIOS – SOUTH EAST LOT





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**

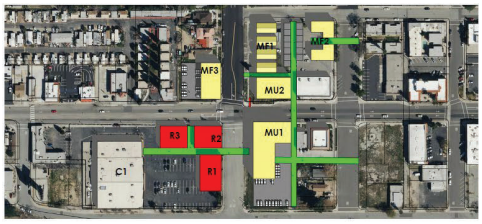
P1 PARKING GARAGE:
- Parking Area: 53,787 SF
- Parking Spaces Per Floor: 165
- Floors: 3
- **Total Parking Spaces: 495**

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**

THE SPARK| DEVELOPMENT SCENARIOS – SHOPPING CENTER





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**

THE SPARK | IMPLEMENTATION – PROJECT PRIORITIZATION

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

THE SPARK | IMPLEMENTATION – GRANTS AND FUNDING

		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
	Pilot projects								■				
	Parking signage												
	Shared 1st Street			■	■	■	■		■				■
A	Controlled alleys	■	■	■	■		■	■		■	■		■
	Lighting across Ramsey and 1st St		■		■								
	Wayfinding		■										
	Bus stop improvements		■		■	■				■	■	■	
	Courtyards	■	■	■	■		■		■				■
B	Gateways						■						
	3rd Street park		■						■				
	Post Office linear park		■	■	■		■		■				■
	Ramsey Complete Street- Martin St to 8th St	■	■	■	■	■	■			■	■	■	■
	San Gorgonio Ave two-way cycletrack	■	■	■	■	■	■			■	■	■	■
	San Gorgonio Protected Intersection	■	■	■	■	■	■			■	■	■	■
C	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			■				■					■

THE SPARK | IMPLEMENTATION – GRANTS AND FUNDING

					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)
	Pilot projects		■			■	■	■					■	
	Parking signage			■		■	■	■						
	Shared 1st Street	■				■	■	■			■		■	■
A	Controlled alleys			■	■		■			■				
	Lighting across Ramsey and 1st St			■	■		■							
	Wayfinding	■		■			■					■		
	Bus stop improvements	■		■		■	■	■	■		■			■
	Courtyards			■	■		■							
B	Gateways						■							
	3rd Street park				■		■							
	Post Office linear park						■							
	Ramsey Complete Street- Martin St to 8th St	■		■		■	■	■	■		■	■	■	■
	San Gorgonio Ave two-way cycletrack	■				■	■	■	■	■	■	■	■	■
	San Gorgonio Protected Intersection	■				■	■	■	■		■	■	■	■
C	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				■		■							

Thank you!

Tim Bevins
Alta Planning + Design
timbevins@altago.com

ITEM 9.1 – UPDATE ON GRANTS FOR REPPLIER PARK PLAYHOUSE BOWL AMPHITHEATER

Ralph Wright – Parks and Recreation Director

City Council December 12, 2023

Playhouse Bowl Amphitheater uses





- Signature Event – Evening Concert Series
- Church Outreach and fellowship events
- School Graduations and parties
- Community Events
- Private Rentals

Playhouse Bowl Amphitheater – Needed improvements – Smaller projects

- Small maintenance items
  - Stage – Seating Area – ongoing graffiti – vandalism issues
- Concrete Work
  - Dance Area in front of Stage
  - Aggregate Perimeter Barriers
- Electrical and Lighting
  - Ambient lighting - String Lights, street lights
  - Uplighting
  - Bleacher Seating



Playhouse Bowl Amphitheater – Needed improvements – Larger Projects?

- Building improvements
  - Interior Redesign
  - Restroom improvements
- Shade Installation



Potential grants for Playhouse Bowl Submitted Applications

- Climate Resiliency grant – Parks and Recreation Master Plan
- Urban Greening Grant – Repplier Park Improvements – Playhouse Shade
- Outdoor Equity Grant – Round # 2

Potential grants for Playhouse Bowl

- State Grants – Infrastructure Improvements
  - Land and Conservation
  - Clean California
- Arts Endowments / Foundations –
  - Partner – Non-profits - programming
- Corporate Giving Programs
- Sponsorship and Naming Rights Opportuntiies



Ralph Wright

Parks and Recreation Director

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Cheryl Stafford, Finance Manager**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **January 9, 2024**

SUBJECT: **Accounts Payable and Payroll Warrants Issued in the Month of November 30, 2023**

RECOMMENDATION:

Review and ratify the warrants for period ending November 30, 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	189068-189487	$1,971,279.00	
Voided/Reissue Check		$ 0.00	
Check Total			**$1,971,279.00**
Wires Total	1130-1131		**$1,521,638.04**
ACH Payments:	9007709-9007731		
Payroll Direct Deposit	11/03/2023	$ 586,249.41	
Payroll Direct Deposit	11/17/2023	$ 610,993.25	
Other Payments		$1,166,799.74	
ACH Total			**$2,364,042.40**
Payroll Checks:	13299-13322		
Payroll-Regular	11/03/2023	$ 2,863.69	
Payroll-Regular	11/17/2023	$ 2,977.58	
Payroll Check Total			**$ 5,841.27**

Total Warrants Issued for November 2023			**$5,862,800.71**

FISCAL IMPACT:

No fiscal impact.

ALTERNATIVES:

Approve and ratify the warrants for period ending November 30, 2023.

ATTACHMENTS:

1. Attachment 1 - Fund List 10.11.23.pdf
2. Attachment 2-Warrant Report November 2023.pdf
3. Attachment 3-Warrant Report Detail November 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 November 2023

Warrant Number	Vendor Name	Warrant Amount
1130	U.S. BANK	511,521.88
1131	RIVERSIDE PUBLIC UTILITIES	1,010,116.16
189068	AL'S KUBOTA TRACTOR	1,858.28
189069	ALBRIGHT, DILLON	2,500.00
189070	ALLSTAR FIRE EQUIPMENT, INC.	1,086.24
189071	AMAZON BUSINESS	531.81
189072	ARAMARK UNIFORM & CAREER APPAREL	82.09
189073	AT&T MOBILITY LLC	2,879.56
189074	AVILA, SOL	51.00
189075	BABCOCK LABORATORIES, INC	2,066.94
189076	BANNING VETERINARY HOSPITAL	475.30
189077	BEAUMONT BASIN WATERMASTER	2,591.70
189078	BEAUMONT DO IT BEST HOME CENTER	73.26
189079	BLUEBEAM, INC	2,340.00
189080	CA. ST. DEPT. OF FORESTRY	454.16
189081	CABALLERO, EDGAR	171.68
189082	CASC ENGINEERING AND CONSULTING INC	1,237.50
189083	CDW GOVERNMENT, INC	455.85
189084	CELL BUSINESS EQUIP-LEASING	1,034.90
189085	CINTAS CORPORATION	1,662.91
189086	CLA-VAL	419.80
189087	CORE & MAIN, LP	11.30
189088	CUNNINGHAM-DAVIS CORP	431.13
189089	CYBERTEK COMPUTER & NETWORKING SVCS	62,590.73
189090	CYBERTIME NETWORK COMMUNICATIONS	7,797.00
189091	D&M JOB INC.	43.10
189092	DJ TONY	150.00
189093	DUDEK	30,554.70
189094	ELECTRIC POWER SYSTEMS INT, INC.	173,615.00
189095	ENGINEERING RESOURCES OF SO CA	90,147.80
189096	FALEN LAW OFFICES, LLC.	3,029.24
189097	FIGUEROA, ROBERT & MONIQUE	72.82
189098	FLYNN, SHERI	77.03
189099	FRONTIER COMMUNICATIONS	567.90
189100	FULLER, LUKE RANDALL	58.40
189101	GAS COMPANY, THE	507.81
189102	GAVARRETE &, MARIA M	77.62
189103	GOMEZ, CESAR	205.31
189104	GONZALES, REUBEN	85.81
189105	HADCO PROPERTIES, LLC	273.99
189106	HALL, TERRY & LAPORES	10.57
189107	HARTSELL, JENNIFER	11.05
189108	HEMET VALLEY TOOL, INC	2,163.04
189109	HENEISE, JOHN	2,400.00
189110	HOWELL, LINDA	900.00
189111	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,040.45
189112	ICMA RETIREMENT TRUST 457	364.32
189113	INNOVYZE, LLC	4,913.00
189114	INST OF DIVINE METAPHYSICAL	85.56
189115	IRON MOUNTAIN INFORMATION MGMT, LLC	132.36
189116	JAUREGUI, ROBERTO	0.00
189117	JOE A GONSALVES & SON	3,500.00
189118	KEN GRODY FORD REDLANDS	2,294.75
189119	LOERA, JACK	51.00

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
189120	MADHOUSE INV	283.89
189121	MARIPOSA LANDSCAPES, INC	14,005.95
189122	MICHAEL BAKER INTERNATIONAL, INC	10,140.00
189123	MIKE ROQUET CONSTRUCTION, INC.	1,221.50
189124	NATIONWIDE RETIREMENT SOLUTIONS	5,985.01
189125	NIETO, FRANCISCO	17.00
189126	OERTEL, ERICH	17.00
189127	PARKHOUSE TIRE, INC.	1,165.83
189128	PARS	313.34
189129	PARTS AUTHORITY	581.31
189130	PRESS-ENTERPRISE, THE	504.69
189131	QUINTON DIXON	1,634.83
189132	RAMSEY 1, LLC	1,375.34
189133	RECORD GAZETTE, THE	579.80
189134	REZENDES, DILLON	17.00
189135	RICHARDS WATSON GERSHON	64,825.14
189136	RINCON CONSULTANTS, INC.	936.25
189137	ROBERT HALF INTERNATIONAL	334.48
189138	RODRIGUEZ, ISAAC	60.60
189139	RODRIGUEZ, LUCIA	1,800.00
189140	RWC GROUP	239.64
189141	SAN BERNARDINO CO TREASURER	1,599.86
189142	SAN GORGONIO PASS WATER AGENCY	99,750.00
189143	SC FUELS	31,469.90
189144	SHELTON, KEVIN	900.00
189145	SHRED-IT USA, LLC	519.66
189146	SMITH, ROGER L & DIANA J	541.87
189147	SMITH, SAMMY DEAN	496.94
189148	SOFTWARE ONE, INC	2,053.70
189149	SOUTHERN CALIFORNIA EDISON	3,331.70
189150	STAPLES BUSINESS ADVANTAGE	252.14
189151	STARLITE MGMT III	198.74
189152	SWEET BABY BEANS CUSTOMS LLC	1,852.16
189153	SYNAGRO-WWT, INC	7,580.08
189154	TECHNOLOGY UNLIMITED INC	825.00
189155	TRENCH SHORING COMPANY	372.00
189156	TURNER, MICHAEL	115.37
189157	UNITED WATER WORKS, INC	848.83
189158	UTLEY, AMBER	120.00
189159	VACA, YVETTE	17.00
189160	VOLVO CONSTRUCTION EQUIPMENT & SALE	202.77
189161	WANG, JING	253.82
189162	WASTE MANAGEMENT 0F THE IE	13,827.80
189163	WEST COAST ARBORISTS, INC	4,000.00
189164	WESTERN WATER WORKS SUPPLY CO	27,159.14
189165	WILLDAN ENGINEERING	1,299.50
189166	WILLIAMS SCOTSMAN, INC	3,609.62
189167	XENIA PACIFIC, INC	425.61
189168	YIP, TIMMY	106.04
189169	888 PROPERTY MANAGEMENT	175.68
189170	ALBERT A. WEBB ASSOCIATES	9,238.75
189171	ALLGOOD DRIVING SCHOOL, INC	163.80
189172	ALTA PLANNING + DESIGN INC	76,755.39
189173	AMAZON BUSINESS	119.93

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
189174	ARAMARK UNIFORM & CAREER APPAREL	2,607.87
189175	ARCE, PAUL	224.00
189176	ARTISTIC MAINTENANCE, INC.	4,092.00
189177	AUTOMATED GATE SERVICES, INC.	3,209.00
189178	AVILA, SOL	300.00
189179	AYLE, DWIGHT	2,400.00
189180	BABCOCK LABORATORIES, INC	1,108.00
189181	BANNING BEAUMONT PILATES & FITNESS	21.00
189182	BANNING GLASS MIRROR & SCREEN	732.18
189183	BANNING POLICE OFFICERS ASSOC.	2,610.30
189184	BEAUMONT DO IT BEST HOME CENTER	381.99
189185	BEAUMONT, CITY OF	413.00
189186	BENHAR, DIANA T	175.00
189187	BENTLEY SYSTEMS, INC	3,900.00
189188	CALIFORNIA LAW ENFORCE ASSN	891.00
189189	CAMPA, ERIC	702.54
189190	CANON FINANCIAL SERVICES, INC	552.53
189191	CDW GOVERNMENT, INC	2,231.00
189192	CELL BUSINESS EQUIPMENT (CBE)	2,622.18
189193	CINTAS CORPORATION	1,747.25
189194	CITY OF BANNING (BNG)	395.14
189195	CIVICPLUS	2,872.11
189196	CLA-VAL	3,405.58
189197	CLAVELOT, KAREN	1,200.00
189198	CONSOLIDATED ELECTRICAL	694.46
189199	COUNTY OF RIVERSIDE DOEH	8,611.27
189200	DIAMOND ENVIRONMENTAL SERVICES	305.60
189201	ELITE FIRE PROTECTION, INC	471.89
189202	ENTERPRISE FM TRUST	21,155.15
189203	ENTERPRISE RENT-A-CAR	314.68
189204	MCCOY-TORRES, LYNETTE	52.50
189205	EXECUTIVE FACILTIES SERVICES INC	15,187.69
189206	FAST LUBE & TUNE	69.99
189207	FISHER, ROBERT	68.00
189208	FUN EXPRESS	952.76
189209	GALLS, LLC	284.16
189210	GAS COMPANY, THE	87.01
189211	GONZALEZ, GENE	599.06
189212	GRAINGER	57.08
189213	HERNANDEZ, CARLA	805.00
189214	HOME DEPOT #8987	917.51
189215	HUERTA JR., GILBERT	402.50
189216	I.B.E.W. LOCAL 47	10,428.38
189217	I.B.E.W. LOCAL 47 (PAC)	40.00
189218	IMPERIAL SUPPLIES, LLC	113.40
189219	INFOSEND, INC	1,592.23
189220	JACKSON, DAVID	420.00
189221	JACKSON, JOHN H.	231.00
189222	JOHNSON, WILLIAM	420.00
189223	KOLLER, MARIE	27.30
189224	LAW OFFICES OF KELLY AVILES	66,000.00
189225	MILSOFT UTILITY SOLUTIONS, INC	1,929.00
189226	MOBILE TURTLE FLEET & AUTO DETAIL	270.00
189227	MORGAN, DEIDRA J	140.00

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
189228	MYERS & SONS HI-WAY SAFETY INC.	274.85
189229	NAPA AUTO PARTS	105.41
189230	NHA ADVISORS, LLC	1,168.75
189231	O'REILLY AUTO PARTS	82.49
189232	PACKHAM & TOOMEY, INC	500.00
189233	PARKHOUSE TIRE, INC.	326.79
189234	PARTS AUTHORITY	987.35
189235	PULVER, JODEANE V	171.50
189236	QUINN COMPANY	755.55
189237	RECORD GAZETTE, THE	738.86
189238	ROCKWELL, AMBER	251.75
189239	ROEBUCK, ALYSSA	17.00
189240	SAN BERNARDINO PUBLIC EMPLOYEES	2,397.69
189241	SCA OF CA, LLC	10,080.00
189242	SCCI, INC DBA	250.00
189243	SHRED-IT USA, LLC	155.88
189244	SILVER & WRIGHT, LLP	18,220.40
189245	SMART & FINAL	107.94
189246	SO CAL WEST COAST ELECTRIC, INC	395.96
189247	SOUTHERN CALIFORNIA EDISON	91.89
189248	SOUTHERN CALIFORNIA EDISON COMPANY	75,000.00
189249	STAPLES BUSINESS ADVANTAGE	791.76
189250	TOM BELL CHEVROLET	709.30
189251	TOP-LINE INDUSTRIAL SUPPLY, LCC	50.88
189252	TRENCH SHORING COMPANY	1,800.00
189253	U.S. BANK	5,500.00
189254	UNDERGROUND SERVICE ALERT	185.28
189255	VULCAN MATERIALS	2,779.24
189256	WILBUR'S POWER EQUIPMENT	965.30
189257	WILLIAMS, KAYLA	122.50
189258	WITTMAN ENTERPRISES, LLC	3,162.00
189259	XENIA PACIFIC, INC	107.75
189260	YOUNG, CARLA	251.75
189261	ALBERT A. WEBB ASSOCIATES	12,538.21
189262	AMAZON BUSINESS	92.08
189263	AMERICAN FIDELITY ASSURANCE	9,177.66
189264	AMERICAN FORENSIC NURSES	1,046.34
189265	ANIXTER, INC	81,131.56
189266	ARAMARK UNIFORM & CAREER APPAREL	97.47
189267	AT&T CALNET 2	1,113.85
189268	AUER, WILLIAM	12.75
189269	BABCOCK LABORATORIES, INC	7,338.00
189270	BANNING VETERINARY HOSPITAL	1,360.50
189271	BARBA ORTIZ &, JOSE DE JESUS	228.33
189272	BEAUMONT CHERRY VALLEY WATER	22,491.51
189273	BEAUMONT DO IT BEST HOME CENTER	188.76
189274	BIO-TOX LABORATORIES	689.00
189275	BLEVINS, SUSAN	1,200.00
189276	BURNHAM GIBSON WEALTH ADVISORS LLC	4,082.17
189277	CALIFORNIA DEPT. OF JUSTICE	25.00
189278	CALIFORNIA MUNICIPAL STATISTICS	550.00
189279	CALIFORNIA PEACE OFFICERS' ASSN	1,150.00
189280	CAMPA, ERIC	12.75
189281	CANON FINANCIAL SERVICES, INC	64.75

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
189282	CELL BUSINESS EQUIP-LEASING	1,139.03
189283	CELL BUSINESS EQUIPMENT (CBE)	77.75
189284	CHANDLER ASSET MANAGEMENT INC	1,983.30
189285	CINTAS CORPORATION	518.24
189286	COMDIRECT, INC	525.00
189287	CONSOLIDATED ELECTRICAL	188.56
189288	DAILEY, SANDRA	1,800.00
189289	E.R. BLOCK PLUMBING	7,020.00
189290	ELECTRIC POWER SYSTEMS INT, INC.	20,000.30
189291	FLYNN, SHERI	347.40
189292	FRONTIER COMMUNICATIONS	1,483.56
189293	GALLS, LLC	731.54
189294	GARDA CL WEST INC	1,315.95
189295	GEAR GRID LLC	7,395.00
189296	GHJ ADVISORS	53,733.00
189297	GRAINGER	109.75
189298	GREEN DREAM INTERNATIONAL LLC	1,052.46
189299	HOME DEPOT #8987	97.65
189300	HOVIS, JEANNIE	2,400.00
189301	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,020.14
189302	ICMA RETIREMENT TRUST 457	364.32
189303	INFOSEND, INC	5,276.37
189304	KEN GRODY FORD REDLANDS	705.03
189305	LOADER, MICHAEL	5,540.74
189306	LOPEZ, MARISOL	219.30
189307	MARIPOSA LANDSCAPES, INC	9,500.36
189308	MENDOZA, SAMUEL	12.75
189309	MITSUBISHI ELECTRIC & ELECTRONICS	341.67
189310	MIXON, FRANKLEN	12.75
189311	MORFORD, CHUCK	2,126.85
189312	NATIONAL BUSINESS FURNITURE, LLC	6,398.58
189313	NATIONWIDE RETIREMENT SOLUTIONS	5,557.86
189314	NIETO, FRANCISCO	12.75
189315	N2W ENGINEERING, INC	38,292.10
189316	OERTEL, ERICH	12.75
189317	PARKHOUSE TIRE, INC.	271.52
189318	PARS	193.08
189319	PARTS AUTHORITY	634.27
189320	PUBLIC AGENCY RETIREMENT SERVICES	300.00
189321	REAVIS CODE UTILITY SOLUTIONS, LLC	46,440.00
189322	ROJAS, HUMBERTO	30.57
189323	ROSE, RICHARD & SUZANNE	1,751.31
189324	SCHULZE, DOUG	31.23
189325	SGP DESIGN AND PRINT	457.94
189326	SHRED-IT USA, LLC	156.47
189327	SITEONE LANDSCAPE SUPPLY	148.99
189328	SNYDER, JOHN	1,800.00
189329	SO CAL JOINT POLE COMMITTEE	893.64
189330	SPEERS, TANNER	12.75
189331	STAPLES BUSINESS ADVANTAGE	270.18
189332	STATE OF CALIFORNIA DOJ	1,602.00
189333	SUN RIDGE SYSTEMS INC	25,049.00
189334	TIME WARNER CABLE (086811201)	95.01
189335	TIME WARNER/CHARTER	389.80

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
189336	TOM BELL CHEVROLET	495.87
189337	TOP-LINE INDUSTRIAL SUPPLY, LCC	30.96
189338	UNITED WATER WORKS, INC	104.47
189339	VACA, YVETTE	12.75
189340	VEOLIA WATER CONTRACT OPERATIONS US	73,434.00
189341	VERIZON WIRELESS SERVICES, LLC	9,281.76
189342	VIRTUAL PROJECT MANAGER, LLC	1,000.00
189343	WALLACE, COLLEEN	46.50
189344	WASTE MANAGEMENT OF THE IE	2,458.62
189345	WESTERN AUDIO VISUAL & SECURITY	22,472.65
189346	AILA, GREBELL	195.00
189347	AMAZON BUSINESS	165.63
189348	AUDELO, REBECCA	195.00
189349	BATDORF, JACQUELINE	97.50
189350	BECHTEL, PETRA	195.00
189351	BLACKWELL, CAROL	315.00
189352	BLEIER, TODD	195.00
189353	BOLIN, DIANA	195.00
189354	BOOTH, CATHY	195.00
189355	BUCKMAN, JACALYN	195.00
189356	CDW GOVERNMENT, INC	23.75
189357	CELL BUSINESS EQUIP-LEASING	821.50
189358	CORNELL, JOE	195.00
189359	CRAIN, MARK	195.00
189360	DE LA HOYA, JUAN	32.50
189361	DEGUZMAN, MILDRED	195.00
189362	DISTRICT ATTORNEY'S OFFICE	7,577.00
189363	ETHIER, GREG	195.00
189364	FLETCHER, TERRI	195.00
189365	GONZALEZ, ARMIDA	195.00
189366	HARRIS & COLLINS	1,403.21
189367	HAWK, MARGARET	150.00
189368	HEISS, SUZANNA	195.00
189369	KOLLER, MARIE	195.00
189370	KOSMONT & ASSOCIATES, INC	1,055.60
189371	LIEVANOS, MANUEL	97.50
189372	LOPEZ, RUBEN	195.00
189373	MACIEL, JOSE	195.00
189374	MASTEN, STAR	195.00
189375	MC ARRON, SUSAN	195.00
189376	MCFARLAND, DARLENE	195.00
189377	MEZA, TOMMY & GLORIA	195.00
189378	MOLINA, JUANA	195.00
189379	MORAN, GRISELDA	130.00
189380	MYERING, NEAL	195.00
189381	O'CONNELL, DONNA	195.00
189382	PATINO, JORGE	195.00
189383	RINALDI, LORETTA	195.00
189384	RIOS, BERTA	195.00
189385	RISCHARD, ROBERT	195.00
189386	ROCHA, MARGARET	195.00
189387	RODRIGUEZ, SANDRA	65.00
189388	SKINNER, DEBORAH & ROY	195.00
189389	SMITH, FRED	195.00

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
189390	STAPLES BUSINESS ADVANTAGE	43.05
189391	STONE, IDA	195.00
189392	TRI-GLOBAL TECHNOLOGIES, LLC	4,170.00
189393	URENA-PEREZ, RITA	195.00
189394	VELA, ARTURO M	195.00
189395	VIGILANT LLC	10,882.11
189396	WEBSTER, LON	315.00
189397	WILCE, MARLENE	150.00
189398	WISECARVER, COLLETTE	150.00
189399	XENIA PACIFIC, INC	1,781.64
189400	YOUNG, CHRISTY	195.00
189401	ZOELLER, SUSAN	195.00
189402	AFLAC BENEFITS SOLUTIONS	7,330.98
189403	AMAZON BUSINESS	2,444.57
189404	ANIXTER, INC	66.59
189405	ARAMARK UNIFORM & CAREER APPAREL	1,048.72
189406	ARTISTIC MAINTENANCE, INC.	209.32
189407	BANNING VETERINARY HOSPITAL	3,199.80
189408	BARBARA SINATRA CHILDREN'S CENTER	231.00
189409	BEAUMONT DO IT BEST HOME CENTER	221.26
189410	BEAUMONT, CITY OF	826.00
189411	BEST DRILLING AND PUMP INC	21,375.00
189412	BLAIS & ASSOCIATES, LLC	13,437.67
189413	CANON FINANCIAL SERVICES, INC	1,721.37
189414	CASC ENGINEERING AND CONSULTING INC	2,111.25
189415	CDW GOVERNMENT, INC	4,967.57
189416	CICCS	2,023.14
189417	CINTAS CORPORATION	1,170.17
189418	CITY OF BANNING (BNG)	185.89
189419	CITY OF BANNING UTILITIES	623.16
189420	CLEAN ENERGY	1,056.30
189421	COLLINS, ELIZABETH	195.00
189422	CORE & MAIN, LP	6,333.56
189423	CREATIVE BUS SALES INC	599.98
189424	D&M JOB INC.	232.74
189425	DELTA DENTAL INSURANCE COMPANY	885.61
189426	DISH NETWORK SVC LLC	4.56
189427	ENTERPRISE RENT-A-CAR	449.07
189428	EVERBRIDGE, INC	5,040.00
189429	FEDEX	76.02
189430	FIRST AMERICAN TITLE COMPANY	400.00
189431	FRONTIER COMMUNICATIONS	4,630.99
189432	GAS COMPANY, THE	203.66
189433	GONZALES, REUBEN	26.20
189434	GRAINGER	377.81
189435	HAAKER EQUIPMENT COMPANY	1,604.53
189436	HALLOCK, DENNIS	195.00
189437	HOME DEPOT #8987	705.64
189438	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,057.04
189439	ICMA RETIREMENT TRUST 457	364.32
189440	IMPERIAL SUPPLIES, LLC	285.19
189441	INFOSEND, INC	881.35
189442	INNOVATIVE FEDERAL STRATEGIES	4,500.00
189443	JOE A GONSALVES & SON	3,500.00

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
189444	JOHNSON, EVELYN	195.00
189445	KEN GRODY FORD REDLANDS	5,393.13
189446	KV'S FLOORING	11,192.53
189447	MARIPOSA LANDSCAPES, INC	10,291.52
189448	MEGATRONICS INTERNATIONAL CORP	2,945.00
189449	MICHAEL BAKER INTERNATIONAL, INC	2,970.00
189450	MY COI LLC	1,600.00
189451	NATIONWIDE RETIREMENT SOLUTIONS	4,931.01
189452	O'REILLY AUTO PARTS	41.90
189453	ORACLE AMERICA INC	20,911.79
189454	PACKHAM & TOOMEY, INC	260.00
189455	PARKHOUSE TIRE, INC.	838.70
189456	PARS	168.76
189457	PARTS AUTHORITY	53.06
189458	PITTMAN, DAVID	195.00
189459	PRE-PAID LEGAL SERVICES, INC	959.76
189460	RACEWAY FORD INC	4,855.35
189461	RINCON CONSULTANTS, INC.	2,574.00
189462	RIVCO EMD	11,250.00
189463	RUELAS, ELIAS	195.00
189464	SANCHEZ, ALBERTO	564.15
189465	SATELLITE PHONE STORE	307.95
189466	SC FUELS	33,037.01
189467	SCPPA	3,020.60
189468	SOFTWARE ONE, INC	1,219.89
189469	SOUTHERN CALIFORNIA EDISON	2,371.96
189470	SOUTHERN CALIFORNIA EDISON COMPANY	13,137.00
189471	SOUTHERN CALIFORNIA GAS CO	27,265.98
189472	SOUTHWEST POWER POOL, INC	402.74
189473	STAPLES BUSINESS ADVANTAGE	2,059.22
189474	STEFFENS, JIM	300.00
189475	SUPERC AI INC	10,800.00
189476	TELEPACIFIC COMMUNICATIONS	3,623.43
189477	TEXAS LIFE INSURANCE COMPANY	6,448.77
189478	TIME WARNER CABLE	983.37
189479	TIME WARNER/CHARTER	65.42
189480	VIGILANT LLC	14,501.45
189481	VISION SECURITY SYSTEMS	428.00
189482	VISTA PAINT	959.36
189483	WALLACE, COLLEEN	65.10
189484	WILLIAMS SCOTSMAN, INC	3,555.76
189485	WRCOG	6,600.00
189486	XENIA PACIFIC, INC	58.19
189487	XYLEM DEWATERING SOLUTIONS, INC	560.00
9007709	WINDSTREAM SERVICES, LLC	1,114.11
9007710	WINDSTREAM SERVICES, LLC	1,087.34
9007711	CORPORATION SERVICE COMPANY	12.00
9007712	WELLS FARGO BANK	586,249.41
9007713	WELLS FARGO CARD SERVICES INC	57,041.00
9007714	CA. ST. EMPLOYMENT DEV. DEPT.	43,185.02
9007715	INTERNAL REVENUE SERVICE	214,840.02
9007716	TASC	925.03
9007717	WELLS FARGO BANK	400.00
9007718	CALIFORNIA, STATE OF	7,479.00

City of Banning
Warrant List November 2023

Warrant Number	Vendor Name	Warrant Amount
9007719	CA. ST. PUBLIC EMPLOYEES	169,663.88
9007720	CA. ST. PUBLIC EMPLOYEES	6,372.21
9007721	CALPERS 457 PLAN - 450260	38,497.55
9007722	CORPORATION SERVICE COMPANY	6.00
9007723	CA. ST. PUBLIC EMPLOYEES	155,940.23
9007724	WELLS FARGO BANK	610,993.25
9007725	CA. ST. EMPLOYMENT DEV. DEPT.	45,277.98
9007726	INTERNAL REVENUE SERVICE	215,796.60
9007727	TASC	925.03
9007728	WELLS FARGO BANK	400.00
9007729	CALPERS 457 PLAN - 450260	50,460.56
9007730	CA. ST. PUBLIC EMPLOYEES	157,157.62
9007731	CA. ST. PUBLIC EMPLOYEES	218.56
Grand Total		5,857,154.44

Less Voided / Reissued Checks from Prior Period	-
Less Voided Checks Prior Period	(195.00)
Add Payroll Checks	5,841.27
Total Remittance for Month	5,862,800.71

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1130	11/15/2023	U.S. BANK	2421679		678-7000-473.62-18	INTEREST DUE ACCT#262685000	511,521.88
1131	11/20/2023	RIVERSIDE PUBLIC UTILITIES	283		670-7000-331.20-01	INTEREST REVENUE REVENUE REC'D IN OCT 2023	(3,530.85)
					670-7000-356.38-10	ENERGY REVENUE REVENUE REC'D IN OCT 2023	(204,077.61)
					670-7000-356.38-17	CRR REVENUE REVENUE REC'D IN OCT 2023	(3,737.30)
					670-7000-356.38-20	TRANS REVENUE REVENUE REC'D IN OCT 2023	(86,370.51)
					670-7010-473.27-09	S&D EXPENSE PAID DURING OCT 2023	4,150.00
					670-7010-473.27-50	CAPACITY EXPENSE PAID DURING OCT 2023	825,257.34
					670-7010-473.27-60	ENERGY EXPENSE PAID DURING OCT 2023	7,929.95
					670-7010-473.27-70	TRANS EXPENSE PAID DURING OCT 2023	457,098.79
					670-7010-473.33-02	LEGAL EXPENSE	13,396.35
189068	11/2/2023	AL'S KUBOTA TRACTOR	264131	032434	001-3600-461.30-06	NEW EQUIPMENT	1,858.28
189069	11/2/2023	ALBRIGHT, DILLON	TUITION FY24		680-8000-454.25-09	COMM DRIVING SCHOOL IBEW UTILITY MOU ALBRIGHT	2,500.00
189070	11/2/2023	ALLSTAR FIRE EQUIPMENT, INC.	251105	032537	660-6300-471.45-16	BASKET DIFFUSER	1,086.24
189071	11/2/2023	AMAZON BUSINESS	14JX-1C4Y-7J6P	032296	001-4000-461.36-09	HALLOWEEN DECOR	84.80
			1CW3-VDFY-CCC3	032299	001-1900-412.36-00	SHIPPING ADDRESS LABELS	8.61
			1D4P-9RPV-3HLW	032299	001-1910-412.36-00	KEYBOARD & MOUSE	72.19
			1N1V-WQ4W-CLDG	032294	670-7000-473.36-00	GEL PENS	18.09
			1PDR-NXG7-9DK6	032297	001-4050-461.36-00	SENIOR HALLOWEEN DECOR	134.03
			1WK4-6PYW-64PL	032296	001-4000-461.36-09	HALLOWEEN DECOR	33.18
			1X7Y-9GVN-7DX7	032297	001-4050-461.36-65	FABRIC MARKERS AND SUPPLI	180.91
189072	11/2/2023	ARAMARK UNIFORM & CAREER APPAREL	5880344944	032351	761-3110-480.25-02	FSR UNIFORMS 7/7/23	82.09
189073	11/2/2023	AT&T MOBILITY LLC	28733216011810		001-2200-421.26-05	MONTHLY SERVICES ACCT# 287332160118	1,206.90
			992351038101923		001-2200-421.26-05	MONTHLY SERVICES ACCT# FAN02391479	1,672.66
189074	11/2/2023	AVILA, SOL	MEALS 11/7-9		001-2200-421.23-06	INTERNAL AFFAIRS INVEST MEALS 11/7-9 S AVILA	51.00
189075	11/2/2023	BABCOCK LABORATORIES, INC	CI30744-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CI30745-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CI30841-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	1,066.94
			CI31174-0030	032373	660-6300-471.23-32	COLIFORMS	22.00
			CI31192-0030	032373	660-6300-471.23-32	COLIFORMS	22.00
			CI31194-0030	032373	660-6300-471.23-32	COLIFORMS	176.00
			CI31278-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CI31279-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CI31745-0030	032373	660-6300-471.23-32	WATER TESTING	56.00
			CI31752-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CI31753-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
189076	11/2/2023	BANNING VETERINARY HOSPITAL	816352		001-2300-424.33-90	MEDICAL EXAMINATION #2310120042 & #2310120055	475.30
189077	11/2/2023	BEAUMONT BASIN WATERMASTER	B-267		660-6300-471.42-43	ADMIN & TECH SUPPORT	2,591.70
189078	11/2/2023	BEAUMONT DO IT BEST HOME CENTER	535098	032277	001-4000-461.30-02	CEILING PANEL	73.26
189079	11/2/2023	BLUEBEAM, INC	1732231	032589	001-2800-441.30-17	ANNUAL SUBSCRIPTION FEE	259.97
					001-3000-442.30-17	ANNUAL SUBSCRIPTION FEE	1,299.87
					610-5800-434.89-48	ANNUAL SUBSCRIPTION FEE	130.10
					660-6300-471.89-49	ANNUAL SUBSCRIPTION FEE	325.03
					680-8000-454.90-49	ANNUAL SUBSCRIPTION FEE	325.03
189080	11/2/2023	CA. ST. DEPT. OF FORESTRY	0000001543017		001-3600-461.30-01	CREW WORK AUGUST 2023	454.16
189081	11/2/2023	CABALLERO, EDGAR	000106637		001-0000-218.22-22	UB CR REFUND-FINALS 000009840	171.68
189082	11/2/2023	CASC ENGINEERING AND CONSULTING INC	0049834	030724	001-2800-441.33-42	FOCUS AMEND-LAND USE 9/23	800.00
			0049860	032079	100-4900-431.90-10	CROSSING SAFETY DESIGN	437.50
189083	11/2/2023	CDW GOVERNMENT, INC	LV66398	032208	001-1910-412.89-48	CREDIT MEMO FOR BARBS RAM	(273.77)
			MF66160	032556	001-2200-421.36-01	FISHER COMPUTER	286.00
					001-2200-421.89-48	FISHER COMPUTER	443.62
189084	11/2/2023	CELL BUSINESS EQUIP-LEASING	5026499460	032577	705-4500-412.32-06	FPI MAILING EQUIPMENT - F	439.04
			5026893779	032577	705-4500-412.32-06	FPI MAILING EQUIPMENT	595.86
189085	11/2/2023	CINTAS CORPORATION	4168553695	032432	610-5800-434.25-02	TRANSIT UNIFORMS	10.62
			4168553848	032432	610-5800-434.25-02	TRANSIT UNIFORMS	105.16
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4169258558	032432	610-5800-434.25-02	TRANSIT UNIFORMS	10.62

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189085	45232	CINTAS CORPORATION	4169258744	032432	610-5800-434.25-02	TRANSIT UNIFORMS	105.16
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4169903296	032432	610-5800-434.25-02	TRANSIT UNIFORMS	10.62
			4169903340	032432	610-5800-434.25-02	TRANSIT UNIFORMS	112.57
					610-5850-434.25-02	TRANSIT UNIFORMS	3.37
			4170674890	032432	610-5800-434.25-02	TRANSIT UNIFORMS	105.16
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4170674904	032432	610-5800-434.25-02	TRANSIT UNIFORMS	10.62
			4170674924	032320	001-3600-461.25-02	PARK UNIFORMS 10/12/23	49.17
			4170674950	032321	001-4000-461.36-03	CLEANING CHEM 10/12/23	112.94
			4171303781	032432	610-5800-434.25-02	TRANSIT UNIFORMS	10.62
			4171303950	032432	610-5800-434.25-02	TRANSIT UNIFORMS	105.16
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4171303958	032320	001-3600-461.25-02	PARKS UNIFORMS 10/19/23	49.17
			4171304095	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICES	321.55
			4172025931	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4172026042	032432	610-5800-434.25-02	TRANSIT UNIFORMS	10.62
			4172026127	032432	610-5800-434.25-02	TRANSIT UNIFORMS	105.16
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4172026205	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	298.84
189086	11/2/2023	CLA-VAL	880420	032574	660-6300-471.45-08	FOOTHILL RESERVOIR	419.80
189087	11/2/2023	CORE & MAIN, LP	INV0003043		660-0000-131.00-00	INVENTORY PO NUM 032355	11.30
189088	11/2/2023	CUNNINGHAM-DAVIS CORP	000102729		001-0000-218.22-22	UB CR REFUND-FINALS 000059144	431.13
189089	11/2/2023	CYBERTEK COMPUTER & NETWORKING SVCS	6175	032115	703-3700-480.90-48	NETWORK INFRASTRUCTURE UP	62,590.73
189090	11/2/2023	CYBERTIME NETWORK COMMUNICATIONS	1521-202308	032557	660-6300-471.26-07	CITY LOOPED MICROWAVE BAC	1,900.00
			1521-202310	032557	660-6300-471.26-07	WATER PLANT DATA CIRCUIT	1,900.00
			1521-231101	032557	660-6300-471.26-07	CITY LOOPED MICROWAVE BAC	1,900.00
			1522-202308	032558	703-3700-480.30-19	INTERNET CIRCUIT-CITY	699.00
			1522-202310	032558	703-3700-480.30-19	INTERNET CIRCUIT-CITY	699.00
			1522-231102	032558	703-3700-480.30-19	INTERNET TO CITY HALL	699.00
189091	11/2/2023	D&M JOB INC.	15271	032591	001-1900-412.23-02	STAFFORD, CHERYL BUSINESS	43.10
189092	11/2/2023	DJ TONY	2025	032590	001-5400-446.41-86	HALLOWEEN DJ	150.00
189093	11/2/2023	DUDEK	202308274	031985	660-0000-232.00-00	WELL M12A DRILLING & EQUI RETAINAGE	(3,394.97)
					660-6300-471.95-08	WELL M12A DRILLING & EQUI	33,949.67
189094	11/2/2023	ELECTRIC POWER SYSTEMS INT, INC.	INV_00127927	031284	673-7000-473.96-25	SAN GORGONIO SUBSTATION	5,000.00
			INV_00136889	031284	673-7000-473.96-25	SAN GORGONIO SUBSTATION	168,615.00
189095	11/2/2023	ENGINEERING RESOURCES OF SO CA	59306	032559	001-3000-442.33-53	INSPECTION SERVICES	90,147.80
189096	11/2/2023	FALEN LAW OFFICES, LLC.	33184	029829	660-6300-471.90-78	FLUME LEGAL SERVICES	3,029.24
189097	11/2/2023	FIGUEROA, ROBERT & MONIQUE	000102259		001-0000-218.22-22	UB CR REFUND-FINALS 000013106	72.82
189098	11/2/2023	FLYNN, SHERI	MILEAGE OCT23		001-1000-411.23-05	FLYNN COUNCIL MEMBER MILEAGE OCTOBER 2023	77.03
189099	11/2/2023	FRONTIER COMMUNICATIONS	2131817186OCT23		703-3700-480.30-17	213-181-7186 10/19/23-11/18/23	468.88
			9518491595OCT23		001-2200-421.26-05	951-849-1575 10/13/23-11/12/23	99.02
189100	11/2/2023	FULLER, LUKE RANDALL	000094817		001-0000-218.22-22	UB CR REFUND-FINALS 000020958	58.40
189101	11/2/2023	GAS COMPANY, THE	03292684002OC23		001-4000-461.26-06	COMMUNITY CENTER 9/14/23-10/16/23	239.84
			05192710001OC23		001-3600-461.26-06	PARKS & REC 9/14/23-10/16/23	20.72
			07702683751OC23		001-2200-421.26-06	125 E RAMSEY 9/14/23-10/16/23	75.00
			09142474007OC23		001-4050-461.26-06	SENIOR CENTER 9/14/23-10/16/23	121.93
			16108344439OC23		001-4010-461.26-06	AQUATICS 9/14/23-10/16/23	50.32
189102	11/2/2023	GAVARRETE &, MARIA M	000108563		001-0000-218.22-22	UB CR REFUND-FINALS 000004160	77.62
189103	11/2/2023	GOMEZ, CESAR	000109465		001-0000-218.22-22	UB CR REFUND-FINALS 000001496	205.31
189104	11/2/2023	GONZALES, REUBEN	MILEAGE OCT23		001-1000-411.23-05	GONZALES COUNCIL MEMBER MILEAGE OCTOBER 2023	85.81
189105	11/2/2023	HADCO PROPERTIES, LLC	000109313		001-0000-218.22-22	UB CR REFUND-FINALS 000001648	273.99
189106	11/2/2023	HALL, TERRY & LAPORES	000100483		001-0000-218.22-22	UB CR REFUND-FINALS 000005000	10.57
189107	11/2/2023	HARTSELL, JENNIFER	000109907		001-0000-218.22-22	UB CR REFUND-FINALS 000039600	11.05
189108	11/2/2023	HEMET VALLEY TOOL, INC	174404	032494	660-6300-471.89-56	MULTIQUIP PUMP	2,163.04
189109	11/2/2023	HENEISE, JOHN	99513-51048 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,400.00
189110	11/2/2023	HOWELL, LINDA	85269-24110 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	900.00
189111	11/2/2023	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20231103		001-0000-204.80-10	PAYROLL SUMMARY	3,040.45

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189112	11/2/2023	ICMA RETIREMENT TRUST 457	20231103		001-0000-204.16-00	PAYROLL SUMMARY	364.32
189113	11/2/2023	INNOVYZE, LLC	Q-135124	032490	660-6300-471.30-17	INFOWATER RENEWAL	4,913.00
189114	11/2/2023	INST OF DIVINE METAPHYSICAL	000108645		001-0000-218.22-22	UB CR REFUND-FINALS 000005486	85.56
189115	11/2/2023	IRON MOUNTAIN INFORMATION MGMT, LLC	HYKK997	032393	670-7000-473.33-11	SHREDDING SERVICES	132.36
189116	11/2/2023	JAUREGUI, ROBERTO	MEALS 11/7-9		001-2200-421.23-06	INTERNAL AFFAIRS INVEST MEALS 11/7-9 JAUREGUI	0.00
189117	11/2/2023	JOE A GONSALVES & SON	161094	032066	001-1000-411.33-11	STATE LOBBYING SERVICES	1,400.00
					660-6300-471.33-11	STATE LOBBYING SERVICES	1,400.00
					670-7000-473.33-11	STATE LOBBYING SERVICES	350.00
					680-8000-454.33-11	STATE LOBBYING SERVICES	350.00
189118	11/2/2023	KEN GRODY FORD REDLANDS	258682	032317	702-3800-480.30-05	REPAIRS #833	951.55
			26388	032317	702-3800-480.38-52	PARTS #232	323.13
			28020-01	032317	702-3800-480.38-52	PARTS #317	1,020.07
189119	11/2/2023	LOERA, JACK	MEALS 11/7-9		001-2200-421.23-06	INTERNAL AFFAIRS INVEST MEALS 11/7-9 LOERA	51.00
189120	11/2/2023	MADHOUSE INV	000109633		001-0000-218.22-22	UB CR REFUND-FINALS 000016866	283.89
189121	11/2/2023	MARIPOSA LANDSCAPES, INC	103722	032550	001-2740-442.23-39	WEED ABATEMNT 541-055-001	413.37
			103723	032550	001-2740-442.23-39	WEED ABATEMNT 538-280-001	2,204.62
			103724	032550	001-2740-442.23-39	WEED ABATEMNT 541-150-027	826.73
			103725	032550	001-2740-442.23-39	WEED ABATEMNT 541-150-028	826.73
			103726	032550	001-2740-442.23-39	WEED ABATEMNT 541-150-004	826.73
			103727	032550	001-2740-442.23-39	WEED ABATEMNT 541-150-008	826.73
			103728	032550	001-2740-442.23-39	WEED ABATEMNT 541-250-009	703.00
			103729	032550	001-2740-442.23-39	WEED ABATEMNT 541-240-009	528.00
			103730	032550	001-2740-442.23-39	WEED ABATEMNT 543-090-008	826.73
			103731	032550	001-2740-442.23-39	WEED ABATEMNT 541-150-025	826.73
			103896	030833	001-3600-461.30-01	REPLACE DEAD PLANTS REP	1,096.00
			104230	030833	001-3600-461.30-16	SPRINKLER REPAIR REPPLIER	431.91
			104412	032405	660-6300-471.45-07	BRINTON & SUNSET RESERVOI	1,908.11
			104669	030833	001-3600-461.30-16	IRRIGATION	1,760.56
189122	11/2/2023	MICHAEL BAKER INTERNATIONAL, INC	1193274		002-0000-222.31-42	30874 SUNSET CROSSING 10/1/2023	10,140.00
					002-2800-361.41-02	30874 SUNSET CROSSING 10/1/2023	(10,140.00)
				030874	002-2800-441.33-11	MBI SUNSET CROSSROADS PM	10,140.00
189123	11/2/2023	MIKE ROQUET CONSTRUCTION, INC.	23-0821	032096	660-0000-232.00-00	REMOVE & REPAIR ASPHALT JOB#0505-23	1,221.50
189124	11/2/2023	NATIONWIDE RETIREMENT SOLUTIONS	20231103		001-0000-204.16-00	PAYROLL SUMMARY	5,985.01
189125	11/2/2023	NIETO, FRANCISCO	MEALS 11/8		001-2200-421.23-06	USE OF FORCE PSP MEALS 11/8 NIETO	17.00
189126	11/2/2023	OERTEL, ERICH	MEALS 11/8		001-2200-421.23-06	USE OF FORCE PSP MEALS 11/8 OERTEL	17.00
189127	11/2/2023	PARKHOUSE TIRE, INC.	2010874441	032427	702-3800-480.38-52	TIRES #243	1,165.83
189128	11/2/2023	PARS	20231103		001-0000-204.25-00	PAYROLL SUMMARY	313.34
189129	11/2/2023	PARTS AUTHORITY	091-056985	032423	702-3800-480.38-52	BTTY CORE CREDIT	(59.27)
			091-315716	032423	702-3800-480.38-52	PRIM DIESSEL EXH STOCK	129.73
			091-316109	032423	702-3800-480.38-52	BEAM WIPER BLAD STOCK 10	71.01
			091-316389	032423	702-3800-480.38-52	OIL FILTER STOCK	26.56
			091-316421	032423	702-3800-480.38-52	12 VOLT BTTY (2) #837	382.12
			091-316423	032423	702-3800-480.38-52	U/V DETECTIONN #320	23.85
			091-316457	032423	702-3800-480.38-52	REAR BLADE #38	7.31
189130	11/2/2023	PRESS-ENTERPRISE, THE	3C343577-0022	032597	001-1910-412.23-01	RFP 23-039 BANKING SERVS	126.17
			3C343577-0023	032597	001-1910-412.23-01	RFP 23-040 FORENSIC ACCT	126.17
			3C343577-0024	032597	670-7000-473.23-01	RFP 23-042 BROADBAND	252.35
189131	11/2/2023	QUINTON DIXON	23-00003559		001-2700-311.16-03	BUILDING PERMIT REFUND REC#4622 PRMT#23-00003559	1,634.83
189132	11/2/2023	RAMSEY 1, LLC	000100533		001-0000-218.22-22	UB CR REFUND-FINALS 000057500	1,375.34
189133	11/2/2023	RECORD GAZETTE, THE	00197840	032506	690-9600-453.23-01	CLEAN UP EVENT AD	579.80
189134	11/2/2023	REZENDES, DILLON	MEALS 11/8		001-2200-421.23-06	USE OF FORCE PSP MEALS 11/8 REZENDES	17.00
189135	11/2/2023	RICHARDS WATSON GERSHON	244850		700-5300-480.33-04	0001 GENERAL SERVICES SEPTEMBER 2023	8,391.52
			244851		700-5300-480.33-04	0003 CITY MANAGER SEPTEMBER 2023	595.21
						0005 COMMUNITY DEV SEPTEMBER 2023	22.00
						0021 CODE ENFORCEMENT SEPTEMBER 2023	3,168.00
			244852		700-5300-480.33-04	0003 CITY MANAGER SEPTEMBER 2023	154.00
						0004 CITY CLERK SEPTEMBER 2023	1,270.79
						0005 COMMUNITY DEV SEPTEMBER 2023	44.00

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189135	11/2/2023	RICHARDS WATSON GERSHON	244852		700-5300-480.33-04	0010 POLICE DEPT SEPTEMBER 2023	1,562.00
						0022 POLICE PERSONNEL MAT SEPTEMBER 2023	946.00
			244853		700-5300-480.33-04	0005 COMMUNITY DEV SEPTEMBER 2023	7,785.35
			244854		700-5300-480.33-04	0007 ELEC UTILITY SEPTEMBER 2023	550.00
			244855		700-5300-480.33-04	0007 ELEC UTILITY SEPTEMBER 2023	1,386.00
						0008 ADMIN SERVICES SEPTEMBER 2023	2,750.00
			244856		700-5300-480.33-04	0010 POLICE DEPT SEPTEMBER 2023	1,948.80
						0022 POLICE PERSONNEL MAT SEPTEMBER 2023	537.60
			244857		700-5300-480.33-04	0005 COMMUNITY DEV SEPTEMBER 2023	110.00
						0011 PUBLIC WORKS DEPT SEPTEMBER 2023	2,486.00
			244858		700-5300-480.33-04	0012 WATER WASTEWATER SEPTEMBER 2023	330.00
			244859		700-5300-480.33-04	0013 PERSONNEL MATTERS SEPTEMBER 2023	2,907.00
						0022 POLICE PERSONNEL MAT SEPTEMBER 2023	520.20
			244860		002-0000-222.34-01	0014 BUTTERFIELD/TRI PNT SEPTEMBER 2023	336.00
					002-2800-361.41-02	0014 BUTTERFIELD/TRI PNT SEPTEMBER 2023	(336.00)
					002-2800-441.33-04	0014 BUTTERFIELD/TRI PNT SEPTEMBER 2023	336.00
			244861		700-5300-480.33-04	0021 CODE ENFORCEMENT SEPTEMBER 2023	196.00
			244862		700-5300-480.33-04	0022 POLICE PERSONNEL MAT SEPTEMBER 2023	856.80
			244863		700-5300-480.33-04	0031 CANNABIS TAX & ORDIN SEPTEMBER 2023	336.00
			244864		002-0000-222.30-33	0067 RSG_C SEWER EASEMNT SEPTEMBER 2023	64.20
					002-2800-361.41-02	0067 RSG_C SEWER EASEMNT SEPTEMBER 2023	(64.20)
					002-2800-441.33-04	0067 RSG_C SEWER EASEMNT SEPTEMBER 2023	64.20
			244865		002-0000-222.31-37	0068 SUNSET CROSSROADS SEPTEMBER 2023	1,411.20
					002-2800-361.41-02	0068 SUNSET CROSSROADS SEPTEMBER 2023	(1,411.20)
					002-2800-441.33-04	0068 SUNSET CROSSROADS SEPTEMBER 2023	1,411.20
					700-5300-480.33-04	0030 CANNABIS REGULATORY SEPTEMBER 2023	369.60
			244866		700-5300-480.33-04	0082 ADV PHILLIP GOEBELS SEPTEMBER 2023	7,795.91
			244867		700-5300-480.33-04	0083 AIRPORT GROUND LEASE SEPTEMBER 2023	5,075.18
			244868		700-5300-480.33-04	0084 PEOPLE OF THE STATE SEPTEMBER 2023	260.08
			244869		700-5300-480.33-04	0085 V SKYDIVE WEST COAST SEPTEMBER 2023	10,659.70
189136	11/2/2023	RINCON CONSULTANTS, INC.	51314		001-2800-441.33-11	BANNING HOUSING EL 09/23 030802	936.25
189137	11/2/2023	ROBERT HALF INTERNATIONAL	62745585	032273	001-1910-412.23-27	CANNON, RHONDA W/E 10/27	334.48
189138	11/2/2023	RODRIGUEZ, ISAAC	000085839		001-0000-218.22-22	UB CR REFUND-FINALS 000012724	60.60
189139	11/2/2023	RODRIGUEZ, LUCIA	95129-15594 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,800.00
189140	11/2/2023	RWC GROUP	XA301141778:01	032256	702-3800-480.38-52	BUSHING LEAF SPG #224	239.64
189141	11/2/2023	SAN BERNARDINO CO TREASURER	032429101000024		660-6300-471.41-05	2023 PROPERTY TAX APN#0324-291-01-0-000	799.93
			032430101000024		660-6300-471.41-05	2023 PROPERTY TAX APN#0324-301-01-0-000	799.93
189142	11/2/2023	SAN GORGONIO PASS WATER AGENCY	23-00276		660-6300-471.27-14	PURCH OF STATE PROJ WATER SEPTEMBER 2023 DELIVERY	99,750.00
189143	11/2/2023	SC FUELS	IN-0000372100		702-3800-480.36-11	CLR CARB ULS #2	6,712.62
						UNL ETH 10	24,757.28
189144	11/2/2023	SHELTON, KEVIN	56893-16122 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	900.00
189145	11/2/2023	SHRED-IT USA, LLC	8004310729	032593	705-4500-412.33-11	PAPER SHREDDING SERVICE	142.46
			8004500239	032593	705-4500-412.33-11	PAPER SHREDDING SERVICE	144.00
			8004689115	032593	705-4500-412.33-11	PAPER SHREDDING SERVICE	233.20
189146	11/2/2023	SMITH, ROGER L & DIANA J	000055923		001-0000-218.22-22	UB CR REFUND-FINALS 000052076	541.87
189147	11/2/2023	SMITH, SAMMY DEAN	000090851		001-0000-218.22-22	UB CR REFUND-FINALS 000051962	496.94
189148	11/2/2023	SOFTWARE ONE, INC	US-PSI-1395352	032564	703-3700-480.30-17	AZURE SIMPLE SOFTWARE	1,183.70
			US-PSI-1396731	032564	703-3700-480.30-17	BACKUP SIMPLE SERVER	870.00
189149	11/2/2023	SOUTHERN CALIFORNIA EDISON	181920312SE23B		660-6300-471.26-04	WELL 11 - AD HOC CHARGES 4/12/23-9/11/23	993.94
			181920312SEP23		660-6300-471.26-04	WELL 11 9/12/23-10/10/23	105.75
			183041165SEP23		660-6300-471.26-04	WELL 10 9/12/23-10/10/23	2,113.89
			183084312SEP23		660-6300-471.26-04	WELL 12 9/12/23-10/10/23	116.29
			360580366OCT23		660-6300-471.26-04	DEL RITA BOOSTER 9/12/23-10/10/23	1.83
189150	11/2/2023	STAPLES BUSINESS ADVANTAGE	3550185468	032507	610-5800-434.36-00	7 POCKET FILE FOR BUSES	34.22
			3550185469	031608	610-5800-434.36-00	POUCHES FOR PAPERWORK	13.41
			3550320188	032340	670-7000-473.36-00	MEETING SUPPLIES	64.45
			3550320192	032341	001-1900-412.36-00	FRONT COUNTER STOOL - JS	140.06
189151	11/2/2023	STARLITE MGMT III	000074393		001-0000-218.22-22	UB CR REFUND-FINALS 000003252	198.74

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189152	11/2/2023	SWEET BABY BEANS CUSTOMS LLC	205	032569	001-3600-461.30-01	MURIAL LIONS PARK	1,852.16
189153	11/2/2023	SYNAGRO-WWT, INC	40007	032563	680-8000-454.23-36	SLUDGE REMOVAL	7,580.08
189154	11/2/2023	TECHNOLOGY UNLIMITED INC	372320	032595	610-5800-434.30-06	MAINTENANCE RENEWAL	825.00
189155	11/2/2023	TRENCH SHORING COMPANY	RI20336238	032226	660-6300-471.32-05	AIR BAG	372.00
189156	11/2/2023	TURNER, MICHAEL	000109395		001-0000-218.22-22	UB CR REFUND-FINALS 000013354	115.37
189157	11/2/2023	UNITED WATER WORKS, INC	S100124374		660-0000-131.00-00	INVENTORY PO NUM 032200	848.83
189158	11/2/2023	UTLEY, AMBER	PARK 10/16-20		670-7000-473.23-05	REAVIS CODE USER CONF PARKING 10/16-20 UTLEY	120.00
189159	11/2/2023	VACA, YVETTE	MEALS 11/8		001-2200-421.23-06	USE OF FORCE PSP MEALS 11/8 VACA	17.00
189160	11/2/2023	VOLVO CONSTRUCTION EQUIPMENT & SALE	P50403378-1	032403	702-3800-480.38-52	PARTS #832	202.77
189161	11/2/2023	WANG, JING	000094779		001-0000-218.22-22	UB CR REFUND-FINALS 000021286	253.82
189162	11/2/2023	WASTE MANAGEMENT 0F THE IE	Q42149-2	032546	690-9600-453.90-56	PUBLIC WORKS	13,827.80
189163	11/2/2023	WEST COAST ARBORISTS, INC	1-9420	032085	001-3600-461.33-11	TREE INVENTORY	4,000.00
189164	11/2/2023	WESTERN WATER WORKS SUPPLY CO	1407335-00		660-0000-131.00-00	INVENTORY PO NUM 032418	24,547.28
			1407335-01		660-0000-131.00-00	INVENTORY PO NUM 032418	2,611.86
189165	11/2/2023	WILLDAN ENGINEERING	00626363	030055	001-2700-442.33-11	BANNING GIS ON CALL 08/23	1,299.50
189166	11/2/2023	WILLIAMS SCOTSMAN, INC	9019242333	032201	810-9700-490.90-59	BRYANT ST SHELTER OFFICE	839.37
			9019265713	032201	810-9700-490.90-59	BYANT ST SHELTER OFFICE	2,770.25
189167	11/2/2023	XENIA PACIFIC, INC	6065	032440	001-3600-461.30-01	SIGN LIONS PARK LIGHT PRO	425.61
189168	11/2/2023	YIP, TIMMY	000068899		001-0000-218.22-22	UB CR REFUND-FINALS 000009266	106.04
189169	11/2/2023	888 PROPERTY MANAGEMENT	000109059		001-0000-218.22-22	UB CR REFUND-FINALS 000020486	175.68
189170	11/9/2023	ALBERT A. WEBB ASSOCIATES	ARIV0000914	032070	661-6300-471.33-11	CEQA COMPLIANCE-ARPA PROJ	9,238.75
189171	11/9/2023	ALLGOOD DRIVING SCHOOL, INC	OCTOBER 2023		001-4000-461.23-15	DRIVING CLASS INSTRUCTION OCTOBER 2023	163.80
189172	11/9/2023	ALTA PLANNING + DESIGN INC	00-2022-112-13	031499	102-4904-431.93-04	SB1 GRANT CALTRANS FUNDED	7,515.23
			00-2022-112-14	031499	102-4904-431.93-04	SB1 GRANT CALTRANS FUNDED	17,452.50
			00-2022-112-15	031499	102-4904-431.93-04	SB1 GRANT CALTRANS FUNDED	46,216.41
			00-2022-112-16	031499	102-4904-431.93-04	SB1 GRANT CALTRANS FUNDED	5,571.25
189173	11/9/2023	AMAZON BUSINESS	191K-3Y7V-3FQ9	032296	001-4050-461.36-65	SENIOR CENTER DECORATIONS	54.77
			1CNP-9HNW-J1YX	032292	001-1200-412.36-00	CHARGER/WATERING CAN	35.54
			1NKN-CYLN-C4W6	032180	001-1400-412.36-00	HOLIDAY PARTY SUPPLIES	29.62
189174	11/9/2023	ARAMARK UNIFORM & CAREER APPAREL	5880058509	031519	100-4900-431.25-02	UNIFORM SERVICES	249.73
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880064156	031519	100-4900-431.25-02	UNIFORM SERVICES	103.21
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880069066	031519	100-4900-431.25-02	UNIFORM SERVICES	78.79
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880075135	031519	100-4900-431.25-02	UNIFORM SERVICES	78.79
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880080259	031519	100-4900-431.25-02	UNIFORM SERVICES	78.79
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880085578	031519	100-4900-431.25-02	UNIFORM SERVICES	78.79
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880091075	031519	100-4900-431.25-02	PUBLIC WORKS	78.79
					704-3200-412.25-02	PUBLIC WORKS	2.42
			5880096490	031519	100-4900-431.25-02	UNIFORM SERVICES	176.47
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880112718	031519	100-4900-431.25-02	UNIFORM SERVICES	64.67
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880118297	031519	100-4900-431.25-02	UNIFORM SERVICES	519.36
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880135991	031519	100-4900-431.25-02	UNIFORM SERVICES	197.87
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880140389	031519	100-4900-431.25-02	UNIFORM SERVICES	170.01
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880145713	031519	100-4900-431.25-02	UNIFORM SERVICES	273.84
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880167277	031519	100-4900-431.25-02	UNIFORM SERVICES	260.70
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			5880440609	032351	761-3110-480.25-02	FSR UNIFORMS 10/27/23	82.09

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189174	11/9/2023	ARAMARK UNIFORM & CAREER APPAREL	860111342	032351	761-3110-480.25-02	FSR UNIFORMS 11/3/23	82.09
189175	11/9/2023	ARCE, PAUL	OCTOBER 2023		001-4000-461.23-15	GUITAR INSTRUCTION OCTOBER 2023	224.00
189176	11/9/2023	ARTISTIC MAINTENANCE, INC.	0191783-IN	030561	111-4900-432.23-29	LMD MAINTENANCE	4,092.00
189177	11/9/2023	AUTOMATED GATE SERVICES, INC.	0013532	032353	704-3200-412.30-01	GATE REPAIR-BANNING PD	574.00
			0013787	032353	704-3200-412.30-01	GATE REPAIR-WATER YARD	2,635.00
189178	11/9/2023	AVILA, SOL	EYEWEAR FY24		001-2200-421.25-10	DEPENDENT GLASSES CHASE EXUM-AVILA	300.00
189179	11/9/2023	AYLE, DWIGHT	76647-24368 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,400.00
189180	11/9/2023	BABCOCK LABORATORIES, INC	CI32116-0030	032373	660-6300-471.23-32	COLIFORMS	22.00
			CI32161-0030	032373	660-6300-471.23-32	COLIFORMS	66.00
			CJ30315-0030	032373	660-6300-471.23-32	WATER TESTING	120.00
			CJ30319-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CJ30320-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CJ30322-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CJ30338-0030	032373	660-6300-471.23-32	COLIFORMS	132.00
			CJ30772-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CJ30774-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CJ30778-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CJ30780-0030	032373	660-6300-471.23-32	COLIFORMS	22.00
			CJ30835-0030	032373	660-6300-471.23-32	WATER TESTING	22.00
189181	11/9/2023	BANNING BEAUMONT PILATES & FITNESS	OCTOBER 2023		001-4000-461.23-15	DANCE INSTRUCTION OCTOBER 2023	21.00
189182	11/9/2023	BANNING GLASS MIRROR & SCREEN	10092023	032599	704-3200-412.30-02	WINDOW RPLCMNT ARMORY	732.18
189183	11/9/2023	BANNING POLICE OFFICERS ASSOC.	OCTOBER 2023		001-0000-204.50-00	POLICE OFFICER ASSOC DUES OCTOBER 2023	2,610.30
189184	11/9/2023	BEAUMONT DO IT BEST HOME CENTER	534682	032304	111-4900-432.23-29	SWING JOINT ELBOW	1.49
			534722	032304	704-3200-412.30-02	TOOLS/SUPPLIES	11.39
			534791	032304	704-3200-412.30-02	PHOTOCELL	31.78
			534819	032304	100-4900-431.36-00	TOOLS/SUPPLIES	53.29
			534967	032304	100-4900-431.36-00	MAGNUM PUMP ARMOR	13.46
			535018	032304	100-4900-431.36-00	TOOLS/SUPPLIES	34.98
			535025	032304	100-4900-431.36-00	TEFLON TAPE	2.79
			535157	032278	001-3600-461.30-01	PARKS SUPPLIES	30.15
			535220	032304	704-3200-412.30-01	BRASS BUSHING	3.76
			535223	032304	704-3200-412.30-01	TOOLS/SUPPLIES	40.26
			535257	032304	704-3200-412.30-02	ELONG SEAT	32.31
			535314	032277	001-4000-461.30-02	PEST CONTROL	6.78
			535374	032304	100-4900-431.89-54	TOOLS/SUPPLIES	34.75
			535377	032304	100-4900-431.36-00	TOOLS/SUPPLIES	141.35
			535379	032304	100-4900-431.36-00	CREDIT FOR INV 535377	(70.68)
			535465	032304	704-3200-412.30-02	TOOLS/SUPPLIES	14.13
189185	11/9/2023	BEAUMONT, CITY OF	INV00265		100-4900-431.30-09	SHARED TRAFFIC SIGNALS AUGUST 2023	206.50
			INV00266		100-4900-431.30-09	SHARED TRAFFIC SIGNALS SEPTEMBER 2023	206.50
189186	11/9/2023	BENHAR, DIANA T	OCTOBER 2023		001-4000-461.23-15	ZUMBA INSTRUCTION OCTOBER 2023	175.00
189187	11/9/2023	BENTLEY SYSTEMS, INC	48444341	032594	670-7000-473.30-17	SPIDACALC PPA	3,900.00
189188	11/9/2023	CALIFORNIA LAW ENFORCE ASSN	NOVEMBER 2023		001-0000-204.80-13	POLICE LTD PREMIUMS NOVEMBER 2023	891.00
189189	11/9/2023	CAMPA, ERIC	FUEL 10/5		001-2200-421.23-06	TRAVEL TO P/U MOTORCYCLE FUEL 10/5 CAMPA	34.39
			FUEL 10/8-20		001-2200-421.23-06	ICI HOMICIDE TRAINING FUEL 10/8-20 CAMPA	177.83
			MEALS 9/11-16		001-2200-421.23-06	IAATI/WRC CONF MEALS 9/11-16 CAMPA	354.00
			PARK 10/8-19		001-2200-421.23-06	ICI HOMICIDE TRAINING PARKING 10/8-19 CAMPA	136.32
189190	11/9/2023	CANON FINANCIAL SERVICES, INC	31475495	032336	705-4500-412.32-06	COPIER PROP TAX	552.53
189191	11/9/2023	CDW GOVERNMENT, INC	MF46181	032210	001-1000-411.89-48	2 SURFACE GO	1,689.75
			MR13141	032210	001-1000-411.89-48	RETURN SURFACE PRO	(1,689.75)
			MS24806	032382	001-2800-441.89-48	LAPTOP/MONITORS/STAND	2,231.00
189192	11/9/2023	CELL BUSINESS EQUIPMENT (CBE)	IN2622679	032562	001-1300-412.30-17	PRINTER CODE/HR	72.12
					001-2740-442.32-06	PRINTER CODE/HR	60.05
			IN2632371	032562	001-1300-412.30-17	PRINTER LEASE	135.89
					001-2740-442.32-06	PRINTER LEASE	61.55
			IN2641008	032562	001-1300-412.30-17	PRINTER LEASE	76.31
					001-2740-442.32-06	PRINTER LEASE	64.13
			IN2651264	032562	001-1300-412.30-17	PRINTER LEASE	70.48

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189192	11/9/2023	CELL BUSINESS EQUIPMENT (CBE)	IN2651264	032562	001-2740-442.32-06	PRINTER LEASE	30.91
			IN2660868	032562	001-1300-412.30-17	PRINTER LEASE	32.77
					001-2740-442.32-06	PRINTER LEASE	59.55
			IN2670495	032562	001-1300-412.30-17	PRINTER LEASE	47.45
					001-2740-442.32-06	PRINTER LEASE	44.37
			IN2674665	032335	001-4000-461.30-06	COPIER MAINTENANCE	219.17
					660-6300-471.30-06	COPIER MAINTENANCE	15.44
					670-7000-473.30-06	COPIER MAINTENANCE	205.44
					705-4500-412.30-06	COPIER MAINTENANCE	1,029.48
					761-3100-480.30-06	COPIER MAINTENANCE	397.07
189193	11/9/2023	CINTAS CORPORATION	4169903442	032322	660-6300-471.25-02	UNIFORMS	219.05
					680-8000-454.25-02	UNIFORMS	29.64
			4171303937	032319	100-4900-431.25-02	UNIFORM SERVICES	88.04
					704-3200-412.25-02	UNIFORM SERVICES	16.35
			4171304161	032322	660-6300-471.25-02	UNIFORMS	219.05
					680-8000-454.25-02	UNIFORMS	43.57
			4172026041	032319	100-4900-431.25-02	UNIFORM SERVICES	86.73
					704-3200-412.25-02	UNIFORM SERVICES	13.91
			4172026143	032320	001-3600-461.25-02	PARKS UNIFORMS	49.17
			4172026259	032322	660-6300-471.25-02	UNIFORMS	260.11
					680-8000-454.25-02	UNIFORMS	57.50
			4172742656	032432	610-5800-434.25-02	TRANSIT UNIFORMS	10.62
			4172742752	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4172742776	032319	100-4900-431.25-02	UNIFORM SERVICES	85.70
					704-3200-412.25-02	UNIFORM SERVICES	7.52
			4172742797	032432	610-5800-434.25-02	TRANSIT UNIFORMS	105.16
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4172742832	032320	001-3600-461.25-02	PARKS UNIFORMS	49.17
			4172742984	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICES	323.30
189194	11/9/2023	CITY OF BANNING (BNG)	FC C-2 NOV23		001-3600-461.32-02	FC C2 HANGAR NOV 2023	197.57
			FC D-2 NOV23		001-3000-442.32-02	FC D-2 HANGER NOV 2023	197.57
189195	11/9/2023	CIVICPLUS	268592	032232	705-4500-412.33-11	48 MO REDESIGN PYMT 1	2,872.11
189196	11/9/2023	CLA-VAL	878150	032574	660-6300-471.45-08	M11	1,380.39
			878158	032574	660-6300-471.45-08	M10	2,025.19
189197	11/9/2023	CLAVELOT, KAREN	45023-4722 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,200.00
189198	11/9/2023	CONSOLIDATED ELECTRICAL	0954-1023394	032190	704-3200-412.30-02	4 LITE NO HOOK	80.81
			0954-1024029	032190	704-3200-412.30-02	LED BULBS/RCPT COVER	214.42
			0954-1024073	032190	704-3200-412.30-02	CIRCUIT BRKR/LED BULBS	224.14
			0954-1024587	032190	704-3200-412.30-02	CIRCUIT BREAKER	175.09
189199	11/9/2023	COUNTY OF RIVERSIDE DOEH	IN0493383		100-4900-431.23-24	MOSQUITO CONTROL SEPTEMBER 2023	8,611.27
189200	11/9/2023	DIAMOND ENVIRONMENTAL SERVICES	0004933881	032415	001-5400-446.41-86	HALLOWEEN PORTOPOT	305.60
189201	11/9/2023	ELITE FIRE PROTECTION, INC	55883	032193	704-3200-412.30-02	4 HEAT DETECTORS	471.89
189202	11/9/2023	ENTERPRISE FM TRUST	FBN4891471		001-2200-421.32-06	PD #40 NOVEMBER 2023	370.02
					001-2300-424.32-06	ANIMAL CONTROL #80 NOVEMBER 23	927.47
					001-2400-422.32-06	FIRE #110 LEASE NOVEMBER 2023	442.06
					001-2740-442.32-06	CODE ENF #437 438 NOVEMBER 2023	1,029.39
					001-3000-442.32-06	ENGINEERING #1201 NOVEMBER 2023	772.76
					001-3600-461.32-06	PARKS #702 703 704 NOVEMBER 2023	1,545.15
					100-4900-431.32-06	STREETS #600 626 627 628 NOVEMBER 2023	2,334.12
						STREETS LEASE #624 625 NOVEMBER 2023	1,274.31
					660-6300-471.32-06	WATER 817 830 831 833 838 839 840 841 908 NOV 23	6,270.64
						WATER LEASE #802 804 NOVEMBER 23	1,506.94
					670-7000-473.32-06	ELEC #302 310 314 317 318 NOVEMBER 2023	3,495.95
					702-3800-480.32-06	FLEET #1001 205 NOVEMBER 2023	744.69
					761-3110-480.32-06	METER #505 NOVEMBER 2023	441.65
189203	11/9/2023	ENTERPRISE RENT-A-CAR	34375009		670-7000-473.23-05	CAR RENTAL SORIANO REAVIS CODE CONF	314.68
189204	11/9/2023	MCCOY-TORRES, LYNETTE	OCTOBER 2023		001-4000-461.23-15	STRETCH STRENGTH BALANCE OCTOBER 2023	52.50
189205	11/9/2023	EXECUTIVE FACILTIES SERVICES INC	30298	032334	704-3200-412.33-18	JANITORIAL SERVICES	15,187.69

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189206	11/9/2023	FAST LUBE & TUNE	104728	032454	702-3800-480.30-05	SMOG #211	69.99
189207	11/9/2023	FISHER, ROBERT	MEALS 11/13-16		001-2200-421.23-06	BACKGROUND INVESTIGATIONS MEALS 11/13-16 FISHER	68.00
189208	11/9/2023	FUN EXPRESS	72709498801		001-0000-201.10-00	SALES TAX	(30.96)
				032445	001-4000-461.36-09	HALLOWEEN CANDY	870.37
			72739896701		001-0000-201.10-00	SALES TAX	(2.69)
				032447	001-4050-461.36-00	SENIOR HALLOWEEN	116.04
189209	11/9/2023	GALLS, LLC	026055446	032388	001-2740-442.36-04	CLOTHING & GEAR FOR ROBER	284.16
189210	11/9/2023	GAS COMPANY, THE	13392459007OC23		600-5100-435.26-06	408 S HATHAWAY AIRPORT ACCT# 13392459007	0.44
			19499362408OC23		100-4900-431.26-06	176 E LINCOLN 9/22/23-10/22/23	11.24
					660-6300-471.26-06	176 E LINCOLN 9/22/23-10/22/23	25.11
					670-7000-473.26-06	176 E LINCOLN 9/22/23-10/22/23	25.11
					702-3800-480.26-06	176 E LINCOLN 9/22/23-10/22/23	25.11
189211	11/9/2023	GONZALEZ, GENE	TRAVEL 10/22-24		001-2700-442.23-06	CALBO EDU WEEK TRAVEL 10/22-24 GONZALEZ	599.06
189212	11/9/2023	GRAINGER	9887256072	032313	702-3800-480.38-52	EXHAUST/HEADER WRAP SUPPL	57.08
189213	11/9/2023	HERNANDEZ, CARLA	OCTOBER 2023		001-4000-461.23-15	KARATE INSTRUCTION OCTOBER 2023	805.00
189214	11/9/2023	HOME DEPOT #8987	0201328	032291	761-3110-480.36-00	CREDIT FSR VEST	(39.81)
			0522779	032291	761-3110-480.36-00	MKE YELLW VEST	142.13
			204386	032194	704-3200-412.30-02	CREDIT FOR TOOLS/SUPPLIES	(56.00)
			3012459	032194	704-3200-412.30-02	TOOLS/SUPPLIES	521.91
			3025450	032194	704-3200-412.30-02	CAP SHEET	237.08
			3210470	032194	704-3200-412.30-02	CREDIT FOR TOOLS/SUPPLIES	(59.24)
			4010378	032194	100-4900-431.36-00	8 TREATED TREE STAKES	51.55
			4211341	032194	704-3200-412.30-02	CREDIT FOR TOOLS/SUPPLIES	(290.88)
			7013051	032194	704-3200-412.30-02	TOOLS/SUPPLIES	382.80
			7625088	032314	670-7000-473.45-16	ALL WEATHER TAPE	27.97
189215	11/9/2023	HUERTA JR., GILBERT	OCTOBER 2023		001-4000-461.23-15	KUNG-FU & TAI CHI INSTRUC OCTOBER 2023	402.50
189216	11/9/2023	I.B.E.W. LOCAL 47	OCTOBER 2023		001-0000-204.53-00	GEN/UTILITY UNION DUES OCTOBER 2023	10,428.38
189217	11/9/2023	I.B.E.W. LOCAL 47 (PAC)	OCTOBER 2023		001-0000-204.80-01	PAC DUES OCTOBER 2023	40.00
189218	11/9/2023	IMPERIAL SUPPLIES, LLC	I0018G9515	032315	702-3800-480.38-52	SUPPLIES	113.40
189219	11/9/2023	INFOSEND, INC	249476	031981	761-3100-480.23-02	UB BILL SRVC 10/27/23	143.70
					761-3100-480.23-04	UB BILL SRVC 10/27/23	1,167.35
					761-3100-480.33-11	UB BILL SRVC 10/27/23	281.18
189220	11/9/2023	JACKSON, DAVID	FLAG FTBALL 23		001-4000-461.23-15	REFEREE FLAG FTBALL 2023	420.00
189221	11/9/2023	JACKSON, JOHN H.	FLAG FTBALL 23		001-4000-461.23-15	REFEREE FLAG FTBALL 2023	231.00
189222	11/9/2023	JOHNSON, WILLIAM	OCTOBER 2023		001-4000-461.23-15	BASKETBALL INSTRUCTION OCTOBER 2023	420.00
189223	11/9/2023	KOLLER, MARIE	OCTOBER 2023		001-4000-461.23-15	DRAMA INSTRUCTION OCTOBER 2023	27.30
189224	11/9/2023	LAW OFFICES OF KELLY AVILES	CVRI2204158		700-5300-480.41-38	GOEBELS VS COB SETTLEMENT	66,000.00
189225	11/9/2023	MILSOFT UTILITY SOLUTIONS, INC	20236250		670-7000-473.90-49	HOSTED TEXTING MONTHLY OCTOBER 2023	1,929.00
189226	11/9/2023	MOBILE TURTLE FLEET & AUTO DETAIL	1891	032503	702-3800-480.30-05	BUS WASHING	270.00
189227	11/9/2023	MORGAN, DEIDRA J	OCTOBER 2023		001-4000-461.23-15	TOT TIME INSTRUCTION OCTOBER 2023	140.00
189228	11/9/2023	MYERS & SONS HI-WAY SAFETY INC.	149547	032196	100-4900-431.89-54	STREET SIGNS/SUPPLIES	72.91
			149593	032196	100-4900-431.89-54	STREET SIGNS/SUPPLIES	160.91
			149839	032196	100-4900-431.89-54	STREET SIGNS/SUPPLIES	41.03
189229	11/9/2023	NAPA AUTO PARTS	206793	032240	702-3800-480.38-52	EMERGENT LIGHTING #340	105.41
189230	11/9/2023	NHA ADVISORS, LLC	01090	032127	680-8000-454.95-12	WASTEWATER CONSULTING	893.75
			01091	032127	680-8000-454.95-12	WASTEWATER CONSULTING	275.00
189231	11/9/2023	O'REILLY AUTO PARTS	6117-173368	032350	702-3800-480.38-52	AIR/CAB FILTER STOCK	82.49
189232	11/9/2023	PACKHAM & TOOMEY, INC	2023294	032542	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00
			2023351	032542	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00
			2023399	032542	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00
			2023461	032542	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00
189233	11/9/2023	PARKHOUSE TIRE, INC.	2010875527	032427	702-3800-480.38-52	TIRES	326.79
189234	11/9/2023	PARTS AUTHORITY	062-644889	032423	702-3800-480.38-52	PAD KIT #212	72.46
			062-647792	032423	702-3800-480.38-52	OIL PAN #211	41.61
			062-658460	032423	702-3800-480.38-52	VALVE ASY #70	49.42
			062-659526	032423	702-3800-480.38-52	CABIN AIR #500	11.87
			062-660732	032423	702-3800-480.38-52	HLIGHTS/OIL FIL 311/243	271.40
			062-662741	032423	702-3800-480.38-52	ROTOR ASY/BRAKE LIT #70	257.90

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189234	11/9/2023	PARTS AUTHORITY	091-057021	032423	702-3800-480.38-52	NEW PART RET CREDIT	(81.46)
			091-057085	032423	702-3800-480.38-52	BATT COR CREDITS	(106.68)
			091-312626	032423	702-3800-480.38-52	PARTS	81.46
			091-316562	032423	702-3800-480.38-52	FILTER-PASS COM #211	18.17
			091-316577	032423	702-3800-480.38-52	CABIN AIR #314	15.93
			091-316839	032423	702-3800-480.38-52	12 VOLT COMMERC #339	191.06
			091-316853	032423	702-3800-480.38-52	AIR FILTER #600	11.96
			091-316885	032423	702-3800-480.38-52	OIL FILTER #243	93.16
			094-328219	032423	702-3800-480.38-52	CV JOINT BOOT	10.60
			101-232036	032423	702-3800-480.38-52	FILTER ASM TAHOE PD	48.49
189235	11/9/2023	PULVER, JODEANE V	OCTOBER 2023		001-4000-461.23-15	YOGA INSTRUCTION OCTOBER 2023	171.50
189236	11/9/2023	QUINN COMPANY	WOA00050685	031627	702-3800-480.30-06	REPAIRS #824	755.55
189237	11/9/2023	RECORD GAZETTE, THE	00198468	032184	001-2800-441.23-01	ADVERTISING	134.87
			00198469	032184	001-2800-441.23-01	ADVERTISING	265.43
			00198470	032184	001-2800-441.23-01	ADVERTISING	200.15
			00198471	032184	111-4900-432.23-01	ADVERTISING	138.41
189238	11/9/2023	ROCKWELL, AMBER	MEALS 11/11-15		670-7000-473.23-05	APPA CONF MEALS 11/11-15 ROCKWELL	251.75
189239	11/9/2023	ROEBUCK, ALYSSA	MEALS 11/15		001-2200-421.23-06	USE OF FORCE MEALS 11/15 ROEBUCK	17.00
189240	11/9/2023	SAN BERNARDINO PUBLIC EMPLOYEES	OCTOBER 2023		001-0000-204.51-00	TEAMSTER DUES OCTOBER 2023	2,397.69
189241	11/9/2023	SCA OF CA, LLC	157438PS	031802	100-4900-431.33-11	STREET SWEEPING SRVCS	10,080.00
189242	11/9/2023	SCCI, INC DBA	227661	032413	660-6300-471.23-06	SAFETY MEETING	250.00
189243	11/9/2023	SHRED-IT USA, LLC	8004987270	032593	705-4500-412.33-11	PAPER SHREDDING SERVICE	155.88
189244	11/9/2023	SILVER & WRIGHT, LLP	32053	032119	700-5300-480.33-04	CODE ENFORCEMENT	18,220.40
189245	11/9/2023	SMART & FINAL	041211	032281	001-4000-461.36-09	CANDY	107.94
189246	11/9/2023	SO CAL WEST COAST ELECTRIC, INC	43710	032386	704-3200-412.30-02	BREAKER RESET-COMM CENTER	178.75
			44094	032386	704-3200-412.30-02	BRKR RPLCMNT- COMM CENTER	217.21
189247	11/9/2023	SOUTHERN CALIFORNIA EDISON	360828122OCT23		670-7000-473.26-04	SVC HIGHLAND HOME RD/ OCTOBER 2023	91.89
189248	11/9/2023	SOUTHERN CALIFORNIA EDISON COMPANY	7590488910	032602	673-7000-473.96-47	SYSTEM IMPACT STUDY	75,000.00
189249	11/9/2023	STAPLES BUSINESS ADVANTAGE	3550320189	032343	704-3200-412.36-03	TOILET LINERS	410.42
			3550764706	032507	702-3800-480.36-00	TONER FOR SERGIO PRINTER	308.24
			3550841907	032340	670-7000-473.36-00	OFFICE SUPPLIES	73.10
189250	11/9/2023	TOM BELL CHEVROLET	6152616	032380	702-3800-480.30-05	REPAIRS #42	709.30
189251	11/9/2023	TOP-LINE INDUSTRIAL SUPPLY, LCC	463633	032261	702-3800-480.38-52	PARTS #619	50.88
189252	11/9/2023	TRENCH SHORING COMPANY	RI20346073	032226	660-6300-471.32-05	AIR BAG W SLEEVE	1,800.00
189253	11/9/2023	U.S. BANK	7102411		680-8000-454.65-08	WASTEWATER ENT REV REF ACCT #254226000	2,750.00
			7103865		830-9200-490.65-08	ADMIN FEE 10/1/23-9/30/24 ACCT# 277166000	2,750.00
189254	11/9/2023	UNDERGROUND SERVICE ALERT	1020230043		100-4900-431.30-13	76 NEW TICKETS NOVEMBER 2023	47.66
					660-6300-471.45-08	76 NEW TICKETS NOVEMBER 2023	47.67
					670-7000-473.45-05	76 NEW TICKETS NOVEMBER 2023	47.67
			23-241268		100-4900-431.30-13	CA STATE FEE - REG COSTS NOVEMBER 2023	14.10
					660-6300-471.45-08	CA STATE FEE - REG COSTS NOVEMBER 2023	14.09
					670-7000-473.45-05	CA STATE FEE - REG COSTS NOVEMBER 2023	14.09
189255	11/9/2023	VULCAN MATERIALS	73817575	032358	660-6300-471.45-17	COLD MIX	2,779.24
189256	11/9/2023	WILBUR'S POWER EQUIPMENT	12449	032205	100-4900-431.30-06	TOOLS/SUPPLIES	155.94
			12599	032205	100-4900-431.30-06	TOOLS/SUPPLIES	176.49
			12757	032205	100-4900-431.30-06	TOOLS/SUPPLIES	58.47
			12760	032205	100-4900-431.30-06	TOOLS/SUPPLIES	71.70
			12761	032205	100-4900-431.30-06	TOOLS/SUPPLIES	76.54
			12762	032205	100-4900-431.30-06	TOOLS/SUPPLIES	68.46
			12866	032205	100-4900-431.30-06	TOOLS/SUPPLIES	357.70
189257	11/9/2023	WILLIAMS, KAYLA	OCTOBER 2023		001-4000-461.23-15	DANCE INSTRUCTION OCTOBER 2023	122.50
189258	11/9/2023	WITTMAN ENTERPRISES, LLC	231001202	032553	001-2400-422.33-11	BILLING SERVICES OCT2023	3,162.00
189259	11/9/2023	XENIA PACIFIC, INC	6080	032245	704-3200-412.30-02	WINDOW FILM AND WRAP	107.75
189260	11/9/2023	YOUNG, CARLA	MEALS 11/11-15		670-7000-473.23-05	APPA CONF MEALS 11/11-15 YOUNG	251.75
189261	11/16/2023	ALBERT A. WEBB ASSOCIATES	ARIV0001379	032070	661-6300-471.33-11	CEQA COMPLIANCE-ARPA RPOJ	4,447.21
			ARIV0001578	031727	101-4900-431.93-16	OMAR RAMSEY INT. DESIGN	8,091.00
189262	11/16/2023	AMAZON BUSINESS	11TJ-G31G-XD997	032299	001-1910-412.36-00	UNDERDESK KEYBOARD TRAY	53.33
			1RL3-NWLT-4KJH	032294	670-7000-473.45-16	ALKALINE BATTERIES	38.75

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189263	11/16/2023	AMERICAN FIDELITY ASSURANCE	OCTOBER 2023		001-0000-204.80-04	HEALTH FSA 10/1/23-10/15/23	4,030.50
						HEALTH FSA 10/16/23-10/31/23	4,030.50
					001-0000-204.80-05	DEPENDENT CARE FSA 10/1/23-10/15/23	558.33
						DEPENDENT CARE FSA 10/16/23-10/31/23	558.33
189264	11/16/2023	AMERICAN FORENSIC NURSES	78245	032464	001-2200-421.33-31	STAND BY FEE DEC23	973.33
			78269	032464	001-2200-421.33-31	CHP BLOOD DRAWS	73.01
189265	11/16/2023	ANIXTER, INC	5537225-00		670-0000-131.00-00	UHS10050A1A1A1A PO NUM 032512	914.41
			5598922-00		670-0000-131.00-00	JO521; POLE PLATES PO NUM 032512	1,103.70
			5732200-06		670-0000-131.00-00	51008; FUSE LINK PO NUM 032497	238.13
			5776064-00		670-0000-131.00-00	WIRE PO NUM 032518	16,629.41
			5776141-00		670-0000-131.00-00	WIRE PO NUM 032517	44,986.45
			5779540-00		670-0000-131.00-00	DEAD END KIT FOR FIBER AR PO NUM 032515	10,280.21
			5786094-00	032461	670-7000-473.45-16	08960575; REUSABLE POWER	1,902.46
			5803019-01		670-0000-131.00-00	YA39-2N PO NUM 032528	495.60
			5803019-02		670-0000-131.00-00	5644; TERM KIT PO NUM 032528	2,614.02
			5803019-03		670-0000-131.00-00	42142; SOLVENT ALL PURPOS PO NUM 032528	82.88
			5828608-00		670-0000-131.00-00	15" STAND OFF BRACKET PO NUM 032544	1,884.29
189266	11/16/2023	ARAMARK UNIFORM & CAREER APPAREL	5880452283	032351	761-3110-480.25-02	FSR UNIFORMS 11/10/23	97.47
189267	11/16/2023	AT&T CALNET 2	000020712507		001-2200-421.26-05	BAN# 9391033242 09/22/2023 - 10/21/2023	188.11
			000020759204		001-2200-421.26-05	BAN# 9391060200 10/01/2023 - 10/31/2023	399.96
			000020760051		001-2200-421.26-05	BAN# 9391063969 10/01/2023 - 10/31/2023	104.48
			000020760307		001-2200-421.26-05	BAN# 9391064350 10/01/2023 - 10/31/2023	421.30
189268	11/16/2023	AUER, WILLIAM	MEAL 11/28/2023		001-2200-421.23-06	STRATEGIC COMMUNICATION DRIVER AWARENESS - PSP	12.75
189269	11/16/2023	BABCOCK LABORATORIES, INC	CJ30214-0030	032373	660-6300-471.23-32	WATER TESTING	7,338.00
189270	11/16/2023	BANNING VETERINARY HOSPITAL	811897		001-2300-424.33-90	MEDICAL EXAMINATION #2308070047	57.75
			812435		001-2300-424.33-90	MEDICAL EXAMINATION #2110270080	157.25
			816768		001-2300-424.33-90	MEDICAL EXAMINATION 10/18/2023 - 10/20/2023	725.25
			817201		001-2300-424.33-90	MEDICAL EXAMINATION #2310240055	220.50
			817669		001-2300-424.33-90	MEDICAL EXAMINATION #2311020066	199.75
189271	11/16/2023	BARBA ORTIZ &, JOSE DE JESUS	000107957		001-0000-218.22-22	UB CR REFUND-FINALS 000010620	228.33
189272	11/16/2023	BEAUMONT CHERRY VALLEY WATER	0005030		660-6300-471.27-14	LABOR WELL MAINTENANCE SEPTEMBER 2023	22,491.51
189273	11/16/2023	BEAUMONT DO IT BEST HOME CENTER	535571	032304	100-4900-431.36-00	TOOLS/SUPPLIES	135.98
			535759	032238	610-5800-434.36-00	BUS STOP TRASH CANS	52.78
189274	11/16/2023	BIO-TOX LABORATORIES	44971	032466	001-2200-421.33-31	BLOOD ALCOHOL CHP	471.00
			44972	032466	001-2200-421.33-31	BLODD ALCOHOL CHP	96.00
			45057	032466	001-2200-421.33-31	BLOOD ALCOHOL CHP	122.00
189275	11/16/2023	BLEVINS, SUSAN	102193-50588 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,200.00
189276	11/16/2023	BURNHAM GIBSON WEALTH ADVISORS LLC	2023-3	032613	705-4500-412.33-11	SVCS 3RD QTR 7/1-9/30/23	4,082.17
189277	11/16/2023	CALIFORNIA DEPT. OF JUSTICE	RRF-1-2023		680-8000-454.41-04	ANNUAL REGISTRATION RENEW BANNING PUBLIC FACILITIES	25.00
189278	11/16/2023	CALIFORNIA MUNICIPAL STATISTICS	23103001		001-1900-412.33-11	DIRECT & OVERLAPPING DEBT STATEMENT OS OF 6/30/2023	550.00
189279	11/16/2023	CALIFORNIA PEACE OFFICERS' ASSN	402830		001-2200-421.23-03	DEPT MEMBERSHIP 1/01/2024 - 12/31/2024	1,150.00
189280	11/16/2023	CAMPA, ERIC	MEAL 11/28/2023		001-2200-421.23-06	STRATEGIC COMMUNICATION DRIVER AWARENESS - PSP	12.75
189281	11/16/2023	CANON FINANCIAL SERVICES, INC	31473323	032575	001-2200-421.32-06	CA PROPERTY TAXES	64.75
189282	11/16/2023	CELL BUSINESS EQUIP-LEASING	5027046446	032588	670-7000-473.32-06	5000 FOLDER INSERTER	1,139.03
189283	11/16/2023	CELL BUSINESS EQUIPMENT (CBE)	IN2676682	032576	001-2200-421.32-06	COPY COUNT	77.75
189284	11/16/2023	CHANDLER ASSET MANAGEMENT INC	2310BANNING	032081	001-4500-412.33-11	ASSET/INVEST MGMT 10/2023	1,983.30
189285	11/16/2023	CINTAS CORPORATION	4173464880	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4173464883	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4173465092	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICES	319.80
189286	11/16/2023	COMDIRECT, INC	41382	032614	001-2200-421.33-11	MAINTENANCE	525.00
189287	11/16/2023	CONSOLIDATED ELECTRICAL	0954-1021915	032190	704-3200-412.30-02	LED BULBS	188.56
189288	11/16/2023	DAILEY, SANDRA	102577-14922 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,800.00
189289	11/16/2023	E.R. BLOCK PLUMBING	140568	030133	660-6300-471.33-11	BACKFLOW TESTS	7,020.00
189290	11/16/2023	ELECTRIC POWER SYSTEMS INT, INC.	INV_00138113	031284	673-7000-473.96-25	SAN GORGONIO SUBSTATION	20,000.30
189291	11/16/2023	FLYNN, SHERI	TRAVEL 01/23/24		001-1000-411.23-05	AIRFARE-2024 CAL CITIES MONTEREY CONF 01/23-01/26	347.40
189292	11/16/2023	FRONTIER COMMUNICATIONS	9511970620NOV23		001-2200-421.26-05	951-197-0620 10/27/2023 - 11/26/2023	246.69
			9518496778NOV23		001-2200-421.26-05	951-849-6778 11/01/2023 - 11/30/2023	60.78

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189292	11/16/2023	FRONTIER COMMUNICATIONS	9518496778OCT23		001-2200-421.26-05	951-849-6778 10/01/2023 - 10/31/2023	60.78
			9519220196OCT23		001-2200-421.26-05	951-922-0196 10/16/2023 - 11/15/2023	1,115.31
189293	11/16/2023	GALLS, LLC	BC1982097	032465	001-2200-421.36-04	UNIFORMS	111.22
			BC1982718	032465	001-2200-421.36-04	UNIFORMS	408.29
			BC1990211	032465	001-2210-421.36-04	UNIFORM	212.03
189294	11/16/2023	GARDA CL WEST INC	10756780	031919	761-3100-480.23-43	ARMORED SRVC NOV 23	1,276.03
			20583333	031919	761-3100-480.23-43	EXCESS ITEMS OCT 23	39.92
189295	11/16/2023	GEAR GRID LLC	0023634-IN	032572	001-2400-422.89-46	STATION #89 GEAR LOCKERS	7,395.00
189296	11/16/2023	GHJ ADVISORS	80010	032495	700-5300-480.33-04	FORENSIC INVESTIGATION ELECTRIC - SEPTEMBER 2023	13,100.00
			82128	032495	700-5300-480.33-04	FORENSIC INVESTIGATION ELECTRIC - OCTOBER 2023	40,633.00
189297	11/16/2023	GRAINGER	9897708351	032313	702-3800-480.38-52	COIN BTTY SUPPLIES	11.17
			9899067897	032313	702-3800-480.38-52	PARTS #243	14.95
			9899560958	032313	702-3800-480.38-52	PARTS #243	62.92
			9900156721	032313	702-3800-480.38-52	PARTS #243	20.71
189298	11/16/2023	GREEN DREAM INTERNATIONAL LLC	GDIAC-032412-2	032412	660-6300-471.45-17	CLASS II BASE AND SAND	1,052.46
189299	11/16/2023	HOME DEPOT #8987	1362671	032194	704-3200-412.30-02	TOOLS/SUPPLIES	67.57
			6525538	032291	761-3110-480.36-00	4X-11IN HEAT RESISTNT CBL	30.08
189300	11/16/2023	HOVIS, JEANNIE	64375-53462 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,400.00
189301	11/16/2023	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20231117		001-0000-204.80-10	PAYROLL SUMMARY	3,020.14
189302	11/16/2023	ICMA RETIREMENT TRUST 457	20231117		001-0000-204.16-00	PAYROLL SUMMARY	364.32
189303	11/16/2023	INFOSEND, INC	250556	031981	761-3100-480.23-02	UB BILL SRVC 11/3/23	352.84
					761-3100-480.23-04	UB BILL SRVC 11/3/23	2,786.53
					761-3100-480.33-11	UB BILL SRVC 11/3/23	895.57
			250776	031981	761-3100-480.23-02	UB BILL SRVC 11/10/23	104.29
					761-3100-480.23-04	UB BILL SRVC 11/10/23	907.90
					761-3100-480.33-11	UB BILL SRVC 11/10/23	229.24
189304	11/16/2023	KEN GRODY FORD REDLANDS	28295	032317	702-3800-480.38-52	HEADLAMP ASY #74	705.03
189305	11/16/2023	LOADER, MICHAEL	ADPP 11/1/2023		001-0000-112.00-00	ADVANCE DISABILITY PEN 11/1/2023-11/30/2023	5,540.74
189306	11/16/2023	LOPEZ, MARISOL	REIM ICSC 23		001-1210-412.23-05	ICSC WESTERN 2023 SAN DIEGO, CA 10/25-10/27	219.30
189307	11/16/2023	MARIPOSA LANDSCAPES, INC	104832	032405	001-2200-421.23-29	LANDSCAPE MAINTENACE	2,438.13
					001-2400-422.30-01	LANDSCAPE MAINTENACE	1,812.00
					100-4900-431.23-29	LANDSCAPE MAINTENACE	2,918.10
					704-3200-412.23-29	LANDSCAPE MAINTENACE	2,332.13
189308	11/16/2023	MENDOZA, SAMUEL	MEAL 11/28/2023		001-2200-421.23-06	STRATEGIC COMMUNICATION DRIVER AWARENESS - PSP	12.75
189309	11/16/2023	MITSUBISHI ELECTRIC & ELECTRONICS	470405	031409	704-3200-412.30-02	REGULAR SERVICE	341.67
189310	11/16/2023	MIXON, FRANKLEN	MEAL 11/28/2023		001-2200-421.23-06	STRATEGIC COMMUNICATION DRIVER AWARENESS - PSP	12.75
189311	11/16/2023	MORFORD, CHUCK	000100349		001-0000-218.22-22	UB CR REFUND 000034728	2,126.85
189312	11/16/2023	NATIONAL BUSINESS FURNITURE, LLC	MK599658	032568	222-0001-410.90-55	FURNITURE	6,398.58
189313	11/16/2023	NATIONWIDE RETIREMENT SOLUTIONS	20231117		001-0000-204.16-00	PAYROLL SUMMARY	5,557.86
189314	11/16/2023	NIETO, FRANCISCO	MEAL 11/28/2023		001-2200-421.23-06	STRATEGIC COMMUNICATION DRIVER AWARENESS - PSP	12.75
189315	11/16/2023	N2W ENGINEERING, INC	0370	032037	680-8000-454.90-10	WWTP OWNER ADVISOR	38,292.10
189316	11/16/2023	OERTEL, ERICH	MEAL 11/28/2023		001-2200-421.23-06	STRATEGIC COMMUNICATION DRIVER AWARENESS - PSP	12.75
189317	11/16/2023	PARKHOUSE TIRE, INC.	2010876575	032427	702-3800-480.38-52	TIRES #34	271.52
189318	11/16/2023	PARS	20231117		001-0000-204.25-00	PAYROLL SUMMARY	193.08
189319	11/16/2023	PARTS AUTHORITY	062-663991	032423	702-3800-480.38-52	3 12V COMMERT BTTYS #339	573.19
			091-316929	032423	702-3800-480.38-52	SUPPLIES	43.83
			091-317057	032423	702-3800-480.38-52	AIR FILTER STOCK	17.25
189320	11/16/2023	PUBLIC AGENCY RETIREMENT SERVICES	54248		001-1900-412.33-11	PARS PIN ID#PH-ARS05A SVC PERIOD 09/30/2023	300.00
189321	11/16/2023	REAVIS CODE UTILITY SOLUTIONS, LLC	1532	032603	670-7000-473.30-17	SOFTWARE, RC MAP, RC OPS	46,440.00
189322	11/16/2023	ROJAS, HUMBERTO	000106627		001-0000-218.22-22	UB CR REFUND-FINALS 000005872	30.57
189323	11/16/2023	ROSE, RICHARD & SUZANNE	000057423		001-0000-218.22-22	UB CR REFUND 000011310	1,751.31
189324	11/16/2023	SCHULZE, DOUG	TRAVEL 10/4/23		001-1200-412.23-05	ICMA AUSTIN TEXAS UBER FARE 10/04/2023	31.23
189325	11/16/2023	SGP DESIGN AND PRINT	12962	032213	670-7000-473.23-02	METER REPORT BOOKS	457.94
189326	11/16/2023	SHRED-IT USA, LLC	8004986616	032398	001-2200-421.23-07	PD SHRED IT	156.47
189327	11/16/2023	SITEONE LANDSCAPE SUPPLY	135361567-001		660-0000-131.00-00	POLY SAND BAG PO NUM 032505	148.99
189328	11/16/2023	SNYDER, JOHN	107269-19902 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,800.00
189329	11/16/2023	SO CAL JOINT POLE COMMITTEE	21969		670-7000-473.27-11	OPERATING EXPENSES OCTOBER 2023	893.64
189330	11/16/2023	SPEERS, TANNER	MEAL 11/30/2023		001-2200-421.23-06	ARREST & CONTROL BATON UPDATE	12.75

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189331	11/16/2023	STAPLES BUSINESS ADVANTAGE	3550320190	032342	001-2200-421.36-00	PD SUPPLIES	116.28
			3551195476	031608	610-5800-434.36-00	TONER MIDDLE OFFICE	153.90
189332	11/16/2023	STATE OF CALIFORNIA DOJ	693454	032502	001-2200-421.33-94	OCT2023	1,602.00
189333	11/16/2023	SUN RIDGE SYSTEMS INC	7788	032628	001-2200-421.30-17	RIMS ANNUAL SUPPORT 09/24/2023 - 09/23/2024	25,049.00
189334	11/16/2023	TIME WARNER CABLE (086811201)	086811201110123		670-7000-473.26-09	BUSINESS TV #086811201 NOVEMBER 2023	95.01
189335	11/16/2023	TIME WARNER/CHARTER	0015614110123		001-2400-422.26-09	FIRE STATION #89 8448 41 081 0015614	32.12
			0017099110123		001-2400-422.26-09	3900 W WILSON ST 8448 41 081 0017099	210.73
			0051007102523		001-2060-446.26-09	CITY HALL 10/25-11/24 ACCT#8448 41 081 0051007	146.95
189336	11/16/2023	TOM BELL CHEVROLET	5080478	032380	702-3800-480.38-52	PARTS #311	495.87
189337	11/16/2023	TOP-LINE INDUSTRIAL SUPPLY, LCC	463972	032261	702-3800-480.38-52	SUPPLIES	30.96
189338	11/16/2023	UNITED WATER WORKS, INC	S100124520.001	032600	660-6300-471.45-16	10'' TEST PLATE	104.47
189339	11/16/2023	VACA, YVETTE	MEAL 11/28/2023		001-2200-421.23-06	STRATEGIC COMMUNICATION DRIVER AWARENESS - PSP	12.75
189340	11/16/2023	VEOLIA WATER CONTRACT OPERATIONS US	9000116755	031245	680-8000-454.23-38	O&M FEE- OCTOBER	73,434.00
189341	11/16/2023	VERIZON WIRELESS SERVICES, LLC	9948280498		001-1000-411.26-05	CITY COUNCIL CELLS NOVEMBER 2023	517.78
					001-1200-412.26-05	CITY MANAGER CELL NOVEMBER 2023	367.97
					001-1210-412.26-05	ECONOMIC DEVELOPMENT CELL NOVEMBER 2023	51.24
					001-1300-412.26-05	HUMAN RESOURCES NOVEMBER 2023	88.02
					001-1400-412.26-05	CITY CLERK CELL NOVEMBER 2023	38.28
					001-1900-412.26-05	FINANCE CELLS NOVEMBER 2023	227.55
					001-1910-412.26-05	PURCHASING CELL NOVEMBER 2023	46.51
					001-2060-446.26-05	GOVERNMENT ACCESS CELL NOVEMBER 2023	26.28
					001-2200-421.26-05	POLICE DEPT CELLS NOVEMBER 2023	1,811.92
					001-2210-421.26-05	DISPATCH CELLS NOVEMBER 2023	67.79
					001-2300-424.26-08	ANIMAL CONTROL CELLS NOVEMBER 2023	88.02
					001-2740-442.26-05	CODE ENFORCEMENT CELLS NOVEMBER 2023	256.07
					001-2800-441.26-05	PLANNING DEPT CELLS NOVEMBER 2023	501.06
					001-3000-442.26-05	ENGINEERING DEPT CELLS NOVEMBER 2023	307.70
					001-3200-412.26-05	BUILDING MAINTENANCE CELL NOVEMBER 2023	38.47
					001-3600-461.26-05	RECREATION CELLS NOVEMBER 2023	193.82
					001-4000-461.26-05	PARKS CELLS NOVEMBER 2023	115.99
					001-4000-461.36-09	OEP GRANT NOVEMBER 2023	41.51
					001-4050-461.26-05	SENIOR CENTER NOVEMBER 2023	41.51
					100-4900-431.26-05	STREETS DEPT CELLS NOVEMBER 2023	280.71
					610-5800-434.26-05	TRANSIT CELLS NOVEMBER 2023	590.41
					610-5850-434.26-05	DIAL A RIDE CELL NOVEMBER 2023	32.35
					660-6300-471.26-05	WATER DEPT CELLS NOVEMBER 2023	764.11
					670-7000-473.26-05	ELECTRIC DEPT CELLS NOVEMBER 2023	1,976.34
					680-8000-454.26-05	WASTEWATER DEPT CELLS NOVEMBER 2023	274.03
					702-3800-480.26-05	FLEET DEPT CELLS NOVEMBER 2023	85.38
					703-3700-480.26-05	INFORMATION SERVICES CELL NOVEMBER 2023	186.04
					761-3100-480.26-05	UTILITY BILLING CELLS NOVEMBER 2023	87.47
					761-3110-480.26-05	METER SERVICES CELLS NOVEMBER 2023	177.43
189342	11/16/2023	VIRTUAL PROJECT MANAGER, LLC	12-3809	032629	660-6300-471.30-17	SOFTWARE SYSTEM MANAGEMEN	249.90
					670-7000-473.30-17	SOFTWARE SYSTEM MANAGEMEN	500.10
					680-8000-454.30-17	SOFTWARE SYSTEM MANAGEMEN	250.00
189343	11/16/2023	WALLACE, COLLEEN	TRAVEL 11/29		001-1000-411.23-05	LEAGUE OF CA CITIES 11/29/23 - 12/01/23	46.50
189344	11/16/2023	WASTE MANAGEMENT OF THE IE	OCTOBER 2023		690-9600-356.38-95	21% FRANCHISE FEE OCTOBER 2023	(653.56)
					690-9600-453.23-10	REFUSE FOR OCTOBER 2023	3,112.18
189345	11/16/2023	WESTERN AUDIO VISUAL & SECURITY	19415	032547	001-2200-421.90-46	AUDIO AND VIDEO	22,472.65
189346	11/22/2023	AILA, GREBELL	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189347	11/22/2023	AMAZON BUSINESS	1137-RNM9-4H7C	032293	100-4900-431.36-00	TRASH PICKER	61.19
			17YP-Y7GP-4T6J	032293	704-3200-412.36-00	AIR CONDITIONER REMOTE	20.44
			1NWN-G4PX-6MVD	032295	675-7020-473.41-46	CHRISTMAS COFFEE CUP SLEE	84.00
189348	11/22/2023	AUDELO, REBECCA	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189349	11/22/2023	BATDORF, JACQUELINE	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	97.50
189350	11/22/2023	BECHTEL, PETRA	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189351	11/22/2023	BLACKWELL, CAROL	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT MASTER METER RESIDENT	120.00
					675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189352	11/22/2023	BLEIER, TODD	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189353	11/22/2023	BOLIN, DIANA	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189354	11/22/2023	BOOTH, CATHY	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189355	11/22/2023	BUCKMAN, JACALYN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189356	11/22/2023	CDW GOVERNMENT, INC	MV54830	032208	001-1910-412.89-48	WIRELESS KEYBOARD	23.75
189357	11/22/2023	CELL BUSINESS EQUIP-LEASING	5027437715	032588	670-7000-473.32-06	5000 FOLDER INSERTER	821.50
189358	11/22/2023	CORNELL, JOE	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189359	11/22/2023	CRAIN, MARK	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189360	11/22/2023	DE LA HOYA, JUAN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	32.50
189361	11/22/2023	DEGUZMAN, MILDRED	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189362	11/22/2023	DISTRICT ATTORNEY'S OFFICE	21-1317		001-0000-218.45-00	D.A. REF NO A23-042 ASSET FORFEITURE	7,577.00
189363	11/22/2023	ETHIER, GREG	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189364	11/22/2023	FLETCHER, TERRI	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189365	11/22/2023	GONZALEZ, ARMIDA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189366	11/22/2023	HARRIS & COLLINS	UDBA2300213		700-5300-480.41-38	SETTLEMENT AGREEMENT COB V SKYDIVE WEST COAST	1,403.21
189367	11/22/2023	HAWK, MARGARET	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT MASTER METER RESIDENT	150.00
189368	11/22/2023	HEISS, SUZANNA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189369	11/22/2023	KOLLER, MARIE	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189370	11/22/2023	KOSMONT & ASSOCIATES, INC	2109.6-015	031338	001-1210-412.33-11	CRIA FORMATION	1,055.60
189371	11/22/2023	LIEVANOS, MANUEL	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	97.50
189372	11/22/2023	LOPEZ, RUBEN	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189373	11/22/2023	MACIEL, JOSE	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189374	11/22/2023	MASTEN, STAR	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189375	11/22/2023	MC ARRON, SUSAN	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189376	11/22/2023	MCFARLAND, DARLENE	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189377	11/22/2023	MEZA, TOMMY & GLORIA	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189378	11/22/2023	MOLINA, JUANA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189379	11/22/2023	MORAN, GRISELDA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	130.00
189380	11/22/2023	MYERING, NEAL	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189381	11/22/2023	O'CONNELL, DONNA	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189382	11/22/2023	PATINO, JORGE	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189383	11/22/2023	RINALDI, LORETTA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189384	11/22/2023	RIOS, BERTA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189385	11/22/2023	RISCHARD, ROBERT	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189386	11/22/2023	ROCHA, MARGARET	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189387	11/22/2023	RODRIGUEZ, SANDRA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	65.00
189388	11/22/2023	SKINNER, DEBORAH & ROY	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189389	11/22/2023	SMITH, FRED	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189390	11/22/2023	STAPLES BUSINESS ADVANTAGE	3550764707	032341	001-1900-412.36-00	PASTEL GRAY PAPER	43.05
189391	11/22/2023	STONE, IDA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189392	11/22/2023	TRI-GLOBAL TECHNOLOGIES, LLC	230802E502	032627	670-7000-473.30-06	ORBITAS	1,485.00
					670-7000-473.30-17	ORBITAS	2,685.00
189393	11/22/2023	URENA-PEREZ, RITA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189394	11/22/2023	VELA, ARTURO M	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189395	11/22/2023	VIGILANT LLC	20077	032607	703-3700-480.33-11	ENDPOINT DETECT/RESPONSE	2,682.17
			20271	032607	703-3700-480.33-11	ENDPOINT DETECT/RESPONSE	2,835.60
			20272	032607	703-3700-480.33-11	ENDPOINT DETECT/RESPONSE	5,364.34
189396	11/22/2023	WEBSTER, LON	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT MASTER METER RESIDENT	120.00
					675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189397	11/22/2023	WILCE, MARLENE	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT MASTER METER RESIDENT	150.00
189398	11/22/2023	WISECARVER, COLLETTE	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT MASTER METER RESIDENT	150.00
189399	11/22/2023	XENIA PACIFIC, INC	6060	032474	761-3100-480.36-00	UB POLO WRK SHIRTS	1,231.58
			6082	032475	761-3110-480.36-00	MTR POLO WRK SHIRTS	550.06
189400	11/22/2023	YOUNG, CHRISTY	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189401	11/22/2023	ZOELLER, SUSAN	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189402	11/30/2023	AFLAC BENEFITS SOLUTIONS	SEPTEMBER 2023		001-0000-204.32-00	DENTAL PPO SEPTEMBER 2023	7,330.98
189403	11/30/2023	AMAZON BUSINESS	13JV-CQQQ-4C1H	032296	001-4000-461.36-09	LEGO BOT SUPPLIES	840.71
			14WF-NTWR-CTX1	032295	675-7020-473.36-00	LIGHT UP YOUR HOLIDAY LIG	441.85

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189403	11/30/2023	AMAZON BUSINESS	16ML-JFFT-QVCN	032299	001-1910-412.36-00	BREAK ROOM SUPPLIES	131.29
			17MR-CHM6-R9G6	032297	001-4050-461.36-65	SENIOR ACTIVITY SUPPLIES	68.93
			17RW-7L66-Y1HG	032293	100-4900-431.36-00	WIRELESS KEYBOARD & MOUSE	37.70
			17WQ-4GCD-JXTL	032299	001-1910-412.36-00	2/PACK OFFICE CHAIRS	339.05
			1DV4-DV7N-WMTL	032180	001-1400-412.36-00	HOLIDAY PARTY SUPPLIES	21.52
			1GRC-K7WY-3PVH	032299	001-1910-412.36-00	BATTERY TESTER	8.61
			1M4N-VN3R-K9PV	032298	761-3100-480.36-00	HOLIDAY DECORATIONS	103.88
			1MFW-W66C-Q7V6	032299	001-1910-412.36-00	DAILY BODY SOUND MACHINE	17.23
			1NCC-7GC6-QVNQ	032299	001-1910-412.36-00	SLEEPBOX SLEEP WHITE NOIS	34.46
			1PY4-P3N1-4MKT	032299	001-1910-412.36-00	WIRELESS KEYBOARD & CLEAR	39.85
			1TQP-MLM4-4F79	032299	001-1910-412.36-00	CREDIT - PLASTIC POCKETS	(5.92)
			1WLD-36RP-677L	032180	001-1400-412.36-00	COMMAND STRIPS	11.48
			1WPG-KFYP-4JNJ	032297	201-4060-446.42-07	GIFT BAG SUPPLIES	283.30
			1YTG-YCMH-9M19	032381	001-2800-441.36-00	OFFICE SUPPLIES	70.63
189404	11/30/2023	ANIXTER, INC	5835194-00		670-0000-131.00-00	SG-4502 PO NUM 032586	66.59
189405	11/30/2023	ARAMARK UNIFORM & CAREER APPAREL	588000435314A	031519	100-4900-431.25-02	UNIFORM SERVICES	940.89
					704-3200-412.25-02	UNIFORM SERVICES	2.42
			588000608	031519	704-3200-412.25-02	UNIFORM SERVICES	22.68
			5880458109	032351	761-3110-480.25-02	FSR UNIFORMS 11/17/23	82.73
189406	11/30/2023	ARTISTIC MAINTENANCE, INC.	0036475-IN	030561	111-4900-432.23-29	BRKN SPRNKLRS REPAIR	209.32
189407	11/30/2023	BANNING VETERINARY HOSPITAL	770211		001-2300-424.33-90	MEDICAL EXAMINATION # 2112220076	143.75
			777989		001-2300-424.33-90	MEDICAL EXAMINATION # 2204110055	238.75
			789220		001-2300-424.33-90	MEDICAL EXAMINATION # 2209100025 2209120050	145.00
			792994		001-2300-424.33-90	MEDICAL EXAMINATION # 2211110043	627.83
			802329		001-2300-424.33-90	MEDICAL EXAMINATION # 2303220076	90.00
			805202		001-2300-424.33-90	MEDICAL EXAMINATION # 2305010041	724.13
			805417		001-2300-424.33-90	MEDICAL EXAMINATION # 2305040048	135.75
			813801		001-2300-424.33-90	MEDICAL EXAMINATION # 2308280080 2309040075	994.84
			814687		001-2300-424.33-90	MEDICAL EXAMINATION INCIDENT3 2309190069	99.75
189408	11/30/2023	BARBARA SINATRA CHILDREN'S CENTER	OCTOBER 2023		001-2200-421.33-31	MEDICAL EXAMINATION CASE #22-1392	231.00
189409	11/30/2023	BEAUMONT DO IT BEST HOME CENTER	535577	032277	001-4000-461.30-02	PAINT	45.23
			535631	032278	001-3600-461.30-01	PEST CONTROL	37.85
			535682	032278	001-3600-461.30-01	PARK SUPPLIES	32.84
			535815	032304	704-3200-412.30-02	TOOLS/SUPPLIES	13.64
			535900	032304	704-3200-412.36-00	HEAVY DUTY GLOVES	28.00
			535901	032304	704-3200-412.36-00	LIQ FIRE DRN CLEANER	6.99
			535910	032304	100-4900-431.36-00	WHITE STRIPING PAINT	51.25
			536024	032304	100-4900-431.36-00	FINE MARKER/STRAP	5.46
189410	11/30/2023	BEAUMONT, CITY OF	INV00098		100-4900-431.30-09	SHARED TRAFFIC SIGNALS APRIL 2023	206.50
			INV00140		100-4900-431.30-09	SHARED TRAFFIC SIGNALS MAY 2023	206.50
			INV00142		100-4900-431.30-09	SHARED TRAFFIC SIGNALS JUNE 2023	206.50
			INV00218		100-4900-431.30-09	SHARED TRAFFIC SIGNAL	206.50
189411	11/30/2023	BEST DRILLING AND PUMP INC	7	032073	661-0000-232.00-00	WELL C-8 CONSTRUCTION RETAINAGE	(1,125.00)
					661-6300-471.95-08	WELL C-8 CONSTRUCTION	22,500.00
189412	11/30/2023	BLAIS & ASSOCIATES, LLC	BA_6398_2023	032477	704-3200-412.33-11	ARMORY RETROFIT	9,247.67
			BA_6480_2023	031320	100-4900-431.33-11	RAMSEY/OMAR	87.50
			BA_6481_2023	031313	100-4900-431.33-11	RAMSEY PEDESTRIAN	280.00
			BA_6482_2023	030062	001-1200-412.33-11	PUBLIC WORKS GRANTS	2,202.14
					100-4900-431.33-11	PUBLIC WORKS GRANTS	247.32
					660-6300-471.33-11	PUBLIC WORKS GRANTS	543.94
					680-8000-454.33-11	PUBLIC WORKS GRANTS	581.78
					690-9600-453.33-11	PUBLIC WORKS GRANTS	247.32
189413	11/30/2023	CANON FINANCIAL SERVICES, INC	31543419	032336	001-4000-461.32-06	COPIER LEASE	178.45
					660-6300-471.32-06	COPIER LEASE	178.45
					670-7000-473.32-06	COPIER LEASE	712.01
					705-4500-412.32-06	COPIER LEASE	524.76
					761-3100-480.32-06	COPIER LEASE	127.70
189414	11/30/2023	CASC ENGINEERING AND CONSULTING INC	0050072	032079	100-4900-431.90-10	SAN G & RLRD GRADE DESIGN	2,111.25

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189415	11/30/2023	CDW GOVERNMENT, INC	MK77603	032268	001-1900-412.89-48	CANON SCANNER	394.33
			MR71739	032208	001-1900-412.89-48	DELL LAT 5540 I5-1335U	461.04
					001-1910-412.89-48	DELL LAT 5540 I5-1335U	1,769.96
			MT32727	032268	703-3700-480.36-00	LINKSPRINTER MODEL 300	915.88
			MV41439	032268	703-3700-480.36-56	FIBER OPTIC CABLES	208.60
			NB81088	032618	702-3800-480.30-17	APPLE IPAD(2)	1,102.49
			NB83024	032618	702-3800-480.30-17	IPAD MINI (2)	115.27
189416	11/30/2023	CICCS	NOVEMBER 2023		001-0000-204.80-08	EYEMED VISION NOVEMBER 2023	995.49
			OCTOBER 2023		001-0000-204.80-08	EYEMED VISION OCTOBER 2023	1,027.65
189417	11/30/2023	CINTAS CORPORATION	4173464864	032320	001-3600-461.25-02	PARKS UNIFORMS	49.17
			4173464897	032319	100-4900-431.25-02	UNIFORM SERVICES	84.83
					704-3200-412.25-02	UNIFORM SERVICES	2.19
			4174230129	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4174230344	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4174230351	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	318.05
			4174940413	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4174940479	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4174940733	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICES	319.05
189418	11/30/2023	CITY OF BANNING (BNG)	FC B-5 NOV23		705-4500-412.32-06	HANGAR FC B-5 CARRIAGES NOVEMBER 2023	185.89
189419	11/30/2023	CITY OF BANNING UTILITIES	10194557468NV23		810-9700-490.90-60	OP VILLAGE UTILITIES NOVEMBER 2023 ELECTRIC	248.43
			10194557548NV23		810-9700-490.90-60	OP VILLAGE UTILITIES NOVEMBER 2023 WATER	374.73
189420	11/30/2023	CLEAN ENERGY	CEW12617130	032441	702-3800-480.30-06	REPAIRS CNC COMP B	1,056.30
189421	11/30/2023	COLLINS, ELIZABETH	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189422	11/30/2023	CORE & MAIN, LP	T398909		660-0000-131.00-00	INVENTORY PO NUM 032355	2,172.45
			T779463		660-0000-131.00-00	INVENTORY PO NUM 032355	4,161.11
189423	11/30/2023	CREATIVE BUS SALES INC	XA107003120:01	032309	702-3800-480.38-52	WINDSHIELD #244	599.98
189424	11/30/2023	D&M JOB INC.	15234	032243	810-9700-490.90-59	OP VILL POLICY BOOKS	232.74
189425	11/30/2023	DELTA DENTAL INSURANCE COMPANY	OCTOBER 2023		001-0000-204.32-00	DENTAL - HMO OCTOBER 2023	885.61
189426	11/30/2023	DISH NETWORK SVC LLC	22-00004556		001-0000-218.22-21	BUILDING PERMIT REFUND #152924 4978 3/4 RAMSEY	4.56
189427	11/30/2023	ENTERPRISE RENT-A-CAR	90154880988		670-7000-473.23-05	APPA CONFERENCE CAR RENTAL - C YOUNG	449.07
189428	11/30/2023	EVERBRIDGE, INC	M77850	032656	705-4500-412.33-11	NIXLE ENGAGE	5,040.00
189429	11/30/2023	FEDEX	8-327-65198	032467	001-2200-421.23-04	RIVERSIDE COUNTY DA	76.02
189430	11/30/2023	FIRST AMERICAN TITLE COMPANY	422-42275350		001-1210-412.33-11	TITLE REPORT APN 540-070-014	400.00
189431	11/30/2023	FRONTIER COMMUNICATIONS	2091884027NOV23		705-4500-412.26-05	209-188-4027 11/16/2023-12/15/2023	192.62
			2091885918NOV23		001-2200-421.26-05	209-188-5918 10/28/23-11/27/23	43.04
					660-6300-471.26-05	209-188-5918 10/28/23-11/27/23	1,014.75
					670-7000-473.26-05	209-188-5918 10/28/23-11/27/23	289.78
					702-3800-480.26-05	209-188-5918 10/28/23-11/27/23	132.44
					705-4500-412.26-05	209-188-5918 10/28/23-11/27/23	1,676.61
			2131817186NOV23		703-3700-480.30-17	213-181-7186 11/19/2023-12/18/2023	468.88
			9518493260NOV23		705-4500-412.26-05	951-849-3260 10/28/23-11/27/23	324.61
			9518497124NOV23		705-4500-412.26-05	951-849-7124 11/10/2023-12/9/2023	124.08
			9518497296NOV23		705-4500-412.26-05	951-849-7296 11/16/2023-12/15/2023	120.05
			9518499205NOV23		705-4500-412.26-05	951-849-9205 11/13/2023-12/12/2023	120.05
			9519220262NOV23		705-4500-412.26-05	951-922-0262 11/4/2023-12/3/2023	124.08
189432	11/30/2023	GAS COMPANY, THE	03442480665NV23		704-3200-412.26-06	2041 W NICOLET 10/11/23-11/10/23	14.79
			05602682006NV23		001-2400-422.26-06	172 N MURRAY 11/16/23-11/15/23	58.28
			12662493001NV23		001-2400-422.26-06	3900 W WILSON 10/9/23-11/8/23	33.17
			15684815176NV23		705-4500-412.26-06	99 E RAMSEY 10/16/2023-11/15/2023	97.42
189433	11/30/2023	GONZALES, REUBEN	MILEAGE NOV23		001-1000-411.23-05	HEMET/SAN JACINTO STATE OF THE CITY - MILEAGE	26.20
189434	11/30/2023	GRAINGER	9890812564	032313	702-3800-480.38-52	FOAM DETERGENT SUPPLIES	302.10
			9906329413	032313	702-3800-480.38-52	PARTS #619	24.10
			9914336327	032313	702-3800-480.38-52	CHARGER #903	51.61
189435	11/30/2023	HAAKER EQUIPMENT COMPANY	C1A8DL	032327	680-8000-454.45-16	MULTIPLE PARTS	698.76
			W1A4UC	032327	680-8000-454.45-16	MULTIPLE PARTS	905.77
189436	11/30/2023	HALLOCK, DENNIS	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189437	11/30/2023	HOME DEPOT #8987	0013747	032194	704-3200-412.30-02	6PK PLASTIC DROP CLOTH	25.39
			2014608	032194	704-3200-412.30-02	TOOLS/SUPPLIES	19.39
			5014248	032194	704-3200-412.30-02	TOOLS/SUPPLIES	140.90
			5072272	032314	675-7020-473.36-00	LIGHT UP YOUR HOLIDAY LIG	424.77
			5374010	032194	704-3200-412.30-02	TOOLS/SUPPLIES	95.19
189438	11/30/2023	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20231201		001-0000-204.80-10	PAYROLL SUMMARY	3,057.04
189439	11/30/2023	ICMA RETIREMENT TRUST 457	20231201		001-0000-204.16-00	PAYROLL SUMMARY	364.32
189440	11/30/2023	IMPERIAL SUPPLIES, LLC	I0018J2472	032315	702-3800-480.38-52	SUPPLIES	119.36
			I0018M3804	032315	702-3800-480.38-52	SHOP WASH SUPPLIES	165.83
189441	11/30/2023	INFOSEND, INC	251061	031981	761-3100-480.23-02	UB BILL SRVC 11/17/23	79.76
					761-3100-480.23-04	UB BILL SRVC 11/17/23	640.35
					761-3100-480.33-11	UB BILL SRVC 11/17/23	161.24
189442	11/30/2023	INNOVATIVE FEDERAL STRATEGIES	102023	032524	705-4500-412.33-11	FEDERAL LOBBYING SVCS	4,500.00
189443	11/30/2023	JOE A GONSALVES & SON	161168	032066	001-1000-411.33-11	STATE LOBBYING SVCS	1,400.00
					660-6300-471.33-11	STATE LOBBYING SVCS	1,400.00
					670-7000-473.33-11	STATE LOBBYING SVCS	350.00
					680-8000-454.33-11	STATE LOBBYING SVCS	350.00
189444	11/30/2023	JOHNSON, EVELYN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189445	11/30/2023	KEN GRODY FORD REDLANDS	259261	032317	702-3800-480.30-05	REPAIRS #03	4,811.18
			28137	032317	702-3800-480.38-52	PARTS #232	535.19
			28599	032317	702-3800-480.38-52	SEAL,RING #70	46.76
189446	11/30/2023	KV'S FLOORING	3453	032604	704-3200-412.30-02	FINANCE CARPET	11,192.53
189447	11/30/2023	MARIPOSA LANDSCAPES, INC	104831	030833	001-3600-461.23-29	PARKS MAINT OCT 2023	8,277.41
					001-4000-461.23-29	PARKS MAINT OCT 2023	723.53
					001-4010-461.23-29	PARKS MAINT OCT 2023	735.00
					001-4050-461.23-29	PARKS MAINT OCT 2023	555.58
189448	11/30/2023	MEGATRONICS INTERNATIONAL CORP	18012	032653	702-3800-480.30-17	SOFTWARE MAINT	2,945.00
189449	11/30/2023	MICHAEL BAKER INTERNATIONAL, INC	1196238		002-0000-222.31-42	PROJ MGMT SVCS SUNSET CROSSING 10/29/23	2,970.00
					002-2800-361.41-02	PROJ MGMT SVCS SUNSET CROSSING 10/29/23	(2,970.00)
				030874	002-2800-441.33-11	MBI SUNSET CROSSROADS PM	2,970.00
189450	11/30/2023	MY COI LLC	1412561415	032646	705-4500-412.33-11	COMPLIANCE MANAGEMENT	1,600.00
189451	11/30/2023	NATIONWIDE RETIREMENT SOLUTIONS	20231201		001-0000-204.16-00	PAYROLL SUMMARY	4,931.01
189452	11/30/2023	O'REILLY AUTO PARTS	6117-175268	032350	702-3800-480.38-52	OIL,CABIN FILTER #628	41.90
189453	11/30/2023	ORACLE AMERICA INC	101026543	032099	222-0001-410.90-49	TIME AND MATERIALS	12,989.53
			101026544	032099	222-0001-410.90-49	TIME AND MATERIALS	7,922.26
189454	11/30/2023	PACKHAM & TOOMEY, INC	2023503	032542	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00
			2023504	032567	702-3800-480.30-06	MTHLY INSPECT/RPT	135.00
189455	11/30/2023	PARKHOUSE TIRE, INC.	2010877669	032427	702-3800-480.38-52	TIRES #830	838.70
189456	11/30/2023	PARS	20231201		001-0000-204.25-00	PAYROLL SUMMARY	168.76
189457	11/30/2023	PARTS AUTHORITY	062-712279	032423	702-3800-480.38-52	STT LAMP #358	23.30
			070-980978	032423	702-3800-480.38-52	OIL-AUTO #70	7.24
			091-057278	032423	702-3800-480.38-52	BTTY WARR CRDIT	(151.99)
			091-317492	032423	702-3800-480.38-52	EXHAUST MANIFOLD #30	37.56
			091-317929	032423	702-3800-480.38-52	OIL-AUTOMATIC #70	7.24
			094-330008	032423	702-3800-480.38-52	OIL-AUTO #70	28.96
			117-464892	032423	702-3800-480.38-52	ROTOR ASSY #802	100.75
189458	11/30/2023	PITTMAN, DAVID	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189459	11/30/2023	PRE-PAID LEGAL SERVICES, INC	NOVEMBER 2023		001-0000-204.80-07	PREPAID LEGAL PREMIUMS	319.92
			OCTOBER 2023		001-0000-204.80-07	PREPAID LEGAL PREMIUMS	319.92
			SEPTEMBER 2023		001-0000-204.80-07	PREPAID LEGAL PREMIUMS	319.92
189460	11/30/2023	RACEWAY FORD INC	3747393	032649	702-3800-480.38-52	AUTO TRANS, CORE #70	4,785.00
			3747534	032649	702-3800-480.38-52	PARTS #70	70.35
189461	11/30/2023	RINCON CONSULTANTS, INC.	52386	030802	001-2800-441.33-11	BANNING HOUSING EL 10/23	2,574.00
189462	11/30/2023	RIVCO EMD	23-24Q1		001-1300-412.41-29	EMERGENCY SVC COORDINATOR JULY-SEPTEMBER 2023	11,250.00
189463	11/30/2023	RUELAS, ELIAS	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189464	11/30/2023	SANCHEZ, ALBERTO	TRAVEL 12/4-6		001-1000-411.23-05	W/INNOVATIVE SENATORS AIRFARE REIMBURSEMENT	564.15
189465	11/30/2023	SATELLITE PHONE STORE	9408-965529	032428	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95
189466	11/30/2023	SC FUELS	2524292-IN	032504	702-3800-480.36-14	HYD OIL	408.35

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189466	11/30/2023	SC FUELS	IN-0000386769		702-3800-480.36-11	CLR CARB ULS #2	4,183.28
						UNL ETH 10	28,445.38
189467	11/30/2023	SCPPA	1023	032639	675-7020-473.33-25	RICHARD HEATH #BAN-23-08 SCPPA	2,034.23
				032657	670-7000-473.23-06	SCPPA TRAINING #9206885	986.37
189468	11/30/2023	SOFTWARE ONE, INC	US-PSI-1403050	032564	703-3700-480.30-17	AZURE SIMPLE SOFTWARE	1,219.89
189469	11/30/2023	SOUTHERN CALIFORNIA EDISON	181920312OCT23		660-6300-471.26-04	WELL 11 10/11/23-11/8/23	184.78
			183041165OCT23		660-6300-471.26-04	WELL 10 10/11/23-11/8/23	1,937.72
			183084312OCT23		660-6300-471.26-04	WELL 12 10/11/23-11/8/23	176.50
			360580366NOV23		660-6300-471.26-04	EL RITA BOOSTER 10/11/23-11/8/23	72.96
189470	11/30/2023	SOUTHERN CALIFORNIA EDISON COMPANY	620.10142023		670-7000-473.27-11	JOINT POLE AGREEMENT PERIOD 10/14/2023	13,137.00
189471	11/30/2023	SOUTHERN CALIFORNIA GAS CO	09242310481AU23		702-3800-480.36-61	NATURAL GAS VEHICLE FUEL AUGUST 2023	9,368.44
			09242310481OC23		702-3800-480.36-61	NATURAL GAS VEHICLE FUEL 10/1/23-11/1/2023	8,706.24
			09242310481SE23		702-3800-480.36-61	NATURAL GAS VEHICLE FUEL SEPTEMBER 2023	9,191.30
189472	11/30/2023	SOUTHWEST POWER POOL, INC	WIUFMP418PY28		670-7010-473.27-70	UNSCHED FLOW MITIGATION FOR PLAN YEAR 28	402.74
189473	11/30/2023	STAPLES BUSINESS ADVANTAGE	3549472886	032396	001-2800-441.36-00	OFFICE SUPPLIES	339.85
			3550913379	032396	001-2800-441.36-00	OFFICE SUPPLIES	130.98
			3551749955	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	1,321.02
			3551816547	032186	001-1000-411.36-07	CITY COUNCIL SUPPLIES	82.01
					001-1400-412.36-00	CITY COUNCIL SUPPLIES	62.14
			3551954339	032186	001-1000-411.36-07	CITY COUNCIL SNACKS	24.79
			3552183281	032186	001-1000-411.36-07	CITY COUNCIL SNACKS	33.25
			3552395019	032186	001-1200-412.36-00	DATE STAMP	65.18
189474	11/30/2023	STEFFENS, JIM	EYEWEAR FY24		670-7000-473.25-10	EYEWEAR REIMB FY24 TEAMSTER MOU STEFFENS	300.00
189475	11/30/2023	SUPERC AI INC	1006	032644	705-4500-412.90-49	COMMUNITY CALENDAR	10,800.00
189476	11/30/2023	TELEPACIFIC COMMUNICATIONS	175856885-0		001-2200-421.26-05	PD PHONE SERVICE NOVEMBER 2023	647.91
					705-4500-412.26-05	CENTRAL PHONE SERVICE NOVEMBER 2023	2,975.52
189477	11/30/2023	TEXAS LIFE INSURANCE COMPANY	OCTOBER 2023		001-0000-204.30-00	TEXAS LIFE INSURANCE OCTOBER 2023	6,448.77
189478	11/30/2023	TIME WARNER CABLE	0332241102523		670-7000-473.26-07	FIBER OPTIC INTERNET 10/25/23-11/24/23	983.37
189479	11/30/2023	TIME WARNER/CHARTER	0014070110123		001-2060-446.26-09	COMMUNITY CENTER 8448 41 081 0014070	32.71
			0022933110123		001-2060-446.26-09	SENIOR CENTER 8448 41 081 0022933	32.71
189480	11/30/2023	VIGILANT LLC	20070	032607	703-3700-480.33-11	MNDR/MEDR INSTALLATION	14,501.45
189481	11/30/2023	VISION SECURITY SYSTEMS	20267	031471	704-3200-412.30-02	ADDITIONAL LABOR-PD DEPT	428.00
189482	11/30/2023	VISTA PAINT	2023-234388-00	032199	100-4900-431.36-00	TRAFFIC PAINT	959.36
189483	11/30/2023	WALLACE, COLLEEN	MILEAGE NOV23		001-1000-411.23-05	MILEAGE NOVEMBER 2023 VARIOUS EVENTS	65.10
189484	11/30/2023	WILLIAMS SCOTSMAN, INC	9019501184	032201	810-9700-490.90-59	BRYANT ST SHELTER OFFICES	812.44
			9019522165	032201	810-9700-490.90-59	BRYANT ST SHELTER OFFICES	2,743.32
189485	11/30/2023	WRCOG	1642		702-3800-480.41-13	FY23/24 CLEAN CITIES DUES 7/2/2023-6/30/2024	6,600.00
189486	11/30/2023	XENIA PACIFIC, INC	6098	032397	001-2740-442.36-04	CODE ENFORCEMENT UNIFORM	58.19
189487	11/30/2023	XYLEM DEWATERING SOLUTIONS, INC	401291012	032634	702-3800-480.30-06	REPAIR #906 PUMP	560.00
9007709	11/1/2023	WINDSTREAM SERVICES, LLC	76012182		001-2200-421.26-05	PHONE SVC 125 E RAMSEY 9/27/23 - 10/26/23	1,114.11
9007710	11/1/2023	WINDSTREAM SERVICES, LLC	76013737		705-4500-412.26-05	PHONE SVC 176 E LINCOLN 9/27/23 - 10/26/23	1,087.34
9007711	11/2/2023	CORPORATION SERVICE COMPANY	8345718-103123		001-1400-412.23-07	PROCESSING FEES (2) RIV CO RECORDER OFFICE	12.00
9007712	11/3/2023	WELLS FARGO BANK	PPE 10/29/2023		001-0000-204.10-00	PAYROLL PPE 10/29/23 PD 11/03/23	586,249.41
9007713	11/6/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE OCT23		001-0000-201.10-00	PINMART, INC SALES TAX	(36.97)
						WORK TRUCK GEAR SALES TAX	0.00
						WWW.FS1INC.COM SALES TAX	(19.22)
					001-1000-411.23-05	CHAMBER CA 10/18 COB SUNRISE C WALLACE	25.00
						CHAMBER CA 10/18 COB SUNRISE FLYNN	25.00
						CHAMBER CA 10/18 COB SUNRISE SANCHEZ	25.00
						EXPEDIA 1/23-25 LOCC C WALLACE	1,024.32
						EXPEDIA 1/23-25 LOCC FLYNN	1,024.32
						EXPEDIA 1/23-25 LOCC GONZALES	1,024.32
						EXPEDIA 1/23-25 LOCC MINJARES	1,024.32
						HEMET SAN JACINTO VALLEY HEMET SOTC C WALLACE	55.00
						HEMET SAN JACINTO VALLEY HEMET SOTC GONZALES	55.00
						LOCC LOCC ACADEMY C WALLACE	675.00
						LOCC LOCC ACADEMY FLYNN	675.00
						LOCC LOCC ACADEMY GONZALES	675.00

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007713	11/6/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE OCT23		001-1000-411.23-05	LOCC LOCC ACADEMY MINJARES	675.00
						LOCC LOCC ACADEMY SANCHEZ	675.00
						TICKETMASTER YUCAIPA SOTC FLYNN	50.80
						TICKETMASTER YUCAIPA SOTC GONZALES	50.80
					001-1200-412.23-03	APPLE.COM/BILL APPLE ICLOUD STORAGE	0.99
						CANVA ONLINE SOFTWARE (TO BE REFUNDED)	149.90
						CONSTANT CONTACT CM NEWSLETTER	110.00
					001-1200-412.23-05	ARON MICHAELE 9/29 ICMA CONF RIDE SHARE	58.80
						CHAMBER CA 10/18 COB SUNRISE SCHULZE	25.00
						EMBASSY SUITES 9/29-10/4 ICMA ANNUAL SCHULZE	1,573.65
						EMBASSY SUITES ICSC CONF 5/19-21/24	3,833.00
						HOTELBOOKINGSERVFEE BOOKING FEE-ICSC CONF	15.99
						MOONSHINE PATIO BAR ICMA ANNUAL CONF	26.41
						PANERA BREAD MAYORS & CM BREAKFAST	9.52
					001-1200-412.36-00	RITE AID DRUG TEST KIT-OPP VIL	34.47
					001-1210-412.23-02	4IMPRINT, INC NOTEBOOKS W/CITY SEAL	296.58
					001-1210-412.23-04	USPS.COM CLICKNSHIP CDBG APP & SUPP AGRMNT	17.10
					001-1210-412.23-05	CHAMBER CA 10/18 COB SUNRISE M LOPEZ	25.00
						INLANDEEVENT TICKET ECON HORIZON 2024 M LOPEZ	125.00
						RESIDENCE INN 10/24-28 ICSC M LOPEZ	300.60
					001-1210-412.33-11	COSTAR GROUP INC REALTY INFO SERVICE	774.00
					001-1220-412.23-05	CHAMBER CA 10/18 COB SUNRISE RILEY	25.00
					001-1300-412.23-01	CANVA GRAPHICS SUBSCRIPTION	12.99
					001-1300-412.23-03	SOCIETYFORHUMANRESOURCE SHRM MEMBERSHIP-JEWS	244.00
					001-1300-412.23-05	MARRIOTT 10/23-24 PHIRA CONF JEWS	220.89
						MARRIOTT BURBANK REFUND PHIRA CONF -ILL	(220.89)
						WESTIN HOTEL 10/1-4 CALPERS CONF-L.WALKER	924.36
						WESTIN HOTEL 10/1-4 CALPERS CONF-N.JEWS	882.56
					001-1300-412.36-00	DOORDASH FUJISUSHI INTERVIEW BLDG MAINT	60.19
						DOORDASH LAVILLABURGERS INTERVIEW PANEL LUNCH	58.72
					001-1400-412.23-02	4IMPRINT, INC NOTEBOOKS W/CITY SEAL	296.58
						ASSESSOR CLERK RECORDER R DEED PRINTOUT -RIV CO	29.00
						ASSESSOR CLERK RECORDER R DEED PRINTOUT-RIV CO	10.00
						ASSESSOR/CLERK/RECORDER S DEED PRINTOUT -RIV CO	0.89
					001-1400-412.36-00	PINMART, INC CITY SEAL PIN ORDER	513.97
					001-1900-412.23-03	DEPT OF REGULATORY-TTC CO CPA RENEWAL	66.00
					001-1900-412.23-05	CHAMBER CA 10/18 COB SUNRISE BOGARD	25.00
					001-1910-412.23-05	EXPEDIA 1/23-25 LOCC B MASON	1,024.32
					001-2060-446.23-03	GOOGLE YOUTUBEPREMIUM GOVT CHANNEL 10	13.99
					001-2200-421.23-02	FEDEX OFFICE PRINT TABS FOR FILES	340.66
					001-2200-421.23-04	FEDEX BADGE SHIPMENT LOADER	62.55
						FEDEX BADGE SHIPPED LOADER	23.19
					001-2200-421.23-05	CHAMBER CA 10/18 COB SUNRISE THESIER	25.00
						HOLIDAY INN 10/9/23-10/13-23	629.04
						RIV PARKING 10/5 LEAC MEETING	6.00
						TOMMY BAHAMA MIRAMONTE 10/3/23-10/6/23	654.87
					001-2200-421.23-06	HILTON GDN INN 10/8-20 CAMPA HOMICIDE TRAINING	1,760.88
						HILTON GDN INN 10/8-20 MIXON HOMICIDE TRAINING	1,760.88
						PEPPERBALL 10/5-6 INSTRUCT CERT MUNOZ	549.00
						RVSD SHERIFF 10/16 CPR TRAINING MENDOZA	276.04
						RVSD SHERIFF 11/13 FISHER BACKGROUND INVEST	286.34
						RVSD SHERIFF 11/30 ARREST&CONTROL SPEERS	131.84
						RVSD SHERIFF BEN CLARK CANCEL SWITHENBANK	(159.00)
						RVSD SHERIFF BEN CLARK CANCEL TERMONFIL (NO LONG	(282.00)
						TOWNEPLACE SUITES 10/4-6 MUNOZ	362.88
					001-2200-421.23-42	91 EXPRESS LANES 91 TOLL ROAD FINE	239.35
					001-2200-421.36-00	RITE AID LYSOL SPRAY	44.67
					001-2200-421.36-01	DOOLEY ENTERPRISES INC AMMO FOR DEPT	4,945.73

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007713	11/6/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE OCT23		001-2200-421.36-01	DOOLEY ENTERPRISES INC AMMUNITION	4,872.46
					001-2200-421.36-07	ALBERTSONS ARCCOPS MEETING	35.25
						COSTCO WHSE COMMUNITY DAY	182.70
						SMART AND FINAL CANDY TRUNK OR TREAT	256.82
						SMART AND FINAL COMMUNITY DAY	658.81
						SMART AND FINAL COMMUNITY EVENT	13.98
						SMART AND FINAL HOT DOG BUNS COMM DAY	152.66
						SMART AND FINAL POLICE COMMUNITY DAY	541.31
						STARBUCKS COFFEE WITH A COP EVENT	80.00
					001-2300-424.23-06	RVSD SHERIFF 12/12 GRANT-CHEMICAL AGENTS	83.43
					001-2740-442.23-05	GROOME TRANSPORTATION MON CODE ENF CONF CHACON	73.00
						GROOME TRANSPORTATION MON CODE ENF CONF FRANCO	84.00
						SOUTHWEST 11/6-9 CODE ENF CONF	10.00
						SOUTHWEST 11/6-9 CODE ENF CONF FRANCO	227.97
					001-2740-442.23-06	RVSD SHERIFF BEN CLARK PEPPER SPRAY FRANCO	83.43
						RVSD SHERIFF BEN CLARK PEPPER SPRAY MARTINEZ	83.43
					001-2800-441.36-07	SUPER SUBS MEETING-NORTHPOINTE	50.07
					001-3000-442.23-05	CHAMBER CA 10/18 COB SUNRISE N SMITH	25.00
					001-3200-412.30-01	FLIGHT LIGHT INC. AIRPORT LIGHT REPAIR	742.54
					001-4000-461.23-03	SPOTIFY MUSIC SUBSCRIPTION	10.99
						WHENIWORK.COM SCHEDULING SOFTWARE	112.50
					001-4000-461.23-05	CA PARK REC SOCIETY CPRS CONF-A.MORGAN	150.00
						CA PARK REC SOCIETY CPRS CONF-R.WRIGHT	500.00
						CPRS 2/27-3/1 CPRS CONF REG FOSTER	480.00
						CPRS CPRS CONF REG-FOSTER	30.90
						CPRS CPRS CONF REG-WRIGHT	30.90
					001-4000-461.36-00	HALLOWEEN CITY DECOR-TRUNK OR TREAT	31.54
						HOBBY-LOBBY RIBBON CUTTING-ENGINE 57	8.38
						PARTY CITY DECOR-TRUNK OR TREAT	20.88
						SAMSCLUB.COM CANDY-TRUNK OR TREAT	216.50
						SMART AND FINAL CANDY-TRUNK OR TREAT	223.78
					001-4000-461.36-09	CROWN AWARDS INC MEDALS FOOTBALL 2023	529.69
						EPIC SPORTS SOCCER BALLS	622.04
						SMART AND FINAL FALL 2023 SMART START	23.98
					001-4000-461.36-11	DOLLAR TREE COOKING CLASS 10/07/23	51.70
						FLAMINGOS EVENT PLANN HELIUM OEP COOKING	52.20
						SMART AND FINAL COOKING CLASS 10/07/23	57.88
					001-4050-461.23-05	CPRS 2/27-3/1 CPRS CONF SANDOVAL	480.00
					100-4900-431.23-06	MSA INLAND EMPIRE J.ARIAS 10/10/23	26.00
						MSA INLAND EMPIRE R.MACIAS 10/10/23	26.00
					100-4900-431.38-58	LOWES POTHOLE REPAIR PATCH	1,439.88
					660-6300-471.23-02	XENIA PACIFIC, INC. GRANT SIGN FOR WELL C8	425.61
					660-6300-471.23-05	AMERICAN AIR 11/2-3 GERDES EVAL WWTP DESIGN	761.86
						AMERICAN AIR 11/2-3 VELA EVALUATE WWTP DESIGN	753.41
						EXPEDIA HYATT 11/2-3 GERDES EVAL WWTP DESIGN	153.55
						EXPEDIA HYATT 11/2-3 VELA EVALUATE WWTP DESIGN	153.55
					670-7000-473.23-05	CHAMBER CA 10/18 COB SUNRISE ROCKWELL	25.00
						CHAMBER CA 10/18 COB SUNRISE STEFFENS	25.00
						COURTYARD NASHVILLE MISGHINA 9/24-9/27/23	795.84
						DELTA AIR SORIANO-BAG FEE	30.00
						EB CMUA ANNUAL CUSTOM CMUA CONF REG-ROCKWELL	100.00
						EB CMUA ANNUAL CUSTOM CMUA CONF REG-YOUNG	100.00
						SOUTHWEST 11/19 APPA CONF-ROCKWELL	277.49
						SOUTHWEST CUEA BOARD MTG-ROBINSON	167.96
						SOUTHWEST REFUND-ROCKWELL	(27.51)
					670-7000-473.36-00	SMART AND FINAL COFFEE-BREAKROOM	31.56
					675-7020-473.23-01	4IMPRINT, INC BAGS-TRUNK OR TREAT	888.62
					675-7020-473.23-03	NETWORK SOLUTIONS LLC SECURITY SUBSCRIPTION	4.99

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007713	11/6/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE OCT23		675-7020-473.23-03	NETWORK SOLUTIONS LLC SECURITY SUBSCRITPTION	7.99
					675-7020-473.36-00	FAST 5 XPRESS BEAUMONT CAR WASH	39.99
					675-7020-473.41-46	CULVER COMPANY INC STICKERS-TRUNK OR TREAT	1,322.16
						HARBOR FREIGHT TOOLS BATTERIES-TRUNK OR TREAT	192.56
						OTC BRANDS INC LED SAFETY FIRST LIGHTS	1,497.50
						PROJECT ENERGY SAVERS LLC STICKERS-TRUNK OR TREAT	1,302.54
						SAMSCLUB.COM CANDY-TRUNK OR TREAT	1,136.50
					690-9600-453.41-46	COSTCO WHSE BULKY ITEM DAY 10/14/23	429.42
						DONUT FACTORY BULKY ITEM DAY 10/14/23	43.45
						JOHNNY RUSSO ITALIAN KITC BULKY ITEM DAY 10/14/23	255.99
						SMART AND FINAL BULKY ITEM DAY 10/14/23	153.59
					702-3800-480.23-05	BAGEL MANIA RTA USER CONF	20.58
						BOOKING.COM 10/2-6 RTA CONF S RUBIO	193.74
						LUXOR - ADV DEP 10/2-6 RTA 2023 DEPOSIT	55.56
						LUXOR 10/2-6 RTA USER CONF	325.40
						PANDA EXPRESS RTA USER CONF	12.35
						PICK-UP STIX RTA USER CONF	16.25
						SD AIRPORT PARK 10/2 RTA USER CONF	79.31
					702-3800-480.38-52	AMZN MKTP US STRAPS FOR TRANSIT BUSES	142.32
						AMZN MKTP US STRAPS-TRANSIT BUSES	5.93
						AMZN MKTP US STYLUS-SHOP TABLET	55.39
						SP WORK TRUCK GEAR #317 LED STROBE REFUNDED	(101.29)
						WORK TRUCK GEAR #317 LED STROBE LAMP	101.29
						WORK TRUCK GEAR CURRENCY CONVERSION FEE	0.94
						WWW.FS1INC.COM #226 ENGINE CONTROL MOD	267.22
					761-3100-480.30-06	SUPERIOR PRESS INC 3YR WARRANTY CHK DEP SCAN	277.86
					810-9700-490.90-59	LITHOPASS PRINTING OPP VIL POLICY BOOKS	232.74
9007714	11/6/2023	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 10/29/2023		001-0000-204.12-00	STATE INCOME TAX PPE 10/29/23 PD 11/03/23	43,185.02
9007715	11/6/2023	INTERNAL REVENUE SERVICE	PPE 10/29/2023		001-0000-204.11-00	FEDERAL INCOME TAX PPE 10/29/23 PD 11/03/23	97,546.03
					001-0000-204.13-00	ADD'L MEDICARE PPE 10/29/23 PD 11/03/23	280.13
						FICA MEDICARE/REGULAR PPE 10/29/23 PD 11/03/23	117,013.86
9007716	11/6/2023	TASC	PPE 10/29/2023		001-0000-204.80-15	TASC NESP PPE 10/29/23 PD 11/03/23	925.03
9007717	11/7/2023	WELLS FARGO BANK	PPE 10/29/2023		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 10/29/23 PD 11/03/23	400.00
9007718	11/8/2023	CALIFORNIA, STATE OF	L1436915280		700-5030-480.40-03	STATE UNEMPLOYMENT INS QTR END SEP 2023	7,479.00
9007719	11/9/2023	CA. ST. PUBLIC EMPLOYEES	100000017323953		001-0000-204.31-00	BL SHIELD ACCESS NOVEMBER 2023	16,833.00
						BL SHIELD TRIO NOVEMBER 2023	70,911.64
						BL SHIELD TRIO NOVEMBER 2023 (RETRO)	2,116.76
						HLTHNET SALUD Y MAS NOVEMBER 2023	606.34
						KAISER HMO NOVEMBER 2023	62,786.00
						KAISER HMO NOVEMBER 2023 (RETRO)	1,962.06
						PERS GOLD NOVEMBER 2023	9,116.95
						PERS PLATINUM NOVEMBER 2023	3,970.36
						UNITED HLTH ALLIANCE HMO NOVEMBER 2023	790.46
					001-1300-412.15-52	PA BILLING ER SHARE-RETIR NOVEMBER 2023	8.00
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE NOVEMBER 2023	541.10
					001-1300-412.41-19	ADMIN FEE FOR RETIRED NOVEMBER 2023	21.21
9007720	11/9/2023	CA. ST. PUBLIC EMPLOYEES	100000017323970		001-0000-204.31-00	BL SHIELD ACCESS NOVEMBER 2023	1,919.55
						BL SHIELD TRIO NOVEMBER 2023	3,439.74
						PERS PLATINUM NOVEMBER 2023	992.59
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE NOVEMBER 2023	20.33
9007721	11/9/2023	CALPERS 457 PLAN - 450260	PPE 10/29/2023		001-0000-204.16-00	457 LOAN PAYMENTS PPE 10/29/23 PD 11/03/23	6,804.21
						457 PRE TAX CONTRIBUTIONS PPE 10/29/23 PD 11/03/23	31,293.34
						457 ROTH CONTRIBUTIONS PPE 10/29/23 PD 11/03/23	400.00
9007722	11/13/2023	CORPORATION SERVICE COMPANY	8345718-110923		001-1400-412.23-07	PROCESSING FEES (1) RIV CO RECORDER OFFICE	6.00
9007723	11/14/2023	CA. ST. PUBLIC EMPLOYEES	PPE 10/15/2023		001-0000-204.20-00	RETIREMENT BENEFITS PPE 10/15/23 PD 10/20/23	154,079.22
						PERS ADJ-SAFE TIER I	(5.51)
						PERS ADJ-SAFE PEPRA	1,866.52
9007724	11/17/2023	WELLS FARGO BANK	PPE 11/12/2023		001-0000-204.10-00	PAYROLL PPE 11/12/23 PD 11/17/23	610,993.25

City of Banning
Warrant List Detail November 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007725	11/20/2023	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 11/12/2023		001-0000-204.12-00	STATE INCOME TAX PPE 11/12/23 PD 11/17/23	45,277.98
9007726	11/20/2023	INTERNAL REVENUE SERVICE	PPE 11/12/2023		001-0000-204.11-00	FEDERAL INCOME TAX PPE 11/12/23 PD 11/17/23	105,936.12
					001-0000-204.13-00	ADD'L MEDICARE PPE 11/12/23 PD 11/17/23	562.22
						FICA MEDICARE/REGULAR PPE 11/12/23 PD 11/17/23	109,298.26
9007727	11/20/2023	TASC	PPE 11/12/2023		001-0000-204.80-15	TASC NESP PPE 11/12/23 PD 11/17/23	925.03
9007728	11/21/2023	WELLS FARGO BANK	PPE 11/12/2023		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 11/12/23 PD 11/17/23	400.00
9007729	11/22/2023	CALPERS 457 PLAN - 450260	PPE 11/12/2023		001-0000-204.16-00	457 LOAN PAYMENTS PPE 11/12/23 PD 11/17/23	6,802.78
						457 PRE TAX CONTRIBUTIONS PPE 11/12/23 PD 11/17/23	43,257.78
						457 ROTH CONTRIBUTIONS PPE 11/12/23 PD 11/17/23	400.00
9007730	11/28/2023	CA. ST. PUBLIC EMPLOYEES	PPE 10/29/2023		001-0000-204.20-00	RETIREMENT BENEFITS PPE 10/29/23 PD 11/03/23	157,307.48
						PERS ADJ-SAFE PEPRA	(185.94)
						PERS ADJ-MISC PEPRA	36.08
9007731	11/28/2023	CA. ST. PUBLIC EMPLOYEES	MC 10/24/2023		001-0000-204.20-00	RETIREMENT BENEFITS MC 10/24/2023	257.73
						PERS ADJ-MISC PEPRA	(39.17)
Grand Total							**5,857,154.44**

Less Voided / Reissued Checks from Prior Period	**-**
Less Voided Checks Prior Period	**(195.00)**
Add Payroll Checks	**5,841.27**
Total Remittance for Month	**5,862,800.71**

Voided Checks

November 2023

Date	Check	Vendor #	Reason		Amount	Check	Vendor #	Amount
12/1/2022	184919	6692	DECEASED	$	195.00			
11/2/2023	189116	7122	CLASS CANCELED	$	51.00			
TOTALS				**$**	**246.00**			**$0.00**

Payroll

November 2023

Start	End	Date	Description		Check Total
13299	13310	11/3/2023	Warrant Register	$	2,863.69
13311	13322	11/17/2023	Warrant Register	$	2,977.58
TOTALS				**$**	**5,841.27**
	CHECKS USED	**24**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13299	.00
	UNITED STATES TREASURY		13300	125.50
	CALIF. STATE DISBURSEMENT UNIT		13301	427.38
	CALIF. STATE DISBURSEMENT UNIT		13302	161.07
	TRACY YOUNGBLOOD		13303	223.39
	TEXAS CHILD SUPPORT SDU		13304	642.92
4000-461	BARON, BYRON	178	13305	378.72
4000-461	MONTES, ALEXIS D	5374	13306	75.40
4000-461	SCARRY, COLE	7674	13307	248.81
4000-461	SILVA, NESTOR C	177	13308	244.51
	CALIF. STATE DISBURSEMENT UNIT		13309	255.23
	CALIF. STATE DISBURSEMENT UNIT		13310	80.76
	Total Checks -		12	2,863.69

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13311	.00
	UNITED STATES TREASURY		13312	125.50
	CALIF. STATE DISBURSEMENT UNIT		13313	427.38
	CALIF. STATE DISBURSEMENT UNIT		13314	161.07
	TRACY YOUNGBLOOD		13315	223.39
	TEXAS CHILD SUPPORT SDU		13316	642.92
4000-461	BARON, BYRON	178	13317	203.51
4000-461	SCARRY, COLE	7674	13318	135.72
4000-461	SILVA, NESTOR C	177	13319	71.63
	CALIF. STATE DISBURSEMENT UNIT		13320	255.23
	CALIF. STATE DISBURSEMENT UNIT		13321	80.76
	RIVERSIDE COUNTY SHERIFF - SCS		13322	650.47
	Total Checks -		12	2,977.58

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Lincoln Bogard, Administrative Services Director**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **January 9, 2024**

SUBJECT: **Receive and File Cash, Investments and Reserve Report for the Month of November 2023**

RECOMMENDATION:

That City Council receive and file Cash, Investment and Reserve Report for November 2023 on this day, January 9, 2024, in accordance with California Government Code 53646.

BACKGROUND:

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

JUSTIFICATION:

UNRESTRICTED CASH AND INVESTMENTS:

Cash & Investments	October 2023	November 2023
Funds under Control of the City:		
Petty Cash / Cash on Hand	$4,055.00	$4,055.00
Sub-Total	**$4,055.00**	**$4,055.00**
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$6,273,345.13	$8,245,901.67
Bank of America - Parking Citations - XXXXXX8776	$141,609.78	$142,002.95
Bank of America - Airport Visa - XXXXXX7548	$545,856.20	$556,747.86
PERMA General Liability Trust	$139,343.05	$139,343.05
Bank of America - CNG Charge Acct - XXXXXX5594	$79,634.20	$79,539.30
Sub-Total	**$7,179,788.36**	**$9,163,534.83**
See Investment Report for Details of the following investments:		
State of California, Local Agency Investment Fund	**$17,963,954.32**	**$17,963,954.32**
% of Investments in LAIF	**47%**	**47%**

US Bank City of Banning Investment Custody Account XXXXX6000	**$20,346,920.47**	**$20,346,920.47**
Cash and Investments	**$45,490,663.15**	**$47,474,409.62**

RESTRICTED CASH AND INVESTMENTS:

Cash & Investments	October 2023	November 2023
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$838,779.02	$842,200.91
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$1,586,666.21	$2,944.60
2019 Wastewater Revenue Bond - 254226002	$345,034.14	$2.40
2019 Wastewater Revenue Bonds 254226000	$0.00	$115,034.20
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$2,502,806.98	$2,502,828.24
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$712,251.07	$715,156.78
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$4,746.29	$516,287.53
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$7,687,123.74	$7,687,156.39
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$0.00	$0.00
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-789582001	$0.00	$0.00
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-789582003	$186,056.81	$186,057.60
PERMA Member Trust Account xxx-xxxx-101.12-00	$3,269,665.34	$3,213,839.23

CAISO - City of Banning XXXXX6994	$122,067.23	$122,593.68
City of Banning - XXXXX5920 - Riverside Public Utilities (RPU)	$1,269,312.46	$392,898.55
Cash with Fiscal Agents US Bank	**$18,524,509.29**	**$16,297,000.11**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund	**$1,328,594.33**	**$1,232,198.28**
Total Restricted Cash and Investments	**$19,853,103.62**	**$17,529,198.39**
Grand Total Cash and Investments	**$65,343,766.77**	**$65,003,608.01**

BOND RESERVE INSURANCE POLICIES:

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

FISCAL IMPACT:

Not applicable.

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

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

ALTERNATIVES:

Receive and file.

ATTACHMENTS:

1. Attachment 1-Monthly Cash and Investment Report November 2023.pdf
2. Attachment 2-Investment Report November 2023.pdf
3. Attachment 3- City of Banning Broker Report November 2023.pdf
4. Attachment 4-LAIF Market Valution November 2023.pdf
5. Attachment 5-PMIA-LAIF Performance Report November 2023.pdf
6. Attachment 6-FY2023-24 Monthly Cash Report November 2023.pdf

City of Banning
Monthly Cash and Investment Report for the Month Ended November 30, 2023

Cash & Investments Institution/Investment Type	October 2023 Balance	November 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	$ 6,273,345.13	$ 8,245,901.67
Bank of America - Parking Citations - XXXXXXXX 8776	$ 141,609.78	$ 142,002.95
Bank of America - Airport Visa - XXXXXXXX 7548	$ 545,856.20	$ 556,747.86
Bank of America - CNG Charge Acct XXXXXXXX 5594	$ 79,634.20	$ 79,539.30
	$ 7,040,445.31	**$ 9,024,191.78**
See Investment Report for Details of the following Investments:		
State of California, Local Agency Investment Fund	**$ 17,963,954.32**	**$ 17,963,954.32**
% of Investments in LAIF	**47%**	**47%**
US Bank		
City of Banning Custody Account XXXXX6000	**$ 20,346,920.47**	**$ 20,346,920.47**
Total Unrestricted Cash and Investments	**$ 45,355,375.10**	**$ 47,339,121.57**

Cash & Investments	October 2023	November 2023
RESTRICTED CASH AND INVESTMENTS		
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$ 838,779.02	$ 842,200.91
2019 Wastewater Revenue Bond - 254226002	$ 345,034.14	$ 2.40
2019 Wastewater Revenue Bonds 254226000	$ -	$ 115,034.20
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$ 2,502,806.98	$ 2,502,828.24
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$ 1,586,666.21	$ 2,944.60
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$ 712,251.07	$ 715,156.78
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$ 4,746.29	$ 516,287.53
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$ 7,687,123.74	$ 7,687,156.39
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	$ 186,056.81	$ 186,057.60
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	$ 3,213,839.23
CAISO - City of Banning XXXXX6994	$ 122,067.23	$ 122,593.68
City of Banning - XXXXX5920 - RPU	$ 1,269,312.46	$ 392,898.55
Cash with Fiscal Agents - US Bank	**$ 23,158,550.55**	**$ 20,931,041.37**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund (added to report as of January 2020)	**$ 1,328,594.33**	**$ 1,232,198.28**
Total Restricted Cash and Investments	**$ 24,487,144.88**	**$ 22,163,239.65**
Grand Total Cash and Investments	**$ 69,842,519.98**	**$ 69,502,361.22**

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
November 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	3.843	100.41145	$ 18,037,867.39	46.6%
	Successor Agency	Pooled Investment	N/A	N/A	N/A		$ 0.23	3.843	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	100.695	$ 543,753.17	1.40%
	Total Agency	Federal Agencies	Various	AA+	Aaa	1.58	$ 15,000,000.00	5.470	96.451	$ 14,467,643.00	38.9%
	Total CMO	Collateralized Mortgage Obligation	3137FGZT5	AAA	Aaa	4.12	$ 200,000.00	5.400	96.531	$ 193,062.73	0.5%
	Total Corporate	Corporate	Various	A+	A1	2.35	$ 2,250,000.00	5.510	98.890	$ 2,225,022.03	5.8%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAA	Aaa	0.00	$ 296,425.47	4.820	100.000	$ 296,425.47	0.8%
	Total Supranational	Supranational Obligations	Various	AAA	Aaa	4.19	$ 250,000.00	4.790	101.531	$ 253,826.92	0.6%
	Total US Treasury	US Treasuries	Various	AA+	Aaa	1.68	$ 2,035,000.00	5.260	99.088	$ 2,016,434.51	5.3%
							$ 20,571,425.47			**$ 19,996,167.83**	**53.4%**
Total Investments							**$ 38,535,379.79**			**$ 38,034,035.45**	**100.0%**

**** See page 2-6 of Broker report for details by category***

City of Banning - Account #11089

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 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 November 30, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.56
Average Coupon	2.83%
Average Purchase YTM	3.18%
Average Market YTM	5.18%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	1.87 yrs
Average Life	1.65 yrs

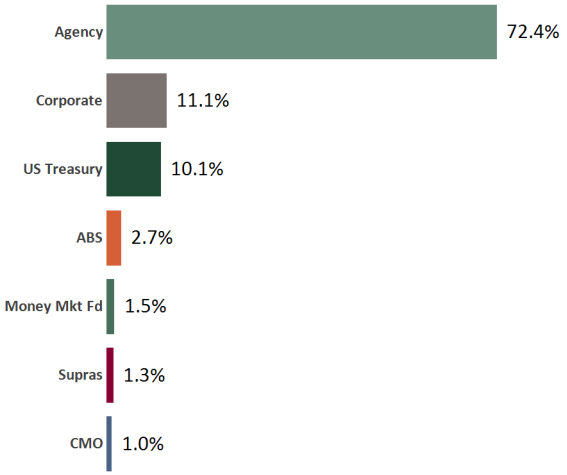
ACCOUNT SUMMARY

	Beg. Values as of 10/31/23	End Values as of 11/30/23
Market Value	19,750,925	19,917,098
Accrued Interest	49,079	79,069
Total Market Value	**19,800,004**	**19,996,168**
Income Earned	53,628	53,906
Cont/WD		0
Par	20,545,234	20,571,425
Book Value	20,471,283	20,499,002
Cost Value	20,445,471	20,466,130

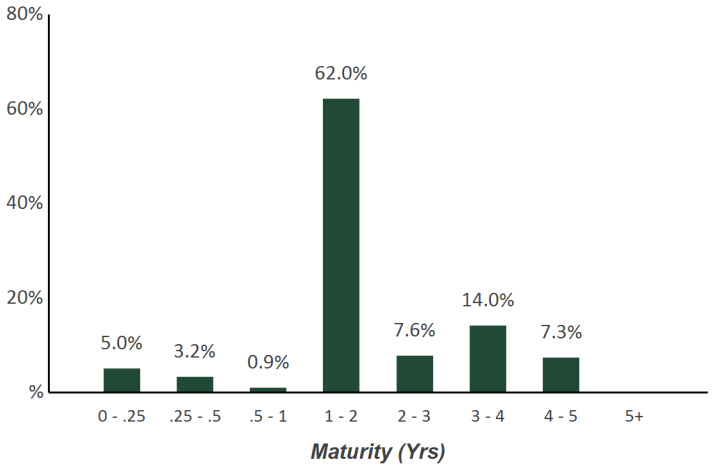
TOP ISSUERS

Federal Home Loan Bank	58.4%
Federal Home Loan Mortgage Corp	15.0%
Government of United States	10.1%
Caterpillar Inc	2.5%
Amazon.com Inc	2.4%
Exxon Mobil Corp	2.4%
First American Govt Oblig Fund	1.5%
Toyota Motor Corp	1.3%
Total	**93.5%**

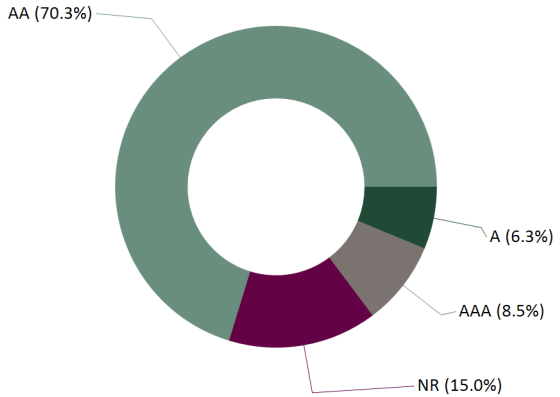
SECTOR ALLOCATION



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	1.00%	1.44%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-3 Yr US Treasury & Agency Index	1.01%	1.35%	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Statement of Compliance

As of November 30, 2023

City of Banning

Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy.

Investment Type	Minimum Rating	Max%	Max % Issuer	Max Maturity	Miscellaneous	Comment
U.S. Treasuries		100%		5 years		*Complies*
Federal Agencies		100%	30%	5 years	20% max agency callable securities	*Does not comply**
Supranational Obligations	"AA" rating category or higher by a NRSRO	30%	10%	5 years	USD denominated senior unsecured unsubordinated obligations; Issued or unconditionally guaranteed by IBRD, IFC, or IADB	*Complies*
Municipal Securities (CA, Local Agency)	"A" rating category or higher by a NRSRO	30%	5%	5 years		*Complies*
Municipal Securities (CA, Other States)	"A" rating category or higher by a NRSRO	30%	5%	5 years		*Complies*
Corporate Medium Term Notes	"A" rating category or higher by a NRSRO	30%	5%	5 years	Issuer is a corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S	*Complies*
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations (Non-Agency)	"AA" rating category or better by a NRSRO	20%	5%	5 years	From issuers not defined in US Treasury and Federal Agencies sections of the authorized investments section of the policy	*Complies*
Agency Mortgage Securities		100%	30%	5 years		*Complies*
Negotiable Certificates of Deposit (NCD)	Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or better by a NRSRO; or "A" long-term rating category or better by a NRSRO	30%	5%	5 years	The amount of NCD insured up to the FDIC limit does not require any credit ratings; 30% max combined with CDARs	*Complies*
Certificate of Deposit Placement Service (CDARS)		30%		5 years		*Complies*
FDIC Insured Time Deposits (Non-negotiable CD/TD)		20%		5 years	20% max combined FDIC/ Collateralized	*Complies*
Collateralized Time Deposits (Non-negotiable CD/TD)		20%		5 years	20% max combined FDIC/ Collateralized	*Complies*
Collateralized Bank Deposits				5 years		*Complies*
Banker's Acceptances	"A-1" short-term debt rated or higher by a NRSRO; or "A" long-term debt rating category or higher by a NRSRO	40%	5%	180 days		*Complies*

Commercial Paper	"A-1" rated or higher by a NRSRO; "A" rating category issuer or higher by a NRSRO, if any debt issued	25%	5%	270 days	10% max of the outstanding commercial paper of any single issuer; Issuer is a corporation organized & operating in US with AUM >$500 million	*Complies*
Money Market Mutual Funds	"AAA" or Highest rating by two NRSROs	20%	20%		Meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds; 20% max per Money Market Mutual Fund	*Complies*
Mutual Funds	"AAA" or Highest rating by two NRSROs	20%	10%		20% max combined Money Market Mutual Funds and Mutual Funds; 10% per Mutual Fund	*Complies*
Local Agency Investment Fund (LAIF)					Maximum amount permitted by LAIF	*Complies*
Local Government Investment Pool					Other LGIPS permitted by client	*Complies*
Repurchase Agreements				1 year	102% Collateralized	*Complies*
Max Per Issuer					5% max per issuer unless otherwise specified in the policy	*Complies*
Maximum Maturity				5 years		*Complies*

Holdings Report

As of November 30, 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 44,995.27	99.73 5.61%	44,879.40 73.98	0.22% (115.87)	NR / AAA AAA	2.98 1.61
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 39,993.70	100.45 5.28%	40,181.36 36.47	0.20% 187.66	NR / AAA AAA	4.24 1.82
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	195,000.00	09/12/2023 5.55%	194,986.60 194,987.35	100.70 5.17%	196,360.91 474.93	0.98% 1,373.56	Aaa / NR AAA	4.46 1.88
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 44,998.44	100.51 5.26%	45,227.84 102.19	0.23% 229.40	Aaa / AAA NR	4.55 2.00
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	215,000.00	09/12/2023 5.29%	214,990.39 214,991.03	100.43 5.12%	215,916.33 499.76	1.08% 925.30	NR / AAA AAA	4.80 2.53
Total ABS		**540,000.00**	**5.43%**	**539,962.76** **539,965.79**	**5.20%**	**542,565.84** **1,187.33**	**2.72%** **2,600.05**	**Aaa / AAA** **AAA**	**4.46** **2.12**
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	97.29 5.06%	2,918,775.00 11,750.00	14.66% (81,225.00)	Aaa / AA+ NR	1.37 1.32
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	98.00 5.25%	2,940,120.00 11,750.00	14.76% (59,880.00)	Aaa / AA+ NR	1.37 1.31
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	99.11 5.69%	2,973,438.00 9,333.33	14.92% (26,562.00)	Aaa / AA+ NR	1.41 0.40
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	93.22 5.25%	2,796,621.00 1,280.00	13.99% (203,379.00)	Aaa / NR AA+	1.50 1.45
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	93.05 4.89%	2,791,359.00 13,216.67	14.03% (208,641.00)	Aaa / AA+ NR	3.33 3.12
Total Agency		**15,000,000.00**	**2.52%**	**15,000,000.00** **15,000,000.00**	**5.23%**	**14,420,313.00** **47,330.00**	**72.35%** **(579,687.00)**	**Aaa / AA+** **AA+**	**1.78** **1.50**

Holdings Report

As of November 30, 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
CMO									
3137FGZT5	FHLMC K079 A2 3.926% Due 6/25/2028	200,000.00	07/10/2023 4.66%	193,554.69 194,057.06	96.20 4.84%	192,408.40 654.33	0.97% (1,648.66)	NR / AAA NR	4.57 4.06
Total CMO		**200,000.00**	**4.66%**	**193,554.69** **194,057.06**	**4.84%**	**192,408.40** **654.33**	**0.97%** **(1,648.66)**	**NR / AAA** **NR**	**4.57** **4.06**
CORPORATE									
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	250,000.00	06/08/2023 5.30%	242,822.50 245,054.92	97.81 5.49%	244,519.25 3,781.25	1.24% (535.67)	A1 / A AA-	1.05 0.99
023135CE4	Amazon.com Inc Note 3% Due 4/13/2025	500,000.00	06/08/2023 4.67%	485,440.00 489,172.22	97.38 5.00%	486,909.00 2,000.00	2.45% (2,263.22)	A1 / AA AA-	1.37 1.31
30231GAT9	Exxon Mobil Corp Callable Note Cont 12/1/2025 3.043% Due 3/1/2026	500,000.00	06/08/2023 4.53%	481,105.00 484,377.85	96.22 4.83%	481,082.50 3,803.75	2.42% (3,295.35)	Aa2 / AA- NR	2.25 2.12
14913UAA8	Caterpillar Financial Services Note 4.35% Due 5/15/2026	500,000.00	06/08/2023 4.60%	496,575.00 497,126.59	98.70 4.92%	493,511.50 966.67	2.47% (3,615.09)	A2 / A A+	2.46 2.30
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	250,000.00	09/26/2023 5.49%	243,625.00 243,861.93	99.02 5.12%	247,552.75 5,179.69	1.26% 3,690.82	A3 / A NR	4.55 3.94
89236TLB9	Toyota Motor Credit Corp Note 5.25% Due 9/11/2028	250,000.00	09/26/2023 5.34%	248,992.50 249,028.12	101.12 4.98%	252,799.00 2,916.67	1.28% 3,770.88	A1 / A+ A+	4.79 4.14
Total Corporate		**2,250,000.00**	**4.86%**	**2,198,560.00** **2,208,621.63**	**5.01%**	**2,206,374.00** **18,648.03**	**11.13%** **(2,247.63)**	**A1 / A+** **A+**	**2.52** **2.30**
MONEY MARKET FUND									
31846V401	First American Govt Obligation MMKT Class-D	296,425.47	Various 4.82%	296,425.47 296,425.47	1.00 4.82%	296,425.47 0.00	1.48% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**296,425.47**	**4.82%**	**296,425.47** **296,425.47**	**4.82%**	**296,425.47** **0.00**	**1.48%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**

Holdings Report

As of November 30, 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%	248,612.50 248,662.70	100.70 4.46%	251,739.25 2,087.67	1.27% 3,076.55	Aaa / AAA NR	4.67 4.13
Total Supranational		**250,000.00**	**4.76%**	**248,612.50** **248,662.70**	**4.46%**	**251,739.25** **2,087.67**	**1.27%** **3,076.55**	**Aaa / AAA** **NR**	**4.67** **4.13**
US TREASURY									
912797HN0	US Treasury Bill 5.348% Due 12/5/2023	215,000.00	10/11/2023 5.47%	213,275.43 214,872.25	99.94 5.47%	214,872.25 0.00	1.07% 0.00	P-1 / A-1+ F-1+	0.01 0.01
91282CBE0	US Treasury Note 0.125% Due 1/15/2024	240,000.00	06/08/2023 5.31%	232,753.12 238,517.68	99.36 5.27%	238,465.20 113.32	1.19% (52.48)	Aaa / AA+ AA+	0.13 0.12
91282CBM2	US Treasury Note 0.125% Due 2/15/2024	250,000.00	06/08/2023 5.29%	241,416.01 247,400.86	98.94 5.26%	247,343.75 91.71	1.24% (57.11)	Aaa / AA+ AA+	0.21 0.21
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	250,000.00	06/08/2023 5.22%	240,791.01 246,546.63	98.55 5.31%	246,367.25 132.21	1.23% (179.38)	Aaa / AA+ AA+	0.29 0.29
912797HF7	US Treasury Bill 5.325% Due 4/11/2024	200,000.00	10/11/2023 5.55%	194,615.83 196,095.00	98.05 5.55%	196,095.00 0.00	0.98% 0.00	P-1 / A-1+ F-1+	0.36 0.35
912797HQ3	US Treasury Bill 5.258% Due 5/9/2024	200,000.00	11/13/2023 5.47%	194,830.13 195,326.67	97.66 5.47%	195,326.67 0.00	0.98% 0.00	P-1 / A-1+ F-1+	0.44 0.43
912828XX3	US Treasury Note 2% Due 6/30/2024	180,000.00	11/13/2023 5.47%	176,196.09 176,478.48	98.10 5.35%	176,575.86 1,506.52	0.89% 97.38	Aaa / AA+ AA+	0.58 0.56
91282CGE5	US Treasury Note 3.875% Due 1/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 496,031.65	98.45 4.65%	492,226.50 7,318.27	2.50% (3,805.15)	Aaa / AA+ AA+	2.13 1.98
Total US Treasury		**2,035,000.00**	**5.11%**	**1,989,014.34** **2,011,269.22**	**5.19%**	**2,007,272.48** **9,162.03**	**10.08%** **(3,996.74)**	**Aaa / AAA** **AAA**	**0.73** **0.69**
TOTAL PORTFOLIO		**20,571,425.47**	**3.18%**	**20,466,129.76** **20,499,001.87**	**5.18%**	**19,917,098.44** **79,069.39**	**100.00%** **(581,903.43)**	**Aa1 / AA+** **AA+**	**1.87** **1.56**
TOTAL MARKET VALUE PLUS ACCRUED						**19,996,167.83**			

Transaction Ledger

As of November 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/01/2023	31846V401	598.41	First American Govt Obligation MMKT Class-D	1.000	4.82%	598.41	0.00	598.41	0.00
Purchase	11/07/2023	31846V401	215,000.00	First American Govt Obligation MMKT Class-D	1.000	4.82%	215,000.00	0.00	215,000.00	0.00
Purchase	11/14/2023	912797HQ3	200,000.00	US Treasury Bill 5.258% Due 5/9/2024	97.415	5.47%	194,830.13	0.00	194,830.13	0.00
Purchase	11/14/2023	912828XX3	180,000.00	US Treasury Note 2% Due 6/30/2024	97.887	5.47%	176,196.09	1,340.22	177,536.31	0.00
Purchase	11/15/2023	31846V401	10,875.00	First American Govt Obligation MMKT Class-D	1.000	4.82%	10,875.00	0.00	10,875.00	0.00
Purchase	11/15/2023	31846V401	890.50	First American Govt Obligation MMKT Class-D	1.000	4.82%	890.50	0.00	890.50	0.00
Purchase	11/15/2023	31846V401	937.04	First American Govt Obligation MMKT Class-D	1.000	4.82%	937.04	0.00	937.04	0.00
Purchase	11/16/2023	31846V401	204.38	First American Govt Obligation MMKT Class-D	1.000	4.82%	204.38	0.00	204.38	0.00
Purchase	11/20/2023	31846V401	201.75	First American Govt Obligation MMKT Class-D	1.000	4.82%	201.75	0.00	201.75	0.00
Purchase	11/27/2023	31846V401	182.33	First American Govt Obligation MMKT Class-D	1.000	4.82%	182.33	0.00	182.33	0.00
Purchase	11/27/2023	31846V401	654.33	First American Govt Obligation MMKT Class-D	1.000	4.82%	654.33	0.00	654.33	0.00
Purchase	11/30/2023	31846V401	254,013.68	First American Govt Obligation MMKT Class-D	1.000	4.82%	254,013.68	0.00	254,013.68	0.00
Subtotal			**863,557.42**				**854,583.64**	**1,340.22**	**855,923.86**	**0.00**
TOTAL ACQUISITIONS			**863,557.42**				**854,583.64**	**1,340.22**	**855,923.86**	**0.00**
DISPOSITIONS										
Sale	11/14/2023	31846V401	372,366.44	First American Govt Obligation MMKT Class-D	1.000	4.82%	372,366.44	0.00	372,366.44	0.00

Transaction Ledger

As of November 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	11/30/2023	91282CHX2	250,000.00	US Treasury Note 4.375% Due 8/31/2028	100.512	4.61%	251,279.30	2,734.38	254,013.68	3,803.43
Subtotal			**622,366.44**				**623,645.74**	**2,734.38**	**626,380.12**	**3,803.43**
Paydown	11/15/2023	02582JKD1	0.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	100.000		0.00	937.04	937.04	0.00
Paydown	11/15/2023	47787CAC7	0.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	100.000		0.00	890.50	890.50	0.00
Paydown	11/16/2023	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	11/20/2023	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	11/27/2023	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	11/27/2023	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**	**3,070.33**	**3,070.33**	**0.00**
Maturity	11/07/2023	912797HJ9	215,000.00	US Treasury Bill 5.31% Due 11/7/2023	100.000		215,000.00	0.00	215,000.00	0.00
Subtotal			**215,000.00**				**215,000.00**	**0.00**	**215,000.00**	**0.00**
TOTAL DISPOSITIONS			**837,366.44**				**838,645.74**	**5,804.71**	**844,450.45**	**3,803.43**
OTHER TRANSACTIONS										
Interest	11/15/2023	14913UAA8	500,000.00	Caterpillar Financial Services Note 4.35% Due 5/15/2026	0.000		10,875.00	0.00	10,875.00	0.00
Subtotal			**500,000.00**				**10,875.00**	**0.00**	**10,875.00**	**0.00**

Transaction Ledger

As of November 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	11/01/2023	31846V401	185,234.49	First American Govt Obligation MMKT Class-D	0.000		598.41	0.00	598.41	0.00
Subtotal			**185,234.49**				**598.41**	**0.00**	**598.41**	**0.00**
TOTAL OTHER TRANSACTIONS			**685,234.49**				**11,473.41**	**0.00**	**11,473.41**	**0.00**

Income Earned

As of November 30, 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	488,521.25 0.00 0.00 489,172.22	750.00 0.00 2,000.00 1,250.00	650.97 0.00 650.97 1,900.97	1,900.97
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 09/15/2028	09/12/2023 09/19/2023 215,000.00	214,990.77 0.00 0.00 214,991.03	499.76 937.04 499.76 937.04	0.26 0.00 0.26 937.30	937.30
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.47% Due 02/25/2028	07/11/2023 07/18/2023 40,000.00	39,993.52 0.00 0.00 39,993.70	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	497,030.38 0.00 0.00 497,126.59	10,029.17 10,875.00 966.67 1,812.50	96.21 0.00 96.21 1,908.71	1,908.71
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	483,807.00 0.00 0.00 484,377.85	2,535.83 0.00 3,803.75 1,267.92	570.85 0.00 570.85 1,838.77	1,838.77
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	6,716.67 0.00 13,216.67 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	4,250.00 0.00 11,750.00 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	4,250.00 0.00 11,750.00 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	583.33 0.00 9,333.33 8,750.00	0.00 0.00 0.00 8,750.00	8,750.00

Income Earned

As of November 30, 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	80.00 0.00 1,280.00 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	193,950.17 0.00 0.00 194,057.06	654.33 654.33 654.33 654.33	106.89 0.00 106.89 761.22	761.22
36267KAD9	GM Financial Securitized Term 2023-3 A3 5.45% Due 06/16/2028	07/11/2023 07/19/2023 45,000.00	44,998.40 0.00 0.00 44,998.44	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	44,995.09 0.00 0.00 44,995.27	73.98 201.75 73.98 201.75	0.18 0.00 0.18 201.93	201.93
459058KW2	Intl. Bank Recon & Development Note 4.625% Due 08/01/2028	09/26/2023 09/28/2023 250,000.00	248,639.17 0.00 0.00 248,662.70	1,124.13 0.00 2,087.67 963.54	23.53 0.00 23.53 987.07	987.07
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,987.04 0.00 0.00 194,987.35	474.93 890.50 474.93 890.50	0.31 0.00 0.31 890.81	890.81
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 06/15/2028	09/26/2023 09/28/2023 250,000.00	243,750.87 0.00 0.00 243,861.93	4,164.06 0.00 5,179.69 1,015.63	111.06 0.00 111.06 1,126.69	1,126.69
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	06/08/2023 06/12/2023 250,000.00	244,665.55 0.00 0.00 245,054.92	3,093.75 0.00 3,781.25 687.50	389.37 0.00 389.37 1,076.87	1,076.87
89236TLB9	Toyota Motor Credit Corp Note 5.25% Due 09/11/2028	09/26/2023 09/28/2023 250,000.00	249,011.43 0.00 0.00 249,028.12	1,822.92 0.00 2,916.67 1,093.75	16.69 0.00 16.69 1,110.44	1,110.44

Income Earned

As of November 30, 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
912828XX3	US Treasury Note 2% Due 06/30/2024	11/13/2023 11/14/2023 180,000.00	0.00 176,196.09 0.00 176,478.48	0.00 (1,340.22) 1,506.52 166.30	282.39 0.00 282.39 448.69	448.69
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	06/08/2023 06/09/2023 240,000.00	237,529.47 0.00 0.00 238,517.68	88.86 0.00 113.32 24.46	988.21 0.00 988.21 1,012.67	1,012.67
91282CBM2	US Treasury Note 0.125% Due 02/15/2024	06/08/2023 06/09/2023 250,000.00	246,374.89 0.00 0.00 247,400.86	66.24 0.00 91.71 25.47	1,025.97 0.00 1,025.97 1,051.44	1,051.44
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	06/08/2023 06/09/2023 250,000.00	245,559.95 0.00 0.00 246,546.63	80.70 0.00 132.21 51.51	986.68 0.00 986.68 1,038.19	1,038.19
91282CGE5	US Treasury Note 3.875% Due 01/15/2026	06/08/2023 06/09/2023 500,000.00	495,878.23 0.00 0.00 496,031.65	5,738.79 0.00 7,318.27 1,579.48	153.42 0.00 153.42 1,732.90	1,732.90
91282CHX2	US Treasury Note Due 08/31/2028	09/26/2023 09/27/2023 0.00	247,433.70 0.00 247,475.87 0.00	1,862.98 2,734.38 0.00 871.40	42.17 0.00 42.17 913.57	913.57
Total Fixed Income		**19,660,000.00**	**19,662,116.88** **176,196.09** **247,475.87** **19,596,282.48**	**49,079.09** **15,339.49** **79,069.39** **45,329.79**	**5,445.38** **0.00** **5,445.38** **50,775.17**	**50,775.17**
CASH & EQUIVALENT						
31846V401	First American Govt Obligation MMKT Class-D	Various Various 296,425.47	185,234.49 483,557.42 372,366.44 296,425.47	0.00 598.41 0.00 598.41	0.00 0.00 0.00 598.41	598.41

Income Earned

As of November 30, 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 Bill 5.325% Due 04/11/2024	10/11/2023 10/12/2023 200,000.00	195,207.50 0.00 0.00 196,095.00	0.00 0.00 0.00 0.00	887.50 0.00 887.50 887.50	887.50
912797HJ9	US Treasury Bill Due 11/07/2023	10/11/2023 10/12/2023 0.00	214,809.73 0.00 215,000.00 0.00	0.00 0.00 0.00 0.00	190.27 0.00 190.27 190.27	190.27
912797HN0	US Treasury Bill 5.348% Due 12/05/2023	10/11/2023 10/12/2023 215,000.00	213,914.16 0.00 0.00 214,872.25	0.00 0.00 0.00 0.00	958.09 0.00 958.09 958.09	958.09
912797HQ3	US Treasury Bill 5.258% Due 05/09/2024	11/13/2023 11/14/2023 200,000.00	0.00 194,830.13 0.00 195,326.67	0.00 0.00 0.00 0.00	496.54 0.00 496.54 496.54	496.54
			809,165.88 **678,387.55** **587,366.44**	**0.00** **598.41** **0.00**	**2,532.40** **0.00** **2,532.40**	
Total Cash & Equivalent		**911,425.47**	**902,719.39**	**598.41**	**3,130.81**	**3,130.81**
			20,471,282.76 **854,583.64** **834,842.31**	**49,079.09** **15,937.90** **79,069.39**	**7,977.78** **0.00** **7,977.78**	
TOTAL PORTFOLIO		**20,571,425.47**	**20,499,001.87**	**45,928.20**	**53,905.98**	**53,905.98**

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.

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

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

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a 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
11/30/2023

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 26,146,882,764.70	$ 26,467,270,000.00	NA
Notes	$ 70,421,449,289.71	$ 69,132,605,500.00	$ 375,677,549.50
Federal Agency:			
SBA	$ 278,327,955.68	$ 277,648,149.03	$ 1,290,199.38
MBS-REMICs	$ 2,218,337.15	$ 2,161,118.72	$ 9,751.23
Debentures	$ 9,032,711,657.80	$ 8,913,069,150.00	$ 61,701,363.70
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 650,000,000.00	$ 634,230,000.00	$ 4,456,111.50
Discount Notes	$ 22,339,266,013.87	$ 22,658,825,500.00	NA
Supranational Debentures	$ 2,819,404,130.97	$ 2,771,250,900.00	$ 20,848,175.60
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes			
CDs and YCDs	$ 12,900,000,000.00	$ 12,900,873,505.19	$ 151,642,638.95
Commercial Paper	$ 8,720,346,180.51	$ 8,806,875,027.72	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 542,063,913.55	$ 522,537,770.00	$ 3,551,253.13
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,229,000,000.00	$ 5,229,000,000.00	NA
PMIA & GF Loans	$ 325,717,000.00	$ 325,717,000.00	NA
TOTAL	$ 159,407,387,243.94	$ 158,642,063,620.66	$ 619,177,042.99

Fair Value Including Accrued Interest $ 159,261,240,663.65

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 12/20/23

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)]

November	**3.843**
October	3.670
September	3.534
August	3.434
July	3.305**
June	3.167

Pooled Money Investment Account Monthly Portfolio Composition [(1)] 11/30/23 $159.4 billion

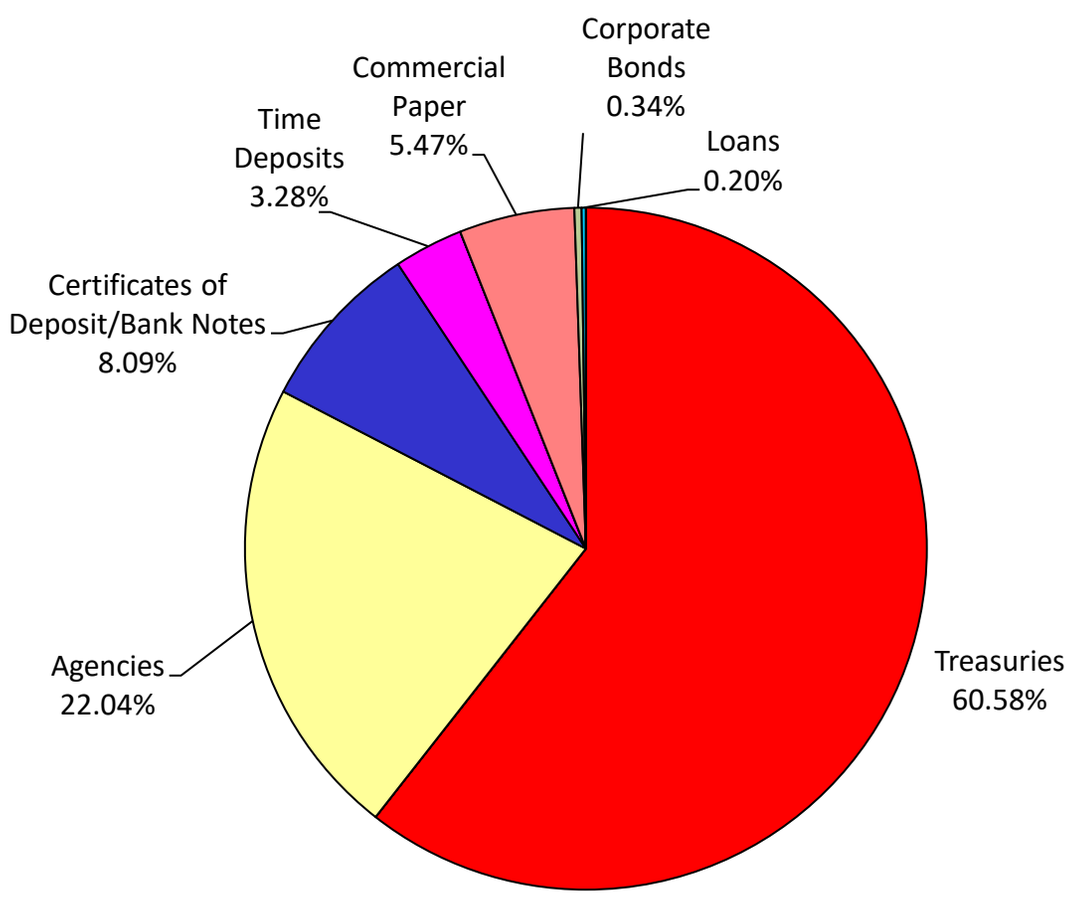


Chart does not include $2,218,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

Unrestricted Cash By Fund Category

Fund Type	FY 2023-24 AP 05
GENERAL FUND	(2,426,612.51)
NON-MAJOR GOVERNMENTAL	9,022,904.26
WATER ENTERPRISE	29,183,446.67
ELECTRIC ENTERPRISE	(6,283,723.20)
WASTEWATER ENTERPRISE	22,568,868.27
NON-MAJOR ENTERPRISE	5,262,453.19
INTERNAL SERVICE FUNDS	(8,207,372.74)
SUCCESSOR AGENCY	(1,670,950.68)
CITYWIDE	47,449,013.26

Unrestricted Cash By Fund

Fund	Fund Description	Fund Type	FY 2023-24 AP 05
001	GENERAL FUND	GENERAL FUND	(3,052,702.26)
002	DEVELOPER DEPOSIT FUND	GENERAL FUND	(1,144,057.15)
005	ADMIN ALLOWANCE FUND	GENERAL FUND	1,764,037.13
100	GAS TAX STREET FUND	NON-MAJOR GOVERNMENTAL	(623,547.84)
101	MEASURE A STREET FUND	NON-MAJOR GOVERNMENTAL	666,557.41
102	RMRA (SB1) GAS TAX FUND	NON-MAJOR GOVERNMENTAL	260,405.92
110	CDBG FUND	NON-MAJOR GOVERNMENTAL	(69,454.08)
111	LANDSCAPE MAINTENANCE FD	NON-MAJOR GOVERNMENTAL	32,010.57
132	AIR QUALITY IMPROVEMT FD	NON-MAJOR GOVERNMENTAL	284,301.48
140	ASSET FORFEIT-POLICE FUND	NON-MAJOR GOVERNMENTAL	1,870.81
148	SUPPL LAW ENFORCEMENT FD	NON-MAJOR GOVERNMENTAL	12,514.38
150	STATE PARK BOND ACT FUND	NON-MAJOR GOVERNMENTAL	(89.32)
200	SPECIAL DONATION FUND	NON-MAJOR GOVERNMENTAL	46,321.79
201	SENIOR CTR ACTIVITIES FD	NON-MAJOR GOVERNMENTAL	56,264.70
202	ANIMAL CONTROL RESERVE FD	NON-MAJOR GOVERNMENTAL	(86.44)
203	POLICE VOLUNTEER FUND	NON-MAJOR GOVERNMENTAL	5,265.92
221	CSCDA-CFD 2020-02 ATWELL	NON-MAJOR GOVERNMENTAL	590,693.33
222	ARPA-AMERICA RESCUE PLAN	NON-MAJOR GOVERNMENTAL	3,949,563.80
300	CITY ADMIN DEBT SVC FUND	GENERAL FUND	6,109.77
400	P/FACILITIES DVLP FUND	NON-MAJOR GOVERNMENTAL	288,614.63
410	F/FACILITY DEVELOPMENT FD	NON-MAJOR GOVERNMENTAL	1,397,412.27
420	TRAFFIC CONTROL FACIL FD	NON-MAJOR GOVERNMENTAL	2,064,217.28
430	GENERAL FACILITIES FUND	NON-MAJOR GOVERNMENTAL	498,174.38
444	WILSON MEDIAN FUND	NON-MAJOR GOVERNMENTAL	401,057.39
451	PARK DEVELOPMENT FUND	NON-MAJOR GOVERNMENTAL	65,961.39
470	CAPITAL IMPROVEMENT FUND	NON-MAJOR GOVERNMENTAL	(48,229.47)
600	AIRPORT FUND	NON-MAJOR ENTERPRISE	281,238.57
610	TRANSIT FUND	NON-MAJOR ENTERPRISE	(1,262,976.85)
660	WATER FUND	WATER ENTERPRISE	24,873,346.24
661	WATER CAPITAL FACIL FUND	WATER ENTERPRISE	3,072,675.20
662	IRRIGATION WATER FUND	WATER ENTERPRISE	1,359,251.38
663	BUA WATER CAP PROJ FUND	WATER ENTERPRISE	1,462,304.90
669	BUA WATER - DEBT SERV FD	WATER ENTERPRISE	(1,584,131.05)
670	ELECTRIC FUND	ELECTRIC ENTERPRISE	(1,017,308.34)
672	RATE STABILITY FUND	ELECTRIC ENTERPRISE	6,614,955.72
673	ELECTRIC IMPROVEMENT FUND	ELECTRIC ENTERPRISE	(12,353,973.94)
674	07 ELEC REV BOND PROJ FD	ELECTRIC ENTERPRISE	(30,475.51)
675	PUBLIC BENEFIT FUND	ELECTRIC ENTERPRISE	1,014,600.75
678	07 ELEC REV BDS DEBT SVC	ELECTRIC ENTERPRISE	(511,521.88)
680	WASTEWATER FUND	WASTEWATER ENTERPRISE	4,119,527.81
681	WASTEWATER CAP FACIL FUND	WASTEWATER ENTERPRISE	10,671,076.51
682	WWTR TERTIARY FUND	WASTEWATER ENTERPRISE	7,713,307.00
683	BUA W/WATER CAP PROJ FUND	WASTEWATER ENTERPRISE	(313,969.74)
685	STATE REVOLVING LOAN FUND	WASTEWATER ENTERPRISE	524,120.00
689	BUA WASTEWATER-DEBT SERV	WASTEWATER ENTERPRISE	(145,193.31)
690	REFUSE FUND	NON-MAJOR ENTERPRISE	6,244,191.47

Unrestricted Cash By Fund

Fund	Fund Description	Fund Type	FY 2023-24 AP 05
700	RISK MANAGEMENT FUND	INTERNAL SERVICE FUNDS	(5,600,533.06)
702	FLEET MAINTENANCE FUND	INTERNAL SERVICE FUNDS	66,941.72
703	INFORMAT'N SYSTEMS SVC FD	INTERNAL SERVICE FUNDS	(1,488,303.12)
704	BUILDING MAINTENANCE	INTERNAL SERVICE FUNDS	(142,960.10)
705	SUPPORT SERVICES	INTERNAL SERVICE FUNDS	(325,464.00)
761	UTL BILL, ACCT & COLL SVC	INTERNAL SERVICE FUNDS	(717,054.18)
805	REDEV OBLIGAT'N RETIRE FD	SUCCESSOR AGENCY	1,869,623.18
810	SA-LOW/MOD FUND	NON-MAJOR GOVERNMENTAL	2,604,269.07
830	SA-DEBT SERVICE FUND	SUCCESSOR AGENCY	(716,550.52)
840	BEA CAPITAL PROJECTS FUND	NON-MAJOR GOVERNMENTAL	(4,006,870.24)
841	BEA L/M CAP PROJECTS FUND	NON-MAJOR GOVERNMENTAL	545,705.13
850	SA-ADMIN FUND	SUCCESSOR AGENCY	(2,824,023.34)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Receive and File Police Department Statistics for the Month of November 2023**

RECOMMENDATION:

Receive and file Police Department statistics for the month of November 2023.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

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

ATTACHMENTS:

1. Police Stats November 2023.pdf

BANNING POLICE DEPARTMENT
NOVEMBER, 2023

CRIME	Nov-23	Nov-22	% CHGE	YTD-23	YTD- 22	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	0	0	0%	1	0	100%
Robbery	2	5	-60%	3	5	-40%
Assaults Agg/Simp	12	15	-20%	33	15	120%
Burglary	10	8	25%	24	8	200%
Vehicle Theft	17	5	240%	27	5	440%
Larceny	26	23	13%	47	23	104%
OTHER						
Narcotics	4	8	-50%	19	8	138%
DUI	4	3	33%	5	3	67%
T/C Non-Injury	25	19	32%	38	19	100%
T/C Injury	3	3	0%	4	3	33%
T/C Fatal	0	0	0%	0	0	0%
Citations	74	77	-4%	136	77	77%
Total Incidents	2770	2965	-7%	2770	2965	-7%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager** **Todd Hopkins, CALFIRE Division Chief**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of November 2023**

RECOMMENDATION:

Receive and file Fire Department statistics for the month of November 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. Fire Stats November 2023.pdf

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

Bill Weiser

Fire Chief

12/13/2023

Report Provided By: Riverside County Fire Department

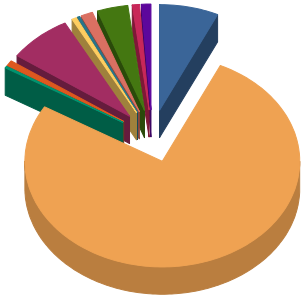
Communications and Technology Division

GIS Section

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

Response Activity

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



False Alarm	34	6.9%
Medical	380	76.8%
Multi-Fam Dwelling Fire	1	0.2%
Other Fire	5	1.0%
Public Service Assist	36	7.3%
Res Fire	3	0.6%
Ringing Alarm	2	0.4%
Standby	7	1.4%
Traffic Collision	18	3.6%
Vehicle Fire	3	0.6%
Wildland Fire	6	1.2%
Total:	495	100.0%

False Alarm	**34**
Medical	**380**
Multi-Fam Dwelling Fire	**1**
Other Fire	**5**
Public Service Assist	**36**
Res Fire	**3**
Ringing Alarm	**2**
Standby	**7**
Traffic Collision	**18**
Vehicle Fire	**3**
Wildland Fire	**6**
Incident Total:	**495**

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
283	150	36	0	5.0	57.2%

***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

			False Alarm	Medical	Multi-Fam Dwelling Fire	Other Fire	Public Service Assist	Res Fire	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 3	Station 20 Beaumont	City of Banning	17	220	1	2	27	0	1	3	5	0	4	280
		Station Total	17	220	1	2	27	0	1	3	5	0	4	280
	Station 24 Cabazon	City of Banning	0	0	0	0	0	0	0	0	2	1	0	3
		Station Total	0	0	0	0	0	0	0	0	2	1	0	3
	Station 89 Banning	City of Banning	17	160	0	3	9	3	1	4	11	2	2	212
		Station Total	17	160	0	3	9	3	1	4	11	2	2	212
	Battalion Total		34	380	1	5	36	3	2	7	18	3	6	495
Grand Total			34	380	1	5	36	3	2	7	18	3	6	495

*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

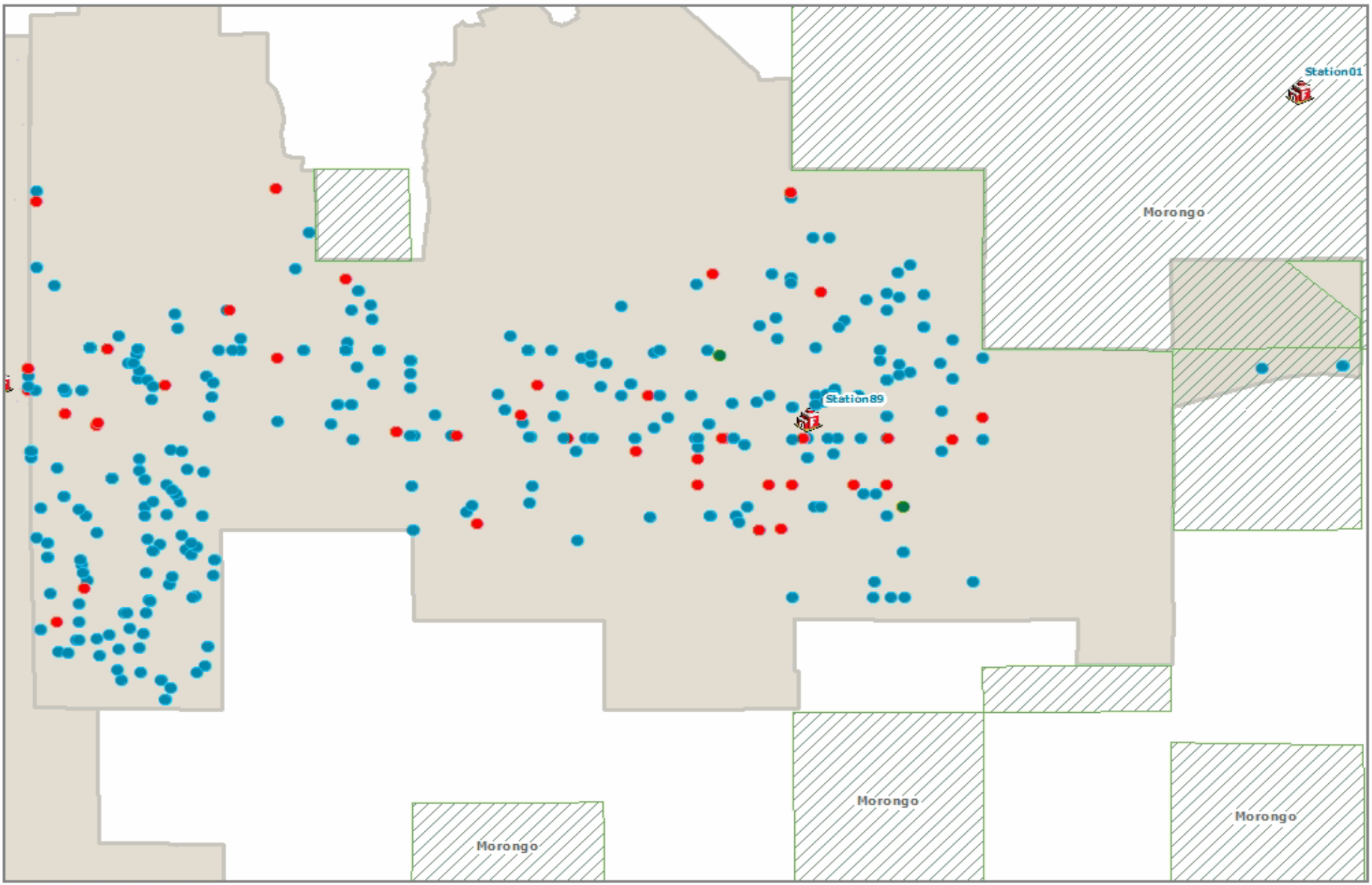
	False Alarm	Medical	Multi-Fam	Other Fire	Public Service	Res Fire	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Banning	34	380	1	5	36	3	2	7	18	3	6	495
Grand Total	**34**	**380**	**1**	**5**	**36**	**3**	**2**	**7**	**18**	**3**	**6**	**495**

*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
False Alarm	34	34
Medical	380	380
Multi-Fam Dwelling Fire	1	1
Other Fire	5	5
Public Service Assist	36	36
Res Fire	3	3
Ringing Alarm	2	2
Standby	7	7
Traffic Collision	18	18
Vehicle Fire	3	3
Wildland Fire	6	6
Total	495	495

MONTH = 11 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

Last Updated 12/13/2023

*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:	**January 9, 2024**
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. CIP Tracking Update. 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, potholing and mapping.	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.	90% Plans sent to ERSC for Review	100% Completed Plans	2/1/24	$ 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	2/1/24	$ 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	12/1/24	$ 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	12/1/24	$ 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	12/1/24	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	30%	Kick Off Meeting for Design Phase with Caltrans & UPRR	Change of Scope Approved by Caltrans including Funding. Review of Filed Meeting Action Items with UPRR, Caltrans	60% Plans Submittal	6/30/24	$ 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	100%	Contractor has completed work and demobilized from site.	Project closeout.	Council approval of NOC	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	2/1/24	$ 111,521
Water	2023-15	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. Pre-Construction meeting held. Various submittals have been reviewed/approved.	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	3/1/24	$ 150,000
Facility	2023-16	Opportunity Village Sound Wall	Design	0%	Completed RFP process. CC Award 12/12/23.	Finalizing contract documents.	Project kickoff	9/1/24	$ 103,486
Facility	2023-14	Dump Site Electronic Gate	Construction	0%	Bid Documents out for solicitation.	Close bid process and review proposals.	Award Contract	6/1/24	$ 65,000
Facility	2023-06	Lions Park Non-Potable Water Conversion	Design	0%	Completed development of RFP	Advertise RFP. Due 1/4/24	Evaluate proposals, City Council recommendation for award and kick off.	8/1/24	$ 100,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director** **Adam B. Rush, AICP**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Receive and File Code Enforcement Update and Statistics for the Month of September and October 2023**

RECOMMENDATION:

Receive and File.

BACKGROUND:

The City's Code Enforcement Division ("Code") is currently staffed three full-time officers that are responsible for enforcement of the City's Municipal Code with cases that range from lack of a business license, to unsafe buildings, to street vendors and much more. Within the Code Enforcement Division, the City employs two Code Enforcement Officers, responsible for managing and organizing over 800 open cases, and a Supervising Officer. In addition to the typical code enforcement duties and responsibilities (e.g., unsafe buildings, unpermitted land use, no business license, construction without permit, and unregistered food vendors, just to name a few) Code Enforcement is also responsible for compliance with Fire Hazard/Weed Abatement. This Program includes the investigations, patrol, noticing, enforcement, and remediation of over 650 vacant lots, of potential fire hazards, the invoicing costs to the property owners for service rendered by the city's contractors. The Weed Abatement Officer notifies all property owners for the Summer and Fall fire seasons, which leaves two officers for Nuisance Complaints, which is before the traditional fire season begins. These duties, while important, reduce their ability to handle the day-to-day functions of other Code Enforcement duties by half. Code Enforcement activities typically do not recoup the cost associated with labor, nuisance abatement, and legal fees to name a few, through the collection of administrative citations and penalties. Revenue from code cases can be delayed months or years given the manner in which fines and penalties are assessed and ultimately collected, which will be mitigated by the Introduction of the Lien Reimbursement Ordinance. Further, the City is missing out on a potential revenue source associated with the Abandoned Vehicle Abatement (AVA) program administered by the California Highway Patrol and Riverside County. Code Enforcement requires additional staffing to enforce AVA Compliance.

Within the previous six months, the Division has implemented the following updates, upgrades, and improvements with the primary goal of increasing the number of closed cases through voluntary compliance, and if necessary, through legal action:

- Upgrading the Code Enforcement Reporting and Case Management System (e.g., Comcate.®).
- Upgrading the technology to achieve greater efficiency and allow Code Officers to work complexly mobile.
- Training and equipping new Code Enforcement Officers.
- Relocating Code Enforcement staff to their new offices (former City Manager Office).

- Continued enforcement of unpermitted food vendors; citation and disposal of unsafe food.

Lastly, outside of updates to Council, Code Enforcement can provide statistics to the public and City Council upon request.

JUSTIFICATION:

The following accomplishments have been achieved during the months of September and October of 2023:

- The Code Enforcement Division is fully staffed with the hire of Daniel Franco in September and Robert Hernandez in October. A new Community Development Department Analyst position that will share duties with Code Enforcement has been filled and the anticipated start date is mid to late November.
- Two Code Enforcement Officers attended a weeklong continuing education training in Monterey, CA in November to keep their California Association of Code Enforcement Officers (CACEO) certifications current and active.
- A Code Compliance Agreement was issued to potential buyer of 2735. If agreement is executed, compliance must be achieved by October 30th.
- Receivership lawsuits are being drafted for the following properties: 775 E. Lincoln St. and 1979 W. Ramsey St.
- Management Analyst hired in December to support the Department.

FISCAL IMPACT:

The Code Enforcement Division maintains regular statistics as part of it's normal function; as such, no additional fiscal impact is incurred. The time to prepare a Summary of Statistics, format the Council Staff Report, and complete its preparation requires approximately two (2) hours of staff time for a Fiscal Impact of approximately $240.00.

ALTERNATIVES:

No Relevant Alternatives Are Provided for a Standard Report.

ATTACHMENTS:

1. Statistics.pdf

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**
Art Chacon, Code Enforcement Supervisor

MEETING DATE: **January 9, 2024**

SUBJECT: **Statistics for the Month of September and October 2023**

Code Enforcement Statistics for October- November 2023		
	MONTH	**YTD**
Cases Investigated	15	965
Cases Closed	28	271
All Open Cases	15	130
Citations Paid	$0	$0
Notices to Abate	1	12
Red Tagged Properties	3	14
Apply or Release Lien/Pendency	2	2
Civic Plus Inquiries	3	3
Public Records Request	6	6

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**January 9, 2024**
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 would place the City out of compliance with Purchasing Policy B-30, 3-105(5).

ATTACHMENTS:

1. CM Authority November 2023.pdf
2. Inventory Data November 2023.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF NOVEMBER 2023

City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
11/1/2023	ABS Facility Services Inc.	West Side Reconfigure	$ 3,550.00	Public Works	CUPCCAA
11/1/2023	Mike Roquet Construction	Del Rita Rd - Remove & Haul away asphalt.	$ 12,920.00	Public Works- Water	CUPCCAA
11/1/2023	Mike Roquet Construction	644 Fashion Way - Remove & Haul away asphalt.	$ 24,890.00	Public Works- Water	CUPCCAA
11/2/2023	Cost Recovery Services	FI State Mandated Recovery	$ 8,200.00	Finance	
11/7/2023	Rincon Consultants, Inc.	Sunrise Water Reservoir Phase 1 ESA	$ 5,000.00	Public Works - Engineering	
11/13/2023	Vision Security	Data drops in City Hall	$ 24,000.00	Public Works - Engineering	CUPCCAA
11/16/2023	Willdan Financial	Arbitrage Wastewater Enterprise Refunding Revenue Bonds, 2019	$ 2,600.00	Finance	
11/21/2023	G & G Environmental Compliance, Inc.	FOG & Industrial Waste Inspections	$ 24,990.00	Public Works - Water	
11/21/2023	Cavanaugh and Assoc.	AWWA Water Audits 2023	$ 5,000.00	Engineering	
11/22/2023	Turboscape	Playground EWF for Lions and R.Williams Parks	$ 6,300.00	Parks & Rec	CUPCCAA

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF NOVEMBER 2023					
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Change Order**	**Comments**
11/9/2023	Blais & Associates	Grant Writing Services for Armory EOC Retrofit	$ 19,643.00	$ 4,050.00	
11/17/2023	Epsilon Engineering Inc.	City Hall Office Remodel	$ 64,708.00	$ 12,500.00	CUPCCAA

INVENTORY PURCHASES OVER $25K				
NOVEMBER 2023				
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Department**
11/1/2023	OneSource Distributors	3-Point Junction, etc.	$ 62,193.30	Electric
11/9/2023	Anixter	Wire 750 MCM AL 220 ; 1/0 AL Jacketed Primary Cable 220, 350 U.G. Triplex Wesley Wire; PME - 9 S&C Switch Gear & Pad Mount; PME -11 S&C Switch Gear, etc.	$ 509,194.28	Electric
11/9/2023	OneSource Distributors	Pad Mounts. 25KVA, 50KVA, and 75KVA	$ 196,561.86	Electric
11/21/2023	OneSource Distributors	HPS 215LE45T: Loadbreak elbow for 1/0 15KV Cable, etc.	$ 26,334.77	Electric

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF NOVEMBER 2023

City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Perry Gerdes, Water/Wastewater Superintendent** **Art Vela, Director of Public Works**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-01 UA, Authorizing the Purchase of a 2025 Ford F-750 Regular Cab Chassis with a 2,000 Gallon Water Tank for a Total Cost of $180,593.96**

RECOMMENDATION:

Adopt Resolution 2024-01 UA:

1. Authorizing the Purchase of a 2025 Ford F-750 Regular Cab Chassis with a 2000 Gallon Water Tank ("2025 Ford Water Truck") for a total cost of $180,593.96.
2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations, transfers, execute the necessary documents for the purchase of the 2025 Ford F-750 water truck.

BACKGROUND:

The Department of Public Works, Water Division, currently has a fleet consisting of several work trucks, large pieces of equipment (backhoes, loaders, etc.) and miscellaneous equipment (air compressors, welders, etc.). As part of its fleet, the Water Division operates one water truck which is utilized for dust control (e.g. dirt road maintenance), reaching compaction during backfilling of excavations and chlorination of water mains.

The single water truck operated by the Water Division is a 1995 Ford Aromax (Unit 834) that was purchased used on March 14, 2004 with 232,000 miles at the time of purchase and currently has 371,000 miles. In addition to Unit 834 reaching the end of it's useful life, the South Coast Air Quality Management District (SCAQMD) has required that the City of Banning replace Unit 834 as it is not in compliance with SCAQMD Rule 1196, which governs public fleets with heavy-duty vehicles.

Staff has identified the availability of a 2025 Ford Water Truck through Sourcewell. Sourcewell, which the City is a member of, provides for cooperative purchasing options resulting in discounted costs and reduces staff time that would used for development of a standalone request for proposals, outreach and proposal evaluation.

JUSTIFICATION:

Unit 834, a 1995 Ford Aromax water truck, is in need of replacement due to being at the end of it's useful life and for not being in compliance with SCAQMD Rule 1196.

The Water Division of the Department of Public Works relies on Unit 834 for dust control (e.g. dirt roads, dredging of water ponds, etc.), reaching compaction during backfilling of excavations and chlorination of water mains.

FISCAL IMPACT:

Funding in the amount of $150,000 for the purchase of a new water truck was included in the approved fiscal year 2023/2024 budget, in Account No. 660-6300-471.90-51 (Capital Expenditures/Automotive Equipment). A budget transfer will be made from the current approved expenditure budget in the Water Operations Fund (Fund 660) to the the account listed to cover the shortfall.

ALTERNATIVES:

1. Adopt Resolution 2024-01 UA as recommended.
2. Do not approve Resolution 2024-01 UA and provide alternative direction to staff. Without replacing the existing water truck, the City will remain in non-compliance with SCAQMD Rule 1196. Additionally, Water Division operations may be jeopardize due to the unreliability of aging Unit 834.

ATTACHMENTS:

1. RESOLUTION_2024-01UA.pdf
2. 11976R1_CITY OF BANNING_F750 GAS WATER TRUCK_SOURCEWELL.pdf
3. CITY OF BANNING 2000 GAL WATER TANK ASSY .pdf

RESOLUTION 2024-01 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE PURCHASE OF A 2025 FORD F-750 REGULAR CAB CHASSIS WITH A 2000 GALLON WATER TANK FOR A TOTAL COST OF $180,593.96

WHEREAS, the Department of Public Works, Water Division, currently has a fleet consisting of several work trucks, large pieces of equipment (backhoes, loaders, etc.) and miscellaneous equipment (air compressors, welders, etc.). As part of its fleet, the Water Division operates one water truck which is utilized for dust control (e.g. dirt road maintenance), reaching compaction during backfilling of excavations and chlorination of water mains; and

WHEREAS, the single water truck operated by the Water Division is a 1995 Ford Aromax (Unit 834) that was purchased used on March 14, 2004 and it considered to be at the end of it's useful life; and

WHEREAS, staff has identified the availability of a 2025 Ford F-750 Water Truck through Sourcewell. Sourcewell, which the City is a member of, provides for cooperative purchasing options resulting in discounted costs; and

WHEREAS, funding in the amount of $150,000 for the purchase of a replacement water truck for Unit 834 was included in the approved fiscal year 2023/2024 budget, in Account No. 660-6300-471.90-51. A budget transfer will be made from the current approved budget in the Water Operations Fund (Fund 660) to cover the shortfall.

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

SECTION 1. The Banning Utility Authority authorizes the purchase of a 2025 Ford F-750 Regular Cab Chassis with a 2000 Gallon Water Tank for a total cost of $180,593.96.

SECTION 2. The Banning Utility Authority 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 9th day of January 2024.

Alberto Sanchez, Chairperson
Banning Utility Authority

ATTEST:

Caroline Patton, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2024-01 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

QUOTATION
NO. 11976R1

CITY OF BANNING
BANNING, CA
SOURCEWELL MEMBER ACCOUNT # 86893

DATE: 12/1/2023
TERMS: NET 30
F.O.B: DEALER

PROJECT: F750 GAS POWERED WATER TRUCK

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 080521-PBL **SOURCEWELL CONTRACT - LISTED PRICES**		
		LISTED WATER TRUCK		
1	WATER-2K	2000 GALLON WATER TRUCK COMPLETE WITH: CHASSIS: FREIGHTLINER M2106 • 25,999 LBS GVWR •CUMMINS B6.7 220HP DIESEL ENGINE • RH HORIZONTAL EXHAUST• TWO (2) ALLIANCE 12 VOLT BATTERIES • ALLISON 2500RDS TRANSMISSION • 50 GAL. ALUMINUM FUEL TANK • 6 GAL. DEF TANK • WHITE PAINT WATER TANK: 2000 GALLON • 98" LONG X 96" WIDE X 64.75" TALL • A36 STEELTANK SHELL AND ENDS • A36 STEELTEAR PAD • A36 STEEL TANK BAFFLE W/ 20" CRAWL HOLE • A36 STEEL TANK RUNNERS FORMED ANGLE STYLE, FULL LENGTH • MODIFIED ELLIPSE, LARGE RADIUS CORNERS • 24" ROUND MAN-WAY, MESH LIFT OUT GRATE, NO LID • INTERIOR TANK COATING FOR SUPERIOR PROTECTION •WHITE PAINT		$105,532.00
		10% SOURCEWELL DISCOUNT:		($10,554.00)
		NON-LISTD WATER TRUCK AT MARKET PRICE		
1		ADD TO CHANGE ABOVE WATER TRUCK TO A 2000 GALLON "B STYLE 10-FOOT LONG STEEL NON POTABLE WATER TANK ASSEMBLY FOR THE CITY OF BANNING WITH A 2025 FORD F750 GASOLINE CHASSIS WITH 33,000 GVWR,, 7.3L 2V DEVCT V-8 GASOLINE ENGINE, 10-SPEED FORD TORQSHIFT AUTOMATIC TRANSMISSION WITH PTO PROVISION, DOUBLE OVERDRIVER AND TOW/HAUL AND 33,000 GVWR - SEE NOTE 3 BELOW		$70,344.00
		TOTAL (CHASSIS & WATER TANK ASSY):		$165,322.00
		SALES TAX (7.75%):		$12,812.46
		TIRE FEE:		$10.50
		TOTAL PRICE:		$178,144.96
		NON-LISTD WATER TANK OPTION		
1		SAND BLAST AND EPOXY COAT TANK INTERIOR		$2,449.00
		NOTES: 1. PRICE INCLUDES CHASSIS DOC FEE, DMV LICENSING AND FREIGHT TO DEALER.. 2. CHASSIS PRICE SUBJECT TO MODEL YEAR AND COMMODITY SURCHARGES. 3. SEE CITY OF BANNING WATER BODY AND F750 CHASSIS SPECIFICATIONS FOR FULL DETAILS.		

CITY OF BANNING

TRUCK MOUNTED 2000 GALLON B STYLE 10' LONG

STEEL NON-POTABLE WATER TANK ASSEMBLY

TANK:

- 3/16" A36 SEMI ELLIPTICAL TANK SHELL
- 3/16" A36 OFFSET HEADS 100% WELDED – INSIDE AND OUT
- 3/16" A36 BAFFLE 20" CRAWL HOLE 100% WELDED
- 3/16" A36 FULL LENGTH LONG BAFFLE 100% WELDED
- 1/4" A36 FULL LENGTH TANK BOTTOM PLATE 100% WELDED
- 1/4" A36 U SHAPED SUBFRAMES 100% WELDED
- 80 DUROMETER VULCANIZED RUBBER PADS BETWEEN TANK AND FRAME
- 24" CIRCULAR MANWAY
- NON-SKID APPLIED TO TOP WALKWAY OF TANK
- 2 1/2" HYDRANT FILL WITH SWIVEL SWING SPOUT
- REAR MOUNTED SIGHT GAUGE WITH SHUT OFFS
- ONE (1) REAR MOUNTED LADDER WITH HANDRAILS
- TWO (2) 10G BONNET STYLE SINGLE AXLE FENDERS WITH DOT LED LIGHTING
- FOUR (4) TANK MOUNTS SOLID MOUNTED
- DOT CONSPICULARITY TAPE

REAR HEAD WITH LABELING

PUMPING SYSTEM:

- ATP B3ZRM CW 4" X 3" ROPE PACKING 750 GPM 70 PSI 40 HP PTO DRIVEN WATER TRUCK
- PUMPING SYSTEM, 750 GPM @ 70 PSI ATP WATER PUMP, HOT SHIFT PTO CAB CONTROLLED, 4" PUMP INTAKE PLUMBING AND 3" PUMP DISCHARGE PLUMBING

PTO:

- MUNCIE HOT SHFT PTO OVERSPEED SYSTEM

WATER DISTRIBUTION SYSTEM:

- SIX (6) 3" ALUMINUM CLAVAL STYLE INLINE VALVE WATER TRUCK DISTRIBUTION SYSTEM
- SIX (6) 3" CLAVAL IN LINE WATER VALVES CAB CONTROLLED
- 4" VICTUALIC DISTRIBUTION MANIFOLD
- 1 1/2" DISCHARGE BALL VALVE DRIVERS SIDE
- CAB MOUNTED 6 SPRAY HEAD CONTROL PANEL

WATER DISTRIBUTION SYSTEM - CONTINUED:

○ ONE (1) 50' X1-1/2" COX SPRING REWIND HOSE REEL WITH HOSE AND ADJ NOZZLE INSTALLED

REAR OF TANK PASSENGER SIDE

○ 6" AIR OPERATED CAB CONTROLLED STEEL REAR FAN DUMP INSTALLED BOTTOM OF TANK

○ 2" 350 GPM ELKHART BRUSH HAWK MONITOR MOUNTED TOP OF TANK FRONT CENTER (OR OFFSET), 2" ELECTRIC VALVE AND CAB MOUNTED JOYSTICK INSTALLED

ACCESSORIES:

○ ONE (1) ALUMINUM DIAMOND PLATE TOOLBOX 24" L X 24" D X 24" T BARN STYLE DOOR WITH GAS SHOCK TEE HANDLE LATCH LOCKABLE 2 SQUARE TUBE FRAME PASSENGER SIDE MIDSHIP

○ ONE (1) ECCO AMBER LED ARROW STICK INSTALLED REAR OF TANK HEAD TOP WITH CABB CONTROLS - FULL ARROW

○ SIX (6) ECCO ED3777A SURFACE MOUNT WARNING LIGHT, AMBER, BLACK HOUSING, INSTALLED UTILIZING 3 IN CAB SWITCHES. TWO IN CHASSIS GRILLE, TWO ON SIDES OF BODY, TWO ON REAR

○ AUXILLARY AIR COMPRESSOR INSTALLED ON TRUCK FOR AIR OPERATED SPRAYS AND DUMP

○ ONE (1) 2.5" X 25' HYDRANT FILL MILL HOSE, CAMLOC ADAPTER AND HYDRANT WRENCH

BUMPER AND REAR ACCESSORIES:

○ SET OF REAR MOUNTED MUD FLAPS

○ 2" STEEL REMOVABLE DOT HIGHWAY FILL PIPE IN TANK WITH VIC VALVE INSTALLED IN

○ REAR HEAD WITH LABELING

○ DOT REAR STORAGE AREA WITH LID

○ DOT REAR ICC UNDER RUN PROTECTION

○ FRAME AND COMPONENTS PAINTED BLACK

○ STEEL STRAIGHT REAR BUMPER WITH LIGHT HOLES ASSEMBLY

PAINT:

○ TANK PAINTED ONE COLOR TO MATCH CAB

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Perry Gerdes, Water/Wastewater Superintendent**
Art Vela, Director of Public Works

MEETING DATE: **January 9, 2024**

SUBJECT: **Consideration of Resolution 2024-02 UA, Approving an Agreement for Three Years with Cla-Val in the Amount of a $361,259 for the Maintenance and Repairs of the City's Cla-Val Water Valves**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2024-02 UA, approving an agreement for three years with Cla-Val in the Amount of a $361,259 for the maintenance and repairs of the City's Cla-Val Water Valves.

BACKGROUND:

The City's water system includes Cla-Val valves that range from 2" to 16". These valves have a variety of uses that included but are not limited to automated pump control, reducing pressures between pressure zones, emergency pressure relief, and regulation of elevated water levels in reservoirs. Each valve is rebuilt on a one-, two-, or three-year schedule depending on the operational role they play in the water system. Staff requested a quote from Cla-Val to provide maintenance services for the City's Cla-Val valves.

JUSTIFICATION:

To prevent voiding Cla-Val warranties, it is necessary to have Cla-Val trained personnel preform all repairs and maintenance services on City Cla-Val valves. Cla-Val services are competitive to similar services performed by other companies on non Cla-Val valves.

FISCAL IMPACT:

The Agreement with Cla-Val will be for a three year period for an amount of $361,259 and budgeted for annually in Account No. 660-6300-471.45-06 (Wells/Pumps/EquipExp) for the maintenance of valves at well sites and Account No. 660- 6300-471.45.08 (Water Distribution System Exp) for the maintenance of valves throughout the remaining City water distribution system. The following table indicates the cost for each year of the three year agreement:

	Year 1	Year 2	Year 3
	$36,706.00	$36,706.00	$36,706.00
		$89,430.00	$89,430.00

			$72,281.00
TOTAL	**$36,706.00**	**$126,136.00**	**$198,417.00**

ALTERNATIVES:

Do not approve and provide alternative direction. Not funding preventive maintenance to these critical valves could have serious consequences, such as rendering some facilities inoperable, making it difficult to maintain reliable water service to the community.

ATTACHMENTS:

1. RESOLUTION_2024-02.pdf
1. Exhibit A - C00929 CLA-VAL COMPANY.pdf
2. Cla Val Quote.pdf
3. Sole Source Letter.pdf
4. Banning Cla Val Maintenance Schedule and Cost Breakdown.pdf

RESOLUTION 2024-02 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING AN AGREEMENT FOR THREE YEARS WITH CLA-VAL IN THE AMOUNT OF $361,259 FOR THE MAINTENANCE AND REPAIRS OF THE CITY'S CLA-VAL WATER VALVES

WHEREAS, the City of Banning owns and operates a public water system that supplies domestic water to approximately 31,500 people through 11,500 services connections; and

WHEREAS, the City is required to follow the State of California Water Resource Board Permit Number 05-20-06P-004 which requires the City to maintain and operate the potable water system in accordance with the American Water Works Association standards; and

WHEREAS, Cla-Val field service personnel are the only personnel that are recognized by Cla-Val to have the appropriate training to provide the required service without voiding valve warranties; and

WHEREAS, Cla-Val services are competitive to similar services performed by other companies on non Cla-Val valves.

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

SECTION 1. The Banning Utility Authority adopts Resolution 2024-02 UA approving an Agreement with Cla-Val for the servicing of the City's Cla-Val water valves in the amount of $361,259 over a three year period.

SECTION 2. The City Manager or his designee is authorized to execute the Agreement with Cla-Val of Perris, CA in an amount of $361,259.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, Chairperson
Banning Utility Authority

ATTEST:

Caroline Patton, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2024-02 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

AGREEMENT FOR CONTRACT SERVICES (C00929) FOR SERVICING OF THE CITY'S CLA-VAL WATER VALVES BY AND BETWEEN CITY OF BANNING AND GRISWOLD INDUSTRIES DBA CLA-VAL COMPANY.

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this day: _____, by and between the **CITY OF BANNING**, **a municipal corporation** ("City") and **GRISWOLD INDUSTRIES DBA CLA-VAL COMPANY a California corporation** and licensed contractor (California License Number 1052905) ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

RECITALS

A. City has sought, by of sole source justification, the performance of the Services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal 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 Contractor 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 CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those Services specified in the "Scope of Services" attached hereto as Exhibit "A" and "A-1" and incorporated herein by this reference, which Services may be referred to herein as the "Services" or "Work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Work and Services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Contractor 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 Contractor's Proposal.

The Scope of Services shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor 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.

Contractor 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. Contractor 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 Contractor'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, Contractor warrants that Contractor (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, Contractor warrants that Contractor 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 Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor 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 Warranty.

Contractor warrants all under the Agreement (which for purposes of this Section shall be deemed to include unauthorized Work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees to warranty labor for ninety (90) days. Parts, materials, and workmanship for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any Work damaged by such Work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

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 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 $1,000.00 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 make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. 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.

1.9 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the Services of the other.

1.10 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 Contractor, 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 Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000.00, 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 Contractor that the provisions of this Section shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 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 Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and "C-1", and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed, Three Hundred Sixty-One Thousand Two Hundred Fifty-Nine Dollars ($361,259.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: 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 subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Scope of Services shall include the attendance of Contractor 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 Contractor is required to attend meetings in addition to the project meetings, to facilitate coordination of the Services and/or Work, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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. 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-contractor charges. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor'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 Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for Work performed pursuant to this Agreement shall not be deemed to waive any defects in Work performed by Contractor.

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.

Contractor 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 shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor,

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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's Work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's Work within forty-five (45) days after it is submitted to City. City shall accept Work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any Work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence upon execution by both Parties and shall expire on December 31, 2026. 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 Contractor.

The following principal of Contractor (Principal) is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Work specified herein and make all decisions in connection therewith.

Mike Trosper, Service Manager

4.2 Representative Name, Title.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement 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 Principal. For purposes of this Agreement, the foregoing Principal may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any,

assigned to perform the Services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance.

4.3 Status of Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.4 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services and the Contractor 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.

4.5 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.6 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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 Contractor, 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 Contractor or any surety of Contractor 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, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) that meet the standards specified in Section 5.5. 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 Contractor's profession, with limits of liability of $1,000,000 per claim/occurrence and $1,000,000 policy aggregate.

In the event Contractor 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 Contractor 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.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor 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) Contractor 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, Contractor 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, Contractor 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 Contractor'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 Contractor 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 Contractor. 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 Contractor.

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.

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 Contractor, Contractor 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.

Contractor 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, Contractor 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 Contractor 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 Contractor of its responsibilities under this Agreement.

Upon request of City, Contractor 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 Contractor shall not be deemed to release or diminish the liability of Contractor, 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 Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the Services to be performed under this Agreement, Contractor 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 Contractor and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, 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"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors 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 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. 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.

2) Contractor shall pay all required taxes on amounts paid to Contractor 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. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor 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. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor 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 Contractor 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 Section 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. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of the Contract Sum, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than three (3) years duration, or in the event the Risk Manager determines that the work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors 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 Books and 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 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 Books and Records. Such Books and Records shall be maintained for a period of 3 years following completion of the Services hereunder, and the City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor 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. Contractor 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, Contractor agrees that if Contractor 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 Contractor is providing Design Services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor, its employees, subcontractors 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 Contractor 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 and Materials for other projects and/or use of uncompleted Documents and Materials without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such Documents and Materials for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or Work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, its officers, employees, agents or subcontractors, 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 Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or Work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor 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.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any Work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor 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 Contractor 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 Contractor'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.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment 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 Contractor's acts or omissions in performing or failing to perform Contractor'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 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 the Contractor 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 Contractor 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 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.

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 Contractor 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 Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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 Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the Work and prosecute the same to completion by contract or otherwise, and the Contractor 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 Contractor 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 a 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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of Services under this Agreement. Contractor 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 subcontractor without the express written consent of the Contract Officer. Contractor 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 nor shall any such officer or employee participate in any decision relating to the

Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

8.3 Covenant Against Discrimination.

Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor 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.

8.4 Unauthorized Aliens.

Contractor 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 Contractor 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, Contractor 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 that 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 Contractor, 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.

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 Contractor 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.

9.7 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[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 Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in Exhibit "C" – Service repairs and replacement of City owned Cla-Val automated valves.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks in accordance with following:

II. To the extent a project proposal consists of multiple product categories, within the budgeted amounts for each product subcategory, and with the approval of the Contract Officer, funds may be shifted from one product subcategory sub-budget to another so long as the project budget is not exceeded per Section 2.1, unless additional services are approved per Section 2.3.

III. For each project assignment the City will compensate Contractor for the Products/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 Products/Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

CLA-VAL MAINTENANCE REPORT

Regulator Station @ Hargrave and John

Size	Catalog #	Stock #	Code	Control	Set Point		Notes
					IN	Out	service yearly
3" RV	3-100-1	100-01-63F	MM	1/2" CRL	190	75	
4" Reg	4-90-01AB	90-01-55E	OT	3/8" CRD		70	
6" Reg	6-90-01AB	90-01-55G	OT	3/8" CRD		67	
8"Reg	8-90-01AB	90-01-57A	OS	3/8" CRD		64	

Reg Station @ San Gorgonio And Lincoln

Size	Catalog #	Stock #	Code	Control	IN	Out	service yearly
3" RV	6-50-01	50-01-35A	OS	1/2" CRL	175	60	
2" Reg	2-90-01As	90-01-60E	OT	3/8" CRD		off	
4" Reg	4" 90G-01	C9655		3/8" CRD		55	
8" Reg	8-90-01AB	90-01-57A	OS	3/8" CRD		52	

Reg Station @ San Gorgonio Tank

Size	Catalog #	Stock #	Code	Control	IN	Out	service yearly
2" RV	2-50-01	50-01-3B	QQ	1/2" CRL	200	60	
2" Reg	2-90-01AS	90-01-60E	QP	3/8" CRD		55	
6" reg	6-90-01AB	90-01-56G	MR	3/8" CRD		50	

Reg Station @ Ring of Trees

Size	Catalog #	Stock #	Code	Control	IN	Out	service yearly
2" RV	2-50-01	50-01-3B	QQ	1/2" CRL	99	55	
2" Reg	2-90-01AS	90-01-60E	QP	3/8" CRD		50	
6"Reg	6-90-01AB	90-01-56C	QR	3/8" CRD		57	

Reg Station @ K Mart

Size	Catalog #	Stock #	Code	Control	IN	Out	service yearly
8" East	8-100-01	131-01	JM		119	70	
8" West	8-100-01	92-01	IX				

Canyon Pressure Sustaining Valves

Location	Size	Catalog #	Stock #	Control	IN	Out	Bi-Annually
Well 1	Roll Seal 10"	10-790-01B		CRD	179	78	
Well 1	10"	5801		CRL	78	Atmos	
Well 2	6"	6-50G-01B		CRL	170	Atmos	
Well 3	8"	8-50G-01AB		CRL	167		
Well 4	Roll Seal 10"	10-790-01B		CRD	190	Atmos	
Well 4	10"	5801		CRL	180	Atmos	
Well 7	Roll Seal 8"	8-750-01		H/P CRL	310	Atmos	
Banning Heights Roll Seal	Roll Seal 8"						

Beaumont Interconnection Rate of flow Control

Location	Size	Catalog #	Stock #	Control	IN	Out	Annualy
	10"	10-640-01BY	640-01-38IJ	CDHS-18	100	70	

Meadowline Interconnection Rate of flow Control

Location	Size	Catalog #	Stock #	Control	IN	Out	Annually

Interconnection Rate of flow Control

Location	Size	Catalog #	Stock #	Control	IN	Out	Annually

CLA-VAL MAINTENANCE REPORT

High Valley Supplement

Location	Size	Catalog #	Stock #	Control	IN	Out	
	8"		90-01				

Reg Station @ Lincoln and Woodland

Size	Catalog #	Stock #	Code	Control	IN	Out	Bi-Annually
3"RV	3-50-01	50-01-35A	OS	CRL	125		
6" Reg				CRD			
8" Reg	8-90-01AB	90-01-57A	OS	CRD			
1 1/2" reg							

Reg Station @ 16th and Hays

Size	Catalog #	Stock #	Code	Control	IN	Out	Bi-Annually
3" RV				CRL	120		
1 1/2" Reg				CRD			
6" Reg	6-90-01AB5	90-01-2839	PT	CRD			
12" Reg	12-90-01AB9	90-01-173E	Os	CRD			

Reg Station @ 8th and Jacinto View

Size	Catalog #	Stock #	Code	Control	IN	Out	Bi-Annually
3" RV	3-50-01	50-01-35A	OS	CRL	135		
1 1/2" Reg				CRD			
6" Reg		50-01-158D		CRD			
8" Reg	8-90-01	90-01-157A	OS	CRD			

Reg Station @ 8th and George

Size	Catalog #	Stock #	Code	Control	IN	Out	Bi-Annually
3" RV	3-50-01	50-01-35A	OS	CRL	135		
1 1/2" Reg				CRD			
6" Reg		50-01-158D		CRD			
8" Reg	8-90-01	90-01-157A	OS	CRD			

Reg Station @ 4th and Wilson

Size	Catalog #	Stock #	Code	Control	IN	Out	Bi-Annually
3" RV				CRL	120		
1 1/2" Reg	1-1/2-90-01AS	90-01-1509K	NR	CRD			
6" Reg	6-92-01BD	92-01-1067E	NR	CRL CRD			
12" Reg	6-92-01BD	92-01-1070	NR	CRL CRD			

Reg Station @ San Gorgonio and Gilman

Size	Catalog #	Stock #	Code	Control	IN	Out	Bi-Annually
2" RV	2-50-01	50-01-2369B		CRL	105		
1 1/2" Reg	1-1/2-90-01AS	90-01-1509K	NR	CRD			
4" Reg	4-92-01BD	92-01-1068	NR	CRL CRD			
6" Reg	6-92-01BD	92-01-106TE	NR	CRL CRD			

Reg Station @Almond and Hoffer

Size	Catalog #	Stock #	Code	Control	IN	Out	Bi-Annually

CLA-VAL MAINTENANCE REPORT

4" RV				CRL	128		
1 1/2 Reg				CRD			
4" Reg	4-91-01ABS	91--01-132K		CRD			
8" Reg	8-91-01ABS	91-01-186B		CRD			
High valley							
8" reg.							
Altitude Valves							
Location	**Size**	**Catalog #**	**Stock #**	**Control**	**IN**	**Out**	**Tri-Annually**
Mountain Tank	4"	4-210-01		CDS6A	9		
High Valley	4"	4-210-01BDY	2120-01-932J	CDS6A / CRL	6		
Brinton Reservoir	24-16	131-01					
Brinton Reservoir	24-17	131-02					
Southwest Res.							
San Gorgonio Res							
San Gorgonio Res							
Foothill west Res.							
Pump Control Valves							
Location	**Size**	**Stock #**	**Control**		**ASCO #**	**Tri-Annually**	
C2 Booster 1 Pump Control	6-660-31AB	660-3121H	102 c-3H	130	8320G132MS		
C2 Booster 2 Pump Control	6-660-31AB	660-31-6D	102 c-3H		8320G132MS		
C2 Booster 3 Pump Control	6-660-31Ab	660-31-60	102 c-3H		8320G132MS		
C2 Booster 4 Pump Control	4-60-31-AB	60-31-54E	102 c-3H		8320G132MS		
C2 Booster 5 Pump Control	4-60-31AB	60-31-54E	102 c-3H		8320G132MS		
C2 RV	4-50-G-01B	81158-02	CRL	135			
Location	**Size**	**Stock #**	**Control**			**Tri-Annually**	
C3 Booster Pump Control	6-60-11BY	60-11-98F		80			
C4 Well Check Valve	12-81-02	43213K		110			
C4 Booster 1(E) Pump Control	12-60-46BY	60-4621G					
C4 Booster 2 (W) Pump Control	12-60-46BY	60-4621G					
C5 Well Check Valve	10-81-02	43-2128					
C5 Booster Pump Control	10-60-46BY	60-46-20J					
C6 Pump Control Clow Valve	513-6 3/04	8039-9		185			
C6 RV	6-50-01			190			
M3 Well Pump Control	6-61-02-224	61-02-224J	CSM11	120			
M3 Well Surge Anticipator	3-52-03	52-03-797C	CRA / CRL	100			
M10 Well Pump Control	6-61-02-224	61-02-224J	CSM11	110			
M10 Well Surge Anticipator	3-52-03	52-03-797C	CRA / CRL	90			
M11 Well Pump Control	6-61-02-224	61-02-224J	CSM11	125			
M11 Well Surge Anticipator	3-52-03	52-03-797C	CRA / CRL	105			

CLA-VAL MAINTENANCE REPORT

M12 Well Pump Control	6-61-02	61-02-R0B	CSM11			

CLA-VAL
MAINTENANCE
REPORT

Parks

Location	Size	Catalog #	Stock #	Control	Set Point	Notes
Dysart	4"	4-90-01	90-01	CRD		
Replier						
Sylvan	4"	4-90-01	90-01	CRD		
Pass Valley	4"	4-90-01	90-01	CRD		
Comm Pool	6"	6-90-01	90-01	CRD		
Pool Fill Valve	2"	136-01	136-01	CRL		W/ Surge Relief
Lyons Park						

CLA-VAL CO. WESTERN REGIONAL SERVICE
QUOTATION

QUOTE NUMBER:	110123MT1	**DATE:**	12/2/2023	**PAGE:**	1
CUSTOMER:	City of Banning				
CONTACT:	Perry Gerdes				
ADDRESS:	Banning		**PHONE:**	951-232-9236	
JOB NAME:	***Cla-Val Rebuild***		**FAX:**		

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	3"	**Model 50-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 397.00	$ 397.00
02)	1	4"	**Model 90-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 430.00	$ 430.00
03)	1	6"	**Model 90-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
04)	1	8"	**Model 90-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 606.00	$ 606.00
05)	1	3"	**Model 50-01 / San Gorgonio & Lincoln** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 397.00	$ 397.00
06)	1	4"	**Model 90-01 / San Gorgonio & Lincoln** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
07)	1	8"	**Model 90-01 / San Gorgonio & Lincoln** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 606.00	$ 606.00
08)	1	2"	**Model 50-01 / San Gorgonio Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 384.00	$ 384.00
09)	1	2"	**Model 90-01 / San Gorgonio Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 374.00	$ 374.00
10)	1	6"	**Model 90-01 / San Gorgonio Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
11)	1	2"	**Model 50-01 / Ring of Trees Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 384.00	$ 384.00
12)	1	2"	**Model 90-01 / Ring of Trees Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 374.00	$ 374.00
13)	1	6"	**Model 90-01 / Ring of Trees Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
14)	1	8"	**Model 131-01 Modified / K Mart Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 825.00	$ 825.00
15)	1	8"	**Model 81-01 / K Mart Reg. Station** ***Main Valve Rebuild Kit***	$ 632.00	$ 632.00
16)	1	6"	**Model 50-01 / Well #2** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 553.00	$ 553.00
17)	1	8"	**Model 50-01 / Well #3** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 627.00	$ 627.00
18)	1	4"	**Model 210-01 / Mountain Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 684.00	$ 684.00
19)	1	4"	**Model 210-09 / Hi Valley Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 948.00	$ 948.00
20)	5	4"	**Model 60-31 / C2 Booster** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 775.00	$ 3,875.00

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
21)	1	4"	**Model 50-01 / C2 Booster Relief** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 447.00	$ 447.00
22)	1	6"	**Model 60-11 Modified / C3 Booster** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 558.00	$ 558.00
23)	1	12"	**Model 81-02 / C4 Well Check Valve** ***Main Valve Rubber Rebuild Kit***	$ 937.00	$ 937.00
24)	2	12"	**Model 60-46 Modified / C4 Booster Pump Control** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 1,275.00	$ 2,550.00
25)	1	10"	**Model 81-02 / C5 Well Check Valve** ***Main Valve Rubber Rebuild Kit***	$ 701.00	$ 701.00
26)	1	10"	**Model 60-46 Modified / C5 Booster Pump Control** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 1,186.00	$ 1,186.00
27)	1	8"	**Watts Pump Control Valve / C6 Booster** ***Main Valve Rubber Rebuild Kit***	$ 820.00	$ 820.00
28)	1	6"	**Model 50-01 / C6 Booster Relief** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 553.00	$ 553.00
29)	1	6"	**Model 61-02 / M3 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
30)	1	3"	**Model 52-03 / M3 Surge Anticipator** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 670.00	$ 670.00
31)	1	6"	**Model 61-02 / M10 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
32)	1	3"	**Model 52-03 / M10 Surge Anticipator** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 670.00	$ 670.00
33)	1	6"	**Model 61-02 / M11 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
34)	1	3"	**Model 52-03 / M11 Surge Anticipator** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 670.00	$ 670.00
35)	1	6"	**Model 61-02 / M12 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
36)	1	10"	**Model 790-01 & 58-01 / Well #1** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,003.00	$ 2,003.00
37)	1	10"	**Model 790-01 & 58-01 / Well #4** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,003.00	$ 2,003.00
38)	1	8"	**Model 750-01 / Well #7** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 736.00	$ 736.00
39)	1	8"	**Model 43-01 / Sun Lakes Beaumont Connection** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 743.00	$ 743.00
40)	1	8"	**Model 131-EJ / H.S. / Beaumont Connection** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 636.00	$ 636.00
41)	2	8"	**Model 131-CW / H.S. / Mtn. to Foothill West** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 646.00	$ 1,292.00
42)	2	24"	**Model 631-01 / Brinton Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 1,665.00	$ 3,330.00
43)	1	16"	**Model 210-GL / Southwest Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,937.00	$ 2,937.00
44)	2	20"	**Model 210-GL / San G Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 3,283.00	$ 6,566.00
45)	1	6"	**Model 90-01 / @ Hi Valley Tank Fire Supplement** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
46)	1	8"	**Model 750-01 / Banning Heights Roll Seal**	$ 736.00	$ 736.00

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
			Main Valve & Pilot Rubber Rebuild Kit		
47)	1	3"	**Model 50-01 / Lincoln & Woodland**	$ 950.00	$ 950.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
48)	1	6"	**Model 90-01 / Lincoln & Woodland**	$ 1,500.00	$ 1,500.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
49)	1	8"	**Model 90-01 / Lincoln & Woodland**	$ 1,749.00	$ 1,749.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
50)	1	3"	**Model 50-01 / 16th & Hays**	$ 950.00	$ 950.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
51)	1	1.5"	**Model 90-01 / 16th & Hays**	$ 1,106.00	$ 1,106.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
52)	1	6"	**Model 90-01 / 16th & Hays**	$ 1,500.00	$ 1,500.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
53)	1	12"	**Model 90-01 / 16th & Hays**	$ 2,525.00	$ 2,525.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
54)	1	3"	**Model 50-01 / 8th & Jacinto**	$ 950.00	$ 950.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
55)	1	1.5"	**Model 90-01 / 8th & Jacinto**	$ 1,106.00	$ 1,106.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
56)	1	6"	**Model 90-01 / 8th & Jacinto**	$ 1,500.00	$ 1,500.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
57)	1	8"	**Model 90-01 / 8th & Jacinto**	$ 1,749.00	$ 1,749.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
58)	1	3"	**Model 50-01 / 4th & Wilson**	$ 950.00	$ 950.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
59)	1	1.5"	**Model 90-01 / 4th & Wilson**	$ 1,106.00	$ 1,106.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
60)	1	6"	**Model 90-01 / 4th & Wilson**	$ 1,500.00	$ 1,500.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
61)	1	12"	**Model 90-01 / 4th & Wilson**	$ 2,525.00	$ 2,525.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
62)	1	2"	**Model 50-01 / San G & Gilman**	$ 898.00	$ 898.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
63)	1	1.5"	**Model 90-01 / San G & Gilman**	$ 1,106.00	$ 1,106.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
64)	1	4"	**Model 90-01 / San G & Gilman**	$ 1,319.00	$ 1,319.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
65)	1	6"	**Model 90-01 / San G & Gilman**	$ 1,500.00	$ 1,500.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
66)	1	4"	**Model 50-01 / Almond & Hoffer**	$ 1,111.00	$ 1,111.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
67)	1	1.5"	**Model 90-01 / Almond & Hoffer**	$ 1,106.00	$ 1,106.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
68)	1	4"	**Model 90-01 / Almond & Hoffer**	$ 1,319.00	$ 1,319.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
69)	1	8"	**Model 90-01 / Almond & Hoffer**	$ 1,749.00	$ 1,749.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
70)	1	3"	**Model 50-01 / 8th & George**	$ 950.00	$ 950.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		
71)	1	1.5"	**Model 90-01 / 8th & George**	$ 1,106.00	$ 1,106.00
			Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F		

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
72)	1	6"	**Model 90-01 / 8th & George** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,500.00	$ 1,500.00
73)	1	8"	**Model 90-01 / 8th & George** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,749.00	$ 1,749.00
74)	1	16"	**Model 210-17 / Foothill West Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,591.00	$ 2,591.00
75)	252		**Labor / Prevailing Wage / 2 Men**	$ 354.00	$ 89,208.00
76)	64		**Travel / 32 Days**	$ 160.00	$ 10,240.00
				TOTAL / WITHOUT TAX	$ 186,646.00

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!

CLA-VAL
Innovation since 1936

This quotation is valid for 30 days from the above date.
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
All prices are **NET**

AUTHORIZED BY: **SALESPERSON:** Mike Trosper

TERRITORY: 3900

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.

If you have any questions regarding this quotation please contact Mike Trosper - Cell (949)-923-0649

24100 Water St. mtrosper@cla-val.com
Perris,CA. 92570
P. 951-657-1718 Ext.288 / Fax 951-657-8540

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.5.

II. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

CLA-VAL CO. WESTERN REGIONAL SERVICE
QUOTATION

QUOTE NUMBER:	110123MT1	**DATE:**	12/20/2023	**PAGE:**	1
CUSTOMER:	City of Banning				
CONTACT:	Perry Gerdes				
ADDRESS:	Banning			**PHONE:**	951-232-9236
JOB NAME:	***Cla-Val Rebuild***			**FAX:**	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	3"	**Model 50-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 397.00	$ 397.00
02)	1	4"	**Model 90-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 430.00	$ 430.00
03)	1	6"	**Model 90-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
04)	1	8"	**Model 90-01 / Hargrave & John St.** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 606.00	$ 606.00
05)	1	3"	**Model 50-01 / San Gorgonio & Lincoln** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 397.00	$ 397.00
06)	1	4"	**Model 90-01 / San Gorgonio & Lincoln** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
07)	1	8"	**Model 90-01 / San Gorgonio & Lincoln** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 606.00	$ 606.00
08)	1	2"	**Model 50-01 / San Gorgonio Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 384.00	$ 384.00
09)	1	2"	**Model 90-01 / San Gorgonio Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 374.00	$ 374.00
10)	1	6"	**Model 90-01 / San Gorgonio Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
11)	1	2"	**Model 50-01 / Ring of Trees Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 384.00	$ 384.00
12)	1	2"	**Model 90-01 / Ring of Trees Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 374.00	$ 374.00
13)	1	6"	**Model 90-01 / Ring of Trees Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
14)	1	8"	**Model 131-01 Modified / K Mart Reg. Station** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 825.00	$ 825.00
15)	1	8"	**Model 81-01 / K Mart Reg. Station** ***Main Valve Rebuild Kit***	$ 632.00	$ 632.00
16)	1	6"	**Model 50-01 / Well #2** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 553.00	$ 553.00
17)	1	8"	**Model 50-01 / Well #3** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 627.00	$ 627.00
18)	1	4"	**Model 210-01 / Mountain Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 684.00	$ 684.00
19)	1	4"	**Model 210-09 / Hi Valley Tank** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 948.00	$ 948.00
20)	5	4"	**Model 60-31 / C2 Booster** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 775.00	$ 3,875.00

21)	1	4"	**Model 50-01 / C2 Booster Relief** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 447.00	$ 447.00
22)	1	6"	**Model 60-11 Modified / C3 Booster** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 558.00	$ 558.00
23)	1	12"	**Model 81-02 / C4 Well Check Valve** ***Main Valve Rubber Rebuild Kit***	$ 937.00	$ 937.00
24)	2	12"	**Model 60-46 Modified / C4 Booster Pump Control** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 1,275.00	$ 2,550.00
25)	1	10"	**Model 81-02 / C5 Well Check Valve** ***Main Valve Rubber Rebuild Kit***	$ 701.00	$ 701.00
26)	1	10"	**Model 60-46 Modified / C5 Booster Pump Control** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 1,186.00	$ 1,186.00
27)	1	8"	**Watts Pump Control Valve / C6 Booster** ***Main Valve Rubber Rebuild Kit***	$ 820.00	$ 820.00
28)	1	6"	**Model 50-01 / C6 Booster Relief** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 553.00	$ 553.00
29)	1	6"	**Model 61-02 / M3 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
30)	1	3"	**Model 52-03 / M3 Surge Anticipator** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 670.00	$ 670.00
31)	1	6"	**Model 61-02 / M10 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
32)	1	3"	**Model 52-03 / M10 Surge Anticipator** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 670.00	$ 670.00
33)	1	6"	**Model 61-02 / M11 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
34)	1	3"	**Model 52-03 / M11 Surge Anticipator** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 670.00	$ 670.00
35)	1	6"	**Model 61-02 / M12 Pump Control** ***Main Valve Rubber Rebuild Kit***	$ 507.00	$ 507.00
36)	1	10"	**Model 790-01 & 58-01 / Well #1** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,003.00	$ 2,003.00
37)	1	10"	**Model 790-01 & 58-01 / Well #4** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,003.00	$ 2,003.00
38)	1	8"	**Model 750-01 / Well #7** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 736.00	$ 736.00
39)	1	8"	**Model 43-01 / Sun Lakes Beaumont Connection** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 743.00	$ 743.00
40)	1	8"	**Model 131-EJ / H.S. / Beaumont Connection** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 636.00	$ 636.00
41)	2	8"	**Model 131-CW / H.S. / Mtn. to Foothill West** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 646.00	$ 1,292.00
42)	2	24"	**Model 631-01 / Brinton Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 1,665.00	$ 3,330.00
43)	1	16"	**Model 210-GL / Southwest Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,937.00	$ 2,937.00
44)	2	20"	**Model 210-GL / San G Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 3,283.00	$ 6,566.00
45)	1	6"	**Model 90-01 / @ Hi Valley Tank Fire Supplement** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 532.00	$ 532.00
46)	1	8"	**Model 750-01 / Banning Heights Roll Seal** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 736.00	$ 736.00

47)	1	1.5"	**Model 90-01 / Lincoln & Woodland** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,106.00	$ 1,106.00
48)	1	3"	**Model 50-01 / Lincoln & Woodland** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 950.00	$ 950.00
49)	1	6"	**Model 90-01 / Lincoln & Woodland** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,500.00	$ 1,500.00
50)	1	8"	**Model 90-01 / Lincoln & Woodland** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,749.00	$ 1,749.00
51)	1	3"	**Model 50-01 / 16th & Hays** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 950.00	$ 950.00
52)	1	1.5"	**Model 90-01 / 16th & Hays** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,106.00	$ 1,106.00
53)	1	6"	**Model 90-01 / 16th & Hays** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,500.00	$ 1,500.00
54)	1	12"	**Model 90-01 / 16th & Hays** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 2,525.00	$ 2,525.00
55)	1	3"	**Model 50-01 / 8th & Jacinto** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 950.00	$ 950.00
56)	1	1.5"	**Model 90-01 / 8th & Jacinto** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,106.00	$ 1,106.00
57)	1	6"	**Model 90-01 / 8th & Jacinto** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,500.00	$ 1,500.00
58)	1	8"	**Model 90-01 / 8th & Jacinto** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,749.00	$ 1,749.00
59)	1	3"	**Model 50-01 / 4th & Wilson** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 950.00	$ 950.00
60)	1	1.5"	**Model 90-01 / 4th & Wilson** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,106.00	$ 1,106.00
61)	1	6"	**Model 90-01 / 4th & Wilson** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,500.00	$ 1,500.00
62)	1	12"	**Model 90-01 / 4th & Wilson** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 2,525.00	$ 2,525.00
63)	1	2"	**Model 50-01 / San G & Gilman** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 898.00	$ 898.00
64)	1	1.5"	**Model 90-01 / San G & Gilman** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,106.00	$ 1,106.00
65)	1	4"	**Model 90-01 / San G & Gilman** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,319.00	$ 1,319.00
66)	1	6"	**Model 90-01 / San G & Gilman** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,500.00	$ 1,500.00
67)	1	4"	**Model 50-01 / Almond & Hoffer** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,111.00	$ 1,111.00
68)	1	1.5"	**Model 90-01 / Almond & Hoffer** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,106.00	$ 1,106.00
69)	1	4"	**Model 90-01 / Almond & Hoffer** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,319.00	$ 1,319.00
70)	1	8"	**Model 90-01 / Almond & Hoffer** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,749.00	$ 1,749.00
71)	1	3"	**Model 50-01 / 8th & George** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 950.00	$ 950.00
72)	1	1.5"	**Model 90-01 / 8th & George** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,106.00	$ 1,106.00

73)	1	6"	**Model 90-01 / 8th & George** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,500.00	$ 1,500.00
74)	1	8"	**Model 90-01 / 8th & George** ***Main Valve Epoxy Kit & Pilot Rubber Rebuild Kit, SS T&F***	$ 1,749.00	$ 1,749.00
75)	1	16"	**Model 210-17 / Foothill West Reservoir** ***Main Valve & Pilot Rubber Rebuild Kit***	$ 2,591.00	$ 2,591.00
76)	1	6"	**Model 92-01 / Complete New Valve to Replace Misssing Valve / Epoxy Coated & SS Trim**	$ 11,095.00	$ 11,095.00
77)	252		**Labor / Prevailing Wage / 2 Men**	$ 354.00	$ 89,208.00
78)	64		**Travel / 32 Days**	$ 160.00	$ 10,240.00
				TOTAL / WITHOUT TAX	$ 198,847.00

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!

This quotation is valid for 30 days from the above date.
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
All prices are **NET**

CLA-VAL
Innovation since 1936

AUTHORIZED BY: **SALESPERSON:** Mike Trosper

TERRITORY: 3900

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.

If you have any questions regarding this quotation please contact Mike Trosper - Cell (949)-923-0649

24100 Water St. mtrosper@cla-val.com
Perris,CA. 92570
P. 951-657-1718 Ext.288 / Fax 951-657-8540

CLA-VAL AUTOMATIC CONTROL VALVES

CLA-VAL™

August 17, 2022

The Cla-Val valve you purchased was designed to be reliable, durable and easy to operate.

Cla-Val Field Service is your only authorized factory maintenance source.

Our Field Service Technicians are highly trained professionals that have a thorough, in-depth knowledge of the workings of each valve and products Cla-Val manufactures. Our factory-trained sales and service personnel are the only people authorized to perform any repairs, start-up service, or maintenance on these valves. We do not recognize or authorize any other service organization to perform repairs on our valves. Cla-Val service only uses Cla-Val parts. As an ISO 9001 certified company, we maintain the highest standard quality assurance. Also, unauthorized repairs will result in voiding the valve warranty.

Our Field Service Technicians have an average of over 12 years experience and our fleet of service vehicles are fully stocked with spare and factory replacement parts to ensure that on-site maintenance and repair services are executed in a timely manner. We also have two dedicated service warehouses at our Western Regional Service Centers in Southern California and Northern California (855-512-6965).

For more than 30 years, we have provided the following categories of services:
- Start-up Assistance
- Periodic Maintenance
- Diagnostic Services
- Valve Repairs
- Field Retrofits
- Actuator Repair and Maintenance

On call 24 hours a day, 7 days a week, 365 days per year, Cla-Val Field Service is there when you need it, backed by more than 80 years of valve design and manufacturing experience.

Regards,

Jennifer Lucha
Cla-Val Service Department
24100 Water Street
Perris, CA 92570
(951) 657-1718
(951) 657-8540 Fax
(949) 524-0667 Cell
jlucha@cla-val.com

Cla-Val Maintence Sheet

Regulator Station @ Hargrave and John								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**Set Point**		**Est. Cost**	**Annually**
					IN	**Out**		
3" RV	3-100-1	100-01-63F	MM	1/2" CRL	190	75	$397.00	
4" Reg	4-90-01AB	90-01-55E	OT	3/8" CRD		70	$430.00	
6" Reg	6-90-01AB	90-01-55G	OT	3/8" CRD		67	$532.00	
8"Reg	8-90-01AB	90-01-57A	OS	3/8" CRD		64	$606.00	**$1,965.00**
Reg Station @ San Gorgonio And Lincoln								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Annually**
3" RV	6-50-01	50-01-35A	OS	1/2" CRL	175	60	$397.00	
2" Reg	2-90-01As	90-01-60E	OT	3/8" CRD		off	$430.00	
4" Reg	4" 90G-01	C9655		3/8" CRD		55	$532.00	
8" Reg	8-90-01AB	90-01-57A	OS	3/8" CRD		52	$606.00	**$1,965.00**
Reg Station @ San Gorgonio Tank								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Annually**
2" RV	2-50-01	50-01-3B	QQ	1/2" CRL	200	60	$384.00	
2" Reg	2-90-01AS	90-01-60E	QP	3/8" CRD		55	$374.00	
6" reg	6-90-01AB	90-01-56G	MR	3/8" CRD		50	$532.00	**$1,290.00**
Reg Station @ Ring of Trees								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Annually**
2" RV	2-50-01	50-01-3B	QQ	1/2" CRL	99	55	$384.00	
2" Reg	2-90-01AS	90-01-60E	QP	3/8" CRD		50	$374.00	
6"Reg	6-90-01AB	90-01-56C	QR	3/8" CRD		57	$532.00	**$1,290.00**
Reg Station @ K Mart								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Annually**
8" East	8-100-01	131-01	JM		119	70	$825.00	
8" West	8-100-01	92-01	IX				$632.00	**$1,457.00**
Canyon Pressure Sustaining Valves								
Location	**Size**	**Catalog #**	**Stock #**	**Control**	**IN**	**Out**		**Bi-Annually**
Well 1	Roll Seal 10"	10-790-01B		CRD	179	78		
Well 1	10"	5801		CRL	78	Atmos	$2,003.00	
Well 2	6"	6-50G-01B		CRL	170	Atmos	$553.00	
Well 3	8"	8-50G-01AB		CRL	167		$627.00	
Well 4	Roll Seal 10"	10-790-01B		CRD	190	Atmos		
Well 4	10"	5801		CRL	180	Atmos	$2,003.00	
Well 7	Roll Seal 8"	8-750-01		H/P CRL	310	Atmos	$736.00	
Banning Heights Roll Seal	Roll Seal 8"						$736.00	**$6,658.00**
Beaumont Interconnection Rate of flow Control								
Location	**Size**	**Catalog #**	**Stock #**	**Control**	**IN**	**Out**		**Annually**
	10"	10-640-01BY	640-01-38IJ	CDHS-18	100	70	$743.00	**$743.00**
Meadowline Interconnection Rate of flow Control								
Location	**Size**	**Catalog #**	**Stock #**	**Control**	**IN**	**Out**		**Annually**
	8						$636.00	
	8						$1,292.00	**$1,928.00**

Cla-Val Maintence Sheet

Interconnection Rate of flow Control								
Location	**Size**	**Catalog #**	**Stock #**	**Control**	**IN**	**Out**		**Annually**
High Valley Supplement								
Location	**Size**	**Catalog #**	**Stock #**	**Control**	**IN**	**Out**		**Annually**
	8"		90-01				$532.00	**$532.00**
Reg Station @ Lincoln and Woodland								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Bi-Annually**
3"RV	3-50-01	50-01-35A	OS	CRL	125		$950.00	
6" Reg				CRD			$1,500.00	
8" Reg	8-90-01AB	90-01-57A	OS	CRD			$1,749.00	
1 1/2" reg							$1,106.00	**$5,305.00**
Reg Station @ 16th and Hays								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Bi-Annually**
3" RV				CRL	120		$950.00	
1 1/2" Reg				CRD			$1,106.00	
6" Reg	6-90-01AB5	90-01-2839	PT	CRD			$1,500.00	
12" Reg	12-90-01AB9	90-01-173E	Os	CRD			$2,525.00	**$6,081.00**
Reg Station @ 8th and Jacinto View								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Bi-Annually**
3" RV	3-50-01	50-01-35A	OS	CRL	135		$950.00	
1 1/2" Reg				CRD			$1,106.00	
6" Reg		50-01-158D		CRD			$1,500.00	
8" Reg	8-90-01	90-01-157A	OS	CRD			$1,749.00	**$5,305.00**
Reg Station @ 8th and George								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Bi-Annually**
3" RV	3-50-01	50-01-35A	OS	CRL	135		$950.00	
1 1/2" Reg				CRD			$1,106.00	
6" Reg		50-01-158D		CRD			$1,500.00	
6" Reg	New Valve	50-01-158D		CRD			$11,095.00	
8" Reg	8-90-01	90-01-157A	OS	CRD			$1,749.00	**$14,900.00**
Reg Station @ 4th and Wilson								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Bi-Annually**
3" RV				CRL	120		$950.00	
1 1/2" Reg	1-1/2-90-01AS	90-01-1509K	NR	CRD			$1,106.00	
6" Reg	6-92-01BD	92-01-1067E	NR	CRL CRD			$1,500.00	
12" Reg	6-92-01BD	92-01-1070	NR	CRL CRD			$2,525.00	**$6,081.00**
Reg Station @ San Gorgonio and Gilman								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Bi-Annually**
2" RV	2-50-01	50-01-2369B		CRL	105		$898.00	
1 1/2" Reg	1-1/2-90-01AS	90-01-1509K	NR	CRD			$1,106.00	
4" Reg	4-92-01BD	92-01-1068	NR	CRL CRD			$1,319.00	
6" Reg	6-92-01BD	92-01-106TE	NR	CRL CRD			$1,500.00	**$4,823.00**
Reg Station @Almond and Hoffer								
Size	**Catalog #**	**Stock #**	**Code**	**Control**	**IN**	**Out**		**Bi-Annually**

Cla-Val Maintence Sheet

4" RV				CRL	128		$1,111.00	
1 1/2 Reg				CRD			$1,106.00	
4" Reg	4-91-01ABS	91--01-132K		CRD			$1,319.00	
8" Reg	8-91-01ABS	91-01-186B		CRD			$1,749.00	**$5,285.00**
Altitude Valves								
Location	**Size**	**Catalog #**	**Stock #**	**Control**	**IN**	**Out**		**Tri-Annually**
Mountain Tank	4"	4-210-01		CDS6A	9		$684.00	
High Valley	4"	4-210-01BDY	2120-01-932J	CDS6A / CR	6		$948.00	
Brinton Reservoir	24-16	131-01					$1,665.00	
Brinton Reservoir	24-17	131-02					$1,665.00	
Southwest Res.							$2,937.00	
San Gorgonio Res							$3,283.00	
San Gorgonio Res							$3,283.00	
Foothill west Res.							$2,591.00	**$17,056.00**
Pump Control Valves								
Location		**Size**	**Stock #**	**Control**		**ASCO #**		**Tri-Annually**
C2 Booster 1 Pump Control		6-660-31AB	660-3121H	102 c-3H	130		$775.00	
C2 Booster 2 Pump Control		6-660-31AB	660-31-6D	102 c-3H			$775.00	
C2 Booster 3 Pump Control		6-660-31Ab	660-31-60	102 c-3H			$775.00	
C2 Booster 4 Pump Control		4-60-31-AB	60-31-54E	102 c-3H			$775.00	
C2 Booster 5 Pump Control		4-60-31AB	60-31-54E	102 c-3H			$775.00	
C2 RV		4-50-G-01B	81158-02	CRL	135		$447.00	**$4,322.00**
C3 Booster Pump Control		6-60-11BY	60-11-98F		80		$558.00	**$558.00**
C4 Well Check Valve		12-81-02	43213K		110		$937.00	
C4 Booster 1(E) Pump Control		12-60-46BY	60-4621G				$1,275.00	
C4 Booster 2 (W) Pump Control		12-60-46BY	60-4621G				$1,275.00	**$3,487.00**
C5 Well Check Valve		10-81-02	43-2128				$701.00	
C5 Booster Pump Control		10-60-46BY	60-46-20J				$1,186.00	**$1,887.00**
C6 Pump Control Clow Valve		513-6 3/04	8039-9		185		$820.00	
C6 RV		6-50-01			190		$553.00	**$1,373.00**
M3 Well Pump Control		6-61-02-224	61-02-224J	CSM11	120		$507.00	
M3 Well Surge Anticipator		3-52-03	52-03-797C	CRA / CRL	100		$670.00	**$1,177.00**
M10 Well Pump Control		6-61-02-224	61-02-224J	CSM11	110		$507.00	
M10 Well Surge Anticipator		3-52-03	52-03-797C	CRA / CRL	90		$670.00	**$1,177.00**
M11 Well Pump Control		6-61-02-224	61-02-224J	CSM11	125		$507.00	
M11 Well Surge Anticipator		3-52-03	52-03-797C	CRA / CRL	105		$670.00	**$1,177.00**
M12 Well Pump Control		6-61-02	61-02-90B	CSM11			$507.00	**$507.00**

Cla-Val Maintence Sheet

			Year 1	Year 2	Year 3
Annually	$11,170.00				
Labor	$22,656.00				
Travel	$2,880.00	$36,706.00	$36,706.00	$36,706.00	$36,706.00
Bi-Annually	$54,438.00				
Labor	$31,152.00				
Travel	$3,840.00	$89,430.00		$89,430.00	$89,430.00
Tri-Annually	$32,721.00				
Labor	$35,400.00				
Travel	$4,160.00	$72,281.00			$72,281.00
			$36,706.00	**$126,136.00**	**$198,417.00**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Amber Rockwell, CORE Manager** **Jim Steffens, Interim Electric Utility Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-03, Approval of the Synergy Professional Services Agreement for Energy Efficiency Programs through a Task Order with the Southern California Public Power Authority (SCPPA)**

RECOMMENDATION:

Adopt Resolution 2024-03:

1. Approving the energy efficiency program professional service agreement with Synergy through Southern California Public Power Authority (SCPPA) for an amount not to exceed $600,000 over three fiscal years and authorize the City Manager or his designee to execute all necessary agreements.
2. Authorizing the City Manager, or their designee to make necessary bucket adjustments, appropriations, and transfers related to this resolution.

BACKGROUND:

SCPPA is a Joint Powers Authority, formed in 1980 under the Joint Exercise of Powers Act of the California Legislature. The City of Banning Electric Utility is one of eleven municipal utilities and one irrigation district that make up the members of SCPPA. Over the years, SCPPA's role has evolved from generation and transmission acquisition, to include legislative advocacy and cooperative efforts to reduce member costs and improve efficiency.

As a SCPPA member, the City of Banning Electric Utility has the benefit of participating in Professional Services Agreements that SCPPA executes at the request of, and on the behalf of, its members. The Electric Department participates in SCPPA's Public Benefit Committee where activities include the preparation of a State required annual report, which details the use of Public Benefit Funds, and the exchange of information regarding energy efficiency (EE), renewable energy, research, and development programs and low-income services.

In 2022, The Synergy Energy Audit Measures (S.E.A.M.) program replaced the Business Energy Efficiency Funds (B.E.E.F) Program. The BEEF Program limited energy audits and EE direct installs to only commercial businesses. Seeing the need to help a growing number of low-income customers, the S.E.A.M. Program was developed. This program assists an underserved segment of the community while still providing free energy audits and EE direct installs to City of Banning businesses. Under the S.E.A.M. Program, free energy audits and EE measures are now offered to manufactured homes and single-family residences as well.

On September 12, 2023, Resolution 2023-158 was passed ratifying all current SCPPA Task Orders and Master Service Agreements. Within this resolution was the adoption of Task Order BEU-01 and Master

Services Agreement for Synergy Companies. The expiration on this Task Order was October 15, 2023. At this time, direction was given by to only seek approval for existing Task Orders and Master Service Agreements and bring forth new Task Orders and Master Service Agreements through SCPPA for approval on a future date. Task Order BEU-01 expired before execution.

JUSTIFICATION:

California Assembly Bill 723 requires municipal electric utilities to collect revenues for the following Public Benefit Programs:

(1) Cost-effective demand-side management services to promote energy efficiency and energy conservation.
(2) New investments in renewable energy resources and technologies consistent with existing statutes and regulations which promote those resources and technologies.
(3) Research, development and demonstration programs for the public interest to advance science or technology which is not adequately provided by competitive and regulated markets.
(4) Services provided for low-income electricity customers, including but not limited to, targeted energy efficiency services and rate discounts

Synergy Companies currently administers energy savings programs for small business audits with direct installations, manufactured homes and residential audits with direct installation, and municipal department (EE) updates.

FISCAL IMPACT:

Funds for program expenditures shall be effective from January 9, 2024, to October 15, 2026, with a not to exceed amount of $600,000 for the term of the Task Order. Funds will be budgeted in Public Benefits account 675-7020-473.42-58.

Year	Estimated Amount
2023/2024	$200,000
2024/2025	$200,000
2025/2026	$200,000

ALTERNATIVES:

1. Adopt Resolution 2024-03 as recommended.
2. Do not approve Resolution 2024-03 and discontinue City of Banning Electric Utility S.E.A.M. program, abandoning all current projects and dismissing those customers on the current waitlist.

ATTACHMENTS:

1. Resolution_2024-03__Synergy.pdf
2. Exhibit A_SCPPA_Task_Order_BEU_02_-_Synergy_updated__002_.pdf
3. 2023_-_CC_Resolution_No._2023-158_-_Ratifying_SCPPA_Task_Orders.pdf
4. 2023 Synergy updated MSA valid until 10-15-26.pdf
5. BEU-01-A-01_Synergy - signed not executed.pdf
6. SEAM Program 1 Page Flier Business.pdf
7. SEAM Program 1 Page Flier MHP.pdf
8. SEAM Program 1 Page Flier SFR.pdf

RESOLUTION 2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SYNERGY PROFESSIONAL SERVICE AGREEMENT FOR ENERGY EFFICIENCY PROGRAMS THROUGH A TASK ORDER WITH THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA)

WHEREAS, the City of Banning is a general law municipality governed by elected city councilmembers; and

WHEREAS, the City of Banning owns and operates a retail electrical energy distribution system which serves load to end-use customers in an assigned area of service; and

WHEREAS, the City of Banning Electric Utility is one of eleven municipal utilities and one irrigation district that make up the members of SCPPA. Over the years, SCPPA's role has evolved from generation and transmission acquisition to include legislative advocacy and cooperative efforts to reduce member costs and improve efficiency; and

WHEREAS, as a SCPPA member, the City of Banning Electric Utility has the benefit of participating in Professional Services Agreements that SCPPA executes at the request of, and on behalf of, its members; and

WHEREAS, the Electric Utility, through Public Benefits funds, offers the S.E.A.M. Program to customer to provide for energy audits and energy efficient direct installs, and

WHEREAS, the Electric Utility desires to enter into a new Task Order with SCPPA to renew a three-year agreement with Synergy to administer the S.E.A.M. Program.

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

SECTION 1. The City Council adopts Resolution 2024-03 ratifying and approving the new professional service agreement with Synergy for the identified energy efficiency programs through a Task Order with the Southern California Public Power Authority (SCPPA), included in Exhibits 1-7, attached hereto and incorporated by reference for a total not to exceed $600,000 for the term of the Task Order budgeted within Public Benefits account 675-7020-473.42-58.

SECTION 2. The City Council ratifies the new Master Services Agreement and Task Order and authorizes the City manager and/or his designee to execute the unexecuted professional service agreement, task order, and amendment made available through SCPPA for Synergy Companies.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-03, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Synergy Agreement

TASK ORDER NO: BEU-02

BANNING ELECTRIC UTILITY
PROVIDING POWER TO THE COMMUNITY OF BANNING SINCE 1922

DATE:	October 19, 2023
PROJECT DESCRIPTION:	Commercial and Residential Direct Install Programs
PARTICIPATING MEMBER:	Banning Electric Utility
CONSULTANT:	Eagle Systems International, Inc. DBA Synergy Companies

Synergy Companies ("Consultant"), SCPPA, and the Participating Member ("Participant" or "Banning Electric Utility") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Contractor dated October 15, 2020, and as Amended on December 16, 2021, and July 20, 2023, except as specifically modified herein.

SCOPE OF SERVICES

Overview

The consultant will implement the Banning Electric Commercial and Residential Direct Install Programs.

Task 1: Program Administration

Consultant shall oversee program administration and provide a database tool for program tracking, which will be stored in a Secure File Transfer Protocol (SFTP network infrastructure). The database will contain the BEU customer participation records. It will allow BEU to have access to important program data points including, but not limited to energy measures installed, energy assessment forms, and data. Consultant will work with the BEU authorized representative to administer the program and assist customers that reach out directly to BEU. Administrative duties performed by Consultant will also include monthly reporting, invoicing, and customer service.

Task 1.1: Marketing

Consultant shall market the Energy Efficiency Programs to eligible BEU customers. Eligible customers are commercial customers, residential single-family, residential multi-family, and

residential manufactured housing customers. All the marketing collateral needs to adhere to the BEU style guide and be approved by BEU before execution.

Task 1.2: Schedule Program Services

a) Consultant shall provide a dedicated phone number for all BEU customer contacts including scheduling assessments, providing program information, and to answer customer inquiries during normal business hours, Monday through Friday between 8AM - 5PM.
b) Consultant shall be responsible for responding to customers within two (2) business days to schedule program services.
c) Consultant shall limit customer site visits to no more than two (2) visits per customer to provide products and services as described in the Measure Pricing Worksheet attached hereto as Attachment 1. Consultant shall schedule more than (2) visits if only requested by customer to accommodate the customer's schedule.

Task 1.3: Customer Verification

a) Consultant shall verify customer's status as an active BEU electric customer. Customer data shall be transferred through a Consultant provided secure file transfer protocol (SFTP) site or by other secure means.
b) Consultant shall ensure that customers only participate in the program once every 5 years, unless significant changes have occurred at the property (e.g. home remodel, new tenant, new ownership, etc.) or authorized through pre-approval by BEU.

Task 2: Energy Assessments

Task 2.1: On-Site Energy Assessment

a) Consultant shall conduct a thorough whole house energy assessment for commercial, single family, multifamily, and manufactured housing residential customers to assess customer's existing appliances and equipment.
b) Consultant shall be required to complete the energy assessment during the on-site visit, using an electronic device such as a laptop or tablet, and answer whole building efficiency and optimization questions including building envelope, lighting, various energy appliances, measures, and potential occupant behaviors.
c) During the visit, the Consultant shall quantify each device's estimated energy consumption and identify opportunities for enhanced energy-use efficiency and shall educate the customer by providing clear and actionable recommendations to save energy.
d) Assessments shall be conducted during normal business hours, Monday through Friday including one weekend per month between the hours of 8AM - 5PM.

Task 2.2: Final Assessment Report

a) The report shall include energy savings recommendations.
b) Consultant shall provide reports by email provided by the customer or standard mail, if preferred by the customer, within (3) business days of the assessment completion.

Task 3: Direct Installation of Energy Efficiency Products

During the on-site visit, the Consultant will assess the opportunity for the installation of energy efficiency measures. Based upon the assessment and customer approval, the Consultant shall directly install and distribute energy efficiency measures and products, as determined by BEU within the Program Pricing Worksheet. Consultant shall process installation agreement forms.

a) Consultant shall provide reports along with itemized invoices for completed installations to BEU monthly.
b) Installation of energy measures shall be performed at time of scheduled on-site visits.
c) These visits shall be at the convenience of the customer during mutually agreed times, to minimize the impact on the customer.
d) Consultants shall ensure the safety of the building's occupants by performing the required combustion safety test using Building Performance Institute (BPI) protocols and Natural Gas Appliance Testing (NGAT) standards. All unsafe or hazardous condition caused by a Consultant shall be addressed and corrected by Consultant before leaving the premises.

Task 3.1: Single Family Homes, Multi-Family Homes, Manufactured Housing Homes

Consultant shall install Air Conditioning, Lighting, Plug Load, and Weatherization measures as determined by BEU, and included in Program Pricing Worksheet.

Task 3: Quality Assurance

The Consultant shall follow the quality assurance plan incorporated herein as Exhibit A.

Compensation and Schedule

This task order shall be effective from January 1, 2024, to October 15, 2026, with a not to exceed amount of **$600,000 for the term of the Task Order.** Consultant shall invoice BEU monthly, after completion of onsite energy assessments, installation of energy measures, and delivery of final reports to BEU and BEU customers.

Representatives of Participating Member and Consultant

BANNING ELECTRIC UTILITY

Name: Doug Schulze
Position: City Manager
Street: 99 E Ramsey St
City, State Zip: Banning, CA 92220
Phone # 951-922-3104
Email: dschulze@banningca.gov

Name: Amber Rockwell
Position: C.O.R.E. Manager
Street: 176 E Lincoln St
City, State Zip: Banning, CA 92220
Phone # 951-849-5224
Email: arockwell@banningca.gov

SYNERGY COMPANIES

Doug Price
SoCal General Manager
90 Business Park Drive
Perris, CA 92571
951-443-6151
doug.price@synergycompanies.com

Matthew Clark
Vice President of Business Development
90 Business Park Drive
Perris, CA 92571
951-230-6425
matt.clark@synergycompanies.com

Amendment(s) to the Agreement

None.

[SIGNATURE PAGE FOLLOWS]

TASK ORDER NO: BEU-02

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER

Executive Director

Approved as to Legal Form and Content:

_____

ARMANDO ARBALLO

Associate Counsel

EAGLE SYSTEMS INTERNATIONAL, INC.

DBA SYNERGY COMPANIES

By: _____

MATTHEW CLARK

Vice President of Business Development

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

CITY OF BANNING ELECTRIC UTILITY

By: _____

Doug Schulze

City Manager

EXHIBIT A

Quality Assurance Plan

This document is the Quality Assurance Manual Synergy Programs.

Energy Efficiency Programs

Quality Assurance Plan (QAP):

Synergy Companies



Introduction

Purpose

The QAP describes the strategy and methods used to ensure that the program:

- Produces high-quality outputs (quality control/quality assurance)
- Seeks to continuously improve itself (quality improvement)
- Satisfies customers (customer centric).

Quality Assurance Vision

Synergy is committed to providing quality services that meet the performance, cost, and schedule requirements of our clients and customers. Our processes are established on practices, tools, and software that generate consistently reliable results. Our workflow management tools integrate fundamental management and communication techniques, technical processes, and tools into an approach focused on the quality of deliverables. Synergy's team concentrates on continuous improvement of business processes, customer satisfaction, and continuous quality measurement of delivered services, while identifying opportunities for process improvements.

The success of Synergy's programs and projects are made possible by adherence to proven quality standards and established QA methods that enable us to offer our clients:

Energy efficiency and sustainability programs that use mature, well-defined, and repeatable processes.
Use of proven measurement and verification (M&V) techniques.
Use of beneficial, cost-effective IT, data communications, and marketing tools and methodologies.

Consistency and transparency in both the methodology of analysis and the presentation of findings is critical if programs and projects are to achieve their objectives of meeting energy reduction goals or funding requirements. To that end, Synergy uses integrated tools for use in collection, analysis, and presentation of building and energy data.

Quality Assurance Plan Purpose

Synergy has developed this QA plan to demonstrate how our team will monitor, assess, and ensure adherence to processes, procedures, and standards to determine the quality and on-time delivery of all deliverables and services for the program. This plan will serve as the blueprint for maintaining consistent quality through all components of the project and in each task.

The QA plan documents the procedures by which the team assesses performance for all aspects of the program against contractual requirements. The plan describes the approach for activities, including program tracking and reporting, process reviews, program audits, project engineering analyses and reports, procedures, and techniques for implementing and sustaining overall quality for the program.

Quality Assurance Plan Scope

Synergy has created a QA framework to form the basis of the complete quality management approach and strategy. The processes defined in the plan will be leveraged to implement quality into all aspects of performance. Synergy's workflow management software will guide and track the process to ensure compliance in a transparent manner.

The objective of the QA plan is to describe the roles and responsibilities and the policies and procedures that ensure consistency and quality throughout the projects. The objective enables the QA team to achieve critical measurable results for the program, such as:

Predictable Results: The QA plan is to ensure that deliverables and services are produced in an efficient, effective, reliable, and predictable manner that will consistently produce results compliant with the contractual requirements of the program.

Error Prevention: The QA plan prevents the introduction of errors into deliverables and services. Any errors that are found undergo analysis and subsequent action to preclude reintroduction of the error. This aspect of the QA plan includes the structured approach to pursuing continuous improvement in all aspects of the program.

M&V Documentation: The QA plan ensures a structured approach to the defining, recording, and storing of documentation related to requirements, approvals, reviews, tests, decisions, actions, events, and problems and improvement measures to support verification, validation, and traceability.

Customer Satisfaction: The QA plan ensures the customer receives the best possible deliverables and services. Customer satisfaction surveys will be conducted so that participants may comment on the program and the contractor. Surveys will be conducted either by mail, email or by telephone. The results of the survey will be entered into the database management tool.

Continuous Improvement: Feedback from all the above is used in an ongoing effort to improve the program implementation processes. Results from the survey will be quantified and shared with the program advisor.

Quality Assurance Plan Field Operating Guidelines

A. Technician Training

New technicians receive individual classroom training from the production supervisor and on-the-job training by serving as a helper from a certified trainer.

All technicians are required to pass the EPA test to handle HVAC refrigerants and to become EPA certified. Synergy regularly enrolls its technicians in technical training.

All technicians are required to attend a weekly tailgate meeting, plus a monthly

technician meeting for on-going training. The type of information that is covered in these training sessions would include measure and service standards, review of safety standards, motivation, customer service, and quality control instruction.

The production supervisor or assistant production manager also provides one-on-one training to technicians in the field.

B. Geotagged Photos of Measures Installed

A geotagged photo is taken of every measure installed for each project completed. The geotagged photo contains the location expressed in latitudinal and longitudinal geo coordinates to several decimal places for increased accuracy. A time stamp and date are also included with these photos that matches the time and date of the completed project.

Geotagged photos assure that the measures reported are installed at the location specified. With geotagged photos, projects can be inspected remotely with confidence for verifying quality installation and measure reporting accuracy.

The geotagged photos are included with each invoiced project and uploaded to the program's designated energy efficiency collaboration platform. Geotagged photos can also be shared on an as requested basis for program inspection verification.

C. Technician Installation Guide Mobile Application

The Company provides each technician with an installation and customer service electronic application for download onto their mobile device. The installation guide application provides the measure installation instructions for each program measure serving as a helpful field reference for installation standards.

D. Weekly Tailgate Meeting

A weekly tailgate meeting is held with the technicians to review work schedules, common work issues, and to reinforce quality installations and customer service. This is an excellent time for communication between the production manager and team leads with each technician.

E. Monthly Technician and Associates Meeting

A more formal meeting is held with all company associates once a month where more extensive training and motivation takes place. Each technician is required to attend these meetings. In the event a technician misses the meeting, he receives a follow-up email outline of the meeting and a briefing by his team lead.

F. Dedicated Team Lead

Synergy has established a dedicated program quality production manager and additionally an in-house inspector that works with the technicians to maximize customer service and quality.

As jobs are inspected, technicians who performed the job being inspected are invited to ride-along with the Synergy in-house inspector to observe and receive feedback on his or her performance. We have found this to be a very helpful learning and teaching opportunity.

Inspection and Verification Plans and Procedures

A. Synergy Inspections and Internal Audit

As mentioned previously, Synergy maintains QPM'S (Quality Production Managers) and/or an in-house inspector that review all electrification and tier 2 efficiency installations for proper functionality and safety. This process will help assure that electrification jobs are maintained to production standards.

The QPMs inspect a minimum of 15% of all non-electrification and non-tier 2 efficiency installation jobs per month. 5% of all jobs are inspected every payroll period with hookups to verify measurements, and an additional 5% of jobs are visually inspected. Each technician has at least 1 job inspected visually, and 1 job inspected with hookups every pay period.

Desk review verifications of geotagged photos are electronically conducted on 100% of projects completed to ensure that each project has an accompanying geotagged photo file of every measure installed.

B. Correction on Failed Inspections and Confirmation of Energy Savings.

If a job is failed through the COMPANY's or contractor's inspection process, either the quality production manager or inspector will do the "repair or correction" or the "installing technician" is required to return to the customer's home to complete the "repair or correction" on the job.

Under either circumstance, the inspector or installer is to note on the inspection sheet or call the QPM with the date and confirmation of the follow-up visit.

Resolving Customer Issues

Information on customer issues will be recorded in the monthly report. Synergy will address and resolve customer issues discovered through either survey feedback or other means of customer contact. Synergy will pursue continuous improvements to promote complete customer satisfaction. Customer feedback issues will be tracked by Synergy using the monthly reports, as well as a completed complaint form. If any issues cannot be resolved to the satisfaction of the customer by Synergy within five (5) days, Synergy shall immediately provide the program advisor with a detailed description of any such complaint, which will include the name and contact information of the customer and any other information requested by Company.

Synergy will have an Energy Efficiency information sheet with the telephone number on it that

will reinforce an invitation for the customer to contact Synergy with any questions or issues.

Synergy will have adequate resources dedicated to quality control and customer satisfaction. Synergy calls the park managers/owners and residents/owners after the work is completed to determine satisfaction and to gain other important information about the work completed. For those customers that may have had some type of reservations, Synergy will quickly respond to any concerns to ensure that customer concerns are adequately addressed.

Synergy will also arrange for an in-house inspector that physically and randomly inspects 5% of jobs completed.

The complaints are maintained in a complaints database, including the nature and date of the complaint and how it was handled. A summary of complaints and compliments are provided in the monthly report.

Double-Dipping Prevention Plan

Prior to paying any Incentives for a Measure or providing other program services to a customer, Synergy does a duplicate measure request inquiry (DMRI) of program data for the customer's site to determine what measures the customer is eligible for and the same DMRI is conducted at the time of invoicing as an additional control to prevent double-dipping.

DEER and CPUC approved IOU workpaper guidelines for measure base cases are followed to determine feasibility of installing a measure. Previously installed measures can be replaced by the program at the end of their effective useful life (EUL) or remaining useful life (RUL).

Quality Assurance Methodologies

A. DEEMED Methodology

Energy efficiency programs use approved IOU workpapers that are CPUC approved and DEER to determine program energy savings. The contractor and its M&V subcontractor stay current with changes to DEEMED energy savings and potential new approved DEEMED measures and report these to the COMPANY's program advisor. Program energy savings are adjusted as energy savings changes occur.

B. NMEC

The net metering energy consumption (NMEC) meter-based approach is suitable for programs when no robust and relevant field data exists for the newly proposed innovative measures today, which require these solutions to have to go through more time consuming channels including but not limited to the Emerging Technologies (ET) or customized/calculated pathways. By including the NMEC approach into the program design, the program creates multiple benefit streams including:

1. Immediate consumer adoption.

2. Field data collection that supports future deemed energy savings estimates

3. Early collaboration with utility and the CPUC's Ex-Ante Review (EAR) team on measurement and verification (M&V) plans and variables.

4. Standardized data collection procedures compliant with project energy savings estimates and supporting information that is consistent with the requirements set forth by the AB 802 legislation and the CPUC.

For each program or project, the QA team will be consulted on the approach to baseline operations and how measure implementation will be confirmed. Primarily, energy savings calculations will be based on data collected via Synergy's contracted engineering consultant's revenue grade 3-phase data acquisition meters and systems.

The QA team will be apprised of the analysis approach. The use of revenue grade 3-phase data acquisition tools will standardize the analytical process such that the QA process can focus on examining the results versus the process. When the energy savings analysis is completed for each project, the analysis will be independently reviewed by the QA team to confirm agreement with the savings estimates and approach to the savings estimates for the measures. The review methodology will be established to examine processes against quality factors using Synergy's workflow management tools, such that the QA checks and results must be recorded for the project to move to the next stage. Examples of quality factors include:

Correctness: The extent to which a deliverable satisfies the requirements and the stated objectives.

Timeliness: The deliverable is provided when required.

Reliability: The extent to which a deliverable is provided on a consistent basis.

Productivity: The amount of resources to correctly produce the deliverable, including the relationship between the amounts of time needed to accomplish work and the effort expended. Via the online database, Synergy will maintain a clear record of all project findings, including on-site notes, building and equipment data, and operating characteristics. Secondary review of randomly selected projects will periodically check the QA process to ensure that:

- The QA process has been followed, verified by checking that all data and required checks are recorded.
- The project results are reasonable, verified by recalculating results using a secondary methodology such as engineering calculations.
- Project documentation is complete.

Initial Customer Engagement

Synergy will record initial customer engagement in standard Customer Relationship Management (CRM) software. For sponsored projects and programs, Synergy will make this data available to import into sponsor's CRM systems. In addition to standard contact

information, data may include energy consumption, facility metrics such as size, and Return on Investment (ROI) goals.

Benchmarking

Synergy will benchmark facilities with Energy Star Portfolio Manager using customer-provided building and energy data. This ensures repeatability of results. Simple kW/sf and kWh/sf benchmarks will be calculated, entered into the CRM software, and used as an indicator of energy savings potential. For projects that move forward, benchmarking will be performed using the Energy Star Portfolio Manager tool based on measured power consumption data.

ATTACHMENT 1

Measure Pricing Worksheet



02_Synergy_Fees_S
CPPA EE Audits and

ATTACHMENT 1

Synergy COMPANIES® "We Treat People Right™"

Perris

90 Business Park Drive Perris, California (CA) 92571 (951) 657-1000
www.synergycompanies.org

Name:				Electrict Acct. #:		Completion	
Address:				Gas Acct. #:		Job Order #:	
City:				Service Acct. #:		Technician:	
Phone				MHP:		Utility:	
Geo Location:				Space#:		Program:	

	HVAC Make	HVAC Model #	HVAC Serial #	Refrigerant	Name Plate Charge in	Capacit	Multiplier	Estimated	SEER	# of registers	Heat Pump

Airflow

	1. Return Temperature	2. Return Wet Bulb Temperature	3. Supply Temperature	4. Target Temperature Split	5. Actual Temperature Split	6. Temperature Split Difference (5-4)
Test In						
Test Out						

Airflow Check	New Air Filter		Open Registers		Clear Obstructions		Clean Coil		Replaced Caps	

Refrigerant Charge

	1 Condensing Temperature	2. Suction Pressure	3. Suction Temperature	4. Liquid Pressure	5. Liquid Temperature			8. Charge Difference (7-	Refrigerant Adjustment
Test In									
Test Out									

Duct Test and Seal

Initial Leakage		cfm @ 25			Probe	
Final Leakage		cfm @ 25	Flow Ring		First Target	Test Passed ?
Total Leakage Reduction		cfm @ 25			Second Target	

Other Tests

Measure	Qty	Old	Hours	Location	Status	Comments

Energy Audit and Education			Comments
Residential Status	Water Heater	Heater Fuel	

I certify under penalty of perjury that the information contained in this report is complete and accurate to the best of my knowledge.

Technician Technician Date:

Customer acknowledges that Synergy Companies (Consultant) is solely responsible for the successful installation of the Energy Efficiency and Water Efficiency Measures (Services) and that Contractor may enter premises; Utility and/or California Public Utility Commission (CPUC) authorized Engineering, Measurement, and Verification (EM&V) Contractor will have access to installation site to verify completion of installed Services. Customer acknowledges to the best of their knowledge that they have not had any of the same Services previously installed through a utility or CPUC program. Customer acknowledges that Contractor is not charging a fee for any installed services. Customer acknowledges that they have done a walk-through of their home and have reviewed with the technician the energy saving items on this sheet and understands those which are applicable to their home. This program is funded by California utility ratepayers and administered by Banning Electric, under the auspices of the California Public Utilities Commission.

Agreed and Accepted by:

Customer Customer Signature: Date:

RESOLUTION 2023-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TO RATIFY PREVIOUS TASK ORDERS AND APPROVE THE CONTINUED USE OF PROFESSIONAL SERVICE AGREEMENTS FOR ENERGY EFFICIENCY PROGRAMS THROUGH THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA)

WHEREAS, the City of Banning is a general law municipality governed by elected city councilmembers; and

WHEREAS, the City of Banning owns and operates a retail electrical energy distribution system which serves load to end-use customers in an assigned area of service; and

WHEREAS The City of Banning Electric Utility is one of eleven municipal utilities and one irrigation district that make up the members of SCPPA. Over the years, SCPPA's role has evolved from generation and transmission acquisition, to include legislative advocacy and cooperative efforts to reduce member costs and improve efficiency; and

WHEREAS, As a SCPPA member, the City of Banning Electric Utility has the benefit of participating in Professional Services Agreements that SCPPA executes at the request of, and on the behalf of, its members.

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

SECTION 1. The Banning City Council adopts this Resolution 2023-158 ratifying and approving the professional service agreements for the identified energy efficiency programs through the Southern California Public Power Authority (SCPPA), a joint powers agreement, included as Exhibits A through U, attached hereto and incorporated by reference.

SECTION 2. The City Council ratifies the priorly executed Master Services Agreements and Task Orders, and authorizes the City manager and/or his designee to execute the unexecuted professional service agreements, task orders, and amendments, made available through SCPPA, for Synergy Companies, Energy Savings Trees from Arbor Day Foundation, Efficiency Services Group, LLC (ESG), Richard, Heath & Associates, Inc. (RHA), Lincus, Inc., Dudek and Pandora Consulting Associates.

SECTION 3. The City Manager and/or his designee are authorized to make necessary budget adjustments, appropriations and transfers related to these service agreements.

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 or original resolutions.

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

Colleen Wallace, Mayor Pro Tem
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

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

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-158, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of September 2023 by the following vote, to wit:

AYES: Flynn, Gonales, Minjares, and Wallace.

NOES:

ABSENT: Sanchez.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBITS

A. Master Services Agreement between SCPPA and Synergy Companies
B. Task Order for Synergy Companies
C. Task Order for Synergy Companies
D. Master Services Agreement between SCPPA and Energy Saving Trees online tree program from The Arbor Day Foundation
E. Task Order for Energy Saving Trees online tree program from The Arbor Day Foundation
F. Master Services Agreement between SCPPA and Efficiency Services Group, LLC. ("ESG")
G. Task Order for Efficiency Services Group, LLC. ("ESG")
H. Master Services Agreement between SCPPA and Richard, Heath & Associates, Inc. ("RHA")
I. Task Order for Richard, Heath & Associates, Inc. ("RHA")
J. Task Order for Richard, Heath & Associates, Inc. ("RHA")
K. Task Order for Richard, Heath & Associates, Inc. ("RHA")
L. Task Order for Richard, Heath & Associates, Inc. ("RHA")
M. Task Order for Richard, Heath & Associates, Inc. ("RHA")
N. Master Services Agreement between SCPPA and Lincus, Inc.
O. Task Order for Lincus, Inc.
P. Task Order for Lincus, Inc.
Q. Task Order for Lincus, Inc.
R. Task Order for Lincus, Inc.
S. Master Services Agreement between SCPPA and Dudek
T. Task Order for Dudek
U. Master Services Agreement between SCPPA and Pandora Consulting Associates, LLC
V. Task Order for Pandora Consulting Associates, LLC

DocuSign Envelope ID: 16612877-6D10-4CFC-8294-82D8612B393E

Execution Version

MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
EAGLE SYSTEMS INTERNATIONAL, INC
DBA SYNERGY COMPANIES

This MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated and effective October 15, 2020, by and between Eagle Systems International Inc. dba Synergy Companies ("Contractor"), a Corporation, located at 90 Business Park Drive, Perris, California 92571, and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Contractor are also referred individually as ("Party") and together as ("Parties").

WHEREAS, SCPPA member utilities ("Members") are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to facilitate SCPPA's services that support its Members' continuing efforts to improve the electric utility service they provide in their respective communities;

WHEREAS, in addition to the SCPPA members, the Northern California Power Agency ("NCPA") and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SCPPA member; and

WHEREAS, Consultant is qualified and capable of providing such services;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be Provided:**
   SCPPA engages the Consultant to perform all services and related tasks ("Services") as outlined in Exhibit A. A Member who elects to utilize any or all of the Services offered by Consultant shall specify the Services in a separate task order ("Task Order") substantially in the form attached hereto as Exhibit B. Any Member who participates in any Task Order shall be referred herein as the "Participating Member". A Task Order may be made on behalf of SCPPA and/or one or more Members, and in all cases shall be signed by the Consultant and

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SCPPA; provided the Participating Member shall not be liable for any Task Order related costs unless Participating Member(s), at its election, signs the Task Order or submits a letter to SCPPA confirming its participation and funding commitment in form and content mutually acceptable to SCPPA and Participating Member. Consultant will perform the Services within the applicable Task Order at the direction of and on behalf of SCPPA and/or the Participating Member. There may be one or more Task Orders associated with this Agreement. A Task Order may be amended only upon written agreement executed by Consultant and SCPPA and the Participating Member(s), as may be elected by Participating Member(s). Alternatively, when a Participating Member has elected to confirm its Task Order participation through a letter, the Participating Member may confirm its consent to an amendment of a Task Order by an updated participation letter.

2. **Independent Contractor:**
Consultant is an independent contractor, is not an employee of SCPPA or any Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Consultant shall furnish the Services in its own manner and method except as required by this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or Members in any capacity whatsoever as agents or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall have an affirmative duty to assure that all subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Consultant's time spent at SCPPA, Member or project location premises shall be subject to normal business hours, appropriate safety standards and security requirements.

3. **Standard of Care:**
The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including Participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.

4. **Changes/Amendments:**
The terms and conditions of this Agreement may not be changed except as to a particular Task

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Order. Any such change can be made in a new Task Order or an amendment to an existing Task Order, all consistent with the requirements of Section 1 above. Any change(s) from the terms and conditions of this Agreement shall only apply to the Services performed under the particular Task Order in which such change(s) were made. Services not expressly set forth herein or in a Task Order are excluded. Consultant shall promptly notify SCPPA and Participating Member(s) if changes to the Scope of Services will affect the schedule, level of effort or payment to Consultant. If Consultant determines that changes should be made to a Task Order, Consultant shall notify SCPPA and Participating Member(s) of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.

5. **Payment:**
SCPPA shall pay Consultant for Services in accordance with the terms and payment schedule contained in the applicable Task Order. Each invoice shall include the following:

   a. A reference to **SCPPA Resolution No. 2020-107**
   b. Name of the Participating Member(s) and the contact information for Participating Member(s) designated representative(s);
   c. The basis for the amount invoiced, including a description of services provided, units and costs.

Consultant shall provide all invoices to both the Participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the Participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the Participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period. SCPPA shall inform Consultant of any disputed invoice amounts within thirty (30) days of the invoice date and may withhold payment of such amounts until all parties have reached agreement on the proper invoicing for related services.

6. **Taxes:**
Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA. SCPPA and Consultant specifically agree that Consultant is not an employee or agent of SCPPA.

DocuSign Envelope ID: 16612877-6D10-4CFC-8294-82D8612B393E

7. **Indemnity**:
Consultant shall defend, indemnify and hold harmless SCPPA, Participating Member(s) and their officers, agents, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, Participating Member(s) and their officers, agents, representatives or employees.

8. **Intellectual Property Infringement:**
Consultant shall defend, indemnify and hold SCPPA and Member(s) free and harmless from and against any loss, cost and expense that SCPPA or any Participating Member(s) incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Consultant of any such claim; (ii) SCPPA must in writing grant Consultant sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and Participating Member(s) must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SCPPA, Participating Member(s) or others. In the event of any such infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

9. **Insurance:**
Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

(a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring

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SCPPA, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

(b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence, an annual aggregate of two million dollars ($2,000,000), and a products/completed operations aggregate of two million dollars ($2,000,000). Such policy shall cover SCPPA and each Participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Members.

(c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

(d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars ($1,000,000).

The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA of Participating Member(s) for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Member(s) under the policy; (iii) provides coverage to SCPPA or Participating Member(s) only if Consultant 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 SCPPA's or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent

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with the requirements of this Agreement.

10. **Term and Termination:**

The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this Section 10, at which time it shall either expire or be extended for one (1) additional term of three (3) years in writing by SCPPA, subject again to earlier termination in accordance with this Section 10; provided, that in no case shall this Agreement expire while Services pursuant to any Task Order remain to be completed. SCPPA's decision to grant an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Consultant for all Services rendered up to the date of termination plus reasonable expenses for winding down the Services. Any rights or obligations pursuant to Sections 5, 6, 7, 8, and 11 shall survive the expiration or termination of this Agreement.

11. **Use and Ownership of Work Products:**

(a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.

(b) SCPPA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

12. **Information Provided by Others:**

To the extent reasonably available to SCPPA or the Participating Members(s), and not otherwise subject to any confidentiality requirement, SCPPA, the Participating Member(s), or both shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Consultant by SCPPA or its Participating Member(s) shall be deemed Confidential Information subject to Section 13 of this Agreement. The term "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a Participating Member(s), such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service.

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"Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a Participating Member(s), either verbally, in writing, or electronically.

13. **Confidential Information:**
With respect to any information supplied in connection with this Agreement, Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any Participating Member to Consultant or any of Consultant's subcontractors; and (2) Customer Responses collected by Consultant or any of Consultant's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. The recipient agrees to protect the Confidential Information in a reasonable and appropriate manner, and to use and reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose.

Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a Member Customer contacted by Consultant in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Consultant in connection with this Agreement shall be considered the Confidential Information of Consultant.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant's Confidential Information subject to this Agreement, SCPPA shall promptly notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise arising from the denial of access to Consultant's Confidential Information to said third party.

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Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Consultant to SCPPA and its designated representatives, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13.

14. **Dispute Resolution:**

Consultant and SCPPA shall attempt to resolve conflicts or disputes which arise under this Agreement or which relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. Where Parties are unable to otherwise resolve conflicts or disputes, the Parties agree to attempt to mediate the conflict or dispute by a professional mediator. If mediation does not settle any conflict or dispute the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

15. **Representatives:**

Each Parties representative for administration of this Agreement, such as notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

Bryan Cope
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
bcope@scppa.org

To Consultant:

Matthew Clark
90 Business Park Drive
Perris, California 92571
(951) 230-6425
matt.clark@synergycompanies.org

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All questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Except as otherwise provided herein, the representatives set forth herein shall have authority to give all notices required herein.

Either party may change its address for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery; 2) two calendar days after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

16. **Miscellaneous:**

(a) This Agreement is binding upon and will inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.

(b) If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with, the laws of the State of California.

(c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

17. **Counterparts and Electronic Signatures:**

This Agreement may be executed in one or more counterparts, each of which when executed by each Party shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

DocuSign Envelope ID: 16612877-6D10-4CFC-8294-82D8612B393E

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
By: Michael S. Webster
B6AA32131A0646E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by:
Richard J. Morillo
4CA7F157BCD248A...
RICHARD J. MORILLO 10/29/2020
General Counsel

EAGLE SYSTEMS INTERNATIONAL, INC DBA SYNERGY COMPANIES

By: Matthew Clark
MATTHEW CLARK
Vice President of Business Development

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EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

NOT TO EXCEED

The amounts paid by SCPPA to Consultant for all services under this Agreement shall not exceed **$2,000,000** in the aggregate.

Residential Audits Scope of Work (In-person or Virtual as needed)

Residential energy and/or water audits (e.g. ENERGY STAR®, WaterSmart or Member-defined) – include up to ten (10) recommendations for efficiency improvements, ranked on price/cost and simplicity for homeowner. Audits are performed on-site or in-home as well as electronically. Typical or expected services for in-home audits include, but are not limited to:

- Synergy's trained energy and water auditor conducts thorough in-home inspection of customer's electric and water billing history, an assessment of appliances and equipment and usage patterns of home's occupants.
- During the visit, auditor will identify key areas of the home that are wasting energy/water and will educate the customer by providing clear and actionable recommendations to improve efficiency.
- Audit questions on current types of lighting, appliances, equipment, fixtures (i.e. Electric Vehicles, Solar, Smart Thermostats, Variable Speed Pool Pumps and heaters, Showerheads…)
- Provides customers with usage score of a comparable size/type of home (i.e. using zip codes, weather data, number of people in household, square footage, and number of stories)
- Provide utility bill education and assistance
- Income qualify and refer to other utility assistance programs
- Reports provided to customer by email and if required, standard mail
- Contractor will follow-up with customer on results of audit and utility program participation
- Survey customers about their experience with utility programs and general utility services
- Audit results/reports accessible to utility staff through online portal
- Utility receives access to portal with customer data resulting from audits (i.e. appliance age and efficiency rating)
- Use of segmentation data to direct market to customer on program offerings (Income Qualified)
- Direct installation and/or distribution of Energy and Water Efficiency products and measures
- Contractor available to conduct audits on weekends
- Contractor attends community events during weekdays and weekends
- Spanish speaking personnel in both field and office environments

Typical or expected services for electronic, web-based audits and services include, but are not limited to:

- Audits are emailed to customer
- Post phone / in-person follow-up with customer to review audit

DocuSign Envelope ID: 16612877-6D10-4CFC-8294-82D8612B393E

- Income qualify and refer to other utility programs
- Modernize with tablet and questions on current lighting, appliances, equipment (EV's, Solar, Smart Thermostats, Variable Speed Pool Pumps, and heaters)
- Survey customers about their experience with utility programs and general utility services
- Reports should be accessible to Call Center staff if a customer calls contractor
- Access to portal with customer data resulting from audits (i.e. appliance / equipment age)
- Email or Mail follow-up letter on results of audit and utility program participation (once every three months)
- Contractor will utilize segmentation data to direct market to customer on program offerings (e.g. Low Income)
- Install EE and WE measures (Low Income) including attic insulation, AC tune-ups, Wi-Fi technology (i.e. Smart Thermostats, WBIC's, Pool Pumps and heaters)
- Contractor attends annual community events
- Utility bill explanation and assistance
- On-line Tool will compare using zip codes, # of people in household, sq. ft., 2 or 1 story homes, CO2 emissions "What's Your Score?"
- Spanish Speaking services available

Non-Residential Audits Scope of Work (In-person or Virtual as needed)

Commercial/Industrial/Institutional energy and/or water audits (e.g. ASHRAE levels(s) or Member-defined) – include up to ten (10) recommendations for efficiency improvements, ranked on price/cost and simplicity for business owner.
Additional, related on-line services of interest include an on-line energy and water audit for residential and non-residential customers to access 24/7 that could include:

- Tool that can provide customers with an energy, water and CO2 emission score and potential saving considerations
- Compare energy and water usage of a comparable size / type of home (i.e. using zip codes, weather data, number of people in household, square footage, and number of stories).
- Usage calculator for home equipment/appliances (i.e. Electric Vehicles, Solar, Smart Thermostats, Clothes Washers)
- Ability to access online tool on mobile device such as tablets for use during community events
- Spanish language version of online tool

DocuSign Envelope ID: 16612877-6D10-4CFC-8294-82D8612B393E

Fees – Efficiency Services and Products

The tables that follow provide the fee schedule for residential and non-residential services and products.

SCPPA - Synergy Residential Efficiency Services and Products List

Manufactured-Mobile Homes, Multifamily Dwellings, and Single Family Residences

Services and Products are calculated as an ALL-INCLUSIVE DIRECT-INSTALL PRICE (Includes Material, Labor, Marketing, Administration)

#	Technology	Residential Measures	Unit Definition	Prevailing Wage Unit Price	Volumetric Pricing (500 + Annual Installations)	Volumetric Pricing (1,000 + Annual Installations)
Air Conditioning						
R-1	Air Conditioning	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow)	per ton	$ 75.63	$ 73.73	$ 71.84
R-2	Air Conditioning	Attic solar fan - Large (up to 3000 sq ft 1900 CFM and 50W	per household	$ 859.38	$ 837.89	$ 816.41
R-3	Air Conditioning	Attic solar fan - Medium (up to 2000 sq ft 1275 CFM and 20 W)	per household	$ 818.13	$ 797.67	$ 777.22
R-4	Air Conditioning	Attic solar fan - Small (upto 1200sq ft 850 CFM & 10 watt)	per household	$ 818.13	$ 797.67	$ 777.22
R-5	Air Conditioning	Brushless motor 1/2 HP per ton	per ton	$ 184.94	$ 180.31	$ 175.69
R-6	Air Conditioning	Ceiling Fan w/ light-all 53-60"	per fixture	$ 343.75	$ 335.16	$ 326.56
R-7	Air Conditioning	Ceiling Fan w/ light-all medium 42-52"	per fixture	$ 268.13	$ 261.42	$ 254.72
R-8	Air Conditioning	Ceiling Fan w/ light-all small 37-41"	per fixture	$ 268.13	$ 261.42	$ 254.72
R-9	Air Conditioning	Ceiling Fan with No light Kit Large 53-60"	per fixture	$ 343.75	$ 335.16	$ 326.56
R-10	Air Conditioning	Ceiling Fan with No light Kit Medium 42-52"	per fixture	$ 268.13	$ 261.42	$ 254.72
R-11	Air Conditioning	Ceiling Fan with No light Kit Small-37-41"	per fixture	$ 268.13	$ 261.42	$ 254.72
R-12	Air Conditioning	HVAC Duct Test and Seal	per system	$ 493.63	$ 481.28	$ 468.94
R-13	Air Conditioning	HVAC Duct Test and Seal - **w/SoCalGas Program**	per system	$ 222.48	$ 216.91	$ 211.35
R-14	Air Conditioning	HVAC Efficient Fan Control	per system	$ 199.38	$ 194.39	$ 189.41
R-15	Air Conditioning	HVAC Smart Programmable Thermostat	per stat	$ 389.00	$ 379.28	$ 369.55
R-16	Air Conditioning	HVAC Smart Programmable Thermostat - **w/SoCalGas Program**	per stat	$ 250.00	$ 243.75	$ 237.50
R-17	Air Conditioning	Programmable Thermostat	per fixture	$ 107.25	$ 104.57	$ 101.89
R-18	Air Conditioning	Room AC Replacement	per unit	$ 797.50	$ 777.56	$ 757.63
R-19	Air Conditioning	Window Evap coolers	per system	$ 1,237.50	$ 1,206.56	$ 1,175.63
Appliances						
R-20	Appliance	Microwave oven	per fixture	$ 171.88	$ 167.58	$ 163.28
R-21	Appliance	Refrigerator Replacement & recycling-top mount freezer-16-18 cu ft	per fridge	$ 1,031.25	$ 1,005.47	$ 979.69
R-22	Appliance	Refrigerator Replacement & recycling-top mount freezer-19-21 cu ft	per fridge	$ 1,168.75	$ 1,139.53	$ 1,110.31
Audits						
R-23	Audits	Energy and/or Water Audit (from basic to comprehensive analysis)	per household	$ 99 - 450	$ 94 - 429	$ 89 - 409
Fees						
R-24	Fees	Minimum trip charge	per trip	$ 99.00	**Waived**	**Waived**
Lighting						
R-25	Lighting	LED A Lamp (6-9w)	per lamp	$ 13.75	$ 13.41	$ 13.06
R-26	Lighting	LED A Lamp (6-9w) - Member Provided	per lamp	$ 6.88	$ 6.70	$ 6.53
R-27	Lighting	LED Candelabra	per lamp	$ 13.75	$ 13.41	$ 13.06
R-28	Lighting	LED Ceiling Flushmount (1 Bulb) 4 ft. White	per fixture	$ 136.13	$ 132.72	$ 129.32
R-29	Lighting	LED Ceiling Flushmount (2 Bulb) 4 ft. White	per fixture	$ 204.88	$ 199.75	$ 194.63
R-30	Lighting	LED Flood Lamp (11-12w)	per lamp	$ 21.12	$ 20.59	$ 20.06
R-31	Lighting	LED Hardwired Ceiling Fixture (Circle) (17w)	per fixture	$ 91.85	$ 89.55	$ 87.26
R-32	Lighting	LED Hardwired Porch Light	per fixture	$ 90.48	$ 88.21	$ 85.95
R-33	Lighting	LED Night Lights	per lamp	$ 13.74	$ 13.39	$ 13.05
R-34	Lighting	LED R-30	per lamp	$ 35.75	$ 34.86	$ 33.96
R-35	Lighting	LED R-40	per lamp	$ 49.50	$ 48.26	$ 47.03

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R-36	Lighting	LED Retrofit 8 ft. and 4 ft. Light Fixtures with LED Kit	per fixture	$ 198.00	$ 193.05	$ 188.10
R-37	Lighting	Occupancy sensor	per sensor	$ 75.63	$ 73.73	$ 71.84
R-38	Lighting	Solar Tubes	per fixture	$ 1,395.63	$ 1,360.73	$ 1,325.84
R-39	Lighting	Standard T8 to LED T8 Plug and Play - 2 foot	per lamp	$ 26.13	$ 25.47	$ 24.82
R-40	Lighting	Standard T8 to LED T8 Plug and Play - 3 foot	per lamp	$ 31.63	$ 30.83	$ 30.04
R-41	Lighting	Standard T8 to LED T8 Plug and Play - 4 foot	per lamp	$ 35.06	$ 34.19	$ 33.31
R-42	Lighting	Standard T8 to LEDT8 Plug and Play - 8 foot	per lamp	$ 60.50	$ 58.99	$ 57.48
Plug Loads						
R-43	Plug Load Control	Smart Power Strip (Tier 2)	per fixture	$ 151.25	$ 147.47	$ 143.69
R-44	Plug Load Control	Smart Power Strip (Tier 2) - Install Only	per fixture	$ 55.00	$ 53.63	$ 52.25
R-45	Plug Load Control	Smart Power Strip (Tier 1)	per strip	$ 61.88	$ 60.33	$ 58.78
R-46	Plug Load Control	Smart Power Strip (Tier 1) - Install Only	per strip	$ 27.50	$ 26.81	$ 26.13
Pumps and Motors						
R-47	Pumps and Motors	Variable speed drive pool pump - Residential	per pump	$ 2,406.25	$ 2,346.09	$ 2,285.94
Water - Indoor						
R-48	Water - Indoor	Faucet aerators - bath	per fixture	$ 9.56	$ 9.32	$ 9.08
R-49	Water - Indoor	Faucet aerators - bath **w/SoCalGas Program**	per fixture	$ 5.00	$ 4.88	$ 4.75
R-50	Water - Indoor	Faucet aerators - kitchen	per fixture	$ 13.68	$ 13.34	$ 13.00
R-51	Water - Indoor	Faucet aerators - kitchen **w/SoCalGas Program**	per fixture	$ 7.50	$ 7.31	$ 7.13
R-52	Water - Indoor	Low Flow Showerhead	per fixture	$ 25.44	$ 24.80	$ 24.17
R-53	Water - Indoor	Low Flow Showerhead **w/SoCalGas Program**	per fixture	$ 12.50	$ 12.19	$ 11.88
R-54	Water - Indoor	Low Flow Showerhead - Handheld	per fixture	$ 46.06	$ 44.91	$ 43.76
R-55	Water - Indoor	Low Flow Showerhead - Handheld **w/SoCalGas Program**	per fixture	$ 23.00	$ 22.43	$ 21.85
R-56	Water - Indoor	Low Flow Toilet - 1.1 GPF	per fixture	$ 577.50	$ 563.06	$ 548.63
R-57	Water - Indoor	Low Flow Toilet - 1.28 GPF	per fixture	$ 522.50	$ 509.44	$ 496.38
R-58	Water - Indoor	Ultra Low Flow Toilet - 0.8 GPF	per fixture	$ 618.75	$ 603.28	$ 587.81
R-59	Water - Indoor	Thermostatic Shower Valve	per fixture	$ 58.44	$ 56.98	$ 55.52
Water - Outdoor						
R-60	Water - Outdoor	Weather Based Irrigation Controller	per unit	$ 397.38	$ 387.44	$ 377.51
Weatherization						
R-61	Weatherization	Add R-19 Attic insulation (up to R30)	per sq ft	$ 1.35	$ 1.31	$ 1.28
R-62	Weatherization	Add R-19 Attic insulation (up to R30) - **w/SoCalGas Program**	per sq ft	$ 0.41	$ 0.40	$ 0.39
R-63	Weatherization	Add R-38 Attic insulation (up to R38)	per sq ft	$ 1.49	$ 1.45	$ 1.41
R-64	Weatherization	Attic / Whole House Seal	per sq ft	$ 0.54	$ 0.52	$ 0.51
R-65	Weatherization	Blower door test-in only	per test	$ 168.78	$ 164.56	$ 160.34
R-66	Weatherization	CAS testing (if desired or required by installation standards)	per test	$ 67.38	$ 65.69	$ 64.01
R-67	Weatherization	Door shoe	per door	$ 27.50	$ 26.81	$ 26.13
R-68	Weatherization	Door Threshold	per door	$ 27.50	$ 26.81	$ 26.13
R-69	Weatherization	Door weatherstripping flat type	per door	$ 67.38	$ 65.69	$ 64.01
R-70	Weatherization	Hot water heater wrap	per wrap	$ 70.13	$ 68.37	$ 66.62
R-71	Weatherization	Minor home repair	per hour	$ 68.06	$ 66.36	$ 64.66
R-72	Weatherization	Pipe Insulation	per system	$ 39.88	$ 38.88	$ 37.88
R-73	Weatherization	Shade screens-mobile	100 sq ft	$ 824.31	$ 803.70	$ 783.10
R-74	Weatherization	Shade screens-multifamily	100 sq ft	$ 824.31	$ 803.70	$ 783.10
R-75	Weatherization	Shade screens-single family	100 sq ft	$ 909.36	$ 886.62	$ 863.89

(End of Residential List)

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SCPPA - Synergy NonResidential Efficiency Services and Products List

Small Commercial, Industrial, and Institutional Facilities

Services and Products are calculated as an ALL-INCLUSIVE DIRECT-INSTALL PRICE (Includes Material, Labor, Marketing, Administration)

#	Non-Residential Measures	Technology	Unit Definition	Prevailing Wage Unit Price	Volumetric Pricing (500 + Annual Installations)	Volumetric Pricing (1,000 + Annual Installations)
Air Conditioning						
N-1	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow) < 10 Ton	Air Conditioning	per ton	$ 80.00	$ 78.00	$ 76.00
N-2	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow) > 10 Ton	Air Conditioning	per ton	$ 90.00	$ 87.75	$ 85.50
N-3	Brushless motor 1/2 HP per ton	Air Conditioning	per ton	$ 184.94	$ 180.31	$ 175.69
N-4	Brushless motor 3/4 HP per ton	Air Conditioning	per ton	$ 192.94	$ 188.11	$ 183.29
N-5	HVAC Efficient Fan Control	Air Conditioning	each	$ 199.38	$ 194.40	$ 189.41
N-6	Programmable Thermostat	Air Conditioning	each	$ 195.00	$ 190.13	$ 185.25
N-7	Smart Programmable Thermostat	Air Conditioning	each	$ 389.00	$ 379.28	$ 369.55
N-8	Smart Programmable Thermostat **w/SoCalGas Program**	Air Conditioning	each	$ 250.00	$ 243.75	$ 237.50
Audits						
N-9	Energy and/or Water Audit (from basic to comprehensive analysis)	Audits	each	$ 99 - 450	$ 94 - 429	$ 89 - 409
Fees						
N-10	Minimum trip charge	Fees	per trip	$ 99.00	**Waived**	**Waived**
Lighting						
N-11	≤100W Area/Street Light 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-12	≤100W LED Gas Station Canopy Light 5000K	Lighting	each	$ 495.00	$ 482.63	$ 470.25
N-13	≤120W LED Canopy Light 5000K	Lighting	each	$ 216.25	$ 210.84	$ 205.44
N-14	≤13W LED Downlight (Recess) 4 Inch 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-15	≤150W Area/Street Light 5000K	Lighting	each	$ 999.50	$ 974.51	$ 949.53
N-16	≤200W LED Gas Station Canopy Light 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-17	≤22W LED Downlight (Recess) 6 Inch 5000K	Lighting	each	$ 39.50	$ 38.51	$ 37.53
N-18	≤30W LED Flood Light	Lighting	each	$ 179.50	$ 175.01	$ 170.53
N-19	≤35W LED Downlight (Recess) 8 Inch 5000K	Lighting	each	$ 111.25	$ 108.47	$ 105.69
N-20	2 ft 2L U6 LED Retrofit	Lighting	each	$ 69.50	$ 67.76	$ 66.03
N-21	2ft LED Flat Panel Retrofit	Lighting	each	$ 149.50	$ 145.76	$ 142.03
N-22	3FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 79.95	$ 77.95	$ 75.95
N-23	3FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.95	$ 97.45	$ 94.95
N-24	4FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 69.50	$ 67.76	$ 66.03
N-25	4ft 1L LED New Fixture	Lighting	each	$ 108.59	$ 104.59	$ 101.59
N-26	4FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 79.95	$ 77.95	$ 75.95
N-27	4ft 2L LED New Fixture	Lighting	each	$ 189.50	$ 184.76	$ 180.03
N-28	4ft 2L LED Retrofit Kit and Elec. Ballast (8ft 1L retrofit)	Lighting	each	$ 139.00	$ 135.53	$ 132.05
N-29	4FT 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.95	$ 97.45	$ 94.95
N-30	4ft 3L LED New Fixture	Lighting	each	$ 210.00	$ 204.75	$ 199.50
N-31	4FT 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 109.00	$ 106.28	$ 103.55
N-32	4ft 4L LED New Fixture	Lighting	each	$ 235.00	$ 229.13	$ 223.25
N-33	4ft 4L LED Retrofit Kit and Elec. Ballast (8ft 2L retrofit)	Lighting	each	$ 149.00	$ 145.28	$ 141.55
N-34	4ft LED Panel Retrofit Kit New Fixture	Lighting	each	$ 179.50	$ 175.01	$ 170.53
N-35	4ft Tube Guard	Lighting	each	$ 9.00	$ 8.78	$ 8.55
N-36	8ft Tube Guard	Lighting	each	$ 12.00	$ 11.70	$ 11.40
N-37	Chandelier 3W LED Dimmable Candelabra	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-38	Electronic Ballast (low/medium/high)	Lighting	each	$ 49.50	$ 48.26	$ 47.03

N-39	Green or Red Photo luminescent Exit Sign (Double Sided)	Lighting	each	$ 299.50	$ 292.01	$ 284.53
N-40	Green or Red Photo luminescent Exit Sign (Single Sided)	Lighting	each	$ 150.00	$ 146.25	$ 142.50
N-41	HID to ≤100W LED Highbay 5000K (Warehouse)	Lighting	each	$ 499.50	$ 487.01	$ 474.53
N-42	HID to ≤240W LED Highbay 5000K (Warehouse)	Lighting	each	$ 699.50	$ 682.01	$ 664.53
N-43	Highbay T5 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 109.50	$ 106.76	$ 104.03
N-44	Highbay T5 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 125.00	$ 121.88	$ 118.75
N-45	Highbay T5 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 135.00	$ 131.63	$ 128.25
N-46	Highbay T5 6L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 155.00	$ 151.13	$ 147.25
N-47	LED downlight, screw-in-lamp, 1-3 W, interior	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-48	LED downlight, screw-in-lamp, 4-20 W, interior	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-49	LED Open or Exit Sign-Green or Red Replacement Battery Back-up	Lighting	each	$ 95.00	$ 92.63	$ 90.25
N-50	LED Wall Packs ≤100W LED Bulb	Lighting	each	$ 349.50	$ 340.76	$ 332.03
N-51	LED Wall Packs ≤150W LED Wallpack High Power	Lighting	each	$ 749.50	$ 730.76	$ 712.03
N-52	LED Wall Packs ≤200W LED Wallpack High Power	Lighting	each	$ 899.50	$ 877.01	$ 854.53
N-53	LED Wall Packs ≤30W LED Wall Pack 5000K	Lighting	each	$ 199.50	$ 194.51	$ 189.53
N-54	LED Wall Packs ≤60W LED Wall Pack 5000K	Lighting	each	$ 399.50	$ 389.51	$ 379.53
N-55	LED Wall Packs ≤80W LED Wall Pack High Power	Lighting	each	$ 399.50	$ 389.51	$ 379.53
N-56	LED Wall Packs ≤90W LED Wall Pack 5000K	Lighting	each	$ 449.50	$ 438.26	$ 427.03
N-57	Lighting Controls Motion Sensors	Lighting	each	$ 129.50	$ 126.26	$ 123.03
N-58	Lighting Controls with Daylight Harvesting	Lighting	each	$ 139.50	$ 136.01	$ 132.53
N-59	PAR16 / MR16 to LED ≤10 W	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-60	PAR16 / MR16 to LED 2-6 W	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-61	PAR20 to LED 3-9W	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-62	PAR30 to LED 7-19W	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-63	PAR38 to LED 16-23W	Lighting	each	$ 29.95	$ 29.20	$ 28.45
N-64	Replacement to ≤12W A-type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-65	Replacement to ≤12W Globe-Type LED	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-66	Replacement to ≤7W Globe-Type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-67	Replacement to ≤9W A-type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-68	Replacement to ≤9W Globe-Type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
Lighting - Refrigeration						
N-69	Refrigeration LED retrofit 4ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 199.50	$ 194.51	$ 189.53
N-70	Refrigeration LED retrofit 4ft 2L LED (Low Temp)	Lighting - Refrigeration	each	$ 299.50	$ 292.01	$ 284.53
N-71	Refrigeration LED retrofit 5ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 224.50	$ 218.89	$ 213.28
N-72	Refrigeration LED retrofit 6ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 244.50	$ 238.39	$ 232.28
N-73	Refrigeration LED retrofit 7ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 399.50	$ 389.51	$ 379.53
N-74	Refrigeration LED retrofit 8ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 499.50	$ 487.01	$ 474.53
Pumps & Motors						
N-75	Commercial Grade Variable Speed Pool Pump	Pumps and Motors	each	$ 2,750.00	$ 2,681.25	$ 2,612.50
Refrigeration						
N-76	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	Refrigeration	each	$ 779.50	$ 760.01	$ 740.53
N-77	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer	Refrigeration	each	$ 25.00	$ 24.38	$ 23.75
N-78	Door Closer (pneumatic spring)	Refrigeration	each	$ 249.50	$ 243.26	$ 237.03
N-79	Freezer Curtains Medium Per Square Foot	Refrigeration	Square Foot	$ 14.95	$ 14.58	$ 14.20

N-80	Freezer Main Cooler Door Gaskets Low Temperature per Linear ft.	Refrigeration	Linear Foot	$ 19.50	$ 19.01	$ 18.53
N-81	Heavy duty UV Refrigeration Pipe-Insulation Linear ft.	Refrigeration	each	$ 19.50	$ 19.01	$ 18.53
N-82	Install Fan Controllers	Refrigeration	each	$ 499.50	$ 487.01	$ 474.53
N-83	Refrigerant charge for refrigerators/freezers (up to 3 lbs)	Refrigeration	each	$ 95.00	$ 92.63	$ 90.25
N-84	Refrigeration Curtains Medium Per Linear ft.	Refrigeration	each	$ 14.95	$ 14.58	$ 14.20
N-85	Refrigerator Main Cooler Door Gaskets Medium Temperature per Linear ft.	Refrigeration	each	$ 19.50	$ 19.01	$ 18.53
N-86	Replace Standard Fan Motors with Electronically Commutated Motors (ECM) (1/4 -	Refrigeration	each	$ 349.50	$ 340.76	$ 332.03
N-87	Replace Standard Fan Motors with Electronically Commutated Motors (ECM) (1/47 -	Refrigeration	each	$ 329.50	$ 321.26	$ 313.03
N-88	Split Systems w/Multiple Coils Tune-up	Refrigeration	each	$ 99.50	$ 97.01	$ 94.53
N-89	Suction Line Insulation (per linear foot)	Refrigeration	each	$ 9.25	$ 9.02	$ 8.79
N-90	Under Counter & Self Contained Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
N-91	Vending Machine Controls	Refrigeration	each	$ 281.00	$ 273.98	$ 266.95
N-92	Walk-In Cooler Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
N-93	Walk-In Freezer Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
Water Efficiency - Indoor						
N-94	Dipper Wells	Water - Indoor	each	$ 299.50	$ 292.01	$ 284.53
N-95	Dual Flush Retrofits	Water - Indoor	each	$ 225.00	$ 219.38	$ 213.75
N-96	Faucet Aerators	Water - Indoor	each	$ 9.95	$ 9.70	$ 9.45
N-97	Faucet Aerators - **w/SoCalGas Program**	Water - Indoor	each	$ 5.00	$ 4.88	$ 4.75
N-98	Faucets	Water - Indoor	each	$ 249.50	$ 243.26	$ 237.03
N-99	Flushometer retrofits	Water - Indoor	each	$ 250.00	$ 243.75	$ 237.50
N-100	Premium High Efficiency Toilets (1.1 gpf or less)	Water - Indoor	each	$ 495.00	$ 482.63	$ 470.25
N-101	Pre-Rinse Spray Valve	Water - Indoor	each	$ 125.00	$ 121.88	$ 118.75
N-102	Pre-Rinse Spray Valve - **w/SoCalGas Program**	Water - Indoor	each	$ 62.00	$ 60.45	$ 58.90
N-103	Repair Toilet Flapper	Water - Indoor	each	$ 49.95	$ 48.70	$ 47.45
N-104	Shower Heads	Water - Indoor	each	$ 42.50	$ 41.44	$ 40.38
N-105	Shower Heads - **w/SoCalGas Program**	Water - Indoor	each	$ 21.00	$ 20.48	$ 19.95
N-106	Ultra Low Water Urinals (0.125 gpf or less)	Water - Indoor	each	$ 499.50	$ 487.01	$ 474.53
N-107	Zero Water Urinals (0 gpf)	Water - Indoor	each	$ 489.00	$ 476.78	$ 464.55
Water Efficiency - Outdoor						
N-108	High Efficiency Sprinkler Heads	Water - Outdoor	each	$ 24.50	$ 23.89	$ 23.28
N-109	Soil Moisture Sensors	Water - Outdoor	each	$ 59.00	$ 57.53	$ 56.05
N-110	Weather Based Irrigation Controllers	Water - Outdoor	each	$ 397.38	$ 387.44	$ 377.51

(End of Commercial List)

02_Synergy_Fees_S
CPPA EE Audits and

All-Inclusive Direct Install Prices

The prices given are all-inclusive containing all labor, material, marketing, and administrative costs.

Volumetric Pricing

When volumetric quantities of residential and non-residential are planned annually (500 + treated units annually) the trip fee is waived. When a volumetric quantity is planned annually for the installation of a service or product the discount is applied during the onset of program design and negotiations.

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EXHIBIT B

EXEMPLARY TASK ORDER FORM

TASK ORDER No.: [Utility-01, or Input Number Sequential To Prior Task Orders]

Date: [ ]

Project Description: [ ]

Participating Member(s) (If Applicable): [ ]

Consultant: Eagle Systems International, Inc Dba Synergy Companies

Consultant, SCPPA and the Participating Member(s) ("Participant(s)") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the [Agreement Type] ("Agreement") between SCPPA and Consultant dated [Agreement Effective Date], except as specifically modified herein.

Scope of Services

[Add Introduction or General Description Of Services, If Desired]

Task 1: [ ]

Task 2: [ ]

Task 3: [ ]

[Add Tasks as Needed]

Compensation and Schedule

[Specify Fees and Schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Consultant]

EXAMPLE NAME
Position/Title
Address Line 1
Address Line 2
Email
(000) 000-0000

EXAMPLE NAME
Position/Title
Address Line 1
Address Line 2
Email
(000) 000-0000

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Amendment(s) to the Agreement

[Specify or Indicate "None."]

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____

RICHARD J. MORILLO
[Senior Assistant] General Counsel

EAGLE SYSTEMS INTERNATIONAL, INC DBA SYNERGY COMPANIES

By: Matthew Clark

MATTHEW CLARK
Vice President of Business Development

Participant's Acknowledgement and Agreement

The undersigned hereby attests that [He or She] has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members for payment for work performed on behalf of, or for the benefit of, Participant. Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees incurred by SCPPA and all other SCPPA members in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement.

NAME OF MEMBER (required)

By: _____

[PRINTED NAME IN CAPS]
[General Manager / Utility Director or Designee]

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AMENDMENT NO. 1
TO THE MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND EAGLE SYSTEMS INTERNATIONAL, INC DBA SYNERGY COMPANIES

This Amendment No. 1 ("Amendment") is dated for convenience as of **DECEMBER 16, 2021** and is made to the Master Professional Services Agreement between the Southern California Public Power Authority ("SCPPA") and Eagle Systems International, Inc. dba Synergy Companies ("Consultant"), dated October 15, 2020 ("Agreement") to increase the contract expenditure limit and include additional insurance provisions. SCPPA and Consultant are also referred to herein individually as ("Party") and together as ("Parties").

NOW, THEREFORE, in consideration of the promises herein, and for good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. The cost of all goods and services provided during the term of the Agreement, including reimbursement of reasonable out-of-pocket expenditures, shall not exceed ten million two hundred and fifty thousand dollars ($10,250,000.00).

2. **Section 3: Standard of Care** is hereby amended and restated in its entirety as provided in Attachment A to this Amendment and shall include provisions to confirm, among other things, Consultant's adherence to the California Consumer Privacy Act.

3. **Section 9: Insurance** of the Agreement is hereby amended and restated in its entirety as provided in Attachment B to the Amendment and shall include provision (e) related to cyber security coverage and provision (f) related to notice of cancelation.

4. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: DocuSigned by: Michael S. Webster B6AA32131A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by: Mary Beth Martin AD5D8B3F2717439...
MARY BETH MARTIN
General Counsel

EAGLE SYSTEMS INTERNATIONAL, INC
DBA SYNERGY COMPANIES

By: DocuSigned by: Matthew Clark 8148367FCF6B41F...
MATTHEW CLARK
Vice President of Business Development

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ATTACHMENT A

3. Standard of Care:

The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including Participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action. Consultant represents and warrants that it is appropriately licensed, qualified and experienced to provide the Services.

Consultant acknowledges that it is subject to the requirements of the California Consumer Privacy Act ("CCPA") and represents that all Services performed hereunder shall comply with such requirements. If requested, Consultant agrees to execute a Non-Disclosure Agreement or other ancillary agreement to document Member-specific requirements for purposes of addressing CCPA, California Public Records Act ("CPRA"), Confidentiality and/or Cybersecurity concerns.

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ATTACHMENT B

9. Insurance:

Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

(a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

(b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence, an annual aggregate of two million dollars ($2,000,000), and a products/completed operations aggregate of two million dollars ($2,000,000). Such policy shall cover SCPPA and each Participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Participating Members.

(c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

(d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars ($1,000,000).

(e) Cyber Security Coverage including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance. Contractor shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from:

1. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
2. breaches of security;
3. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and,

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4. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.

The minimum limits shall be three million dollars ($3,000,000) for each and every claim and in the aggregate.

Such insurance must address all of the foregoing without limitation if caused by an employee of the Consultant or an independent contractor working on behalf of the Consultant in performing Services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for two years (either as a policy in force or under an extended reporting provision) after contract termination.

(f) All required policies shall provide not less than a thirty (30) day notice of cancellation to SCPPA.

The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or Participating Member(s) for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Member(s) under the policy; (iii) provides coverage to SCPPA or Participating Member(s) only if Consultant 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 SCPPA's or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

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TASK ORDER NO: BEU-01

Date: May 25, 2022

Project Description: Commercial and Residential Direct Install Programs

Participating Member: Banning Electric Utility

Consultant: Eagle Systems International, Inc. DBA Synergy Companies

Consultant ("Consultant" or "Synergy Companies"), SCPPA, and the Participating Member ("Participant", "Banning Electric Utility", or "BEU") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Contractor dated October 15, 2020, and as Amended on December 16, 2021.

Scope of Services

The Consultant will implement the below listed Banning Electric Commercial and Residential Direct Install Programs.

Task 1: Program Administration

Consultant shall oversee program administration and provide a database tool for program tracking, which will be stored in a Secure File Transfer Protocol (SFTP network infrastructure). The database will contain the BEU customer participation records. It will allow BEU to have access to important program data points including, but not limited to energy measures installed, energy assessment forms, and data. Consultant will work with the BEU authorized representative to administer the program and assist customers that reach out directly to BEU. Administrative duties performed by Consultant will also include monthly reporting, invoicing, and customer service.

Task 1.1: Marketing

Consultant shall market the Energy Efficiency Programs to eligible BEU customers. Eligible customers are commercial customers, residential single-family, residential multi-family, and residential manufactured housing customers. All the marketing collateral needs to adhere to the BEU style guide and be approved by BEU before execution.

Task 1.2: Schedule Program Services

a) Consultant shall provide a dedicated phone number for all BEU customer contacts including scheduling assessments, providing program information, and to answer customer inquiries during normal business hours, Monday through Friday between 8AM - 5PM.

b) Consultant shall be responsible for responding to customers within two (2) business days to schedule program services.

c) Consultant shall limit customer site visits to no more than two (2) visits per customer to provide products and services as described in the Measure Pricing Worksheet attached hereto as Attachment 1. Consultant shall schedule more than (2) visits if only

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requested by customer to accommodate the customer's schedule.

Task 1.3: Customer Verification

a) Consultant shall verify customer's status as an active BEU electric customer. Customer data shall be transferred through a Consultant provided secure file transfer protocol (SFTP) site or by other secure means.

b) Consultant shall ensure that customers only participate in the program once every 5 years, unless significant changes have occurred at the property (e.g. home remodel, new tenant, new ownership, etc.) or authorized through pre-approval by BEU.

Task 2: Energy Assessments

Task 2.1: On-Site Energy Assessment

a) Consultant shall conduct a thorough whole house energy assessment for commercial, single family, multifamily, and manufactured housing residential customers to assess customer's existing appliances and equipment.

b) Consultant shall be required to complete the energy assessment during the on-site visit, using an electronic device such as a laptop or tablet, and answer whole building efficiency and optimization questions including building envelope, lighting, various energy appliances, measures, and potential occupant behaviors.

c) During the visit, the Consultant shall quantify each device's estimated energy consumption and identify opportunities for enhanced energy-use efficiency and shall educate the customer by providing clear and actionable recommendations to save energy.

d) Assessments shall be conducted during normal business hours, Monday through Friday including one weekend per month between the hours of 8AM - 5PM.

Task 2.2: Final Assessment Report

a) The report shall include energy savings recommendations.

b) Consultant shall provide reports by email provided by the customer or standard mail, if preferred by the customer, within (3) business days of the assessment completion.

Task 3: Direct Installation of Energy Efficiency Products

During the on-site visit, the Consultant will assess the opportunity for the installation of energy efficiency measures. Based upon the assessment and customer approval, the Consultant shall directly install and distribute energy efficiency measures and products, as determined by BEU within the Program Pricing Worksheet. Consultant shall process installation agreement forms.

a) Consultant shall provide reports along with itemized invoices for completed installations to BEU monthly.

b) Installation of energy measures shall be performed at time of scheduled on-site visits.

c) These visits shall be at the convenience of the customer during mutually agreed times, to minimize the impact on the customer.

d) Consultants shall ensure the safety of the building's occupants by performing the required

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combustion safety test using Building Performance Institute (BPI) protocols and Natural Gas Appliance Testing (NGAT) standards. All unsafe or hazardous condition caused by a Consultant shall be addressed and corrected by Consultant before leaving the premises.

Task 3.1: Single Family Homes, Multi-Family Homes, Manufactured Housing Homes

Consultant shall install Air Conditioning, Lighting, Plug Load, and Weatherization measures as determined by BEU, and included in Program Pricing Worksheet.

Task 4: Quality Assurance

The Consultant shall follow the quality assurance plan incorporated herein as Exhibit A.

Compensation and Schedule

This task order is effective from July 1, 2022, to October 15, 2023 with a not to exceed amount of **$150,000 per year.** Consultant shall invoice BEU monthly, after completion of onsite energy assessments, installation of energy measures, and delivery of final reports to BEU and BEU customers.

Representatives of Participating Member and Consultant

BANNING ELECTRIC UTILITY

THOMAS A. MILLER
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C.O.R.E. Manager
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matt.clark@synergycompanies.com

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: DocuSigned by: Michael S. Webster B0AA32131A0046E...

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

DocuSigned by: Richard J. Morillo 40A7F157BCD248A...

RICHARD J. MORILLO
Interim General Counsel

EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

By: DocuSigned by: Matthew Clark 6148367FCF6B41F...

MATTHEW CLARK
Vice President of Business Development

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

BANNING ELECTRIC UTILITY

By: 6-2-22

THOMAS A. MILLER
Utility Director

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EXHIBIT A

Quality Assurance Plan

This document is the Quality Assurance Manual Synergy Programs.

Energy Efficiency Programs

Quality Assurance Plan (QAP):

Synergy Companies



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Introduction

Purpose

The QAP describes the strategy and methods used to ensure that the program:

- Produces high-quality outputs (quality control/quality assurance)
- Seeks to continuously improve itself (quality improvement)
- Satisfies customers (customer centric).

Quality Assurance Vision

Synergy is committed to providing quality services that meet the performance, cost, and schedule requirements of our clients and customers. Our processes are established on practices, tools, and software that generate consistently reliable results. Our workflow management tools integrate fundamental management and communication techniques, technical processes, and tools into an approach focused on the quality of deliverables. Synergy's team concentrates on continuous improvement of business processes, customer satisfaction, and continuous quality measurement of delivered services, while identifying opportunities for process improvements.

The success of Synergy's programs and projects are made possible by adherence to proven quality standards and established QA methods that enable us to offer our clients:

Energy efficiency and sustainability programs that use mature, well-defined, and repeatable processes.
Use of proven measurement and verification (M&V) techniques.
Use of beneficial, cost-effective IT, data communications, and marketing tools and methodologies.

Consistency and transparency in both the methodology of analysis and the presentation of findings is critical if programs and projects are to achieve their objectives of meeting energy reduction goals or funding requirements. To that end, Synergy uses integrated tools for use in collection, analysis, and presentation of building and energy data.

Quality Assurance Plan Purpose

Synergy has developed this QA plan to demonstrate how our team will monitor, assess, and ensure adherence to processes, procedures, and standards to determine the quality and on-time delivery of all deliverables and services for the program. This plan will serve as the blueprint for maintaining consistent quality through all components of the project and in each task.

The QA plan documents the procedures by which the team assesses performance for all aspects of the program against contractual requirements. The plan describes the approach for activities, including program tracking and reporting, process reviews, program audits, project engineering analyses and reports, procedures, and techniques for implementing and sustaining overall quality for the program.

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Quality Assurance Plan Scope

Synergy has created a QA framework to form the basis of the complete quality management approach and strategy. The processes defined in the plan will be leveraged to implement quality into all aspects of performance. Synergy's workflow management software will guide and track the process to ensure compliance in a transparent manner.

The objective of the QA plan is to describe the roles and responsibilities and the policies and procedures that ensure consistency and quality throughout the projects. The objective enables the QA team to achieve critical measurable results for the program, such as:

Predictable Results: The QA plan is to ensure that deliverables and services are produced in an efficient, effective, reliable, and predictable manner that will consistently produce results compliant with the contractual requirements of the program.

Error Prevention: The QA plan prevents the introduction of errors into deliverables and services. Any errors that are found undergo analysis and subsequent action to preclude reintroduction of the error. This aspect of the QA plan includes the structured approach to pursuing continuous improvement in all aspects of the program.

M&V Documentation: The QA plan ensures a structured approach to the defining, recording, and storing of documentation related to requirements, approvals, reviews, tests, decisions, actions, events, and problems and improvement measures to support verification, validation, and traceability.

Customer Satisfaction: The QA plan ensures the customer receives the best possible deliverables and services. Customer satisfaction surveys will be conducted so that participants may comment on the program and the contractor. Surveys will be conducted either by mail, email or by telephone. The results of the survey will be entered into the database management tool.

Continuous Improvement: Feedback from all the above is used in an ongoing effort to improve the program implementation processes. Results from the survey will be quantified and shared with the program advisor.

Quality Assurance Plan Field Operating Guidelines

A. Technician Training

New technicians receive individual classroom training from the production supervisor and on-the-job training by serving as a helper from a certified trainer.

All technicians are required to pass the EPA test to handle HVAC refrigerants and to become EPA certified. Synergy regularly enrolls its technicians in technical training.

All technicians are required to attend a weekly tailgate meeting, plus a monthly technician meeting for on-going training. The type of information that is covered in these

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training sessions would include measure and service standards, review of safety standards, motivation, customer service, and quality control instruction.

The production supervisor or assistant production manager also provides one-on-one training to technicians in the field.

B. Geotagged Photos of Measures Installed

A geotagged photo is taken of every measure installed for each project completed. The geotagged photo contains the location expressed in latitudinal and longitudinal geo coordinates to several decimal places for increased accuracy. A time stamp and date are also included with these photos that matches the time and date of the completed project.

Geotagged photos assure that the measures reported are installed at the location specified. With geotagged photos, projects can be inspected remotely with confidence for verifying quality installation and measure reporting accuracy.

The geotagged photos are included with each invoiced project and uploaded to the program's designated energy efficiency collaboration platform. Geotagged photos can also be shared on an as requested basis for program inspection verification.

C. Technician Installation Guide Mobile Application

The Company provides each technician with an installation and customer service electronic application for download onto their mobile device. The installation guide application provides the measure installation instructions for each program measure serving as a helpful field reference for installation standards.

D. Weekly Tailgate Meeting

A weekly tailgate meeting is held with the technicians to review work schedules, common work issues, and to reinforce quality installations and customer service. This is an excellent time for communication between the production manager and team leads with each technician.

E. Monthly Technician and Associates Meeting

A more formal meeting is held with all company associates once a month where more extensive training and motivation takes place. Each technician is required to attend these meetings. In the event a technician misses the meeting, he receives a follow-up email outline of the meeting and a briefing by his team lead.

F. Dedicated Team Lead

Synergy has established a dedicated program quality production manager and additionally an in-house inspector that works with the technicians to maximize customer service and quality.

As jobs are inspected, technicians who performed the job being inspected are invited to

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ride-along with the Synergy in-house inspector to observe and receive feedback on his or her performance. We have found this to be a very helpful learning and teaching opportunity.

Inspection and Verification Plans and Procedures

A. Synergy Inspections and Internal Audit

As mentioned previously, Synergy maintains QPM'S (Quality Production Managers) and/or an in-house inspector that review all electrification and tier 2 efficiency installations for proper functionality and safety. This process will help assure that electrification jobs are maintained to production standards.

The QPMs inspect a minimum of 15% of all non-electrification and non-tier 2 efficiency installation jobs per month. 5% of all jobs are inspected every payroll period with hookups to verify measurements, and an additional 5% of jobs are visually inspected. Each technician has at least 1 job inspected visually, and 1 job inspected with hookups every pay period.

Desk review verifications of geotagged photos are electronically conducted on 100% of projects completed to ensure that each project has an accompanying geotagged photo file of every measure installed.

B. Correction on Failed Inspections and Confirmation of Energy Savings.

If a job is failed through the COMPANY's or contractor's inspection process, either the quality production manager or inspector will do the "repair or correction" or the "installing technician" is required to return to the customer's home to complete the "repair or correction" on the job.

Under either circumstance, the inspector or installer is to note on the inspection sheet or call the QPM with the date and confirmation of the follow-up visit.

Resolving Customer Issues

Information on customer issues will be recorded in the monthly report. Synergy will address and resolve customer issues discovered through either survey feedback or other means of customer contact. Synergy will pursue continuous improvements to promote complete customer satisfaction. Customer feedback issues will be tracked by Synergy using the monthly reports, as well as a completed complaint form. If any issues cannot be resolved to the satisfaction of the customer by Synergy within five (5) days, Synergy shall immediately provide the program advisor with a detailed description of any such complaint, which will include the name and contact information of the customer and any other information requested by Company.

Synergy will have an Energy Efficiency information sheet with the telephone number on it that will reinforce an invitation for the customer to contact Synergy with any questions or issues.

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Synergy will have adequate resources dedicated to quality control and customer satisfaction. Synergy calls the park managers/owners and residents/owners after the work is completed to determine satisfaction and to gain other important information about the work completed. For those customers that may have had some type of reservations, Synergy will quickly respond to any concerns to ensure that customer concerns are adequately addressed.

Synergy will also arrange for an in-house inspector that physically and randomly inspects 5% of jobs completed.

The complaints are maintained in a complaints database, including the nature and date of the complaint and how it was handled. A summary of complaints and compliments are provided in the monthly report.

Double-Dipping Prevention Plan

Prior to paying any Incentives for a Measure or providing other program services to a customer, Synergy does a duplicate measure request inquiry (DMRI) of program data for the customer's site to determine what measures the customer is eligible for and the same DMRI is conducted at the time of invoicing as an additional control to prevent double-dipping.

DEER and CPUC approved IOU workpaper guidelines for measure base cases are followed to determine feasibility of installing a measure. Previously installed measures can be replaced by the program at the end of their effective useful life (EUL) or remaining useful life (RUL).

Quality Assurance Methodologies

A. DEEMED Methodology

Energy efficiency programs use approved IOU workpapers that are CPUC approved and DEER to determine program energy savings. The contractor and its M&V subcontractor stay current with changes to DEEMED energy savings and potential new approved DEEMED measures and report these to the COMPANY's program advisor. Program energy savings are adjusted as energy savings changes occur.

B. NMEC

The net metering energy consumption (NMEC) meter-based approach is suitable for programs when no robust and relevant field data exists for the newly proposed innovative measures today, which require these solutions to have to go through more time consuming channels including but not limited to the Emerging Technologies (ET) or customized/calculated pathways. By including the NMEC approach into the program design, the program creates multiple benefit streams including:

1. Immediate consumer adoption.

2. Field data collection that supports future deemed energy savings estimates

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3. Early collaboration with utility and the CPUC's Ex-Ante Review (EAR) team on measurement and verification (M&V) plans and variables.

4. Standardized data collection procedures compliant with project energy savings estimates and supporting information that is consistent with the requirements set forth by the AB 802 legislation and the CPUC.

For each program or project, the QA team will be consulted on the approach to baseline operations and how measure implementation will be confirmed. Primarily, energy savings calculations will be based on data collected via Synergy's contracted engineering consultant's revenue grade 3-phase data acquisition meters and systems.

The QA team will be apprised of the analysis approach. The use of revenue grade 3-phase data acquisition tools will standardize the analytical process such that the QA process can focus on examining the results versus the process. When the energy savings analysis is completed for each project, the analysis will be independently reviewed by the QA team to confirm agreement with the savings estimates and approach to the savings estimates for the measures. The review methodology will be established to examine processes against quality factors using Synergy's workflow management tools, such that the QA checks and results must be recorded for the project to move to the next stage. Examples of quality factors include:

Correctness: The extent to which a deliverable satisfies the requirements and the stated objectives.

Timeliness: The deliverable is provided when required.

Reliability: The extent to which a deliverable is provided on a consistent basis.

Productivity: The amount of resources to correctly produce the deliverable, including the relationship between the amounts of time needed to accomplish work and the effort expended. Via the online database, Synergy will maintain a clear record of all project findings, including on-site notes, building and equipment data, and operating characteristics. Secondary review of randomly selected projects will periodically check the QA process to ensure that:

- The QA process has been followed, verified by checking that all data and required checks are recorded.
- The project results are reasonable, verified by recalculating results using a secondary methodology such as engineering calculations.
- Project documentation is complete.

Initial Customer Engagement

Synergy will record initial customer engagement in standard Customer Relationship Management (CRM) software. For sponsored projects and programs, Synergy will make this data available to import into sponsor's CRM systems. In addition to standard contact information, data may include energy consumption, facility metrics such as size, and Return on Investment (ROI) goals.

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EXHIBIT A

Benchmarking

Synergy will benchmark facilities with Energy Star Portfolio Manager using customer-provided building and energy data. This ensures repeatability of results. Simple kW/sf and kWh/sf benchmarks will be calculated, entered into the CRM software, and used as an indicator of energy savings potential. For projects that move forward, benchmarking will be performed using the Energy Star Portfolio Manager tool based on measured power consumption data.

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ATTACHMENT 1

Measure Pricing Worksheet



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CPPA EE Audits and

TASK ORDER NO: BEU-01-A-01

Date: May 23, 2023

Project Description: Commercial and Residential Direct Install Programs

Participating Member: Banning Electric Utility ("Participant")

Consultant or Contractor: Eagle Systems International, Inc. DBA Synergy Companies ("Consultant" or "Contractor")

This Task Order No. BEU-01-A-01 amends Task Order No. BEU-01, and is issued pursuant to the Master Professional Services Agreement between SCPPA and Consultant dated October 15, 2020, and as amended on December 16, 2021 ("Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated October 15, 2020, and Amended on December 16, 2021.

Amendment to Task Order No. BEU-01

This Task Order No. BEU-01-A-01 shall amend the "Compensation and Schedule" provision in Task Order No. BEU-01 to read as follows:

> **Compensation and Schedule**
>
> This Task Order is effective from July 1, 2022 to October 15, 2023 with a not to exceed amount of **$200,000**. Consultant shall invoice BEU monthly, after completion of onsite energy assessments, installation of energy measures, and delivery of final reports to BEU and BEU customers.

Except as amended herein, all other terms and conditions of Task Order No. No. BEU-01 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order BEU-01-A-01 as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

_____

CHRISTINE GODINEZ
General Counsel

EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

By: _____

MATTHEW CLARK
Vice President of Business Development

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

BANNING ELECTRIC UTILITY

By: _____

THOMAS A. MILLER
Utility Director

GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
ARBOR DAY FOUNDATION

This GOODS AND SERVICES AGREEMENT ("Agreement") is entered into and effective the 18th day of October 2019, by and between Arbor Day Foundation, a Nebraska nonprofit corporation ("Contractor"), located at 211 N. 12th Street, Lincoln, NE 68508, and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Contractor are also referred individually as ("Party") and together as ("Parties").

WHEREAS, certain SCPPA and its Member utilities ("Members") have a need for specific goods and/or services relating to the promotion of tree planting programs to customers of SCPPA and its Members with the goal of improving energy savings and electric utility operations; and

WHEREAS, Contractor is qualified and capable of providing such goods and services;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Work to be Provided:** SCPPA engages the Contractor to provide goods and/or services ("Work"), as further described in specific Task Orders ("Task Orders") substantially in the form attached hereto as Exhibit A. Task Orders should, at a minimum, include a description of the Work, the duties of each party in connection with the Work, the period or schedule for delivery of said Work, and payment terms for all Work to be provided. Contractor will perform Work at the direction of SCPPA and/or Members, on behalf of SCPPA.

2. **Independent Contractor:** Contractor is an independent contractor, is not an employee of SCPPA or any SCPPA Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Contractor shall furnish the work in its own manner and method except as required by this Agreement. Contractor shall have no authority, express or implied, to act on behalf of or bind SCPPA or the Members in any capacity whatsoever as agents or otherwise. Contractor may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Agreement. Contractor shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the terms of this Agreement as appropriate for their respective scope(s) of work. Contractor shall be the responsible party with respect to all actions of its independent contractors and subcontractors. Subcontractors must be properly licensed to perform the Work. No contractual relationship will exist between SCPPA and any subcontractor with respect to the Work. Notwithstanding the foregoing, Contractor shall be solely responsible for (i) completion of the Work and any other of Contractor's or subcontractor's obligations hereunder, (ii) the acts, omissions, or defaults of the subcontractors and their employees, and (iii) the engagement, management, and payment of the subcontractors. Nothing contained herein will obligate SCPPA to pay any subcontractor and Contractor shall be solely responsible for paying each subcontractor to

whom any amount is due from Contractor in connection with the Work. Contractor shall cause its subcontractors to maintain insurance coverage consistent with usual and customary practices in their respective industries.

3. **Standard of Care:** The Contractor will perform Work under this Agreement with the degree of skill and diligence normally practiced in the same industry by contractors performing the same or similar work. Contractor shall comply with all Federal, State, County, City and other governing laws, rules and regulations as applicable to the performance of the Work under this Agreement including Member business practices including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action. Contractor is not required to perform the Work at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in Exhibit A and/or the specific Task Order. Contractor's time spent at SCPPA, Member, or project location premises, if any, shall be subject to normal business hours and security requirements, unless agreed upon in writing by all Parties.

4. **Changes/Amendments:** This Agreement may not be changed except by written amendment signed by both Parties. Contractor shall promptly notify SCPPA within five (5) business days if changes to the Work affect the schedule, level of effort or payment to Contractor. If Contractor determines that changes should be made to Exhibit A and/or the specific Task Order, the Contractor will notify SCPPA of such proposed changes in writing, including the effects on the schedule, level of effort and payment for such changes. Thereafter, Contractor and SCPPA shall agree in writing on which changes, if any, shall be made, including a description of the changes to Work to be provided, the period or schedule for delivery of said Work, and payment terms for all Work. If Contractor is delayed in performing the Work by any force majeure, including any act of war, delays in transportation, strikes or other labor disturbances, acts or omissions of a) any government authority, b) SCPPA, c) Member, or d) their respective contractors or suppliers, or other circumstance beyond Contractor's reasonable control, then Contractor shall not be considered to be in default of the performance of its obligations under this Agreement and the schedule for Contractor's performance shall be extended by the amount of time lost by reason of the event(s), plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of SCPPA and/or a Member, or their respective contractors or suppliers cause the delay, Contractor shall also be entitled to an equitable price adjustment in accordance with this Section.

5. **Payment:** SCPPA shall pay Contractor for Work as set forth in the specific Task Order(s). Each invoice shall include the following:
   a) A reference to SCPPA Resolution No. 2019-122 authorizing this Agreement;

   b) Name of the participating Member(s) and the contact information for participating Member(s) designated representative(s);

   c) The basis for the amount invoiced, including a description of services provided, units and costs.

   Contractor shall provide all invoices to both the participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been

transmitted to SCPPA by the participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period. SCPPA shall inform Contractor of any disputed invoice amounts within thirty (30) days of the invoice date and may withhold payment of such disputed amounts until all parties have reached agreement on the proper invoicing for related goods and/or services; provided, any such agreement must occur within fifteen (15) days after notice of a disputed invoice, otherwise Contractor shall have the right to seek payment by any other means at law or equity.

6. **Taxes:** Any and all taxes imposed or assessed by reason of Contractor's performance of this Agreement, including but not limited to sales or use taxes, income taxes and payroll taxes and all items of withholding, efficiency, penalty, addition to tax, interest, or assessment related thereto, shall be paid by Contractor ("Contractor Taxes"). SCPPA shall be responsible for all taxes, duties, fees, or other charges imposed or assessed by reason of the goods and services received by SCPPA under this Agreement (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, efficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on SCPPA or Contractor or its subcontractors) in relation to the Agreement or the performance of or payment for Work under the Agreement other than Contractor Taxes ("SCPPA Taxes"). The Agreement price does not include the amount of any SCPPA Taxes. If SCPPA deducts or withholds SCPPA Taxes, SCPPA shall pay additional amounts so that Contractor receives the full Agreement price without reduction for SCPPA Taxes. SCPPA shall provide to Contractor, within one (1) month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of SCPPA, and SCPPA and Contractor specifically agree that Contractor is not an employee or agent of SCPPA.

7. **Indemnity:** Except for the negligent acts, omissions or willful misconduct of SCPPA, its respective Member(s), or their respective officers or employees, Contractor undertakes and agrees to defend, indemnify and hold harmless the Southern California Public Power Authority and other SCPPA participating Members and their officers, employees, assigns and successors in interest (collectively, "Indemnified Party") from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever ("Claims"), which may be brought against the Indemnified Party for death, bodily injury or personal injury to any person, including Contractor's employees, agents or subcontractors of any tier and damage or destruction to tangible property to the extent arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Contractor, or the Contractor's officers, employees, agents or subcontractors.

8. **Limitation of Liability:** The remedies of SCPPA set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. Except for losses resulting from Contractor's indemnification obligations under section (7) "Indemnity,", the total liability of the Contractor to SCPPA for any claims arising out of this Agreement, whether caused by negligence errors, omissions, strict liability, breach of contract or contribution, shall not exceed the total compensation amount defined within the Exhibit A and/or the specific Task Orders, provided however this limitation shall not apply in the event of gross negligence, willful misconduct or bad faith on the Contractor. Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of SCPPA's customers for any of the foregoing types of damages whatsoever, regardless of whether such potential damages are foreseeable or if Contractor

has been advised of the possibility of such damages. Contractor shall not be liable for advice or assistance that is not its responsibility with regard to the Work under this Agreement.

9. **Insurance of Contractor:** Contractor shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

   a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

   b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Contractor's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence. Such policy shall cover SCPPA and each participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or its Members.

   c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Contractor in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

   d) All required policies shall provide not less than a thirty (30) day notice of cancellation to SCPPA.

   The insurance to be provided by Contractor under this Agreement shall not include any of the following: any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or participating Member(s) for SCPPA's or participating Members' own negligence; (ii) limits the duty to defend SCPPA or participating Member(s) under the policy; (iii) provides coverage to SCPPA or participating Member(s) 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 SCPPA's or the participating Members' rights under this Agreement.

   Contractor shall furnish SCPPA proof of all specified insurance and related requirements either by use of Member-specific endorsement forms or by written evidence of insurance acceptable to SCPPA and Members' Risk Manager or designee, prior to commencement of Services under this Agreement. Contractor shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. Term, Suspension and Termination:

(a) Term: The term of this Agreement shall be three (3) years from the date hereof, at which time, it shall either terminate or be extended for one (1) additional term, of no more than three (3) years, by written agreement between SCPPA and the Contractor, unless sooner terminated in accordance with this section. Either Party may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Contractor for all work rendered to the date of termination plus reasonable expenses for winding down the work, including without limitation the cost of cancelling, reserving, returning or reselling goods ordered pursuant to the Task Order.

(b) Contractor's Default: SCPPA may terminate the Agreement for cause if Contractor (i) becomes insolvent/bankrupt, or (ii) commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that: (a) SCPPA shall first provide Contractor with detailed written notice of the breach and of SCPPA's intention to terminate the Agreement, and (b) Contractor shall have failed, within thirty (30) days after receipt of the notice, to commence and diligently pursue cure of the breach. If SCPPA terminates the Agreement pursuant to this clause, (i) Contractor shall reimburse SCPPA the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by SCPPA to complete that scope, and (ii) SCPPA shall pay to Contractor (a) the portion of the Agreement price allocable to goods completed, (b) lease fees incurred, and (c) amounts for services performed before the effective date of termination. The amount due for services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Agreement, as applicable or, where there are no milestones and/or rates in the Agreement, at Contractor's then-current standard time and material rates.

(c) SCPPA Default: Contractor may suspend or terminate the Agreement immediately for cause if SCPPA becomes insolvent/bankrupt. In the event, SCPPA commits a material breach, the Contractor may suspend or terminate for SCPPA's default by giving SCPPA written notice of the breach. SCPPA shall have fifteen (15) calendar days from the date of the Contractor's written notice of breach to cure, or diligently commence to cure the breach. If SCPPA is unable or unwilling to cure, diligently commence to cure such breach, the Contractor may terminate any time thereafter upon providing SCPPA written notice of termination. If SCPPA materially breaches the Agreement, including, but not limited to, failure or delay in SCPPA providing payment security, making any payment when due, or fulfilling any payment conditions, SCPPA shall pay Contractor for all goods completed or provided, lease fees incurred and services performed before the effective date of termination, plus expenses reasonably incurred by Contractor in connection with the termination. The amount due for services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Agreement, as applicable or, where there are no milestones and/or rates in the Agreement, at Contractor's then-current standard time and material rates. In addition, SCPPA shall pay Contractor a cancellation charge equal to eighty percent (80%) of the Agreement price as stated in any Task Orders that are outstanding.

(d) Suspension: For any Work suspended, held, delayed or rescheduled at the request of SCPPA, SCPPA shall pay to Contractor upon submission of Contractor's invoice pursuant to Section 5 of this Agreement for any goods provided to SCPPA or reserved up to the date of suspension, as well as pay all reasonable costs and expenses incurred by Contractor in connection with a suspension for SCPPA's convenience, including, but not limited to, expenses for repossession,

demobilization/remobilization, and costs of storage during suspension. The schedule for Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension. Any Work so suspended, held, delayed or rescheduled beyond ninety (90) days, in the aggregate, will be treated as a SCPPA termination for convenience in accordance with this Section 10(a).

11. Title and Warranties:

(a) Title to Goods. The title to goods supplied by Contractor to SCPPA pursuant to the Task Order(s) shall pass to SCPPA upon delivery, unless otherwise specified in the Task Order(s).

(b) Warranties. Contractor warrants that any goods provided by Contractor to SCPPA or its participating Members shall be delivered free from defects in material, workmanship and title and that the services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications, as identified in Exhibit A and/or the specific Task Order. Contractor warrants that the services performed by it hereunder will be performed in a workmanlike manner and in accordance with generally accepted professional standards. In the event the services do not conform, such nonconforming services shall be corrected by Contractor. If goods or services do not meet the above-warranties, SCPPA shall promptly notify Contractor in writing prior to expiration of the warranty period. Contractor shall (i) at its option, repair or replace defective goods and (ii) re-perform defective services. If despite Contractor's reasonable efforts, a non-conforming goods cannot be repaired or replaced, or non-conforming services cannot be re-performed, Contractor shall refund or credit monies paid by SCPPA for such non-conforming goods and services. SCPPA shall obtain Contractor's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists. SCPPA shall bear the costs of access for Contractor's remedial warranty efforts (including removal and replacement of systems, structures or other parts of SCPPA's facility), de-installation, decontamination, re installation and transportation of defective goods to Contractor and back to SCPPA. Unless otherwise agreed to in writing by Contractor, Contractor assumes no responsibility with respect to the suitability of SCPPA's existing equipment or with respect to any latent defects in the same. The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of goods, (b) SCPPA keeping accurate and complete records of operation and maintenance during the warranty period and providing Contractor access to those records, and (c) modification or repair of goods or services only as authorized by Contractor in writing. Failure to meet any such conditions renders the warranty null and void. Contractor is not responsible for normal wear and tear. THE EXPRESS REPRESENTATIONS, WARRANTIES AND GUARANTEES SET FORTH IN THIS AGREEMENT AND ANY RELATED TASK ORDER(S) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, CUSTOM OR OTHERWISE). THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, REMEDIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WORK OR THIS AGREEMENT, WHETHER THE CLAIMS OF SCPPA ARE BASED IN CONTRACT,

TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY.

12. **Information Provided by Others:** SCPPA and/or Members shall provide to the Contractor in a timely manner any information indicated as needed to perform the Work hereunder. Contractor may rely on the accuracy of information provided by SCPPA and its representatives. "Customer Data" shall be any and all personal data that describes anything whatsoever about an individual customer of a SCPPA Member, such as address, employment, contact information, financial transactions, and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a SCPPA Member, either verbally, in writing, or electronically.

13. **Confidential Information:** Contractor and SCPPA (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or Member to Contractor or any of Contractor's subcontractors; and (2) Customer Responses collected by Contractor or any of Contractor's subcontractors from customers of any Member; (3) any information provided to one Party from another that is labeled and/or marked as such; and (4) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. Receiving Party agrees: (a) to use the Confidential Information only in connection with the Agreement and use of goods and services, (b) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (c) not to disclose the Confidential Information to a competitor of Disclosing Party.

    Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a SCPPA Member Customer contacted by Contractor in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Contractor in connection with this Agreement shall be considered the Confidential Information of Contractor.

    In the case of a bona fide request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Contractor's Confidential Information subject to this Agreement, SCPPA shall promptly notify Contractor of such request and shall follow Contractor's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Contractor. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Contractor of such litigation, and SCPPA shall have no other duty or obligation to Contractor under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Contractor, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order

related thereto or otherwise arising from the denial of access to Contractor's Confidential Information to said third party.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Contractor to SCPPA and its designated representatives, and to no other party. Contractor shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Contractor will retain the Confidential Information only so long as it is necessary to perform Contractor's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Contractor will retain no copies of the Confidential Information.

Contractor shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13. Notwithstanding these restrictions, (a) Contractor may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Agreement, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) SCPPA may disclose Confidential Information to lenders as necessary for SCPPA to secure or retain financing needed to perform its obligations under the Agreement, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither SCPPA nor Contractor shall make any public announcement about the Agreement without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this provision shall expire five (5) years after the date of disclosure. This provision does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

14. **Intellectual Property:** SCPPA acknowledges that Contractor is the sole and exclusive owner of the trademarks, service marks, trade names, logos, trade dress, patents and copyrighted or copyrightable materials of Arbor Day Foundation ("Contractor IP"). Contractor authorizes SCPPA to use certain logos and trademarks that constitute Contractor IP solely in connection with the program identified by said Task Order and subject to prior review and approval of SCPPA's or its Member's use thereof by Contractor. All use of the Contractor IP by SCPPA and its Members and the goodwill associated with such use shall inure to the benefit of Contractor. SCPPA agrees and acknowledges that it shall not acquire any interest in the Contractor IP or the goodwill associated with the Contractor IP by virtue of this Agreement or Contractor's use of the Contractor IP.

15. **Representatives:** SCPPA's representative for implementation of this Agreement is Bryan Cope, telephone number (626) 793-9364 ext. 214, fax number (626) 793-9461 and e-mail address is bcope@scppa.org. All of Contractor's questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

    Contractor's representative for this Contract is Kristen Bousquet, telephone number 402-473-2023, fax number 402-474-0820 and e-mail address is kbousquet@arborday.org. All of SCPPA's questions pertaining to this Agreement shall be referred to the above-named person.

The representatives set forth herein shall have authority to give all notices required herein.

16. **Notices:** All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 16) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To SCPPA:
Bryan Cope
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
bcope@scppa.org

To Contractor:
Kristen Bousquet
Arbor Day Foundation
211 N. 12th, St. Lincoln, NE 685
402-473-2023
kbousquet@arborday.org

Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

17. **Miscellaneous:**

(a) This Agreement is binding upon and will inure to the benefit of the SCPPA and Contractor and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which such consent shall not be unreasonably withheld or delayed.

(b) If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue in full force shall continue as to other circumstances in accordance with, the laws of the State of California.

(c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

(d) This Agreement may be executed in one or more counterparts, each of which when executed by each party shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and the California's Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: **MICHAEL S. WEBSTER**
Executive Director

Approved as to Legal Form and Content:

By: **RICHARD J. MORILLO**
General Counsel

and;

ARBOR DAY FOUNDATION

By: **Kristen Bousquet**
Program Development Manager

EXHIBIT A

EXEMPLARY TASK ORDER FORM

TASK ORDER No.: [...input number, sequential to prior task orders, if applicable...]

Date: [ ]

Project Description: Energy-Savings Tree Program – Participant Template

Participating Member(s) (if applicable): [ ]

Contractor: Arbor Day Foundation

Contractor, SCPPA and the Participating Member(s) ("Participant(s)") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement ("Agreement") between SCPPA and Consultant dated [..input Goods and Services Agreement date...], except as specifically modified herein.

Scope of Services and Compensation

See attached Schedule 1.

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Contractor]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____
[Daniel S. Hashimi] Richard J. Morillo
[Senior Assistant] General Counsel

and;

ARBOR DAY FOUNDATION

By: _____
KRISTEN BOUSQUET
Program Development Manager

Participant's Acknowledgement and Agreement

The undersigned hereby attests that [. . . he or she . . .] has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

NAME OF MEMBER (required)

By: _____
[... PRINTED NAME IN CAPS ...]
[General Manager / Utility Director or Designee]

[**OR** in the Alternative – if the participant has sent SCPPA a letter or entered any other legally binding agreement and commitment to pay for goods and/or services – the Member should delete the Signature block directly above and retain the check box & sentence below as commitment. The user only needs one of the commitment methods (signature block OR check box).

☑ Check here if Participant has indicated acknowledgement and agreement to pay for goods and/or services procured under this Task Order by letter from Participant's General Manager addressed to SCPPA or other legally binding form of commitment (specified below).

_____ _____
Name of Agreement (if applicable) Date

Schedule 1
Scope of Services & Compensation

Specific Responsibilities of Contractor for Energy-Savings Tree Program (the "Program"):

- Provide a pre-selected list of available tree species for SCPPA and/or participating Member (collectively, the "Partner") to choose from.
- Source ____ containerized trees for Program.
    - Trees are to be bulk transported to Partner event site 24-48 hours before event.
    - Trees are guaranteed to arrive to Partner selected location in a good, healthy condition or Contractor will replace trees at no charge.
- Maintain Energy-Saving Trees website for Partner:
    - Provide a custom url for Partner's reservation website.
    - The online platform will be launched for reservations by <date>, dependent on if all info for launch has been received by Partner.
    - Setup as local pickup model offering X free trees (X total) to participants for planting in pre-approved, strategic planting zones to reduce energy usage.
    - Microsite customizations include:
        - Approved Partner logo
        - Interactive mapping tool
        - i-Tree Tools research on the long-term benefits of specific trees planted around customer's house (including energy savings, air quality, and carbon emissions)
        - Customized welcome message and terms and conditions statement (will require each participant to accept these terms for each order submitted.)
        - Order confirmation email will vary slightly depending on program model that customer has selected. Email will include a map showing the agreed upon energy saving planting location.
        - Provide a specific toll-free customer service line to answer participant questions surrounding the Program.
        - Pre-event reminder email
- Collect and provide a wait list of Partner participants who express interest after trees are depleted.
- Provide an invoice to Partner for $X,000 by <date>. Payment due within 60 days of receipt of Invoice. Invoice will be emailed to: name@<partner>.com
- Provide dashboard login access to allow Partner to access and download all data related to the Program including all customer orders and environmental data.
- Work with Partner for post-Program survey to be sent to participants.
- Provide Program summary report to Partner by <date>. Report to include statistics about Program's energy benefits (kWh and therms conserved) and community benefits (lbs of CO2 sequestered and avoided, gallons storm water conserved, lbs of air filtered) and other key performance indicators. Report will be provided to Partner.

Specific Responsibilities of SCPPA for Program:

- Pay $X per tree to distribute X trees to participants in X territory. X trees (or at minimum 85% of these) will be reserved and captured in Contractor's Energy-Saving Trees online reservation tool.
- Complete and submit the online application to Contractor to identify tree species wish list: https://est.arborday.org/Application/Company
- Choose tree species from availability list provided by Contractor. (Please note: species substitutions sometimes necessary due to crop failures or growth/quality issues. If this scenario occurs, Contractor will work with Partner to discuss interchangeable species.)
- Provide eligible zip codes, tree event details, terms and conditions and welcome message copy to Contractor by <date>.

- Determine and organize the designated location(s) for these trees to be picked up by Partner's Program participants, along with plan and staff the scheduled tree pickup events. Contractor expressly disclaims and has no liability, obligation or responsibility for the organization, location or pickup of the trees by Partner's Program participants.
- Arrange location for trees to be delivered, stored, secured 24-48 hours before pickup event.
- Provide pickup event details to Contractor by <date>. This includes dates, times, locations, delivery address for trees and any special instructions. Partner assumes all responsibility for unloading trees from delivery truck.
- Promote the program through multiple marketing channels which may include direct mail campaigns, email campaigns, search engine marketing, web site promotions, press releases, social media and other channels.
    - A formal marketing plan, including a timeline and verbiage details will be shared with Contractor before the launch of the Program. (This marketing plan will include additional marketing tactics that will happen on <date>, if 90% of the trees are not yet reserved.)
    - All marketing activities using any of Contractor's IP must be sent to and approved by Contractor in advance.
- In the case that trees are not depleted by the pickup event date or in the case of remaining trees that were not picked up, Partner shall assume the sole responsibility and cost of the remaining inventory of trees and determine where to utilize remaining trees.
- Deliver checks/payments to the Arbor Day Foundation within 30 days of receipt of invoice to:

  Arbor Day Foundation
  Attn: Accounting
  P.O. Box 80208
  Lincoln, NE 68501

RESOLUTION NO. 2022-124

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FIRST AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH ARBOR DAY FOUNDATION INCREASING THE DURATION OF THE AGREEMENT AND ADDING A NOT TO EXCEED AMOUNT TO THE AGREEMENT AND TAKING CERTAIN RELATED ACTIONS.

WHEREAS, the Southern California Public Power Authority ("SCPPA" or "the Authority") owns interests in various generation and transmission projects, the output of which has been sold to members of the Authority ("Members"); and

WHEREAS, SCPPA Members are engaged in planning, development, procurement and operation of generation and transmission assets in connection with the distribution of electrical energy to retail customers, are obligated under the law to first consider procurement of available energy efficiency and demand reduction measures before procuring additional generation or transmission resources; and

WHEREAS, certain SCPPA Members have a need for the procurement of efficiency-related services and products; and

WHEREAS, SCPPA and Arbor Day Foundation ("Contractor"), are parties to a Goods and Services Agreement ("Agreement") dated October 18, 2019, approved by Resolution 2019-122, pursuant to which such services have been provided to Members; and

WHEREAS, since the implementation of the Agreement, SCPPA has updated the requirements in its standard agreements to include not-to-exceed amounts for services rendered under its agreements; and

WHEREAS, SCPPA and Contractor have agreed to incorporate such provisions into the Agreement and extend the term of the Agreement for an additional three year period; and

WHEREAS, the continued services under the Agreement shall be subject to and administered in accordance with the Agreement as approved by Resolution No. 2019-122, and Amendment No. 1 as approved by this Resolution 2022-124.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Executive Director is authorized and directed to execute Amendment No. 1 to the Agreement, a form of which has been presented to the Board in connection with this matter.

2. Continued provision of services pursuant to the Agreement shall be subject to and administered in accordance with the Agreement as approved by Resolution No. 2019-122, and Amendment No.1 as approved by this Resolution No. 2022-124.

3. The President, Vice President, Secretary, any Assistant Secretary, Executive Director, and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for conducting the transactions contemplated by this Resolution.

4. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 15th day of September 2022.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

TASK ORDER No.: BEU01

Date: June 29, 2023

Project Description: Energy Saving Tree Program

Participating Member: City of Banning Electric Utility (BEU)

Consultant: Arbor Day Foundation

Contractor, SCPPA and the Participating Member ("Participant", "BEU", or "City") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement ("Agreement") between SCPPA and Contractor dated October 18, 2019, except as specifically modified herein and subject to any future amendment to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreements.

Scope of Services

Contractor will provide the BEU with an Energy-Savings Tree Program (the "Program") as identified below:

Task 1: Provide a pre-selected list of available tree species for the BEU (collectively, the "Partner") to choose from that meets the City's Urban Forestry Management Plan.

- Source 200 containerized trees for Program.
  - Trees are to be bulk transported to Partner event site day of event.

Task 2: Maintain Energy-Saving Trees website for BEU

- BEU customers can have the option to reserve up to 5 trees
  - Provide a custom url for BEU reservation website.
  - Create and customize tree reservation website per BEU's provided details.
  - Setup program per the delivery model chosen by BEU.
  - Launch website per terms launch date where trees will be reserved by participants for planting in pre-approved, strategic planting zones to reduce energy usage.
  - Allow option for disabled to notify BEU if they may need tree delivery.
  - Website customizations to include:
    - Tree Tools research on the long-term benefits of specific trees planted around customer's house (including energy savings, air quality, and carbon emissions)
    - Customized welcome message and terms and conditions statement (will require each participant to accept these terms for each order submitted.)
    - Order confirmation email on program model that customer has selected. Email will include a map showing the agreed upon energy saving planting location.
    - Provide a specific toll-free customer service line to answer participant questions surrounding the program.
    - Pre-event reminder email
- Collect and provide a wait list of BEU participants who express interest after trees are depleted.
- Provide dashboard login access to allow BEU to access and download all data related to this program including all customer orders and environmental data.

- Work with BEU for post-program survey to be sent to participants. Survey will be completed before the expiration of this Task Order.
- Provide Program summary report to BEU. Report to include statistics about programs energy benefits (kWh and therms conserved) and community benefits (lbs of CO2 sequestered and avoided, lbs of air filtered) and other Key Performance Indicators. Report will be sent to Partner, as shown above.
- Provide GIS layer for tracking of urban forest

Compensation and Schedule

Contractor shall be paid an amount not to exceed **$25,000** for the Program and all Work described in this Task Order. Any Work provided by Contractor in excess of this authorization, and without prior execution of an amendment hereto by the Parties, shall be at Contractor's sole risk and without payment. For avoidance of doubt SCPPA and Participating Member shall not be liable for any unauthorized excess billings whatsoever.

This Task Order will run co-terminus with the Agreement and shall expire October 18, 2025.

Representative of Participating Member

Amber Rockwell
City of Banning Electric Utility
176 E. Lincoln St
Banning, CA 92220
951-849-5224
arockwell@banningca.gov

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

_____
Richard J. Morillo
General Counsel

and;

ARBOR DAY FOUNDATION

By: _____
Kristen Bousquet
Program Development Manager

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

CITY OF BANNING ELECTRIC UTILITY

By: _____
Thomas A. Miller
Electric Utility Director

GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
EFFICIENCY SERVICES GROUP, LLC.

This GOODS AND SERVICES AGREEMENT ("Agreement") is dated and effective as of July 19, 2018, by and between Efficiency Services Group, LLC ("Consultant"), a limited liability corporation, located at 5605 NE Elam Young Pkwy, Hillsboro, OR 97124 and the Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Consultant are also referred to herein individually as ("Party") and together as ("Parties").

WHEREAS, SCPPA member utilities ("Members") are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, certain Members have a need for specific goods and/or services that will improve the efficient use of electric energy by customers to allow Members to continue to provide cost-effective, reliable and environmentally beneficial electric utility service in their respective communities; and

WHEREAS, SCPPA issued a competitive solicitation to secure efficiency-related services and products in a Request for Proposal (RFP) process in June 2018;

WHEREAS, Consultant was deemed to be qualified and capable and was selected to perform specific services through the competitive solicitation process;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be Provided:** SCPPA engages the Consultant to provide all services and related products ("Services") identified within the Consultant's Response to the previously defined RFP. Said Response is made part of and incorporated to this Agreement by reference. All Services to be provided hereunder are to be set forth in a separate task order ("Task Order") substantially in the form attached hereto as Exhibit A. All Task Orders shall supersede and take precedence over the Consultant's Response to the RFP.

   A Member who participates in any Task Order shall be referred herein as the "Participating Member." A Task Order may be made on behalf of SCPPA and/or one or more Members and in all cases shall be signed by the Consultant and SCPPA; provided the Participating Member shall not be liable for any Task Order related costs unless Participating Member(s), at its election, signs the Task Order or submits a letter to SCPPA confirming its participation and funding commitment in form and content mutually acceptable to SCPPA and Participating Member. Consultant will perform the Services within the applicable Task Order at the

direction of and on behalf of SCPPA and/or the Participating Member. There may be one or more Task Orders associated with this Agreement. A Task Order may be amended or replaced only upon written agreement executed by Consultant and SCPPA and the participating Member(s), as may be elected by Participating Member(s). Alternatively, when a Participating Member has elected to confirm its Task Order participation through a letter, the Participating Member may confirm its consent to an amendment of a Task Order by an updated participation letter.

2. **Independent Contractor:** Consultant is an independent contractor, is not an employee of SCPPA or any SCPPA Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Consultant shall furnish the Services in its own manner and method except as required by this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or its Members in any capacity whatsoever as agents or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall have an affirmative duty to assure that all subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Consultant's time spent at SCPPA, Member, or project location premises shall be subject to normal business hours, appropriate safety standards and security requirements.

3. **Standard of Care:** The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.

4. **Changes/Amendments:** The terms and conditions of this Agreement may not be changed except as to a particular Task Order. Any such change can be made in a new Task Order or an amendment to an existing Task Order, all consistent with the requirements of Section 1 above. Any change(s) from the terms and conditions of this Agreement shall only apply to the Services performed under the particular Task Order in which such change(s) were made. Services not expressly set forth herein or in a Task Order are excluded. Consultant shall promptly notify SCPPA and participating Member(s) if changes to the Scope of Services will affect the schedule, level of effort or payment to Consultant. If Consultant determines that changes should be made to a Task Order, Consultant shall notify SCPPA and participating Member(s) of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.

5. **Payment:** SCPPA shall pay Consultant in accordance with the terms and payment schedule

contained in the applicable Task Order. Each invoice shall include the following:

a. A reference to SCPPA Resolution No. 2018-070;
b. Name of the participating Member(s) and the contact information for participating Member(s) designated representative(s);
c. The basis for the amount invoiced, (e.g. services provided, units and costs, etc.)

Consultant shall provide all invoices to both the participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period.

6. **Taxes:** Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA. SCPPA and Consultant specifically agree that Consultant is not an employee or agent of SCPPA.

7. **Indemnity**: Consultant shall defend, indemnify and hold harmless SCPPA, its participating Member(s) and their officers, agents, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, its participating Member(s) and their officers, agents, representatives or employees.

8. **Intellectual Property Infringement.** Consultant shall defend, indemnify and hold SCPPA and Member(s) free and harmless from and against any loss, cost and expense that SCPPA or any participating Member(s) incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Consultant of any such claim; (ii) SCPPA must in writing grant Consultant sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and its participating Member(s) must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SCPPA, its participating Member(s) or others. In the event of any such infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation

paid by SCPPA, or (B) obtain for SCPPA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

9. **Insurance.** Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

   (a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

   (b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence, an annual aggregate of two million dollars ($2,000,000), and a products/completed operations aggregate of two million dollars ($2,000,000). Such policy shall cover SCPPA and each participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or its Members.

   (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

   (d) Errors & Omissions/Professional Liability insurance, with limits of one million dollars ($1,000,000).

   The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA of participating Member(s) for SCPPA's or participating Members' own negligence; (ii) limits the duty to defend SCPPA or participating Member(s) under the policy; (iii) provides coverage to SCPPA or participating Member(s) only if Consultant 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 SCPPA's or the participating Members' rights under this Agreement.

Consultant shall furnish SCPPA a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. **Term and Termination:** The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this Section 10, at which time it shall either expire or be extended for one (1) additional term of three (3) years in writing by SCPPA, subject again to earlier termination in accordance with this Section 10; provided, that in no case shall this Agreement expire while Services pursuant to any Task Order remain to be completed. SCPPA's decision to grant an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Consultant for all Services rendered up to the date of termination plus reasonable expenses for winding down the Services. Any rights or obligations pursuant to Sections 5, 6, 7, 8, and 11 shall survive the expiration or termination of this Agreement.

11. **Use and Ownership of Work Products:**

    (a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.

    (b) SCPPA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

    (c) SCPPA agrees that Consultant shall not have any liability for any revision or addition to, alteration or deviation from the Work Product or deliverables or use other than the intended purpose by the intended recipient, except as such revision, addition to, alteration or deviation may have received the prior approval of Consultant.

12. **Information Provided by Others:** To the extent available to SCPPA or the participating Members(s), SCPPA, the participating Member(s), or both shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Consultant by SCPPA or its participating Member(s) shall be deemed Confidential Information subject to Section 13 of this Agreement. The term "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a participating Member(s), such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords

a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a participating Member(s), either verbally, in writing, or electronically.

13. **Confidential Information:** With respect to any information supplied in connection with this Agreement, Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any participating Member to Consultant or any of Consultant's subcontractors; and (2) Customer Responses collected by Consultant or any of Consultant's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. The recipient agrees to protect the Confidential Information in a reasonable and appropriate manner, and to use and reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose.

    Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a SCPPA Member Customer contacted by Consultant in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Consultant in connection with this Agreement shall be considered the Confidential Information of Consultant.

    In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant's Confidential Information subject to this Agreement, SCPPA shall promptly notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise arising from the denial of access to Consultant's Confidential Information to said third party.

    Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Consultant to SCPPA and its designated representatives, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant will retain the Confidential

Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13.

14. **Dispute Resolution:** Consultant and SCPPA shall attempt to resolve conflicts or disputes which arise under this Agreement or which relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. Where Parties are unable to otherwise resolve conflicts or disputes, the Parties agree to attempt to mediate the conflict or dispute by a professional mediator. If mediation does not settle any conflict or dispute the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

Notwithstanding any other term of this Agreement and to the fullest extent permitted by law, both parties agree to waive any consequential, indirect and special damages and agree that the total liability of Consultant to all parties under or in connection with this Agreement and all Task Orders hereunder, whether in contract, tort, negligence, breach or otherwise shall not exceed two times the total fee paid to Consultant hereunder, with the exception of liability for personal injury or death caused by the negligence or willful misconduct of Consultant. Consultant's liability under or in connection with this Agreement or any Task Order shall expire two (2) years from the date of completion of the services pursuant to the applicable Task Order.

15. **Representatives**

Each Parties representative for administration of this Agreement shall be as indicated below. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:	To Consultant:
Bryan Cope	**Mark Gosvener**
1160 Nicole Court	5605 NE Elam Young Pkwy
Glendora, CA 91740	Hillsboro, OR 97124
(626) 793-9364	(888) 883-9879
bcope@scppa.org	markg@esgroupllc.com

All questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Except as otherwise provided herein, the representatives set forth herein shall have authority to give all notices required herein.

Either party may change its address for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery; 2) two calendar days after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

16. **Miscellaneous:**

(a) This Agreement is binding upon and will inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.

(b) If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with, the laws of the State of California.

(c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

17. **Counterparts and Electronic Signatures:** This Agreement may be executed in one or more counterparts, each of which when executed by each party shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____
RICHARD J. MORILLO
General Counsel

and;

EFFICIENCY SERVICES GROUP, LLC.

By: _____
MARK GOSVENER
Chief Operational Officer

EXHIBIT A

TASK ORDER FORM

TASK ORDER No.: [...input number, sequential to prior task orders, if applicable...]

Date: [ ]

Project Description: [ ]

Participating SCPPA Member(s) (if applicable): [ ]

Consultant: [ ]

SCPPA and Contractor acknowledge and agree that, by making Contractor's services available to multiple Members, through SCPPA pursuant to this Agreement, Contractor is able to provide Members substantial benefits that would not otherwise be available by procuring Contractor's services independently, including but not limited to:

- reduced complexity and effort required for Members to develop and implement efficiency-related programs;
- streamlined billing processes; and
- increased purchasing power for Members through economies of scale and scope, leading to significantly lower costs to participating Members and increased visibility of Members and Members' needs by Contractor.

To achieve these economies, Contractor is offering to provide the services listed herein to SCPPA Members. Members may elect to use any one or more of these services, as they may choose on their own accord. In addition, Contractor will provide best efforts to accommodate Members' request(s) for additional services that are not specified herein. Any such additional services would be provided at the labor billing rate schedule presented below.

Consultant, SCPPA and the participating Member(s) ("Participant(s)") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated [..input Master Professional Services Agreement date...], except as specifically modified herein.

Scope of Services

[Add Introduction or General Description of Services, if desired]

Task 1: [ ]

Task 2: [ ]

Task 3: [ ]

[Add tasks as needed]

Compensation and Schedule

[Specify fees and schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Consultant]

Amendment(s) to the Agreement

[Specify, or indicate "None."]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

and;

[... LEGAL ENTITY NAME ...]

By: _____
[... PRINTED NAME IN CAPS ...]
[... printed title ...]

Participant's Acknowledgement and Agreement

By signing this Task Order, Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Consultant and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

[... Name of Participating Member(s), if applicable ...]

By: _____
[... PRINTED NAME IN CAPS ...]
[... printed title ...]

☐ Check here if Participant has indicated acknowledgement and agreement by letter addressed to SCPPA.

RESOLUTION NO. 2018-070

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GOODS AND SERVICES AGREEMENT WITH EFFICIENCY SERVICES GROUP LLC, AND PROVIDING FOR ADDITIONAL CONTRIBUTIONS TO THE AUTHORITY'S REVOLVING GENERAL FUND, AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, certain SCPPA member utilities are engaged in the generation, transmission, and distribution of electrical energy to retail customers, including assisting such customers with the efficient use of said energy; and

WHEREAS, SCPPA members have a need for Efficiency Improvement-related Services and Products ("Services"); and

WHEREAS, SCPPA issued a Request for Qualifications and Quotations (RFQ) seeking firms that are qualified to provide cost-effective Services; and

WHEREAS, Efficiency Services Group LLC ("ESG") was selected to provide Services based upon its experience and response to the RFQ;

WHEREAS, the Authority is willing and able to (i) retain ESG to provide the Services under a Goods and Services Agreement ("Agreement) and (ii) bill all expenses and costs for related Services, including costs for retaining ESG, to the SCPPA members receiving the Services; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1990-15, established a revolving general fund (the General Fund) for the payment of costs and expenses incurred by the Authority from time to time in carrying out its purposes; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1992-1, provided for the continuation of the General Fund and established a procedure to be followed with respect to additional contributions to the General Fund; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1995-2, provided for a separate bank account (the Joint Planning Account) to hold and disburse the additional contributions to the General Fund with respect to joint planning matters; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1995-13, changed the name of the Joint Planning Account to the Restructuring Account; and

WHEREAS, the Board of Directors of the Authority wishes to provide for additional contributions to the General Fund, and the SCPPA members requesting Services are willing to make such additional contributions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Executive Director is authorized and directed to negotiate, complete and execute the Agreement, in substantially final form as included in the agenda packet, with ESG to deliver Services to SCPPA members, provided that such members agree, in writing, to bear all costs and expenses associated with Services provided to such members pursuant to the Agreement, including under one or more Task Orders.

2. The Board of Directors hereby provides for additional contributions to the General Fund. Notwithstanding anything to the contrary in Resolution No. 1992-1, such additional contributions:

   a) shall be solely for the purpose of paying costs and expenses incurred by the Authority with respect to Services provided by ESG and pending application for such purpose the contributions shall not be expended to pay costs or expenses properly allocable to one or more projects as provided in Section 3 of Resolution No. 1992-1;

   b) with respect to each invoice SCPPA receives from ESG each such invoice shall be billed to the SCPPA members receiving Services; and

   c) such invoice shall be billed and collected by adding the amounts provided above to the Authority's Palo Verde Project billings, with such amounts designated as "Resolution No. 2018-070 Charge." In the alternative, if a particular SCPPA member has elected to be billed under the Alternative Billing Method authorized by Resolution 2015-025, then such member shall be billed separately according to the method prescribed therein.

3. Although the amounts to be contributed under this Resolution and related income shall constitute part of the General Fund, they shall be held and accounted for in the Restructuring Account. The Executive Director of the Authority is hereby directed to utilize the Restructuring Account for the purpose of holding contributions and related income, and making disbursements, under this Resolution. The President, Vice President, Secretary, any Assistant Secretary and the Executive Director of the Authority are each authorized to execute checks drawn on the Restructuring Account from time to time.

4. Amounts contributed to and held in the General Fund and the Restructuring Account pursuant to this Resolution will not be contributed or held for the purposes of any project for which the Authority has obtained any form of external financing. Such amounts shall not constitute (a) revenues, or (b) revenues, income, rents or receipts derived by the Authority from or attributable to Authority Capacity (or to the payment of the costs thereof) or the ownership or operation of any Project. As used herein, "Revenues," "Authority Capacity," and "Project" shall have the respective meanings set forth in the indentures of trust and other instruments governing the external financing arrangements entered into from time to time by the Authority.

5. The President, Vice President, Secretary, any Assistant Secretary, Executive Director and any other officer of the Authority are each hereby authorized to execute and deliver any

and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

6. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 19th day of July 2018.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

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RESOLUTION NO. 2021-002

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FIRST AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH EFFICIENCY SERVICES GROUP, LLC EXTENDING THE TERM FOR AN ADDITIONAL THREE YEARS, AND TAKING CERTAIN RELATED ACTIONS.

WHEREAS, the Southern California Public Power Authority ("SCPPA" or "the Authority") owns interests in various generation and transmission projects, the output of which has been sold to members of the Authority ("Members"); and

WHEREAS, SCPPA Members are engaged in planning, development, procurement and operation of generation and transmission assets in connection with the distribution of electrical energy to retail customers, are obligated under the law to first consider procurement of available energy efficiency and demand reduction measures before procuring additional generation or transmission resources; and

WHEREAS, certain SCPPA Members have a need for efficiency-related services and products to assist SCPPA and its Members in improving the operations of their electric utility systems by implementing energy savings measures for residential and commercial customers; and;

WHEREAS, SCPPA and Efficiency Services Group, LLC ("ESG"), are parties to a Goods and Services Agreement ("Agreement") dated July 19, 2018, approved by Resolution No. 2018-070, pursuant to which such services have been provided to Members; and

WHEREAS, the Agreement will expire on July 19, 2021, and SCPPA and ESG desire to extend the term of the Agreement for an additional three (3) year term so that the Agreement will expire on July 19, 2024; and

WHEREAS, SCPPA and ESG desire to establish a "not-to-exceed amount" for the continued provision of such services; and

WHEREAS, the continued services under the Agreement shall be subject to and administered in accordance with the Agreement and Resolution No. 2018-070.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Executive Director is authorized and directed to execute Amendment No. 1 to the Agreement, a form of which has been presented to the Board in connection with this matter.

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2. Continued provision of Services pursuant to the Agreement, as amended, shall be subject to and administered in accordance with the Agreement and Resolution No. 2018-070.

3. The President, Vice President, Secretary, any Assistant Secretary, Executive Director and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

4. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 21st day of January 2021.

DocuSigned by:
Thomas A. Miller
3F5F7220A1D14F8...
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DocuSigned by:
Michael E. Webster
B6AA32131A0048E...
ASSISTANT SECRETARY
Southern California Public
Power Authority

RESOLUTION NO. 2022-034

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SECOND AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH EFFICIENCY SERVICES GROUP, LLC, UPDATING THE INDEMNITY, INSURANCE, AND STANDARD OF CARE PROVISIONS IN THE AGREEMENT, AND TAKING CERTAIN RELATED ACTIONS.

WHEREAS, the Southern California Public Power Authority ("SCPPA" or "the Authority") owns interests in various generation and transmission projects, the output of which has been sold to members of the Authority ("Members"); and

WHEREAS, SCPPA Members are engaged in planning, development, procurement and operation of generation and transmission assets in connection with the distribution of electrical energy to retail customers, are obligated under the law to first consider procurement of available energy efficiency and demand reduction measures before procuring additional generation or transmission resources; and

WHEREAS, certain SCPPA Members have a need for the procurement of efficiency-related services and products; and

WHEREAS, SCPPA and Efficiency Services Group, LLC ("Company"), are parties to a Goods and Services Agreement ("Agreement") dated July 19, 2018, approved by Resolution 2018-070, pursuant to which such services have been provided to Members; and

WHEREAS, since the implementation of the Agreement, SCPPA has updated the requirements in its standard agreements to include additional cyber security coverage, indemnity, and standard of care provisions; and

WHEREAS, SCPPA and Company have agreed to incorporate such provisions into the Agreement; and

WHEREAS, the continued services under the Agreement shall be subject to and administered in accordance with the Agreement, Amendment No. 1, and Amendment No. 2 as approved by this Resolution 2022-034.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Executive Director is authorized and directed to execute Amendment No. 2 to the Agreement, a form of which has been presented to the Board in connection with this matter.

2. Continued provision of services pursuant to the Agreement shall be subject to and administered in accordance with the Agreement as approved by Resolution No. 2018-070, Amendment No.1 as approved by Resolution No. 2021-002, and Amendment No. 2 as approved by this Resolution No. 2022-034.

3. The President, Vice President, Secretary, any Assistant Secretary, Executive Director, and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for conducting the transactions contemplated by this Resolution.

4. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 17th day of March 2021.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

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TASK ORDER No.: Banning-01

Date: January 25, 2023

Project Description: Program Support Services

Participating Member: Banning Electric Utility

Consultant: Efficiency Services Group ("Consultant" or "ESG")

Consultant, SCPPA and the Participating Member ("Participant" or "City") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement ("Agreement") between SCPPA and Consultant dated July 19, 2018, and as amended on January 21, 2021, except as specifically modified herein. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement.

Scope of Services

Consultant will provide support services for Participant's energy efficiency programs as outlined in the scope of work attached as Exhibit A of this Task Order.

Term

This Task Order shall terminate with the Agreement on July 19, 2024. Either party may terminate the Task Order by providing 30-day written notice to the other party.

Compensation

Fees for the Services provided under this Task Order are provided in the Pricing section of Exhibit A of this Task Order. The not to exceed amount for the Services shall be $85,780. Any services provided by Consultant in excess of this $85,780 not to exceed amount, or provided after July 19, 2024, without prior execution of an amendment hereto by the Parties, shall be at Consultant's sole risk and without payment. ESG will bill monthly for services provided.

Consultant shall provide notice to SCPPA and Participating Member prior to and upon reaching the not to exceed amount. Any services provided by Consultant in excess of this authorization, and without prior execution of an amendment hereto by the Parties, shall be at Consultant's sole risk and without payment. For avoidance of doubt SCPPA and Participating Member shall not be liable for any unauthorized excess billings whatsoever.

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Representatives of Participating Member

TOM MILLER
Electric Utility Director
176 E Lincoln St
Banning, CA 92220
tmiller@banningca.gov
(951) 922-3265

AMBER ROCKWELL
C.O.R.E. Manager
176 E Lincoln St
Banning, CA 92220
arockwell@banningca.gov
(951) 849-5224

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
By: Michael S. Webster
B6AA32131A0046E...

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

DocuSigned by:
Armando Arballo
A1C12098FDFB4BB...

ARMANDO ARBALLO
Assistant General Counsel

EFFICIENCY SERVICES GROUP

DocuSigned by:
By: Miranda Boutelle
F7C74B6A42C7441...

MIRANDA BOUTELLE
VP, Operations & Customer Engagement

Participant's Acknowledgement and Agreement

The undersigned hereby attests that she has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other SCPPA members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

BANNING ELECTRIC UTILITY

DocuSigned by:
By: Thomas A. Miller
599CA141D5F1428...

TOM MILLER
Utility Director

DocuSign Envelope ID: CBCF8529-9A6A-4321-95C2-40D33EEFCBB8

Exhibit A

Energy Efficiency Programs Assessment and Administrative Support Scope of Work

Introduction

Efficiency Services Group, LLC ("ESG") is pleased to provide the following Scope of Work to the City for the purpose of providing Public Benefit ("PB") energy efficiency ("EE") program review and administrative support services.

Initial EE Program Review and Setup (One-Time Only)

ESG will perform the following one-time services:

- Review of the City's current residential, commercial and industrial EE programs:
  - Become familiar with current program offers, forms, reporting templates, operational procedures, equipment specifications/requirements, customer/contractor communications, tracking systems, etc.
  - Review current programs and recommend modifications to improve process efficiencies, ensure program compliance, and encourage customer participation.
- Setup the City in ESGs database to include measures, savings and incentive amounts
- Review and update rebate application forms
- Review of any third-party EE contractor agreements to gain understanding of obligations and deliverables (if applicable)
- ESG will develop the ability for customers to apply for EE rebates via online forms from links on the City's web site.
- Provide introductory meetings with the City staff, key local contractors and third-party EE program providers to establish working relationships and open lines of communication

Ongoing Program Support

Office

- Manage residential and non-residential EE rebate programs, including review and processing of rebate applications and project documentation to ensure compliance with program specifications and requirements
- Prepare annual reports for submission to the California Energy Commission as required by SB1037
- Enter customer EE rebates and project details into database
- Provide the City with monthly activity reports which include:
  - Program Summary (current month, YTD and PTD)
  - Measure Summary (current month)
  - Customer/Measure Detail (current month)
  - Customer Rebates (current month)
- Maintain all customer/contractor applications and required project documentation for Evaluation Measurement & Verification and other compliance requirements

- ESG staff will be available to the City on an ongoing basis to assist with questions regarding SB1037 reporting and other issues related to the administration of EE Public Benefit programs

Field

- Provide all aspects of field support (audits/inspections) required to ensure EE programs comply with requirements for rebates that exceed $500
- Provide basic technical guidance and assistance to customers and contractors participating in EE programs
- Maintain all field records and required project documentation
- High bill inquiries by the request of the City

Requests for field visits will be scheduled in a way that provides timely response to customer/contractor requests, while maximizing the use of the field technician's time. ESG will plan to make a field technician available once a month. Field support will be performed by knowledgeable, experienced field technicians.

For the services performed under this Agreement, it is assumed that Energy Engineer credentials are not required for the services performed in this program. If the City determines a need for energy engineering services, ESG can provide these services if so requested and first approved in writing by SCPPA and the City, through our relationships with energy engineering consulting firms. However, those services do not fall under the scope of this Task Order.

Third Party Contractor Oversight

ESG will provide oversight of the City's third-party EE program contractors, including:

- Review of EE contractor's deliverables/responsibilities
- Review of EE contractor's project documentation/reports to ensure that work is complete, accurate and compliant with EE program requirements
- Coordinate with EE contractors and the City's program manager to resolve any questions or issues that arise.

Budget and Goal Tracking

ESG will track and report PB expenditures to the City to ensure that sector budgets are not exceeded, as well as track and report energy savings acquired and progress towards the City's AB2021 goals.

Data Management

ESG maintains a database to process rebates as well as report EE program activity for our client utilities.

Utility Staff Development

Mark Gosvener, COO of ESG is available to provide Participant staff training designed to increase their overall knowledge of energy and electricity, helping them become "Energy Experts". Mark has over 37 years of experience in the energy efficiency industry, and is a proven communicator,

teacher, and facilitator. The information learned in this class is extremely valuable to any Participant employee that interacts with customers. The one-day class can be offered on two consecutive days to accommodate staffing issues. The class has primarily a residential focus. The class emphasizes the following:

- Defining our role as utility employees in the context of a rapidly changing industry
- Increasing knowledge of energy/electricity
- Increasing knowledge of energy consuming equipment
- Increasing knowledge of how customer behavior affects energy use
- Identifying and debunking "Energy Myths"
- Applying that knowledge to help customers better understand and manage their energy use
- Strategies/techniques for handling customer high bill inquiries

Pricing

As provided in the KEEP YOUR COOL COMMERCIAL REFRIGERATION, UTILITY STAFF DEVELOPMENT & PROGRAM SUPPORT SERVICES response submitted by ESG to SCPPA on July 12, 2018 (the "Response"), and Section 1. of the Agreement, the fees for the Services described in this Task Order will be invoiced at an hourly rate as follows for work performed:

Administrative Staff $60/Hour
Field/Technical Staff $80/Hour
Management Staff $115/Hour

As provided in the Response, the fee for the one-day Energy Expert class is $1,900 per day, plus travel expenses.

MASTER GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
RICHARD HEATH AND ASSOCIATES, INC.

This GOODS AND SERVICES AGREEMENT ("Agreement") is dated as of January 1, 2018, by and between Richard Heath and Associates, Inc. ("RHA" or "Contractor"), a California Corporation, located at 590 W. Locust Avenue, Suite 103, Fresno, CA 93650, and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and RHA are also referred to individually as ("Party") and together as ("Parties").

WHEREAS, certain SCPPA member utilities ("Participants") are engaged in the generation, transmission, and distribution of electrical energy to retail customers, including assisting such customers with the efficient use of said energy; and

WHEREAS, Participants have a need for professional and technical services related to resource planning, project management, energy efficiency, engineering analyses and assessment, of various energy systems to continue to provide cost-effective, reliable and environmentally beneficial electric utility service in their respective communities; and

WHEREAS, RHA was considered to be qualified and was selected to perform related services through SCPPA's competitive solicitation process;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be Provided:** SCPPA engages the Contractor to perform all services and related tasks ("Services") identified in Exhibit A to this Agreement. All Services to be provided to SCPPA and/or Participants hereunder are to be set forth in a separate task order ("Task Order") substantially in the form attached hereto as Exhibit B.

   A Member who participates in any Task Order shall be referred herein as the "Participating Member." A Task Order may be made on behalf of SCPPA and/or one or more Members and in all cases shall be signed by the Contractor and SCPPA; provided the Participating Member shall not be liable for any Task Order related costs unless Participating Member(s), at its election, signs the Task Order or submits a letter to SCPPA confirming its participation and funding commitment in form and content mutually acceptable to SCPPA and Participating Member. Contractor will perform the Services within the applicable Task Order at the direction of and on behalf of SCPPA and/or the Participating Member. There may be one or more Task Orders associated with this Agreement. A Task Order may be amended only upon written agreement executed by Contractor and SCPPA and the

Participating Member(s), as may be elected by Participating Member(s). Alternatively, when a Participating Member has elected to confirm its Task Order participation through a letter, the Participating Member may confirm its consent to an amendment of a Task Order by an updated participation letter.

2. **Independent Contractor:** Contractor is an independent contractor, is not an employee of SCPPA or any SCPPA Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Contractor shall furnish the Services in its own manner and method except as required by this Agreement. Contractor shall have no authority, express or implied, to act on behalf of or bind SCPPA or its Members in any capacity whatsoever as agents or otherwise. Contractor may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Contractor shall have an affirmative duty to assure that all subcontractors comply with the same and agree to be bound by its terms. Contractor shall be the responsible party with respect to all actions of its subcontractors. Contractor is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Contractor's time spent at SCPPA, Member, or project location premises shall be subject to normal business hours, appropriate safety standards and security requirements.

3. **Standard of Care:** The Contractor will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by Contractors performing the same or similar services. Contractor shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including Participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.

4. **Changes/Amendments:** The terms and conditions of this Agreement may not be changed except as to a particular Task Order. Any such change can be made in a new Task Order or an amendment to an existing Task Order, all consistent with the requirements of Section 1 above. Any change(s) from the terms and conditions of this Agreement shall only apply to the Services performed under the particular Task Order in which such change(s) were made. Services not expressly set forth herein or in a Task Order are excluded. Contractor shall promptly notify SCPPA and Participating Member(s) if changes to the Scope of Services will affect the schedule, level of effort or payment to Contractor. If Contractor determines that changes should be made to a Task Order, Contractor shall notify SCPPA and Participating Member(s) of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.

5. **Payment:** SCPPA shall pay Contractor for Services in accordance with the terms and payment schedule contained in the applicable Task Order. Each invoice shall include the following:
    a. A reference to SCPPA Resolution No. 2017-113;

b. Name of the Participating Member(s) and the contact information for Participating Member(s) designated representative(s);
c. The basis for the amount invoiced, including a description of services provided, units and costs.

Contractor shall provide all invoices to both the Participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the Participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the Participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period.

6. **Taxes:** Any and all taxes imposed on Contractor's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Contractor. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of SCPPA. SCPPA and Contractor specifically agree that Contractor is not an employee or agent of SCPPA.

7. **Indemnity**: Contractor shall defend, indemnify and hold harmless SCPPA, Participating Member(s) and their officers, agents, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Contractor's employees and agents, or damage or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Contractor, or the Contractor's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, Participating Member(s) and their officers, agents, representatives or employees.

8. **Intellectual Property Infringement.** Contractor shall defend, indemnify and hold SCPPA and Member(s) free and harmless from and against any loss, cost and expense that SCPPA or any Participating Member(s) incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Contractor's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Contractor of any such claim; (ii) SCPPA must in writing grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Contractor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and Participating Member(s) must cooperate with Contractor to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SCPPA, Participating Member(s) or others. In the event of any such infringement claim, Contractor, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA the right to continue using the

Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

9. **Insurance.** Contractor shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

   (a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

   (b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Contractor's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence, an annual aggregate of two million dollars ($2,000,000), and a products/completed operations aggregate of two million dollars ($2,000,000). Such policy shall cover SCPPA and each Participating Member as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or its Members.

   (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Contractor in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

   (d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars ($1,000,000).

   The insurance to be provided by Contractor under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA of Participating Member(s) for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Member(s) under the policy; (iii) provides coverage to SCPPA or Participating Member(s) 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 SCPPA's or the Participating Members' rights under this Agreement.

Contractor shall furnish SCPPA a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Contractor shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. **Term and Termination:** The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this Section 10, at which time it shall either expire or be extended for one (1) additional term of three (3) years in writing by SCPPA, subject again to earlier termination in accordance with this Section 10; provided, that in no case shall this Agreement expire while Services pursuant to any Task Order remain to be completed. SCPPA's decision to grant an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Contractor for all Services rendered up to the date of termination plus reasonable expenses for winding down the Services. Any rights or obligations pursuant to Sections 5, 6, 7, 8, and 11 shall survive the expiration or termination of this Agreement.

11. **Use and Ownership of Work Products:**

    (a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.

    (b) SCPPA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Contractor obtains no rights therein.

12. **Information Provided by Others:** To the extent available reasonably available to SCPPA or the Participating Members(s), and not otherwise subject to any confidentiality requirement, SCPPA, the Participating Member(s), or both shall provide to the Contractor in a timely manner any information reasonably needed to perform the Services hereunder. Contractor may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Contractor by SCPPA or its Participating Member(s) shall be deemed Confidential Information subject to Section 13 of this Agreement. The term "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a Participating Member(s), such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a Participating Member(s), either verbally, in writing, or electronically.

13. **Confidential Information:** With respect to any information supplied in connection with this Agreement, Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any Participating Member to Contractor or any of Contractor's subcontractors; and (2) Customer Responses collected by Contractor or any of Contractor's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. The recipient agrees to protect the Confidential Information in a reasonable and appropriate manner, and to use and reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose.

    Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a SCPPA Member Customer contacted by Contractor in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Contractor in connection with this Agreement shall be considered the Confidential Information of Contractor.

    In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Contractor's Confidential Information subject to this Agreement, SCPPA shall promptly notify Contractor of such request and shall follow Contractor's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Contractor. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Contractor of such litigation, and SCPPA shall have no other duty or obligation to Contractor under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Contractor, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise arising from the denial of access to Contractor's Confidential Information to said third party.

    Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Contractor to SCPPA and its designated representatives, and to no other party. Contractor shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Contractor will retain the Confidential Information only so long as it is necessary to perform Contractor's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Contractor will retain no copies of the Confidential Information.

Contractor shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13.

14. **Dispute Resolution:** Contractor and SCPPA shall attempt to resolve conflicts or disputes which arise under this Agreement or which relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. Where Parties are unable to otherwise resolve conflicts or disputes, the Parties agree to attempt to mediate the conflict or dispute by a professional mediator. If mediation does not settle any conflict or dispute the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

15. **Representatives**

Each Parties representative for administration of this Agreement, such as notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:
Bryan Cope
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
bcope@scppa.org

To Contractor:
Stacey Alexander
590 W. Locust St., Suite 103
Fresno, CA 93560
(559) 447-7040
SAlexander@rhainc.com; and
contracts@rhainc.com

All questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Except as otherwise provided herein, the representatives set forth herein shall have authority to give all notices required herein.

Either party may change its address for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery; 2) two calendar days after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

16. **Miscellaneous:**

(a) This Agreement is binding upon and will inure to the benefit of SCPPA and Contractor and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.

(b) If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with, the laws of the State of California.

(c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

17. **Counterparts and Electronic Signatures:** This Agreement may be executed in one or more counterparts, each of which when executed by each party shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: Theodore Bentley For
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

Daniel S. Hashimi
Senior Assistant General Counsel

and;

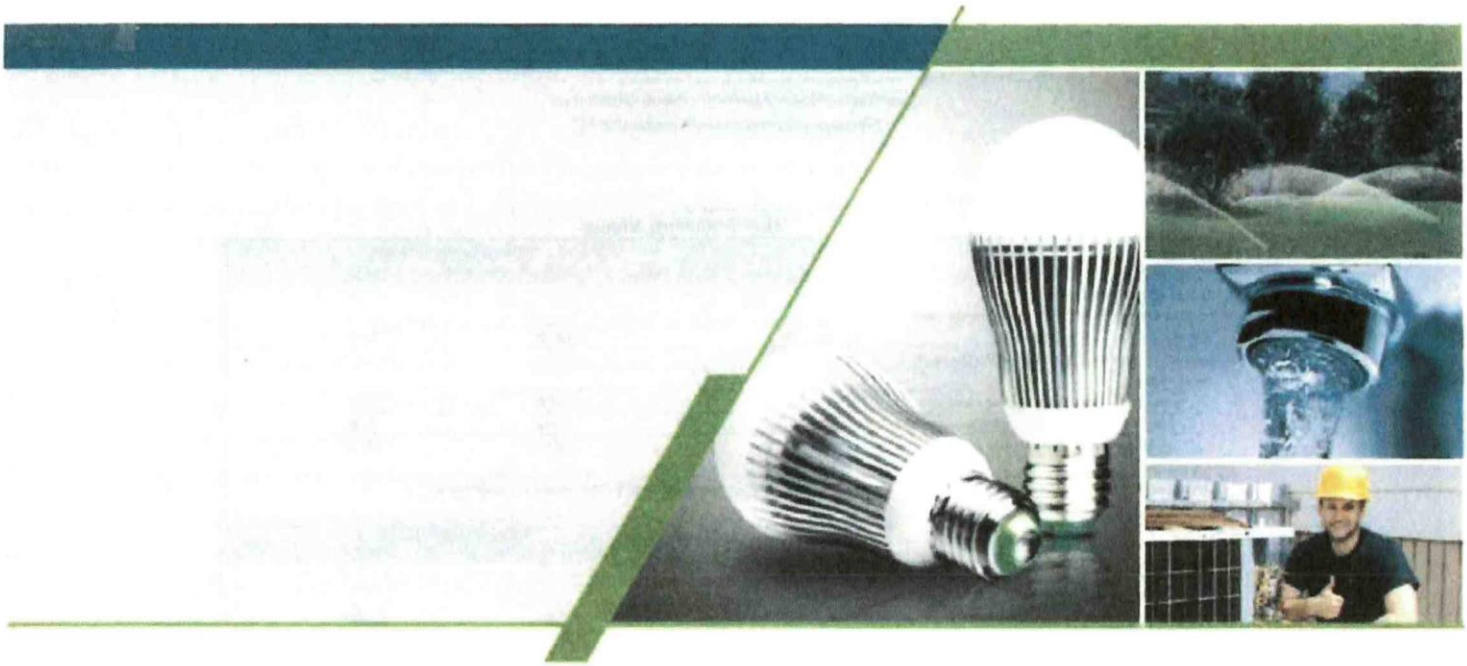
RICHARD HEATH & ASSOCIATES, INC.

By: Stacey Alexander
Stacey Alexander
Chief Financial Officer

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT TERMS

EXHIBIT A



Request for Quotations for Efficiency-related Services and Products
Pricing Tables and Fee Schedules

Effective January 1st , 2018

Submitted to:

SCPPA

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

Submitted by:

RHA
program design + management

Richard Heath and Associates, Inc.
570 W. Locust Ave.
Suite 103
Fresno, CA 93650

a. Attachment 1:

Exemplary Summary Table of all Non-Prevailing Wages

Southern California Public Power Authority
Efficiency Services and Products RFQ

Respondent Name: Richard Heath & Associates, Inc.

Non-Prevailing Wages

Services						
		Prices per Square Feet				
		Tier I <	1,200	Tier II>	1,201	
1. Energy and/or Water Audits						
Residential Energy Audit (Minimum $160 per audit)						
Energy Audit (Lighting and HVAC)			$0.16	-	$0.15	
Residential Water Audit (Minimum $150 per audit)						
Water Audit						
Interior (Leakage & equipment review)		-	$0.05	-	$0.04	
Exterior (Landscape, leakage & equipment review)		-	$0.10	-	$0.09	
Combined Audit (Interior and Exterior/Landscaping Audit)		-	$0.13		$0.12	
Solar Analysis						
Residential	Refer to Section 10. Additional Services for T&M Rates.					
		Prices per Square Feet				
		Tier II	15,000-75,000	Tier III>	75,001	
Commercial/Industrial/Institutional (Minimum of $2,500 per audit)						
ASHRAE Audit Energy Audit Level I			$0.060		$0.050	
ASHRAE Audit Energy Audit Level II			$0.090		$0.070	
ASHRAE Audit Energy Audit Level III	(Refer to Engineering Services-Fee Schedule)					
Software Energy Modeling (eQuest,EnergyPro, etc...)			$0.050		$0.040	
Lighting			$0.030		$0.030	
Mechanical/HVAC			$0.045		$0.045	
Solar Audit						
Non-Residential	(Refer to Engineering Services-Fee Schedule)					
Water Audit						
Interior (Leakage & Water Devices)			$0.04		$0.03	
Exterior (Landscape, leakage & equipment review)			$0.06		$0.05	
Industrial/Commercial-Processes	(Refer to Engineering Services Fee Schedule)					
Water Timer/Control - Installation and Programming (Includes Parts and Labor)			$462.00		$438.90	$425.04
		Prices per Quantities				
		1 -	500	501 -	1,000	1001 +
2. Home Performance Evaluations						
Blower Door testing			$125.00		$122.50	$120.05
Duct Pressure testing			$125.00		$118.75	$116.38
Combustion Safety tests			$105.00		$99.75	$97.76
Air Conditioner Refrigerant Charge tests (*Includes refrigerant and airflow verification*)			$275.00		$261.25	$256.06
Air Balance tests (supply and return)			$375.00		$356.25	$349.13
3. Direct Installation						
See products pricing						
4. Upstream Efficiency Rebate Programs						
Program Manager	(Hourly)			$ 105.00		
Program Coordinator	(Hourly)			$ 55.00		
Field Representative	(Hourly)			$ 75.00		
5. Quality Assurance / Quality Control Testing						
Residential Inspection Audits	(per Unit price)	-	$100.00	-	$98.00	$96.04
Commercial Inspection Audits	(Hourly)	-	$95.00	-	$93.10	$91.24
Blower Door testing	(per Unit price)	-	$125.00	-	$122.50	$120.05
Duct Pressure testing	(per Unit price)	-	$125.00	-	$118.75	$116.38
Combustion Safety tests	(per Unit price)	-	$105.00	-	$99.75	$97.76
Air Conditioner Refrigerant Charge tests (*Includes refrigerant and airflow verification*)		-	$275.00	-	$261.25	$256.03
Air Balance tests (supply and return)		-	$375.00	-	$356.25	$349.13
Other (specify) - Oher Home Performance Evaluation Activities	(Refer to Engineering Services Fee Schedule)					

6. Customer Financing Support		
Finance Program Design Specialist	(Hourly)	$ 70.00
Program Coordinator	(Hourly)	$ 55.00
7. Billing Data Analysis		
Energy Engineer III	(Hourly)	$ 94.35
Energy Engineer II	(Hourly)	$ 83.25
Energy Engineer I	(Hourly)	$ 75.00
Program Manager	(Hourly)	$ 90.00
Program Assistant	(Hourly)	$ 46.95
8. Engineering Services		
Director of Engineering	(Hourly)	$ 150.00
Professional Engineer	(Hourly)	$ 165.00
Energy Engineer Manager II	(Hourly)	$ 105.00
Energy Engineer III	(Hourly)	$ 94.35
Energy Engineer II	(Hourly)	$ 83.25
Energy Engineer I	(Hourly)	$ 75.00
Energy Engineer Assistant	(Hourly)	$ 48.00
9. Demand Response Programs		
Program Manager	(Hourly)	$ 90.00
Energy Engineer II	(Hourly)	$ 83.25
Energy Engineer Assistant	(Hourly)	$ 48.00
Electrical Technician	(Hourly)	$ 58.00
Program Assistant	(Hourly)	$ 46.95
10. Additional Services		
Basic AC Tune-Up	(Hourly)	$ 58.00
Advance AC Tune-Up	(Hourly)	$ 58.00
Database Support and Project Tracking	(Hourly)	$ 94.35
Other Related Services		
Director of Engineering	(Hourly)	$ 150.00
Program Manager	(Hourly)	$ 90.00
Program Coordinator	(Hourly)	$ 55.00
Program Assistant	(Hourly)	$ 46.95
Professional Engineer	(Hourly)	$ 165.00
Energy Engineer Manager II	(Hourly)	$ 105.00
Energy Engineer III	(Hourly)	$ 94.35
Energy Engineer II	(Hourly)	$ 83.25
Energy Engineer I	(Hourly)	$ 75.00
Energy Engineer Assistant	(Hourly)	$ 48.00
Electrical Technician	(Hourly)	$ 58.00
HVAC Technician	(Hourly)	$ 46.95

b. Exhibit 1:

Energy and/or Water Audits – Non-Prevailing Wages

Services	Prices per Square Feet				
	Tier I <	1,200	Tier II>	75,001	1,201
1. Energy and/or Water Audits					
Residential Energy Audit (Minimum $160 per audit)					
Energy Audit (Lighting and HVAC)		$0.16		-	$0.15
Residential Water Audit (Minimum $150 per audit)					
Water Audit					
Interior (Leakage & equipment review)	-	$0.05		-	$0.04
Exterior (Landscape, leakage & equipment review)	-	$0.10		-	$0.09
Combined Audit (Interior and Exterior/Landscaping Audit)	-	$0.13			$0.12
Solar Analysis					
Residential	Refer to Section 10. Additional Services for T&M Rates.				
Commercial/Industrial/Institutional (Minimum of $2,500 per audit)					
ASHRAE Audit Energy Audit Level I		$0.060			$0.050
ASHRAE Audit Energy Audit Level II		$0.090			$0.070
ASHRAE Audit Energy Audit Level III	(Refer to Engineering Services-Fee Schedule)				
Software Energy Modeling (eQuest,EnergyPro, etc...)		$0.050			$0.040
Lighting		$0.030			$0.030
Mechanical/HVAC		$0.045			$0.045
Solar Audit					
Non-Residential	(Refer to Engineering Services-Fee Schedule)				
Water Audit					
Interior (Leakage & Water Devices)		$0.04			$0.03
Exterior (Landscape, leakage & equipment review)		$0.06			$0.05
Industrial/Commercial-Processes	(Refer to Engineering Services Fee Schedule)				
Water Timer/Control - Installation and Programming (Includes Parts and Labor)		$462.00			$438.90	$425.04

c. Exhibit 2:

Home Performance Evaluations – Non-Prevailing Wages

Services	Prices per Quantities				
	1 -	500	501	- 1,000	1001
2. Home Performance Evaluations					
Blower Door testing		$125.00		$122.50	$120.05
Duct Pressure testing		$125.00		$118.75	$116.38
Combustion Safety tests		$105.00		$99.75	$97.76
Air Conditioner Refrigerant Charge tests (*Includes refrigerant and airflow verification*)		$275.00		$261.25	$256.06
Air Balance tests (supply and return)		$375.00		$356.25	$349.13

d. Exhibit 3:

Direct Installation – Non-Prevailing Wages

Services	Prices per Quantities			
	1 -	500	501 -	1,000	1001
3. Direct Installation					
See products pricing					

e. Exhibit 4:

Upstream Efficiency Rebate Program – Non-Prevailing Wages

Services		Prices per Quantities				
		1 -	500	501	- 1,000	1001
4. Upstream Efficiency Rebate Programs						
Program Manager	(Hourly)			$ 105.00		
Program Coordinator	(Hourly)			$ 55.00		
Field Representative	(Hourly)			$ 75.00		

f. Exhibit 5:

Quality Assurance / Quality Control – Non-Prevailing Wages

Services		Prices per Quantities				
		1 -	500	501 -	1,000	1001
5. Quality Assurance / Quality Control Testing						
Residential Inspection Audits	(per Unit price)	-	$100.00	-	$98.00	$96.04
Commercial Inspection Audits	(Hourly)	-	$95.00	-	$93.10	$91.24
Blower Door testing	(per Unit price)	-	$125.00	-	$122.50	$120.05
Duct Pressure testing	(per Unit price)	-	$125.00	-	$118.75	$116.38
Combustion Safety tests	(per Unit price)	-	$105.00	-	$99.75	$97.76
Air Conditioner Refrigerant Charge tests (*Includes refrigerant and airflow verification*		-	$275.00	-	$261.25	$256.03
Air Balance tests (supply and return)		-	$375.00	-	$356.25	$349.13
Other (specify) - Oher Home Performance Evaluation Activities	(Refer to Engineering Services Fee Schedule)					

g. Exhibit 6:

Customer Financing Support – Non-Prevailing Wages

Services		Prices per Quantities				
		1 -	500	501	- 1,000	1001
6. Customer Financing Support						
Finance Program Design Specialist	(Hourly)			$ 70.00		
Program Coordinator	(Hourly)			$ 55.00		

h. Exhibit 7:

Billing Data Analysis – Non-Prevailing Wages

Services		Prices per Quantities				
		1 -	500	501	- 1,000	1001
7. Billing Data Analysis						
Energy Engineer III	(Hourly)			$ 94.35		
Energy Engineer II	(Hourly)			$ 83.25		
Energy Engineer I	(Hourly)			$ 75.00		
Program Manager	(Hourly)			$ 90.00		
Program Assistant	(Hourly)			$ 46.95		

i. Exhibit 8:

Engineering Services – Non-Prevailing Wages

Services		Prices per Quantities				
		1 -	500	501	- 1,000	1001
8. Engineering Services						
Director of Engineering	(Hourly)			$ 150.00		
Professional Engineer	(Hourly)			$ 165.00		
Energy Engineer Manager II	(Hourly)			$ 105.00		
Energy Engineer III	(Hourly)			$ 94.35		
Energy Engineer II	(Hourly)			$ 83.25		
Energy Engineer I	(Hourly)			$ 75.00		
Energy Engineer Assistant	(Hourly)			$ 48.00		

j. Exhibit 9:

Demand Response Programs – Non-Prevailing Wages

Services		Prices per Quantities		
		1 - 500	501 - 1,000	1001
9. Demand Response Programs				
Program Manager	(Hourly)		$ 90.00	
Energy Engineer II	(Hourly)		$ 83.25	
Energy Engineer Assistant	(Hourly)		$ 48.00	
Electrical Technician	(Hourly)		$ 58.00	
Program Assistant	(Hourly)		$ 46.95	

k. Exhibit 10:

Additional Services – Non-Prevailing Wages

Services		Prices per Quantities				
		1 -	500	501 -	1,000	1001
10. Additional Services						
Basic AC Tune-Up	(Hourly)			$ 58.00		
Advance AC Tune-Up	(Hourly)			$ 58.00		
Database Support and Project Tracking	(Hourly)			$ 94.35		
Other Related Services						
Director of Engineering	(Hourly)			$ 150.00		
Program Manager	(Hourly)			$ 90.00		
Program Coordinator	(Hourly)			$ 55.00		
Program Assistant	(Hourly)			$ 46.95		
Professional Engineer	(Hourly)			$ 165.00		
Energy Engineer Manager II	(Hourly)			$ 105.00		
Energy Engineer III	(Hourly)			$ 94.35		
Energy Engineer II	(Hourly)			$ 83.25		
Energy Engineer I	(Hourly)			$ 75.00		
Energy Engineer Assistant	(Hourly)			$ 48.00		
Electrical Technician	(Hourly)			$ -		
HVAC Technician	(Hourly)			$ -		

I. Exhibit 11:

Products Pricing for Direct Installation – Non-Prevailing Wages

Southern California Public Power Authority
Efficiency Services and Products RFQ
Exemplary Price Table

Respondent Name: **Richard Heath & Associates, Inc.**

Non-Prevailing Wage

Products	Unit Prices per Quantities		
	1 - 500	501 - 1000	1001 +
Interior Lighting			
Linear Fluorescent Retrofit			
4ft 4L 32W T8 High Perf w/EB	$80.00	$78.40	$76.83
4ft 4L 32W T8 High Perf w/2EB	$93.00	$91.14	$89.32
4ft 3L 32W T8 High Perf w/2EB	$85.00	$83.30	$81.63
4ft 3L 32W T8 High Perf w/Elec	$72.00	$70.56	$69.15
4ft 2L w/EB (Retro)	$58.00	$56.84	$55.70
4ft 2L T8 U6 w/EB	$71.00	$69.58	$68.19
4ft 1L 32W T8 High Perf w/EB	$56.00	$54.88	$53.78
8ft 4L T8 High Perf w/2EB	$142.00	$139.16	$136.38
8ft 4L T8 High Perf w/EB	$111.00	$108.78	$106.60
8ft 2L T8 w/EB	$100.00	$98.00	$96.04
8ft 2L 28-32W w/EB & retro kit	$112.00	$109.76	$107.56
8ft 2L T8HO w/EB (Retrofit)	$146.00	$143.08	$140.22
8ft 1L T8 w/EB	$80.00	$78.40	$76.83
6ft 4L 28-32W w/EB & retro kit	$110.00	$107.80	$105.64
6ft 2L 28-32W w/EB & retro kit	$93.00	$91.14	$89.32
3ft 2L 25W 2nd gen T8 w/EB	$65.50	$64.19	$62.91
3ft 1L 25W 2nd gen T8 w/EB	$60.00	$58.80	$57.62
3ft 4L 25W 2nd gen T8 w/EB (6-ft conv kit)	$95.00	$93.10	$91.24
2ft 4L F17 2nd gen T8 w/EB	$68.00	$66.64	$65.31
2ft 2L 32T8 U6 w/EB	$71.00	$69.58	$68.19
2ft 2L F17 2nd gen T8 w/EB	$60.00	$58.80	$57.62
2ft 1L F17 2nd gen T8 w/EB	$57.00	$55.86	$54.74

4ft tube guard	-	$10.00	-	$9.80	-	$9.60
8ft tube guard		$10.00		$9.80		$9.60
Clear Acrylic Lens Cover (wrap fixture)	-	$59.00	-	$57.82	-	$56.66
Clear Acrylic Lens Cover	-	$18.00	-	$17.64	-	$17.29
Linear Fluorescent New Fixture	-		-		-	
4ft 2L w/EB (New Fixt)		$111.00		$108.78		$106.60
8ft 2L T8HO w/EB (New Fixt)	-	$137.00	-	$134.26	-	$131.57
T8 Lamps	-		-		-	
8ft T8 Bulbs Only	-	$9.00	-	$8.82	-	$8.64
4ft T8 Bulbs Only		$7.00		$6.86		$6.72
INTERIOR LIGHTING T8 DELAMPING						
4ft Retrofit / Delamping						
4ft 3L T8 Retro/Delamp	-	$102.00	-	$99.96	-	$97.96
4ft 2L T8 Retro/Delamp	-	$74.00	-	$72.52	-	$71.07
4ft New Fixture / Delamping						
4ft 4L T8 New Fix/Delamp		$166.00		$162.68		$159.43
4ft 3L T8 New Fix/Delamp	-	$163.00	-	$159.74	-	$156.55
4ft 2L T8 New Fix/Delamp	-	$154.00	-	$150.92	-	$147.90
4ft F25T8 retrofit / Delamping with Anti-Striation Ballast	-		-		-	
4ft 3 Lamp F25T8 Retrofit		$125.00		$122.50		$120.05
4ft 2 Lamp F25T8 Retrofit		$96.00		$94.08		$92.20
4ft 1 Lamp F25T8 Retrofit	-	$89.00	-	$87.22	-	$85.48
HID Replacement to Linear Florescent Fixture	-		-		-	
4ft 4 Lamp T8 High Bay Fixture	-	$264.00	-	$258.72	-	$253.55
4ft 2 Lamp T5HO High Bay Fixture		$270.00		$264.60		$259.31
4ft 6 Lamp T8 High Bay Fixture		$288.00		$282.24		$276.60
4ft 4 Lamp T5HO High Bay Fixture	-	$300.00	-	$294.00	-	$288.12
4ft 8 Lamp T8 High Bay Fixture	-	$327.00	-	$320.46	-	$314.05
4ft 6 Lamp T5HO High Bay Fixture	-	$335.00	-	$328.30	-	$321.73
4ft 10 Lamp T8 High Bay Fixture	-	$442.00	-	$433.16	-	$424.50
4ft 8 Lamp T5HO High Bay Fixture		$428.00		$419.44		$411.05
8ft T12 HO Exterior Retrofit to 8ft T8 HO						
8ft 1 Lamp T8HO Exterior Retrofit	-	$92.00	-	$90.16	-	$88.36
8ft 2 Lamp T8HO Exterior Retrofit	-	$103.00	-	$100.94	-	$98.92
8ft 3 Lamp T8HO Exterior Retrofit		$137.00		$134.26		$131.57
8ft 4 Lamp T8HO Exterior Retrofit		$162.00		$158.76		$155.58
8ft 6 Lamp T8HO Exterior Retrofit	-	$207.00	-	$202.86	-	$198.80

CFLs	-		-		-	
CFL 5-13W**	-	$21.00	-	$20.58	-	$20.17
5 W Screw-n CFL**	-	$21.00	-	$20.58	-	$20.17
7 W Screw-in CFL**	-	$21.00	-	$20.58	-	$20.17
9 W Screw-in CFL**	-	$21.00	-	$20.58	-	$20.17
9 W Globe CFL**	-	$21.00	-	$20.58	-	$20.17
13W/60W Spiral - Indoor CFL**	-	$21.00	-	$20.58	-	$20.17
CFL 14-26W						
11 W Screw-in CFL**		$21.00		$20.58		$20.17
14 W A-Type Screw-in**	-	$22.00	-	$21.56	-	$21.13
14W Screw-in CFL**	-	$17.00	-	$16.66	-	$16.33
18W Screw-in CFL**	-	$22.00	-	$21.56	-	$21.13
23W Screw-in CFL**	-	$18.00	-	$17.64	-	$17.29
>= 27W**	-	$25.00	-	$24.50	-	$24.01
I 27W/100W Spiral Indoor CFL**		$22.00		$21.56		$21.13
CFL 11W R20**		$21.00		$20.58		$20.17
9 W R20 Flood Type**	-	$21.00	-	$20.58	-	$20.17
11 W R20 Flood Type R20 2700K**	-	$22.00	-	$21.56	-	$21.13
11 W R20 Flood Type R20 4000K**	-	$22.00	-	$21.56	-	$21.13
CFL 15W R30**	-	$21.00	-	$20.58	-	$20.17
9W CFL Candle/Base**	-	$19.00	-	$18.62	-	$18.25
CFL Indoor Flood, 14 W R20**	-	$22.00	-	$21.56	-	$21.13
CFL Indoor Flood, 15 W R30 2700K**	-	$22.00	-	$21.56	-	$21.13
23W CFL PAR38 2700K**	-	$25.00	-	$24.50	-	$24.01
14W CFL PAR20 2700K**	-	$19.00	-	$18.62	-	$18.25
19 W CFL R40 2700K**	-	$25.00	-	$24.50	-	$24.01
19 W Screw-in Par 38 CFL**	-	$23.00	-	$22.54	-	$22.09
20 W Screw-in Par 38 CFL**	-	$23.00	-	$22.54	-	$22.09
CFL Indoor Flood, 20 W R40 2700K**	-	$23.00	-	$22.54	-	$22.09
CFL Indoor Flood, 20 W R30 3200K**	-	$23.00	-	$22.54	-	$22.09
CFL Indoor Flood, 25 W R30 2700K**	-	$21.00	-	$20.58	-	$20.17
32W CRL Wall Pack Fixture**	-	$129.00	-	$126.42	-	$123.89
CFL 65W Floodlight Fixture**	-	$132.00	-	$129.36	-	$126.77
CFL 65W Yardlight Fixture**	-	$129.00	-	$126.42	-	$123.89
PAR16 / MR16 Incandescent to CFL 9-11 W PAR16	-		-		-	
9W PAR16**	-	$32.00	-	$31.36	-	$30.73
11W PAR16**	-	$32.00	-	$31.36	-	$30.73
PAR20 Incandescent to CFL 9-14W PAR20	-		-		-	

9W PAR20**	-	$30.00	-	$29.40	-	$28.81
11W PAR20**	-	$30.00	-	$29.40	-	$28.81
14W PAR20**	-	$30.00	-	$29.40	-	$28.81
PAR30 Incandescent to CFL 15-19W PAR30	-		-		-	
19W PAR30**	-	$30.00	-	$29.40	-	$28.81
PAR38 CFL 19-23W PAR38	-		-		-	
19W PAR38**	-	$31.00	-	$30.38	-	$29.77
20W PAR38**	-	$31.00	-	$30.38	-	$29.77
23W PAR38**	-	$31.00	-	$30.38	-	$29.77
PAR16 / MR16 Incandescent to CMH PAR16	-		-		-	
20W PAR16**	-	$109.80	-	$107.60	-	$105.45
PAR20 Incandescent to CMH PAR20	-		-		-	
20W PAR20**	-	$72.00	-	$70.56	-	$69.15
39W PAR20**	-	$85.00	-	$83.30	-	$81.63
PAR30 Incandescent to CMH PAR30						
20W PAR30**		$60.00		$58.80		$57.62
35W PAR30**	-	$72.00	-	$70.56	-	$69.15
70W PAR30**	-	$85.00	-	$83.30	-	$81.63
HID Fixture Replacement to CFL	-		-		-	
80W CFL Spiral 120V Retrofit**	-	$162.00	-	$158.76	-	$155.58
100W CFL Spiral 120V/277V Retrofit**	-	$174.00	-	$170.52	-	$167.11
150W CFL Spiral 120V/277V Retrofit**	-	$195.00	-	$191.10	-	$187.28
200W CFL Spiral 120V/277V Retrofit**	-	$209.00	-	$204.82	-	$200.72
HID Wall pack Replacement to CFL Wall pack	-		-		-	
42W CFL Wall pack Fixture**	-	$148.00	-	$145.04	-	$142.14
Chandelier Incandescent replacement to CFL Chandelier	-		-		-	
2W CFL Tear Drop Candelabra**	-	$26.00	-	$25.48	-	$24.97
14W CFL Tear Drop Candelabra**	-	$26.00	-	$25.48	-	$24.97
5W CFL Flame Tip Bulb**		$26.00		$25.48		$24.97
Cold Cathode CFL (1-6W)**		$26.00		$25.48		$24.97
Cold Cathode CFL (7-15W)**	-	$31.00	-	$30.38	-	$29.77
LED Lighting	-		-		-	
4ft LED Retrofit						
4ft 4L Linear LED Retrofit		$149.00		$146.02		$143.10
4ft 3L (6pc) LED Retrofit Bi-Level	-	$142.00	-	$139.16	-	$136.38
4ft 4L LED Retrofit Plug-n-Play	-	$108.00	-	$105.84	-	$103.72
4ft 3L Linear LED Retrofit	-	$116.00	-	$113.68	-	$111.41

4FT 2L LED lamp only Plug-n-Play		$55.00		$53.90		$52.82
4FT 4L LED lamp only Plug-n-Play		$81.00		$79.38		$77.79
4FT 3L LED lamp only Plug-n-Play	-	$68.00	-	$66.64	-	$65.31
4ft 3L LED Retrofit Plug-n-Play	-	$95.00	-	$93.10	-	$91.24
4ft 2L Linear LED Retrofit		$96.00		$94.08		$92.20
4ft 4L LED (New Fixt)		$192.00		$188.16		$184.40
4ft 2L LED Retrofit Plug-n-Play	-	$80.00	-	$78.40	-	$76.83
4ft 1L LED Retrofit Plug-n-Play	-	$67.00	-	$65.66	-	$64.35
4ft 1L Linear LED Retrofit	-	$81.00	-	$79.38	-	$77.79
4ft 1L (2pc) LED Retrofit		$73.00		$71.54		$70.11
2ft 2L U6 (3pc) LED Retrofit		$90.00		$88.20		$86.44
4ft 2L (4pc) LED Retrofit	-	$98.00	-	$96.04	-	$94.12
4ft 3L (6pc) LED Retrofit		$120.00		$117.60		$115.25
4ft 4L (8pc) LED Retrofit		$153.00		$149.94		$146.94
4ft T8 Tubes with Daylight Harvesting (Ballast with Sensor)	-		-		-	
4ft 1L LED With Daylight Harvesting Ballast and sensor	-	$191.00	-	$187.18	-	$183.44
4ft 2L LED With Daylight Harvesting Ballast and sensor		$209.00		$204.82		$200.72
4ft 3L LED With Daylight Harvesting Ballast and sensor	-	$230.00	-	$225.40	-	$220.89
4ft 4L LED With Daylight Harvesting Ballast and sensor	-	$248.00	-	$243.04	-	$238.18
4ft T8 Strips with Daylight Harvesting (Ballast with Sensor)	-		-		-	
4ft (2 PCS) LED With Daylight Harvesting Ballast and sensor	-	$190.00	-	$186.20	-	$182.48
4ft (4 PCS) LED With Daylight Harvesting Ballast and sensor		$206.00		$201.88		$197.84
4ft (6 PCS) LED With Daylight Harvesting Ballast and sensor		$226.00		$221.48		$217.05
4ft (8 PCS) LED With Daylight Harvesting Ballast and sensor	-	$242.00	-	$237.16	-	$232.42
4ft LED Retrofit / Delamping	-		-		-	
4ft 3L LED Retrofit 57W	-	$137.00	-	$134.26	-	$131.57
4ft 2L LED Retrofit 38W	-	$99.00	-	$97.02	-	$95.08
4ft 1L LED Retrofit 19W	-	$84.00	-	$82.32	-	$80.67
4ft LED New Fixture / Delamping	-		-		-	
4ft 3L LED New Fixture	-	$205.00	-	$200.90	-	$196.88
4ft 2L LED New Fixture	-	$180.00	-	$176.40	-	$172.87
4ft 1L LED Fixture 19W	-	$145.00	-	$142.10	-	$139.26
Chandelier Incandescent replacement to LED Chandelier	-		-		-	
3W LED Dimmable Candelabra	-	$34.00	-	$33.32	-	$32.65

Incandescent Replacement to LED	-		-		-	
9W A-type LED	-	$34.00	-	$33.32	-	$32.65
12W A-type LED	-	$34.00	-	$33.32	-	$32.65
7W Globe-Type LED	-	$37.07	-	$36.33	-	$35.60
9W Globe-Type LED		$40.00		$39.20		$38.42
12W Globe-Type LED		$40.00		$39.20		$38.42
PAR16 / MR16 incandescent to LED 2-6 W PAR16 / MR16	-		-		-	
LED 5W PAR/MR16	-	$42.00	-	$41.16	-	$40.34
LED 5W GU10 PAR/MR16	-	$44.00	-	$43.12	-	$42.26
4W PAR16	-	$42.00	-	$41.16	-	$40.34
6W PAR16	-	$42.00	-	$41.16	-	$40.34
10W PAR16	-	$42.00	-	$41.16	-	$40.34
PAR20 Incandescent to LED 3-9WPAR20	-		-		-	
3W PAR20		$39.00		$38.22		$37.46
4W PAR20		$39.00		$38.22		$37.46
6W PAR20	-	$39.00	-	$38.22	-	$37.46
8W PAR20	-	$39.00	-	$38.22	-	$37.46
PAR30 Incandescent to LED 7-19W PAR30	-		-		-	
7W PAR30	-	$45.00	-	$44.10	-	$43.22
LED 16W PAR30	-	$45.00	-	$44.10	-	$43.22
8W PAR30		$45.00		$44.10		$43.22
10W PAR30		$45.00		$44.10		$43.22
11W PAR30		$45.00		$44.10		$43.22
13W PAR30	-	$45.00	-	$44.10	-	$43.22
14W PAR30	-	$45.00	-	$44.10	-	$43.22
15W PAR30	-	$45.00	-	$44.10	-	$43.22
19W PAR30	-	$45.00	-	$44.10	-	$43.22
PAR38 Incandescent to LED 16-23W PAR38	-		-		-	
13W PAR38	-	$50.00	-	$49.00	-	$48.02
16W PAR38	-	$50.00	-	$49.00	-	$48.02
20W PAR38	-	$50.00	-	$49.00	-	$48.02
23W PAR38	-	$50.00	-	$49.00	-	$48.02
LED Wall Packs	-		-		-	
100W LED Bulb	-	$285.00	-	$279.30	-	$273.71
30W LED Wall Pack 5000K	-	$292.50	-	$286.65	-	$280.92
60W LED Wall Pack 5000K	-	$326.00	-	$319.48	-	$313.09
90W LED Wall Pack 5000K	-	$356.00	-	$348.88	-	$341.90

80W LED Wall Pack High Power		$423.00		$414.54		$406.25
150W LED Wallpack High Power		$543.00		$532.14		$521.50
200W LED Wallpack High Power	-	$711.00	-	$696.78	-	$682.84
300W LED Wallpack High Power	-	$837.00	-	$820.26	-	$803.85
HID to LED	-		-		-	
100W LED Highbay 5000K (Warehouse)	-	$403.00	-	$394.94	-	$387.04
240W LED Highbay 5000K (Warehouse)		$526.00		$515.48		$505.17
320W LED High Bay Fixture 5000K		$630.00		$617.40		$605.05
Flood Lights						
30W LED Flood Light	-	$209.00	-	$204.82	-	$200.72
50W LED Flood Light	-	$239.00	-	$234.22	-	$229.54
Area/Street Lighting	-		-		-	
50W Area/Street Light 5000K	-	$366.00	-	$358.68	-	$351.51
80W Area/Street Light 5000K		$457.00		$447.86		$438.90
100W Area/Street Light 5000K		$571.00		$559.58		$548.39
150W Area/Street Light 5000K	-	$610.00	-	$597.80	-	$585.84
200W Area/Street Light 5000K	-	$725.00	-	$710.50	-	$696.29
300W Area/Street Light 5000K	-	$852.00	-	$834.96	-	$818.26
Canopy Station	-		-		-	
40W LED Canopy Light 5000K	-	$282.00	-	$276.36	-	$270.83
60W LED Canopy Light 5000K	-	$340.00	-	$333.20	-	$326.54
90W LED Canopy Light 5000K	-	$506.00	-	$495.88	-	$485.96
120W LED Canopy Light 5000K		$542.00		$531.16		$520.54
Gas Station						
40W LED Gas Station Canopy Light 5000K	-	$349.00	-	$342.02	-	$335.18
60W LED Gas Station Canopy Light 5000K	-	$459.00	-	$449.82	-	$440.82
90W LED Gas Station Canopy Light 5000K		$515.00		$504.70		$494.61
Downlights (Recessed)						
13W LED Downlight 4 Inch 5000K	-	$119.00	-	$116.62	-	$114.29
22W LED Downlight 6 Inch 5000K	-	$126.00	-	$123.48	-	$121.01
35W LED Downlight 8 Inch 5000K	-	$176.00	-	$172.48	-	$169.03
LED PANELS	-		-		-	
2FT X 4 FT LED Flat Panel Retrofit	-	$232.00	-	$227.36	-	$222.81
2FT X 2FT LED Flat Panel Retrofit	-	$232.00	-	$227.36	-	$222.81
Solar Tubes	-		-		-	
VELUX 10 in. Sun Tunnel Tubular Skylight with Rigid Tunnel and Low Profile Plastic and Metal Flashing	-	$731.00	-	$716.38	-	$702.05

ODL 10 in. Tubular Skylight with Seamless Composite Flashing	-	$731.00	-	$716.38	-	$702.05
LED EXIT/OPEN SIGNS	-		-		-	
LED Exit Sign-Red Replacement Battery Back-up	-	$118.00	-	$115.64	-	$113.33
LED Exit Sign-Green Replacement Battery Back-up	-	$118.00	-	$115.64	-	$113.33
LED Open signs replaces Neon		$151.00		$147.98		$145.02
Green or Red Photo luminescent Exit Sign (Single sided)		$158.00		$154.84		$151.74
Green or Red Photo luminescent Exit Sign (Double sided)	-	$256.00	-	$250.88	-	$245.86
WINDOW FILM	-		-		-	
Medium Reflectivity Window Film	-	$9.00	-	$8.82	-	$8.64
Low Reflectivity Window Film	-	$9.00	-	$8.82	-	$8.64
High Reflectivity Window Film	-	$9.00	-	$8.82	-	$8.64
HVAC						
HVAC Tune-Up Basic Diagnostic < = 5 Ton Unit		$210.00		$205.80		$201.68
HVAC Tune-Up Basic Diagnostic > = 5 Ton Unit	-	$210.00	-	$205.80	-	$201.68
HVAC Tune-Up Basic Diagnostic > = 10 Ton Unit	-	$230.00	-	$225.40	-	$220.89
HVAC Tune-Up Comprehensive Diagnostic < = 10 Ton Unit	-	$530.00	-	$519.40	-	$509.01
Duct Sealing, Non-Residential CZ 15 (per Ton)	-	$348.50	-	$341.53	-	$334.70
Duct Test and Seal >= 5 Ton Unit (ducting		$430.00		$421.40		$412.97
Ceiling Fan with Thermostatic Control 30" to 36" (tied to the HVAC System)		$2,160.00		$2,116.80		$2,074.46
Ceiling Fan with Thermostatic Control 42" to 44" (tied to the HVAC System)	-	$2,300.00	-	$2,254.00	-	$2,208.92
Ceiling Fan with Thermostatic Control 52" to 56" (tied to the HVAC System)	-	$2,645.00	-	$2,592.10	-	$2,540.26
Refrigerant, Non-Residential CZ 15 (per Ton)	-	$161.50	-	$158.27	-	$155.10
Dirty Condenser Coil Cleaning	-	$85.00	-	$83.30	-	$81.63
T-STATS	-		-		-	
7 Day Programmable Thermostat	-	$150.00	-	$147.00	-	$144.06
5 Day Programmable Thermostat	-	$150.00	-	$147.00	-	$144.06
All in One Thermostat		$150.00		$147.00		$144.06
Reprogramming/Education Existing Programmable Thermostats		$86.00		$84.28		$82.59
Thermostat Lock Box	-	$82.00	-	$80.36	-	$78.75
Smart Thermostat RTA	-	$344.00	-	$337.12	-	$330.38
Smart Thermostat Nest	-	$422.00	-	$413.56	-	$405.29
Smart Thermostat EcoBee3	-	$397.00	-	$389.06	-	$381.28
Smart Thermostat Honeywell		$373.00		$365.54		$358.23
Common Wire attachment		$156.00		$152.88		$149.82

Thermostat Training and Education	-	$37.00	-	$36.26	-	$35.53
Outreach Customers for Thermostat		$67.00		$65.66		$64.35
Hourly HVAC Service Tech Rate		$68.00		$66.64		$65.31
REFRIGERATION	-		-		-	
Refrigeration Curtains Med. Per Linear ft.	-	$195.00	-	$191.10	-	$187.28
Freezer Curtains Med. Per Linear ft.	-	$212.00	-	$207.76	-	$203.60
Refrigeration	-		-		-	
Walk-In Cooler - Tune Up	-	$196.00	-	$192.08	-	$188.24
Walk-In Freezer - Tune Up	-	$196.00	-	$192.08	-	$188.24
Under Counter & Self Contained - Tune Up		$196.00		$192.08		$188.24
Split Systems w/Multiple Coils - Tune Up		$196.00		$192.08		$188.24
Refigerator Main Cooler Door Gaskets Med. Temp. per Linear ft.	-	$20.00	-	$19.60	-	$19.21
Freezer Main Cooler Door Gaskets Low Temp. per Linear ft.	-	$20.00	-	$19.60	-	$19.21
Door Closer	-	$199.00	-	$195.02	-	$191.12
Heavy duty UV Refrigeration Pipe-Insulation per Linear ft.		$13.00		$12.74		$12.49
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer		$626.88		$614.34		$602.06
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer	-	$466.88	-	$457.54	-	$448.39
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	-	$584.38	-	$572.69	-	$561.24
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	-	$499.38	-	$489.39	-	$479.60
Replace Standard Fan Motors with Electronically Commutated Motors (ECM)	-	$241.00	-	$236.18	-	$231.46
16W Electronically Commutated Motor	-	$205.00	-	$200.90	-	$196.88
1/15HP-1/20HP Electronically Commutated Motor	-	$233.00	-	$228.34	-	$223.77
Install Fan Controllers		$286.40		$280.67		$275.06
Suction Line Insulation (per linear foot)		$20.00		$19.60		$19.21
Refrigerant charge for refrigerators/freezers (per pound)	-	$86.00	-	$84.28	-	$82.59
Refrigeration LED Retrofit	-		-		-	
4ft 1L LED (Low Temp)	-	$86.67	-	$84.94	-	$83.24
5ft 1L LED (Low Temp)	-	$116.24	-	$113.92	-	$111.64
6ft 1L LED (Low Temp)		$129.38		$126.79		$124.26
4ft 2L LED (Low Temp)		$149.50		$146.51		$143.58
WEATHERIZATION	-		-		-	
Seal Doors - Mohair (per linear foot)	-	$5.00	-	$4.90	-	$4.80
Door Sweeps per Door	-	$69.00	-	$67.62	-	$66.27

Caulking (per linear foot)		$4.25		$4.17		$4.08
Expandable Foam (per linear foot)		$20.00		$19.60		$19.21
Seal Windows - Silicon (per linear foot)	-	$10.00	-	$9.80	-	$9.60
External Water Heater Insulation (=> 50 Gal Tank) and piping insulation (up to 20ft)	-	$326.00	-	$319.48	-	$313.09
SENSORS/TIMERS	-		-		-	
Wall sensor		$100.00		$98.00		$96.04
Dual Wall Sensor		$135.00		$132.30		$129.65
Lighting timers		$128.00		$125.44		$122.93
Lighting dimmers	-	$100.00	-	$98.00	-	$96.04
Toggle Switch	-	$100.00	-	$98.00	-	$96.04
Appliance Timer 120V 10A	-	$95.00	-	$93.10	-	$91.24
Photo Cell Sensor	-	$83.70	-	$82.03	-	$80.39
Ceiling Mount Sensor	-	$186.30	-	$182.57	-	$178.92
HB3x0-Lx High Bay Line Voltage Passive Infrared Occupancy Sensor		$186.00		$182.28		$178.63
Vending Miser Unit and Installation		$231.19		$226.57		$222.03
Plug Miser Unit and Installation	-	$167.57	-	$164.22	-	$160.93
Cooler Miser Unit and Installation	-	$192.00	-	$188.16	-	$184.40
Snack Miser Unit and Installation	-	$180.50	-	$176.89	-	$173.35
VendingMiser/PlugMiser/CoolerMiser/Snack Miser Installation Only	-	$86.00	-	$84.28	-	$82.59
Trickle Star Device	-	$62.10	-	$60.86	-	$59.64
Title 24 Sensors	-		-		-	
Light Control Package (Occ. Sensor & Ceilign Mount wireless)	-	$313.00	-	$306.74	-	$300.61
Power Pak Dimming Module	-	$248.00	-	$243.04	-	$238.18
Wireless Vacancy Corner Sensor	-	$158.00	-	$154.84	-	$151.74
Dimmable Wireless Ballast		$111.00		$108.78		$106.60
Daylight Sensor		$179.00		$175.42		$171.91
Wireless Control Switch	-	$109.00	-	$106.82	-	$104.68
Dual-Circuit Occupancy Sensor Switch	-	$173.00	-	$169.54	-	$166.15
Outdoor photocell sensor	-	$90.00	-	$88.20	-	$86.44
Astronomical Time Clock With Holiday Programing	-	$358.00	-	$350.84	-	$343.82
Outdoor Motion Sensor	-	$210.00	-	$205.80	-	$201.68
Indoor Time Clock	-	$328.00	-	$321.44	-	$315.01
WATER CONSERVATION	-		-		-	
Indoor Water Efficiency	-		-		-	
Faucet Aerators	-	$18.00	-	$17.64	-	$17.29

Standard Pre-Rinse Spray Valve	-	$125.00	-	$122.50	-	$120.05
Dual Flush Flushometer, Retrofit - Pipe Only	-	$155.00		$151.90		$148.86
Lavatory Faucet	-	$172.00		$168.56		$165.19
Single Handle Lavatory Faucet	-	$172.00	-	$168.56	-	$165.19
Double Handle Lavatory Faucet	-	$161.00	-	$157.78	-	$154.62
Electronic Faucet	-	$522.00		$511.56		$501.33
Basin Faucets	-	$214.00		$209.72		$205.53
Metering Faucets Single Handle	-	$225.00	-	$220.50	-	$216.09
Metering Faucets Double Handle	-	$255.00	-	$249.90	-	$244.90
Kitchen Faucets Regular	-	$152.00	-	$148.96	-	$145.98
Kitchen Faucets Single Handle ADA	-	$194.00	-	$190.12	-	$186.32
Kitchen Faucets Wall Mount	-	$196.00	-	$192.08	-	$188.24
Laundry Faucet	-	$164.00	-	$160.72	-	$157.51
Bar Faucet	-	$166.00	-	$162.68	-	$159.43
High Efficiency Toilet Round 0.8 GPF	-	$350.00		$343.00		$336.14
High Efficiency Toilet Elongated 0.8 GPF	-	$360.00		$352.80		$345.74
High Efficiency Toilet - Right Handed Elongated	-	$421.00	-	$412.58	-	$404.33
High Efficiency Urinals	-		-		-	
High Efficiency Urinal (Dual Upper cut or Electronic flush meter)	-	$839.00	-	$822.22	-	$805.78
Zero Water Use Urinal	-	$766.00		$750.68		$735.67
Urinal/Toilet Flushometer Retrofits	-					
1.5 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	-	$346.00	-	$339.08	-	$332.30
1.0 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	-	$332.00	-	$325.36	-	$318.85
0.5 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	-	$332.00	-	$325.36	-	$318.85
1.28 GPF Electronic/mechanical (Hybrid) Flushometer Top Mounted	-	$380.00	-	$372.40	-	$364.95
1.0 GPF Electronic/mechanical (Hybrid) Top Mounted	-	$380.00	-	$372.40	-	$364.95
0.5 GPF Electronic/mechanical (Hybrid) Top Mounted	-	$380.00	-	$372.40	-	$364.95
1.6 GPF Electronic/mechanical (Hybrid) Top Mounted	-	$380.00	-	$372.40	-	$364.95
1.6 to 1.28 GPFDual Flush handle Retrofit	-	$148.00	-	$145.04	-	$142.14
1.6 to 1.12 GPF Dual Flush Handle	-	$148.00	-	$145.04	-	$142.14
1.0 to 0.5 GPFDual Flush handle Retrofit	-	$148.00	-	$145.04	-	$142.14
New Technology High Efficiency Toilets	-		-		-	
Toilet Pressure Assisted (1.1 GPF) Elongated Bowl	-	$423.15	-	$414.69	-	$406.39
Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Round	-	$534.60		$523.91		$513.43
Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Elongated	-	$720.90		$706.48		$692.35

Niagara Vacuum Assisted (0.8 GPF) Round	-	$523.25	-	$512.79	-	$502.53
Niagara Vacuum Assisted (0.8 GPF) Elongated	-	$536.25	-	$525.53	-	$515.01
Flapperless Toilet (1.28 GPF) Round	-	$545.00	-	$534.10	-	$523.42
Flapperless Toilet (1.28 GPF) Elongated	-	$590.00	-	$578.20	-	$566.64
Non-Standard Efficiency Toilet (1.28)	-	$720.00	-	$705.60	-	$691.49
Non-Standard Faucet Aerators	-	$35.94	-	$35.22	-	$34.52
Pressure Assist Replacement tank	-	$351.00	-	$343.98	-	$337.10
High Efficiency Hand Held Shower Head	-		-		-	
2.5 GPM Shower Head	-	$28.00	-	$27.44	-	$26.89
1.5 GPM Shower Head	-	$28.00	-	$27.44	-	$26.89
2.0 GPM Shower Head	-	$28.00	-	$27.44	-	$26.89
Outdoor Water Conservation	-		-		-	
High Efficiency Sprinkler Head Replacement (Per Unit)	-	$69.00	-	$67.62	-	$66.27
Soil Moisture Sensor (Per Station)	-	$526.00	-	$515.48	-	$505.17
Automatic Sprinkler Timer/Controllers	-	$405.00	-	$396.90	-	$388.96
Programming Existing Controller System (Per Station)	-	$86.00	-	$84.28	-	$82.59
CONTROLS	-		-		-	
Demand Side Electrical System Control and Monitoring	-	$4,200.00	-	$4,116.00	-	$4,033.68
PUMPS AND MOTORS	-		-		-	
Motors 1.5 HP NEMA Premium Eff.	-	$540.00	-	$529.20	-	$518.62
Motors 2 HP NEMA Premium Eff.	-	$663.00	-	$649.74	-	$636.75
Motors 3 HP NEMA Premium Eff.	-	$908.00	-	$889.84	-	$872.04
Motors 1.5 HP NEMA Premium Eff. totally enclosed	-	$724.00	-	$709.52	-	$695.33
Motors 2 HP NEMA Premium Eff. totally enclosed	-	$908.00	-	$889.84	-	$872.04
Motors 3 HP NEMA Premium Eff. totally enclosed	-	$1,277.00	-	$1,251.46	-	$1,226.43
Variable-Speed Water Pump <= 5 HP	-	$1,277.00	-	$1,251.46	-	$1,226.43
AC/APPLIANCE REPLACEMENT	-		-		-	
Room AC Replacement 5,000 - 5,999 BTU per Unit	-	$375.00	-	$367.50	-	$360.15
Room AC Replacement 6,000 - 6,999 BTU per Unit	-	$594.00		$582.12		$570.48
Room AC Replacement 7,000 - 7,999 BTU per Unit	-	$850.00		$833.00		$816.34
Room AC Replacement 8,000 - 8,999 BTU per Unit	-	$897.00	-	$879.06	-	$861.48
Room AC Replacement 9,000 - 9,999 BTU per Unit	-	$915.00	-	$896.70	-	$878.77
Room AC Replacement 10,000 - 10,999 BTU per Unit	-	$945.00	-	$926.10	-	$907.58
Room AC Replacement 11,000 - 11,999 BTU per Unit	-	$1,050.00	-	$1,029.00	-	$1,008.42
Room AC Replacement 12,000 - 12,999 BTU per Unit	-	$1,073.00		$1,051.54	-	$1,030.51

Room AC Replacement 13,000 - 13,999 BTU per Unit	-	$1,158.00		$1,134.84	-	$1,112.14
Room AC Replacement 14,000 - 14,999 BTU per Unit	-	$1,220.00	-	$1,195.60	-	$1,171.69
Room AC Replacement 15,000 - 15,999 BTU per Unit	-	$1,230.00	-	$1,205.40	-	$1,181.29
Room AC Replacement 16,000 - 16,999 BTU per Unit	-	$1,230.00	-	$1,205.40	-	$1,181.29
Room AC Replacement 17,000 - 17,999 BTU per Unit	-	$1,230.00	-	$1,205.40	-	$1,181.29
Room AC Replacement 18,000 - 23,999 BTU per Unit	-	$1,230.00	-	$1,205.40	-	$1,181.29
Room AC Replacement 24,000 BTU per Unit	-	$1,230.00	-	$1,205.40	-	$1,181.29
Power Cord	-	$33.72	-	$33.05	-	$32.38
Pig Tails	-	$28.32	-	$27.75	-	$27.20
Heat Pump Units (HP)	-		-		-	
Room HP Replacement 5,000 - 5,999 BTU per Unit	-	$431.25	-	$422.63	-	$414.17
Room HP Replacement 6,000 - 6,999 BTU per Unit	-	$683.10	-	$669.44	-	$656.05
Room HP Replacement 7,000 - 7,999 BTU per Unit	-	$908.27	-	$890.10	-	$872.30
Room HP Replacement 8,000 - 8,999 BTU per Unit	-	$963.70	-	$944.43	-	$925.54
Room HP Replacement 9,000 - 9,999 BTU per Unit	-	$1,012.00	-	$991.76	-	$971.92
Room HP Replacement 10,000 - 10,999 BTU per Unit	-	$1,105.00	-	$1,082.90	-	$1,061.24
Room HP Replacement 11,000 - 11,999 BTU per Unit		$1,105.00	-	$1,082.90	-	$1,061.24
Room HP Replacement 12,000 - 12,999 BTU per Unit	-	$1,120.00	-	$1,097.60	-	$1,075.65
Room HP Replacement 13,000 - 13,999 BTU per Unit	-	$1,230.00	-	$1,205.40	-	$1,181.29
Room HP Replacement 14,000 - 14,999 BTU per Unit	-	$1,230.00	-	$1,205.40	-	$1,181.29
Room HP Replacement 15,000 - 15,999 BTU per Unit	-	$1,250.00	-	$1,225.00	-	$1,200.50
Room HP Replacement 16,000 - 16,999 BTU per Unit	-	$1,250.00	-	$1,225.00	-	$1,200.50
Room HP Replacement 17,000 - 17,999 BTU per Unit	-	$1,250.00	-	$1,225.00	-	$1,200.50
Room HP Replacement 18,000 - 23,999 BTU per Unit	-	$1,270.00	-	$1,244.60	-	$1,219.71
Room HP Replacement 24,000 BTU per Unit	-	$1,270.00	-	$1,244.60	-	$1,219.71
AC/HP Drain Pan	-	$60.96	-	$59.74	-	$58.55
AC/HP Adapter Plug	-	$13.36	-	$13.09	-	$12.83
MISCELLANEOUS	-		-		-	
High Ceiling charge per fixture	-	$3.50	-	$3.43	-	$3.36
Scissor Lift per day	-	$280.00	-	$274.40	-	$268.91

ADDITIONAL SERVICES (CONSULTING)	-		-		-	
RHA Labor (hourly)	-	$66.00	-	$64.68	-	$63.39
Small Business Energy Audit & Report less than 75kW	-	$200.00	-	$196.00	-	$192.08
Small Business Advanced Energy Audit & Report	-	$500.00	-	$490.00	-	$480.20
Billing Inquiry/High Bill Complaint Energy Audit & Report	-	$500.00	-	$490.00	-	$480.20
Measurements and Verification (Metering hourly rate)	-	$110.00	-	$107.80	-	$105.64
IT Consulting Services (hourly)	-	$90.00	-	$88.20	-	$86.44
Smart Thermostat Installation Only	-	$164.00	-	$160.72	-	$157.51

m. Attachment 2:

Exemplary Table Prevailing Wages

Southern California Public Power Authority
Efficiency Services and Products RFQ
Exemplary Price Table

Respondent Name: Richard Heath & Associates, Inc.

Services		Prevailing Wages DIR Craft (Journey Level)	
1. Energy and/or Water Audits			
Residential Energy Audit (Each activity will be quoted based on T&M)			
Energy Audit (Lighting and HVAC)		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Residential Water Audit (Each activity will be quoted based on T&M)			
Water Audit			
Interior (Leakage & equipment review)		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Exterior (Landscape)		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Combined Audit (Interior and Exterior/Landscaping Audit)		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Multifamily Common Area		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Solar Audit (Each activity will be quoated based on T&M)			
Residential		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Commercial/Industrial/Institutional (Minimum of $2,500 per audit)			
ASHRAE Audit Energy Audit Level I		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
ASHRAE Audit Energy Audit Level II		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
ASHRAE Audit Energy Audit Level III		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Software Energy Modeling (eQuest,EnergyPro, etc...)		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Lighting		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Mechanical/HVAC		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Solar Audit (Each activity will be quoated based on T&M)			
Non-Residential		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Water Audit (Each activity will be quoated based on T&M)			
Interior (Leakage & Water Devices)		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Exterior (Landscape, leakage & equipment review)		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Industrial/Commercial-Processes		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Water Timer/Control - (Labor Only)		LANDSCAPE/IRRIGATION FITTER	$ 84.79
2. Home Performance Evaluations			
Blower Door testing		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Duct Pressure testing		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Combustion Safety tests		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Air Conditioner Refrigerant Charge tests *(Includes refrigerant and airflow verification)*		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Air Balance tests (supply and return)		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
3. Direct Installation		SEE PRODUCT PRICING	
See products pricing			
4. Upstream Efficieny Rebate Programs			
Energy Engineer Manager II	(Hourly)		$ 105.00
Program Coordinator	(Hourly)		$ 55.00
Field Representative	(Hourly)		$ 75.00
5. Quality Assurance / Quality Control Testing (This price is for a minimum of three units per day)			
Residential Audits		BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Commercial Audits		BUILDING / CONSTRUCTION INSPECTOR	$ 113.29
Blower Door testing		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Duct Pressure testing		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Combustion Safety tests		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Air Conditioner Refrigerant Charge tests (Includes refrigerant and airflow verificati		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Air Balance tests (supply and return)		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Other (specify) - Oher Home Performance Evaluation Activities		REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09

6. Customer Financing Support			
Finance Program Design Specialist	(Hourly)		$ 70.00
Program Coordinator	(Hourly)		$ 55.00
7. Billing Data Analysis			
Energy Engineer III	(Hourly)		$ 94.35
Energy Engineer II	(Hourly)		$ 83.25
Energy Engineer I	(Hourly)		$ 75.00
Program Manager	(Hourly)		$ 90.00
Program Assistant	(Hourly)		$ 46.95
8. Engineering Services			
Director of Engineering	(Hourly)		$ 150.00
Professional Engineer	(Hourly)		$ 165.00
Energy Engineer Manager II	(Hourly)		$ 105.00
Energy Engineer III	(Hourly)		$ 94.35
Energy Engineer II	(Hourly)		$ 83.25
Energy Engineer I	(Hourly)		$ 75.00
Energy Engineer Assistant	(Hourly)		$ 48.00
9. Demand Response Programs			
Program Manager	(Hourly)		$ 90.00
Energy Engineer II	(Hourly)		$ 83.25
Energy Engineer Assistant	(Hourly)		$ 48.00
Electrical Technician	(Hourly)	INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	$ 112.00
Program Assistant	(Hourly)		$ 46.95
10. Additional Services			
Basic AC Tune-Up	(Hourly)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Advance AC Tune-Up	(Hourly)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Database Support and Project Tracking	(Hourly)		$ 94.35
Other Related Services			
Director of Engineering	(Hourly)		$ 150.00
Program Manager	(Hourly)		$ 90.00
Program Coordinator	(Hourly)		$ 55.00
Program Assistant	(Hourly)		$ 46.95
Professional Engineer	(Hourly)		$ 165.00
Energy Engineer Manager II	(Hourly)		$ 105.00
Energy Engineer III	(Hourly)		$ 94.35
Energy Engineer II	(Hourly)		$ 83.25
Energy Engineer I	(Hourly)		$ 75.00
Energy Engineer Assistant	(Hourly)		$ 48.00
Electrical Technician	(Hourly)	INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	$ 112.00
HVAC Technician	(Hourly)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09

n. Exhibit 1:

Energy and/or Water Audits – Prevailing Wages

Services	DIR Craft (Journey Level)	
1. Energy and/or Water Audits		
Residential Energy Audit (Each activity will be quoted based on T&M)		
Energy Audit (Lighting and HVAC)	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Residential Water Audit (Each activity will be quoted based on T&M)		
Water Audit		
Interior (Leakage & equipment review)	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Exterior (Landscape)	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Combined Audit (Interior and Exterior/Landscaping Audit)	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Multifamily Common Area	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Solar Audit (Each activity will be quoated based on T&M)		
Residential	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Commercial/Industrial/Institutional (Minimum of $2,500 per audit)		
ASHRAE Audit Energy Audit Level I	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
ASHRAE Audit Energy Audit Level II	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
ASHRAE Audit Energy Audit Level III	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Software Energy Modeling (eQuest,EnergyPro, etc...)	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Lighting	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Mechanical/HVAC	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Solar Audit (Each activity will be quoated based on T&M)		
Non-Residential	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Water Audit (Each activity will be quoated based on T&M)		
Interior (Leakage & Water Devices)	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Exterior (Landscape, leakage & equipment review)	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Industrial/Commercial-Processes	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Water Timer/Control - (Labor Only)	LANDSCAPE/IRRIGATION FITTER	$ 84.79

o. Exhibit 2:

Home Performance Evaluations – Prevailing Wages

Services	DIR Craft (Journey Level)	
2. Home Performance Evaluations		
Blower Door testing	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Duct Pressure testing	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Combustion Safety tests	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Air Conditioner Refrigerant Charge tests *(Includes refrigerant and airflow verification)*	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Air Balance tests (supply and return)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09

p. Exhibit 3:

Direct Installation – Prevailing Wages

Services	DIR Craft (Journey Level)
3. Direct Installation	SEE PRODUCT PRICING
See products pricing	

q. Exhibit 4:

Upstream Efficiency Rebate Program – Prevailing Wages

Services	DIR Craft (Journey Level)	
4. Upstream Efficieny Rebate Programs		
Energy Engineer Manager II	(Hourly)	$ 105.00
Program Coordinator	(Hourly)	$ 55.00
Field Representative	(Hourly)	$ 75.00

r. Exhibit 5:

Quality Assurance / Quality Control – Prevailing Wages

Services	DIR Craft (Journey Level)	
5. Quality Assurance / Quality Control Testing (This price is for a minimum of three units per day)		
Residential Audits	BUILDING / CONSTRUCTION INSPECTOR	$ 112.29
Commercial Audits	BUILDING / CONSTRUCTION INSPECTOR	$ 113.29
☒ Blower Door testing	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Duct Pressure testing	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
☒ Combustion Safety tests	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Air Conditioner Refrigerant Charge tests (Includes refrigerant and airflow verification)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
☒ Air Balance tests (supply and return)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Other (specify) - Other Home Performance Evaluation Activities	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09

s. Exhibit 6:

Customer Financing Support – Prevailing Wages

Services	DIR Craft (Journey Level)	
6. Customer Financing Support		
Finance Program Design Specialist	(Hourly)	$ 70.00
Program Coordinator	(Hourly)	$ 55.00

t. Exhibit 7:

Billing Data Analysis – Prevailing Wages

Services	DIR Craft (Journey Level)	
7. Billing Data Analysis		
Energy Engineer III	(Hourly)	$ 94.35
Energy Engineer II	(Hourly)	$ 83.25
Energy Engineer I	(Hourly)	$ 75.00
Program Manager	(Hourly)	$ 90.00
Program Assistant	(Hourly)	$ 46.95

u. Exhibit 8:

Engineering Services – Prevailing Wages

Services	DIR Craft (Journey Level)	
8. Engineering Services		
Director of Engineering	(Hourly)	$ 150.00
Professional Engineer	(Hourly)	$ 165.00
Energy Engineer Manager II	(Hourly)	$ 105.00
Energy Engineer III	(Hourly)	$ 94.35
Energy Engineer II	(Hourly)	$ 83.25
Energy Engineer I	(Hourly)	$ 75.00
Energy Engineer Assistant	(Hourly)	$ 48.00

v. Exhibit 9:

Demand Response Programs – Prevailing Wages

Services	DIR Craft (Journey Level)		
9. Demand Response Programs			
Program Manager	(Hourly)		$ 90.00
Energy Engineer II	(Hourly)		$ 83.25
Energy Engineer Assistant	(Hourly)		$ 48.00
Electrical Technician	(Hourly)	INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	$ 112.00
Program Assistant	(Hourly)		$ 46.95

w. Exhibit 10:

Additional Services – Prevailing Wages

Services	DIR Craft (Journey Level)		
10. Additional Services			
Basic AC Tune-Up	(Hourly)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Advance AC Tune-Up	(Hourly)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09
Database Support and Project Tracking	(Hourly)		$ 94.35
Other Related Services			
Director of Engineering	(Hourly)		$ 150.00
Program Manager	(Hourly)		$ 90.00
Program Coordinator	(Hourly)		$ 55.00
Program Assistant	(Hourly)		$ 46.95
Professional Engineer	(Hourly)		$ 165.00
Energy Engineer Manager II	(Hourly)		$ 105.00
Energy Engineer III	(Hourly)		$ 94.35
Energy Engineer II	(Hourly)		$ 83.25
Energy Engineer I	(Hourly)		$ 75.00
Energy Engineer Assistant	(Hourly)		$ 48.00
Electrical Technician	(Hourly)	INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	$ 112.00
HVAC Technician	(Hourly)	REFRIGERATION SERVICE AND REPAIR (HVACR)	$ 101.09

x. Exhibit 11:

Products Pricing for Direct Installation – Prevailing Wages

Southern California Public Power Authority

Efficiency Services and Products RFQ

Exemplary Price Table

Respondent Name: Richard Heath & Associates, Inc.

Prevailing Wage

Products	Unit Prices per Quantities		
	1 - 500	501 - 1000	1001 +
Interior Lighting			
Linear Fluorescent Retrofit			
4ft 4L 32W T8 High Perf w/EB	$107.00	$104.86	$102.76
4ft 4L 32W T8 High Perf w/2EB	- $120.00	- $117.60	- $115.25
4ft 3L 32W T8 High Perf w/2EB	- $109.00	- $106.82	- $104.68
4ft 3L 32W T8 High Perf w/Elec	- $96.00	- $94.08	- $92.20
4ft 2L w/EB (Retro)	- $79.00	- $77.42	- $75.87
4ft 2L T8 U6 w/EB	- $91.00	- $89.18	- $87.40
4ft 1L 32W T8 High Perf w/EB	- $76.00	- $74.48	- $72.99
8ft 4L T8 High Perf w/2EB	- $182.00	- $178.36	- $174.79
8ft 4L T8 High Perf w/EB	- $144.00	- $141.12	- $138.30
8ft 2L T8 w/EB	- $133.00	- $130.34	- $127.73
8ft 2L 28-32W w/EB & retro kit	- $145.00	- $142.10	- $139.26
8ft 2L T8HO w/EB (Retrofit)	- $200.00	- $196.00	- $192.08
8ft 1L T8 w/EB	- $107.00	- $104.86	- $102.76
6ft 4L 28-32W w/EB & retro kit	- $140.00	- $137.20	- $134.46
6ft 2L 28-32W w/EB & retro kit	- $123.00	- $120.54	- $118.13
3ft 2L 25W 2nd gen T8 w/EB	- $81.00	- $79.38	- $77.79
3ft 1L 25W 2nd gen T8 w/EB	- $78.00	- $76.44	- $74.91
3ft 4L 25W 2nd gen T8 w/EB (6-ft conv kit)	- $122.00	- $119.56	- $117.17
2ft 4L F17 2nd gen T8 w/EB	- $88.00	- $86.24	- $84.52
2ft 2L 32T8 U6 w/EB	- $91.00	- $89.18	- $87.40
2ft 2L F17 2nd gen T8 w/EB	- $80.00	- $78.40	- $76.83

2ft 1L F17 2nd gen T8 w/EB	-	$77.00	-	$75.46	-	$73.95
4ft tube guard	-	$6.00	-	$5.88	-	$5.76
8ft tube guard		$7.00		$6.86		$6.72
Clear Acrylic Lens Cover (wrap fixture)	-	$60.00	-	$58.80	-	$57.62
Clear Acrylic Lens Cover	-	$19.00	-	$18.62	-	$18.25
Linear Fluorescent New Fixture	-		-		-	
4ft 2L w/EB (New Fixt)		$144.00		$141.12		$138.30
8ft 2L T8HO w/EB (New Fixt)	-	$171.00	-	$167.58	-	$164.23
T8 Lamps	-		-		-	
8ft T8 Bulbs Only	-	$10.00	-	$9.80	-	$9.60
4ft T8 Bulbs Only		$7.00		$6.86		$6.72
INTERIOR LIGHTING T8 DEL+A42:I78AMPING						
4ft Retrofit / Delamping						
4ft 3L T8 Retro/Delamp	-	$129.00	-	$126.42	-	$123.89
4ft 2L T8 Retro/Delamp	-	$94.00	-	$92.12	-	$90.28
4ft New Fixture / Delamping						
4ft 4L T8 New Fix/Delamp		$199.00		$195.02		$191.12
4ft 3L T8 New Fix/Delamp	-	$197.00	-	$193.06	-	$189.20
4ft 2L T8 New Fix/Delamp	-	$187.00	-	$183.26	-	$179.59
4ft F25T8 retrofit / Delamping with Anti-Striation Ballast	-		-		-	
4ft 3 Lamp F25T8 Retrofit		$145.00		$142.10		$139.26
4ft 2 Lamp F25T8 Retrofit		$115.00		$112.70		$110.45
4ft 1 Lamp F25T8 Retrofit	-	$107.00	-	$104.86	-	$102.76
HID Replacement to Linear Florescent Fixture	-		-		-	
4ft 4 Lamp T8 High Bay Fixture	-	$351.00	-	$343.98	-	$337.10
4ft 2 Lamp T5HO High Bay Fixture		$357.00		$349.86		$342.86
4ft 6 Lamp T8 High Bay Fixture		$376.00		$368.48		$361.11
4ft 4 Lamp T5HO High Bay Fixture	-	$387.00	-	$379.26	-	$371.67
4ft 8 Lamp T8 High Bay Fixture	-	$414.00	-	$405.72	-	$397.61
4ft 6 Lamp T5HO High Bay Fixture	-	$422.00	-	$413.56	-	$405.29
4ft 10 Lamp T8 High Bay Fixture	-	$529.00	-	$518.42	-	$508.05
4ft 8 Lamp T5HO High Bay Fixture		$515.00		$504.70		$494.61
8ft T12 HO Exterior Retrofit to 8ft T8 HO						
8ft 1 Lamp T8HO Exterior Retrofit	-	$119.00	-	$116.62	-	$114.29
8ft 2 Lamp T8HO Exterior Retrofit	-	$130.00	-	$127.40	-	$124.85
8ft 3 Lamp T8HO Exterior Retrofit		$164.00		$160.72		$157.51
8ft 4 Lamp T8HO Exterior Retrofit		$196.00		$192.08		$188.24

8ft 6 Lamp T8HO Exterior Retrofit	-	$241.00	-	$236.18	-	$231.46
CFLs	-		-		-	
CFL 5-13W**	-	$28.00	-	$27.44	-	$26.89
5 W Screw-n CFL**	-	$28.00	-	$27.44	-	$26.89
7 W Screw-in CFL**	-	$28.00	-	$27.44	-	$26.89
9 W Screw-in CFL**	-	$28.00	-	$27.44	-	$26.89
9 W Globe CFL**	-	$28.00	-	$27.44	-	$26.89
13W/60W Spiral - Indoor CFL**	-	$28.00	-	$27.44	-	$26.89
CFL 14-26W						
11 W Screw-in CFL**		$28.00		$27.44		$26.89
14 W A-Type Screw-in**	-	$29.00	-	$28.42	-	$27.85
14W Screw-in CFL**	-	$24.00	-	$23.52	-	$23.05
18W Screw-in CFL**	-	$29.00	-	$28.42	-	$27.85
23W Screw-in CFL**	-	$25.00	-	$24.50	-	$24.01
>= 27W**	-	$32.00	-	$31.36	-	$30.73
I 27W/100W Spiral Indoor CFL**		$29.00		$28.42		$27.85
CFL 11W R20**		$28.00		$27.44		$26.89
9 W R20 Flood Type**	-	$27.00	-	$26.46	-	$25.93
11 W R20 Flood Type R20 2700K**	-	$29.00	-	$28.42	-	$27.85
11 W R20 Flood Type R20 4000K**	-	$29.00	-	$28.42	-	$27.85
CFL 15W R30**	-	$28.00	-	$27.44	-	$26.89
9W CFL Candle/Base**	-	$26.00	-	$25.48	-	$24.97
CFL Indoor Flood, 14 W R20**	-	$28.00	-	$27.44	-	$26.89
CFL Indoor Flood, 15 W R30 2700K**	-	$28.00	-	$27.44	-	$26.89
23W CFL PAR38 2700K**	-	$32.00	-	$31.36	-	$30.73
14W CFL PAR20 2700K**	-	$26.00	-	$25.48	-	$24.97
19 W CFL R40 2700K**	-	$32.00	-	$31.36	-	$30.73
19 W Screw-in Par 38 CFL**	-	$29.00	-	$28.42	-	$27.85
20 W Screw-in Par 38 CFL**	-	$29.00	-	$28.42	-	$27.85
CFL Indoor Flood, 20 W R40 2700K**	-	$29.00	-	$28.42	-	$27.85
CFL Indoor Flood, 20 W R30 3200K**	-	$29.00	-	$28.42	-	$27.85
CFL Indoor Flood, 25 W R30 2700K**	-	$27.00	-	$26.46	-	$25.93
32W CRL Wall Pack Fixture**	-	$169.00	-	$165.62	-	$162.31
CFL 65W Floodlight Fixture**	-	$173.00	-	$169.54	-	$166.15
CFL 65W Yardlight Fixture**	-	$170.00	-	$166.60	-	$163.27
PAR16 / MR16 Incandescent to CFL 9-11 W PAR16	-		-		-	
9W PAR16**	-	$42.00	-	$41.16	-	$40.34

11W PAR16**	-	$42.00	-	$41.16	-	$40.34
PAR20 Incandescent to CFL 9-14W PAR20	-		-		-	
9W PAR20**	-	$41.00	-	$40.18	-	$39.38
11W PAR20**	-	$41.00	-	$40.18	-	$39.38
14W PAR20**	-	$41.00	-	$40.18	-	$39.38
PAR30 Incandescent to CFL 15-19W PAR30	-		-		-	
19W PAR30**	-	$41.00	-	$40.18	-	$39.38
PAR38 CFL 19-23W PAR38	-		-		-	
19W PAR38**	-	$42.00	-	$41.16	-	$40.34
20W PAR38**	-	$42.00	-	$41.16	-	$40.34
23W PAR38**	-	$42.00	-	$41.16	-	$40.34
PAR16 / MR16 Incandescent to CMH PAR16	-		-		-	
20W PAR16**	-	$83.00	-	$81.34	-	$79.71
PAR20 Incandescent to CMH PAR20	-		-		-	
20W PAR20**	-	$83.00	-	$81.34	-	$79.71
39W PAR20**	-	$95.00	-	$93.10	-	$91.24
PAR30 Incandescent to CMH PAR30						
20W PAR30**		$71.00		$69.58		$68.19
35W PAR30**	-	$83.00	-	$81.34	-	$79.71
70W PAR30**	-	$95.00	-	$93.10	-	$91.24
HID Fixture Replacement to CFL	-		-		-	
80W CFL Spiral 120V Retrofit**	-	$223.00	-	$218.54	-	$214.17
100W CFL Spiral 120V/277V Retrofit**	-	$234.00	-	$229.32	-	$224.73
150W CFL Spiral 120V/277V Retrofit**	-	$255.00	-	$249.90	-	$244.90
200W CFL Spiral 120V/277V Retrofit**	-	$270.00	-	$264.60	-	$259.31
HID Wall pack Replacement to CFL Wall pack	-		-		-	
42W CFL Wall pack Fixture**	-	$188.00	-	$184.24	-	$180.56
Chandelier Incandescent replacement to CFL Chandelier	-		-		-	
2W CFL Tear Drop Candelabra**	-	$33.00	-	$32.34	-	$31.69
14W CFL Tear Drop Candelabra**	-	$33.00	-	$32.34	-	$31.69
5W CFL Flame Tip Bulb**		$33.00		$32.34		$31.69
Cold Cathode CFL (1-6W)**		$33.00		$32.34		$31.69
Cold Cathode CFL (7-15W)**	-	$37.00	-	$36.26	-	$35.53
LED Lighting	-		-		-	
4ft LED Retrofit						
4ft 4L Linear LED Retrofit		$169.00		$165.62		$162.31
4ft 3L (6pc) LED Retrofit Bi-Level	-	$169.00	-	$165.62	-	$162.31

4ft 4L LED Retrofit Plug-n-Play	-	$128.00	-	$125.44	-	$122.93
4ft 3L Linear LED Retrofit	-	$137.00	-	$134.26	-	$131.57
4FT 2L LED lamp only Plug-n-Play		$68.00		$66.64		$65.31
4FT 4L LED lamp only Plug-n-Play		$94.00		$92.12		$90.28
4FT 3L LED lamp only Plug-n-Play	-	$81.00	-	$79.38	-	$77.79
4ft 3L LED Retrofit Plug-n-Play	-	$116.00	-	$113.68	-	$111.41
4ft 2L Linear LED Retrofit		$116.00		$113.68		$111.41
4ft 4L LED (New Fixt)		$232.00		$227.36		$222.81
4ft 2L LED Retrofit Plug-n-Play	-	$100.00	-	$98.00	-	$96.04
4ft 1L LED Retrofit Plug-n-Play	-	$87.00	-	$85.26	-	$83.55
4ft 1L Linear LED Retrofit	-	$101.00	-	$98.98	-	$97.00
4ft 1L (2pc) LED Retrofit		$93.00		$91.14		$89.32
2ft 2L U6 (3pc) LED Retrofit		$110.00		$107.80		$105.64
4ft 2L (4pc) LED Retrofit	-	$118.00	-	$115.64	-	$113.33
4ft 3L (6pc) LED Retrofit		$140.00		$137.20		$134.46
4ft 4L (8pc) LED Retrofit		$173.00		$169.54		$166.15
4ft T8 Tubes with Daylight Harvesting (Ballast with Sensor)	-		-		-	
4ft 1L LED With Daylight Harvesting Ballast and sensor	-	$225.00	-	$220.50	-	$216.09
4ft 2L LED With Daylight Harvesting Ballast and sensor		$243.00		$238.14		$233.38
4ft 3L LED With Daylight Harvesting Ballast and sensor	-	$264.00	-	$258.72	-	$253.55
4ft 4L LED With Daylight Harvesting Ballast and sensor	-	$281.00	-	$275.38	-	$269.87
4ft T8 Strips with Daylight Harvesting (Ballast with Sensor)	-		-		-	
4ft (2 PCS) LED With Daylight Harvesting Ballast and sensor	-	$224.00	-	$219.52	-	$215.13
4ft (4 PCS) LED With Daylight Harvesting Ballast and sensor		$240.00		$235.20		$230.50
4ft (6 PCS) LED With Daylight Harvesting Ballast and sensor		$259.00		$253.82		$248.74
4ft (8 PCS) LED With Daylight Harvesting Ballast and sensor	-	$275.00	-	$269.50	-	$264.11
4ft LED Retrofit / Delamping	-		-		-	
4ft 3L LED Retrofit 57W	-	$164.00	-	$160.72	-	$157.51
4ft 2L LED Retrofit 38W	-	$119.00	-	$116.62	-	$114.29
4ft 1L LED Retrofit 19W	-	$104.00	-	$101.92	-	$99.88
4ft LED New Fixture / Delamping	-		-		-	
4ft 3L LED New Fixture	-	$238.00	-	$233.24	-	$228.58

4ft 2L LED New Fixture	-	$214.00	-	$209.72	-	$205.53
4ft 1L LED Fixture 19W	-	$172.00	-	$168.56	-	$165.19
Chandelier Incandescent replacement to LED Chandelier	-		-		-	
3W LED Dimmable Candelabra	-	$45.00	-	$44.10	-	$43.22
Incandescent Replacement to LED	-		-		-	
9W A-type LED	-	$45.00	-	$44.10	-	$43.22
12W A-type LED	-	$45.00	-	$44.10	-	$43.22
7W Globe-Type LED	-	$51.00	-	$49.98	-	$48.98
9W Globe-Type LED		$51.00		$49.98		$48.98
12W Globe-Type LED		$51.00		$49.98		$48.98
PAR16 / MR16 incandescent to LED 2-6 W PAR16 / MR16	-		-		-	
LED 5W PAR/MR16	-	$53.00	-	$51.94	-	$50.90
LED 5W GU10 PAR/MR16	-	$54.00	-	$52.92	-	$51.86
4W PAR16	-	$53.00	-	$51.94	-	$50.90
6W PAR16	-	$53.00	-	$51.94	-	$50.90
10W PAR16	-	$53.00	-	$51.94	-	$50.90
PAR20 Incandescent to LED 3-9WPAR20	-		-		-	
3W PAR20		$50.00		$49.00		$48.02
4W PAR20		$50.00		$49.00		$48.02
6W PAR20	-	$50.00	-	$49.00	-	$48.02
8W PAR20	-	$50.00	-	$49.00	-	$48.02
PAR30 Incandescent to LED 7-19W PAR30	-		-		-	
7W PAR30	-	$56.00	-	$54.88	-	$53.78
LED 16W PAR30	-	$56.00	-	$54.88	-	$53.78
8W PAR30		$56.00		$54.88		$53.78
10W PAR30		$56.00		$54.88		$53.78
11W PAR30		$56.00		$54.88		$53.78
13W PAR30	-	$56.00	-	$54.88	-	$53.78
14W PAR30	-	$56.00	-	$54.88	-	$53.78
15W PAR30	-	$56.00	-	$54.88	-	$53.78
19W PAR30	-	$56.00	-	$54.88	-	$53.78
PAR38 Incandescent to LED 16-23W PAR38	-		-		-	
13W PAR38	-	$61.00	-	$59.78	-	$58.58
16W PAR38	-	$61.00	-	$59.78	-	$58.58
20W PAR38	-	$61.00	-	$59.78	-	$58.58
23W PAR38	-	$61.00	-	$59.78	-	$58.58

LED Wall Packs	-		-		-	
100W LED Bulb	-	$325.00	-	$318.50	-	$312.13
30W LED Wall Pack 5000K	-	$400.00	-	$392.00	-	$384.16
60W LED Wall Pack 5000K	-	$406.00	-	$397.88	-	$389.92
90W LED Wall Pack 5000K	-	$437.00	-	$428.26	-	$419.69
80W LED Wall Pack High Power		$503.00		$492.94		$483.08
150W LED Wallpack High Power		$623.00		$610.54		$598.33
200W LED Wallpack High Power	-	$792.00	-	$776.16	-	$760.64
300W LED Wallpack High Power	-	$918.00	-	$899.64	-	$881.65
HID to LED	-		-		-	
100W LED Highbay 5000K (Warehouse)	-	$484.00	-	$474.32	-	$464.83
240W LED Highbay 5000K (Warehouse)		$606.00		$593.88		$582.00
320W LED High Bay Fixture 5000K		$711.00		$696.78		$682.84
Flood Lights						
30W LED Flood Light	-	$236.00	-	$231.28	-	$226.65
50W LED Flood Light	-	$266.00	-	$260.68	-	$255.47
Area/Street Lighting	-		-		-	
50W Area/Street Light 5000K	-	$453.00	-	$443.94	-	$435.06
80W Area/Street Light 5000K		$544.00		$533.12		$522.46
100W Area/Street Light 5000K		$658.00		$644.84		$631.94
150W Area/Street Light 5000K	-	$697.00	-	$683.06	-	$669.40
200W Area/Street Light 5000K	-	$813.00	-	$796.74	-	$780.81
300W Area/Street Light 5000K	-	$939.00	-	$920.22	-	$901.82
Canopy Station	-		-		-	
40W LED Canopy Light 5000K	-	$349.00	-	$342.02	-	$335.18
60W LED Canopy Light 5000K	-	$407.00	-	$398.86	-	$390.88
90W LED Canopy Light 5000K	-	$573.00	-	$561.54	-	$550.31
120W LED Canopy Light 5000K		$610.00		$597.80		$585.84
Gas Station						
40W LED Gas Station Canopy Light 5000K	-	$409.00	-	$400.82	-	$392.80
60W LED Gas Station Canopy Light 5000K	-	$520.00	-	$509.60	-	$499.41
90W LED Gas Station Canopy Light 5000K		$575.00		$563.50		$552.23
Downlights (Recessed)						
13W LED Downlight 4 Inch 5000K	-	$152.00	-	$148.96	-	$145.98
22W LED Downlight 6 Inch 5000K	-	$160.00	-	$156.80	-	$153.66
35W LED Downlight 8 Inch 5000K	-	$209.00	-	$204.82	-	$200.72
LED PANELS	-		-		-	
2FT X 4 FT LED Flat Panel Retrofit	-	$154.00	-	$150.92	-	$147.90

2FT X 2FT LED Flat Panel Retrofit	-	$140.00	-	$137.20	-	$134.46
Solar Tubes	-		-		-	
VELUX 10 in. Sun Tunnel Tubular Skylight with Rigid Tunnel and Low Profile Plastic and Metal Flashing	-	$972.00	-	$952.56	-	$933.51
ODL 10 in. Tubular Skylight with Seamless Composite Flashing	-	$972.00	-	$952.56	-	$933.51
LED EXIT/OPEN SIGNS	-		-		-	
LED Exit Sign-Red Replacement Battery Back-up	-	$166.00	-	$162.68	-	$159.43
LED Exit Sign-Green Replacement Battery Back-up	-	$166.00	-	$162.68	-	$159.43
LED Open signs replaces Neon		$185.00		$181.30		$177.67
Green or Red Photo luminescent Exit Sign (Single sided)		$192.00		$188.16		$184.40
Green or Red Photo luminescent Exit Sign (Double sided)	-	$290.00	-	$284.20	-	$278.52
WINDOW FILM	-		-		-	
Medium Reflectivity Window Film	-	$12.00	-	$11.76	-	$11.52
Low Reflectivity Window Film	-	$12.00	-	$11.76	-	$11.52
High Reflectivity Window Film	-	$12.00	-	$11.76	-	$11.52
HVAC						
HVAC Tune-Up Basic Diagnostic < = 5 Ton Unit		$249.00		$244.02		$239.14
HVAC Tune-Up Basic Diagnostic > = 5 Ton Unit	-	$249.00	-	$244.02	-	$239.14
HVAC Tune-Up Basic Diagnostic > = 10 Ton Unit	-	$274.00	-	$268.52	-	$263.15
HVAC Tune-Up Comprehensive Diagnostic < = 10 Ton Unit	-	$5.00	-	$4.90	-	$4.80
Duct Sealing, Non-Residential CZ 15 (per Ton)	-	$5.00	-	$4.90	-	$4.80
Duct Test and Seal >= 5 Ton Unit (ducting		$432.00		$423.36		$414.89
Ceiling Fan with Thermostatic Control 30" to 36" (tied to the HVAC System)		$5.00		$4.90		$4.80
Ceiling Fan with Thermostatic Control 42" to 44" (tied to the HVAC System)	-	$5.00	-	$4.90	-	$4.80
Ceiling Fan with Thermostatic Control 52" to 56" (tied to the HVAC System)	-	$5.00	-	$4.90	-	$4.80
Refrigerant, Non-Residential CZ 15 (per Ton)	-	$5.00	-	$4.90	-	$4.80
Dirty Condenser Coil Cleaning	-	$5.00	-	$4.90	-	$4.80
T-STATS	-		-		-	
7 Day Programmable Thermostat	-	$181.00	-	$177.38	-	$173.83
5 Day Programmable Thermostat	-	$158.00	-	$154.84	-	$151.74
All in One Thermostat		$199.00		$195.02		$191.12
Reprogramming/Education Existing Programmable Thermostats		$127.00		$124.46		$121.97
Thermostat Lock Box	-	$109.00	-	$106.82	-	$104.68

Smart Thermostat RTA	-	$398.00	-	$390.04	-	$382.24
Smart Thermostat Nest	-	$476.00	-	$466.48	-	$457.15
Smart Thermostat EcoBee3	-	$451.00	-	$441.98	-	$433.14
Smart Thermostat Honeywell		$426.00		$417.48		$409.13
Common Wire attachment		$183.00		$179.34		$175.75
Thermostat Training and Education	-	$53.00	-	$51.94	-	$50.90
Outreach Customers for Thermostat		$99.00		$97.02		$95.08
Hourly HVAC Service Tech Rate		$100.00		$98.00		$96.04
REFRIGERATION	-		-		-	
Refrigeration Curtains Med. Per Linear ft.	-	$248.00	-	$243.04	-	$238.18
Freezer Curtains Med. Per Linear ft.	-	$265.00	-	$259.70	-	$254.51
Refrigeration	-		-		-	
Walk-In Cooler - Tune Up	-	$236.00	-	$231.28	-	$226.65
Walk-In Freezer - Tune Up	-	$236.00	-	$231.28	-	$226.65
Under Counter & Self Contained - Tune Up		$236.00		$231.28		$226.65
Split Systems w/Multiple Coils - Tune Up		$236.00		$231.28		$226.65
Refigerator Main Cooler Door Gaskets Med. Temp. per Linear ft.	-	$27.00	-	$26.46	-	$25.93
Freezer Main Cooler Door Gaskets Low Temp. per Linear ft.	-	$27.00	-	$26.46	-	$25.93
Door Closer	-	$253.00	-	$247.94	-	$242.98
Heavy duty UV Refrigeration Pipe-Insulation per Linear ft.		$17.00		$16.66		$16.33
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer		$682.00		$668.36		$654.99
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer	-	$664.00	-	$650.72	-	$637.71
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	-	$652.00	-	$638.96	-	$626.18
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	-	$633.00	-	$620.34	-	$607.93
Replace Standard Fan Motors with Electronically Commutated Motors (ECM)	-	$282.00	-	$276.36	-	$270.83
16W Electronically Commutated Motor	-	$266.00	-	$260.68	-	$255.47
1/15HP-1/20HP Electronically Commutated Motor	-	$293.00	-	$287.14	-	$281.40
Install Fan Controllers		$324.00		$317.52		$311.17
Suction Line Insulation (per linear foot)		$27.00		$26.46		$25.93
Refrigerant charge for refrigerators/freezers (per pound)	-	$107.00	-	$104.86	-	$102.76
Refrigeration LED Retrofit	-		-		-	
4ft 1L LED (Low Temp)	-	$116.00	-	$113.68	-	$111.41

5ft 1L LED (Low Temp)	-	$141.00	-	$138.18	-	$135.42
6ft 1L LED (Low Temp)		$151.00		$147.98		$145.02
4ft 2L LED (Low Temp)		$184.00		$180.32		$176.71
WEATHERIZATION	-		-		-	
Seal Doors - Mohair (per linear foot)	-	$6.00	-	$5.88	-	$5.76
Door Sweeps per Door	-	$104.00	-	$101.92	-	$99.88
Caulking (per linear foot)		$7.00		$6.86		$6.72
Expandable Foam (per linear foot)		$27.00		$26.46		$25.93
Seal Windows - Silicon (per linear foot)	-	$13.00	-	$12.74	-	$12.49
External Water Heater Insulation (=> 50 Gal Tank) and piping insulation (up to 20ft)	-	$406.00	-	$397.88	-	$389.92
SENSORS/TIMERS	-		-		-	
Wall sensor		$141.00		$138.18		$135.42
Dual Wall Sensor		$168.00		$164.64		$161.35
Lighting timers		$161.00		$157.78		$154.62
Lighting dimmers	-	$128.00	-	$125.44	-	$122.93
Toggle Switch	-	$111.00	-	$108.78	-	$106.60
Appliance Timer 120V 10A	-	$151.00	-	$147.98	-	$145.02
Photo Cell Sensor	-	$139.00	-	$136.22	-	$133.50
Ceiling Mount Sensor	-	$246.00	-	$241.08	-	$236.26
HB3x0-Lx High Bay Line Voltage Passive Infrared Occupancy Sensor		$246.00		$241.08		$236.26
Vending Miser Unit and Installation		$353.00		$345.94		$339.02
Plug Miser Unit and Installation	-	$262.00	-	$256.76	-	$251.62
Cooler Miser Unit and Installation	-	$282.00	-	$276.36	-	$270.83
Snack Miser Unit and Installation	-	$272.00	-	$266.56	-	$261.23
VendingMiser/PlugMiser/CoolerMiser/Snack Miser Installation Only	-	$127.00	-	$124.46	-	$121.97
Trickle Star Device	-	$105.00	-	$102.90	-	$100.84
Title 24 Sensors	-		-		-	
Light Control Package (Occ. Sensor & Ceilign Mount wireless)	-	$374.00	-	$366.52	-	$359.19
Power Pak Dimming Module	-	$295.00	-	$289.10	-	$283.32
Wireless Vacancy Corner Sensor	-	$192.00	-	$188.16	-	$184.40
Dimmable Wireless Ballast		$131.00		$128.38		$125.81
Daylight Sensor		$206.00		$201.88		$197.84
Wireless Control Switch	-	$142.00	-	$139.16	-	$136.38
Dual-Circuit Occupancy Sensor Switch	-	$200.00	-	$196.00	-	$192.08
Outdoor photocell sensor	-	$117.00	-	$114.66	-	$112.37

Astronomical Time Clock With Holiday Programing	-	$405.00	-	$396.90	-	$388.96
Outdoor Motion Sensor	-	$257.00	-	$251.86	-	$246.82
Indoor Time Clock	-	$375.00	-	$367.50	-	$360.15
WATER CONSERVATION	-		-		-	
Indoor Water Efficiency	-		-		-	
Faucet Aerators	-	$25.00	-	$24.50	-	$24.01
Standard Pre-Rinse Spray Valve	-	$138.00	-	$135.24	-	$132.54
Dual Flush Flushometer, Retrofit - Pipe Only	-	$160.00		$156.80		$153.66
Lavatory Faucet	-	$226.00		$221.48		$217.05
Single Handle Lavatory Faucet	-	$226.00	-	$221.48	-	$217.05
Double Handle Lavatory Faucet	-	$214.00	-	$209.72	-	$205.53
Electronic Faucet	-	$576.00		$564.48		$553.19
Basin Faucets	-	$268.00		$262.64		$257.39
Metering Faucets Single Handle	-	$279.00	-	$273.42	-	$267.95
Metering Faucets Double Handle	-	$309.00	-	$302.82	-	$296.76
Kitchen Faucets Regular	-	$205.00	-	$200.90	-	$196.88
Kitchen Faucets Single Handle ADA	-	$247.00	-	$242.06	-	$237.22
Kitchen Faucets Wall Mount	-	$250.00	-	$245.00	-	$240.10
Laundry Faucet	-	$218.00	-	$213.64	-	$209.37
Bar Faucet	-	$219.00	-	$214.62	-	$210.33
High Efficiency Toilet Round 0.8 GPF	-	$391.00		$383.18		$375.52
High Efficiency Toilet Elongated 0.8 GPF	-	$415.00		$406.70		$398.57
High Efficiency Toilet - Right Handed Elongated	-	$415.00	-	$406.70	-	$398.57
High Efficiency Urinals	-		-		-	
High Efficiency Urinal (Dual Upper cut or Electronic flush meter)	-	$1,000.00	-	$980.00	-	$960.40
Zero Water Use Urinal	-	$927.00		$908.46		$890.29
Urinal/Toilet Flushometer Retrofits	-					
1.5 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	-	$373.00	-	$365.54	-	$358.23
1.0 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	-	$352.00	-	$344.96	-	$338.06
0.5 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	-	$352.00	-	$344.96	-	$338.06
1.28 GPF Electronic/mechanical (Hybrid) Flushometer Top Mounted	-	$420.00	-	$411.60	-	$403.37
1.0 GPF Electronic/mechanical (Hybrid) Top Mounted	-	$420.00	-	$411.60	-	$403.37
0.5 GPF Electronic/mechanical (Hybrid) Top Mounted	-	$420.00	-	$411.60	-	$403.37

1.6 GPF Electronic/mechanical (Hybrid) Top Mounted	-	$420.00	-	$411.60	-	$403.37
1.6 to 1.28 GPFDual Flush handle Retrofit	-	$188.00	-	$184.24	-	$180.56
1.6 to 1.12 GPF Dual Flush Handle	-	$188.00	-	$184.24	-	$180.56
1.0 to 0.5 GPFDual Flush handle Retrofit	-	$188.00	-	$184.24	-	$180.56
New Technology High Efficiency Toilets	-		-		-	
Toilet Pressure Assisted (1.1 GPF) Elongated Bowl	-	$524.00	-	$513.52	-	$503.25
Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Round	-	$376.00		$368.48		$361.11
Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Elongated	-	$376.00		$368.48		$361.11
Niagara Vacuum Assisted (0.8 GPF) Round	-	$443.00	-	$434.14	-	$425.46
Niagara Vacuum Assisted (0.8 GPF) Elongated	-	$443.00	-	$434.14	-	$425.46
Flapperless Toilet (1.28 GPF) Round	-	$560.00	-	$548.80	-	$537.82
Flapperless Toilet (1.28 GPF) Elongated	-	$560.00	-	$548.80	-	$537.82
Non-Standard Efficiency Toilet (1.28)	-	$842.00	-	$825.16	-	$808.66
Non-Standard Faucet Aerators	-	$49.00	-	$48.02	-	$47.06
Pressure Assist Replacement tank	-	$404.00	-	$395.92	-	$388.00
High Efficiency Hand Held Shower Head	-		-		-	
2.5 GPM Shower Head	-	$39.00	-	$38.22	-	$37.46
1.5 GPM Shower Head	-	$39.00	-	$38.22	-	$37.46
2.0 GPM Shower Head	-	$39.00	-	$38.22	-	$37.46
Outdoor Water Conservation	-		-		-	
High Efficiency Sprinkler Head Replacement (Per Unit)	-	$96.00	-	$94.08	-	$92.20
Soil Moisture Sensor (Per Station)	-	$687.00	-	$673.26	-	$659.79
Automatic Sprinkler Timer/Controllers	-	$486.00	-	$476.28	-	$466.75
Programming Existing Controller System (Per Station)	-	$127.00	-	$124.46	-	$121.97
CONTROLS	-		-		-	
Demand Side Electrical System Control and Monitoring	-	$5,455.00	-	$5,345.90	-	$5,238.98
PUMPS AND MOTORS	-		-		-	
Motors 1.5 HP NEMA Premium Eff.	-	$621.00	-	$608.58	-	$596.41
Motors 2 HP NEMA Premium Eff.	-	$744.00	-	$729.12	-	$714.54
Motors 3 HP NEMA Premium Eff.	-	$989.00	-	$969.22	-	$949.84
Motors 1.5 HP NEMA Premium Eff. totally enclosed	-	$805.00	-	$788.90	-	$773.12
Motors 2 HP NEMA Premium Eff. totally enclosed	-	$989.00	-	$969.22	-	$949.84
Motors 3 HP NEMA Premium Eff. totally enclosed	-	$1,357.00	-	$1,329.86	-	$1,303.26

Variable-Speed Water Pump <= 5 HP	-	$1,357.00	-	$1,329.86	-	$1,303.26
AC/APPLIANCE REPLACEMENT	-		-		-	
Room AC Replacement 5,000 - 5,999 BTU per Unit	-	$454.00	-	$444.92	-	$436.02
Room AC Replacement 6,000 - 6,999 BTU per Unit	-	$518.00		$507.64		$497.49
Room AC Replacement 7,000 - 7,999 BTU per Unit	-	$620.00		$607.60		$595.45
Room AC Replacement 8,000 - 8,999 BTU per Unit	-	$620.00	-	$607.60	-	$595.45
Room AC Replacement 9,000 - 9,999 BTU per Unit	-	$692.00	-	$678.16	-	$664.60
Room AC Replacement 10,000 - 10,999 BTU per Unit	-	$692.00	-	$678.16	-	$664.60
Room AC Replacement 11,000 - 11,999 BTU per Unit	-	$767.00	-	$751.66	-	$736.63
Room AC Replacement 12,000 - 12,999 BTU per Unit	-	$767.00		$751.66	-	$736.63
Room AC Replacement 13,000 - 13,999 BTU per Unit	-	$767.00		$751.66	-	$736.63
Room AC Replacement 14,000 - 14,999 BTU per Unit	-	$908.00	-	$889.84	-	$872.04
Room AC Replacement 15,000 - 15,999 BTU per Unit	-	$908.00	-	$889.84	-	$872.04
Room AC Replacement 16,000 - 16,999 BTU per Unit	-	$974.00	-	$954.52	-	$935.43
Room AC Replacement 17,000 - 17,999 BTU per Unit	-	$999.00	-	$979.02	-	$959.44
Room AC Replacement 18,000 - 23,999 BTU per Unit	-	$999.00	-	$979.02	-	$959.44
Room AC Replacement 24,000 BTU per Unit	-	$1,129.00	-	$1,106.42	-	$1,084.29
Power Cord	-	$16.00	-	$15.68	-	$15.37
Pig Tails	-	$31.00	-	$30.38	-	$29.77
Heat Pump Units (HP)	-		-		-	
Room HP Replacement 5,000 - 5,999 BTU per Unit	-	$729.00	-	$714.42	-	$700.13
Room HP Replacement 6,000 - 6,999 BTU per Unit	-	$729.00	-	$714.42	-	$700.13
Room HP Replacement 7,000 - 7,999 BTU per Unit	-	$803.00	-	$786.94	-	$771.20
Room HP Replacement 8,000 - 8,999 BTU per Unit	-	$803.00	-	$786.94	-	$771.20
Room HP Replacement 9,000 - 9,999 BTU per Unit	-	$912.00	-	$893.76	-	$875.88
Room HP Replacement 10,000 - 10,999 BTU per Unit	-	$912.00	-	$893.76	-	$875.88

Room HP Replacement 11,000 - 11,999 BTU per Unit		$1,024.00	-	$1,003.52	-	$983.45
Room HP Replacement 12,000 - 12,999 BTU per Unit	-	$1,024.00	-	$1,003.52	-	$983.45
Room HP Replacement 13,000 - 13,999 BTU per Unit	-	$1,024.00	-	$1,003.52	-	$983.45
Room HP Replacement 14,000 - 14,999 BTU per Unit	-	$1,236.00	-	$1,211.28	-	$1,187.05
Room HP Replacement 15,000 - 15,999 BTU per Unit	-	$1,236.00	-	$1,211.28	-	$1,187.05
Room HP Replacement 16,000 - 16,999 BTU per Unit	-	$1,335.00	-	$1,308.30	-	$1,282.13
Room HP Replacement 17,000 - 17,999 BTU per Unit	-	$1,372.00	-	$1,344.56	-	$1,317.67
Room HP Replacement 18,000 - 23,999 BTU per Unit	-	$1,372.00	-	$1,344.56	-	$1,317.67
Room HP Replacement 24,000 BTU per Unit	-	$1,567.00	-	$1,535.66	-	$1,504.95
AC/HP Drain Pan	-	$39.00	-	$38.22	-	$37.46
AC/HP Adapter Plug	-	$10.00	-	$9.80	-	$9.60
MISCELLANEOUS	-		-		-	
High Ceiling charge per fixture	-	$3.50	-	$3.43	-	$3.36
Scissor Lift per day	-	$400.00	-	$392.00	-	$384.16
ADDITIONAL SERVICES (CONSULTING)	-		-		-	
RHA Labor (hourly)	-	$97.00	-	$95.06	-	$93.16
Small Business Energy Audit & Report less than 75kW	-	$326.00	-	$319.48	-	$313.09
Small Business Advanced Energy Audit & Report	-	$945.00	-	$926.10	-	$907.58
Billing Inquiry/High Bill Complaint Energy Audit & Report	-	$945.00	-	$926.10	-	$907.58
Measurements and Verification (Metering hourly rate)	-	$148.00	-	$145.04	-	$142.14
IT Consulting Services (hourly)	-	$253.00	-	$247.94	-	$242.98
Smart Thermostat Installation Only	-	$240.00	-	$235.20	-	$230.50

EXHIBIT B

TASK ORDER FORM

TASK ORDER No.: [...input number, sequential to prior task orders, if applicable...]

Date: [ ]

Project Description: [ ]

Participating SCPPA Member(s) (if applicable): [ ]

Contractor: [ ]

SCPPA and Contractor acknowledge and agree that, by making Contractor's services available to multiple Members, through SCPPA pursuant to this Agreement, Contractor is able to provide Members substantial benefits that would not otherwise be available by procuring Contractor's services independently, including but not limited to:

- reduced complexity and effort required for Members to develop and implement efficiency-related programs;
- streamlined billing processes; and
- increased purchasing power for Members through economies of scale and scope, leading to significantly lower costs to Participating Members and increased visibility of Members and Members' needs by Contractor.

To achieve these economies, Contractor is offering to provide the services listed herein to SCPPA Members. Members may elect to use any one or more of these services, as they may choose on their own accord. In addition, Contractor will provide best efforts to accommodate Members' request(s) for additional services that are not specified herein. Any such additional services would be provided at the labor billing rate schedule presented below.

Contractor, SCPPA and the Participating Member(s) ("Participant(s)") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Contractor dated [..input Master Professional Services Agreement date...], except as specifically modified herein.

Scope of Services

[Add Introduction or General Description of Services, if desired]

Task 1: [ ]

Task 2: [ ]

Task 3: [ ]

[Add tasks as needed]

Compensation and Schedule

[Specify fees and schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Contractor]

Amendment(s) to the Agreement

[Specify, or indicate "None."]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____
[Daniel S. Hashimi] Richard J. Morillo
[Senior Assistant] General Counsel

and;

RICHARD HEATH & ASSOCIATES, INC.

By: _____
NAME
Title

Participant's Acknowledgement and Agreement

By signing this Task Order, Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

[... Name of Participating Member(s), if applicable ...]

By: _____
[... PRINTED NAME IN CAPS ...]
[... printed title ...]

☐ Check here if Participant has indicated acknowledgement and agreement by letter addressed to SCPPA.

DocuSign Envelope ID: 0B3266F0-DB22-4F01-B667-A2D62F7FD4EB

Execution Version

AMENDMENT NO. 1
TO THE MASTER GOODS AND SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND RICHARD HEATH AND ASSOCIATES, INC

This Amendment No. 1 ("Amendment") is dated for convenience as of **December 17, 2020** and is made to the Master Goods and Services Agreement between the Southern California Public Power Authority ("SCPPA") and Richard Heath and Associates, Inc ("Consultant"), dated January 1, 2018 ("Agreement") to extend the term of the Agreement for 3 years and establish a contract limit. SCPPA and Consultant are also referred to herein individually as ("Party") and together as ("Parties").

NOW, THEREFORE, in consideration of the promises herein, and for good and valuable consideration, the Parties agree to amend and extend the term of the Agreement as follows:

1. Effective January 1, 2021, pursuant to Section 10 of the Agreement, the term of the Agreement is hereby extended for one (1) additional three (3) year period so that the expiration date of the Agreement shall be January 1, 2024, unless terminated sooner by either Party pursuant to the provisions of Section 10 of the Agreement.

2. The cost of all goods and services provided during the term of the Agreement, including reimbursement of reasonable out-of-pocket expenditures, shall not exceed One Million Five Hundred Thousand dollars ($1,500,000).

3. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
Michael S. Webster
B6AA32131A0046E...

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by:
Richard J. Morillo
46A7F157BCD248A...

RICHARD J. MORILLO 12/23/2020
General Counsel

RICHARD HEATH AND ASSOCIATES, INC.

DocuSigned by:
Cynthia Rafferty
13102D0D8742467...

By: _____
CYNTHIA RAFFERTY
Chief Executive Officer

DocuSign Envelope ID: AAAC065E-40C3-4C76-9063-B2367A65502C

AMENDMENT NO. 2 TO THE
MASTER GOODS AND SERVICES AGREEMENT BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND RICHARD HEATH AND ASSOCIATES, INC.

This Amendment No. 2 ("Amendment No. 2") is dated for convenience as of September 15, 2022 and is made to the Master Goods and Services Agreement between the Southern California Public Power Authority ("SCPPA") and Richard Heath and Associates, Inc. ("Consultant"), dated January 1, 2018 and as amended on December 17, 2020 (the "Agreement") to increase the contract price limit established in Amendment No. 1 to the Agreement. SCPPA and Consultant are also referred to herein individually as ("Party") and together as ("Parties").

NOW, THEREFORE, in consideration of the promises herein, and for good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. The cost of all goods and services provided during the term of the Agreement, including reimbursement of reasonable out-of-pocket expenditures, shall not exceed seventy million dollars ($7,000,000).

2. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 on the date first written above and each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: DocuSigned by: Michael S. Webster B6AA32131A0046E...
Michael S. Webster
Executive Director

Approved as to Form:

By: DocuSigned by: Christine Godinez 61AD937485BC4C6...
Christine Godinez
General Counsel

RICHARD HEATH AND ASSOCIATES, INC.

By: DocuSigned by: Cynthia Rafferty 13102D0058742467...
Cynthia Bruno Rafferty
Chief Executive Officer

PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND RICHARD HEATH AND ASSOCIATES, INC.
TASK ORDER No. 03

Date: August 28, 2018

Project Description: RHA Inc. Services under Professional Services Agreement ("Agreement") between SCPPA and Consultant dated January 1, 2018

Participating SCPPA Member: City of Banning

Consultant: Richard Heath and Associates, Inc. ("RHA")

Consultant, SCPPA and the participating SCPPA Member identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated January 1, 2018, except as specifically modified herein.

Scope of Services

1. RHA to deliver Small Business Energy Audits and Energy Efficiency Implementation Programs (direct installs) to small / medium sized commercial customers of the City of Banning Electric Utility. The funding for this program shall not exceed **$100,000** unless otherwise agreed to in writing by the City of Banning.

Compensation and Schedule

Price to perform the above referenced tasks is based on the fee scheduled set forth by the Master Professional Services Agreement ("Agreement") between SCPPA and RHA Inc. dated January 1, 2018.

The services proposed on all of the above tasks will be conducted during the 2018-2019 fiscal year (July 1, 2018 to June 30, 2019).

Amendment(s) to the Agreement

None

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

and;

RICHARD HEATH AND ASSOCIATES, INC.

By: _____
~~CYNTHIA BRUNO~~ RICHARD HEATH
~~Chief Executive Officer~~ Owner

Participant's Acknowledgement and Agreement

By signing this Task Order, Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

CITY OF BANNING

By: _____ 9/5/18
TOM MILLER
Electric Utility Director

TASK ORDER No.: 04

Date: April 18, 2018

Project Description: RHA Inc. Services under Professional Services Agreement ("Agreement") between SCPPA and Consultant dated January 1, 2018.

Participating SCPPA Member(s) (if applicable): Banning Electric Utility

Consultant: Richard Heath & Associates ("RHA").

SCPPA Contract Resolution No.: 2017-113

Consultant, SCPPA and the participating Member(s) ("Participant(s)") identified above (if any) agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated January 1, 2018, except as specifically modified herein.

Scope of Services

1) Energy Audits
   - Lighting
   - Mechanical
   - Heating, Ventilation, Air Conditioning (HVAC)
   - Pumps/Motors

2) Solar Photovoltaic Assessments

   Assess the viability of installing solar photovoltaic systems on City owned facilities or City electric customers including, but not limited to:
   - Roof mounted systems
   - Ground mounted systems
   - Parking cover mounted systems
   - Other prospective applications

3) Any other research, engineering or energy related engineering services as requested

Compensation and Schedule

Price for provided goods and services is based on the fee schedule set forth by the Master Good and Services Agreement ("Agreement") between SCPPA and Richard Heath & Associates, Inc.

The funding for this program is based by project on an as-needed basis by Banning Electric Utility.

Representative(s) of Participating Member(s)

Brandon Robinson
Associate Electrical Engineer
City of Banning
Electric Utility Department
(951) 922-3263

Amendment(s) to the Agreement

None

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

and;

RICHARD HEATH & ASSOCIATES, INC.

By: _____
Ernie Escobedo
Chief Financial Officer

APPROVED AS TO LEGAL FORM AND CONTENT:

_____
Richard J Morillo
General Counsel
Southern California Public Power Authority

Participant's Acknowledgement and Agreement

By signing this Task Order, Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Consultant and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

Banning Electric Utility

By: _____ 4/25/19
Thomas Miller
Electric Utility Director

MASTER GOODS AND SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND RICHARD HEATH AND ASSOCIATES, INC.
TASK ORDER No. 2019-01

Date: July 10, 2019

Program Description: Small Business Energy Audits and Energy Efficiency Implementation Programs

Participating SCPPA Member: City of Banning

Consultant: Richard Heath and Associates, Inc. ("RHA")

Consultant, SCPPA and the participating SCPPA Member identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement ("Agreement") between SCPPA and Consultant dated January 1, 2018, except as specifically modified herein.

Scope of Services

1. RHA to deliver Small Business Energy Audits and Energy Efficiency Implementation Programs (direct installs) to small / medium sized commercial customers of the City of Banning Electric Utility. The funding for this program shall not exceed **$100,000** unless otherwise agreed to in writing by the City of Banning.

Compensation and Schedule

Price to perform the above referenced tasks is based on the fee scheduled set forth by the Master Goods and Services Agreement ("Agreement") between SCPPA and RHA Inc. dated January 1, 2018.

The services proposed on all of the above tasks will be conducted during the 2019-2020 fiscal year (July 1, 2019 to June 30, 2020).

Amendment(s) to the Agreement

None

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____
RICHARD J. MORILLO
General Counsel

and;

RICHARD HEATH AND ASSOCIATES, INC.

By: _____
ERNIE ESCOBEDO
Chief Financial Officer

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

CITY OF BANNING

By: _____ 7/23/15
TOM MILLER
Electric Utility Director

MASTER GOODS AND SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND RICHARD HEATH AND ASSOCIATES, INC.
TASK ORDER No. 2019-02

Date: July 11, 2019

Program Description: Solar Photovoltaic and Power Quality Assessments

Participating SCPPA Member: City of Banning

Consultant: Richard Heath and Associates, Inc. ("RHA")

Consultant, SCPPA and the participating SCPPA Member identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement ("Agreement") between SCPPA and Consultant dated January 1, 2018, except as specifically modified herein.

Scope of Services

1) Power Quality Assessments/Energy Audits

- Lighting
- Mechanical
- Heating, Ventilation, Air Conditioning (HVAC)
- Pumps/Motors

2) Solar Photovoltaic Assessments

Assess the viability of installing solar photovoltaic systems on City owned facilities or City electric customers including, but not limited to:

- Roof mounted systems
- Ground mounted systems
- Parking cover mounted systems
- Other prospective applications

3) Any other research, engineering or energy related engineering services as requested

Compensation and Schedule

Price to perform the above referenced tasks is based on the fee scheduled set forth by the Master Goods and Services Agreement ("Agreement") between SCPPA and RHA Inc. dated January 1, 2018.

The services proposed on all of the above tasks will be conducted during the 2019-2020 fiscal year (July 1, 2019 to June 30, 2020).

Amendment(s) to the Agreement

None

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____
RICHARD J. MORILLO
General Counsel

and;

RICHARD HEATH AND ASSOCIATES, INC.

By: _____
ERNIE ESCOBEDO
Chief Financial Officer

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

CITY OF BANNING

By: _____ 8/13/18
TOM MILLER
Electric Utility Director

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TASK ORDER No.: 07

Date: June 29, 2022

Program Description: Solar Photovoltaic and Power Quality Assessments

Participating Member: City of Banning

Consultant: Richard Heath and Associates, Inc. ("RHA")

Consultant, SCPPA and the Participating Member identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement ("Agreement") between SCPPA and Consultant dated January 1, 2018, and as Amended on December 17,2020 except as specifically modified herein.

Scope of Services

Consultant will provide Participant with the following services listed below:

1) Power Quality Assessments/Energy Audits
   - Lighting
   - Mechanical
   - Heating, Ventilation, Air Conditioning (HVAC)
   - Pumps/Motors
2) Solar Photovoltaic Assessments

   Assess the viability of installing solar photovoltaic systems on City owned facilities or City electric customers including, but not limited to:
   - Roof mounted systems
   - Ground mounted systems
   - Parking cover mounted systems
   - Other prospective applications
3) Any other research, engineering or energy related engineering services as requested

Compensation and Schedule

The price to perform the above referenced tasks is based on the fee schedule set forth in the Agreement. The compensation for performance of all services identified herein **shall not exceed one hundred twenty-nine thousand dollars ($129,000.00)**.

This Task Order shall apply to all work performed, in accordance with the Scope of Services as stated above, from July 1, 2020 and end by or before the termination of the Agreement on January 1, 2024.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: DocuSigned by: Michael S. Webster B6AA32131A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:
DocuSigned by: Armando Arballo A1C12098FDFB4BB...
ARMANDO ARBALLO
Assistant General Counsel

RICHARD HEATH AND ASSOCIATES, INC.

By: DocuSigned by: Cynthia Rafferty 13102D0D8742467...
CYNTHIA BRUNO RAFFERTY
Chief Executive Officer

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

CITY OF BANNING

By: DocuSigned by: Thomas A. Miller 599CA141D5E1428...
THOMAS MILLER
Electric Utility Director

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Executed Version

MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
LINCUS, INC.

This MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated and effective **August 19, 2021**, by and between LINCUS, INC. ("Consultant"), an Arizona Corporation, located at 8950 S 52nd St, Ste 415, Tempe, AZ 85284, and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Consultant are also referred to herein individually as "Party" and together as "Parties". Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

WHEREAS, SCPPA member utilities ("Members") are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to facilitate SCPPA's services that support its Members' procurement of generation and transmission resources and their obligation to first acquire energy efficiency and demand reduction resources that are cost effective, reliable and feasible as mandated by Section 9615 of the California Public Utilities Code; and

WHEREAS, Consultant is qualified and capable of providing such services.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the Parties agree as follows:

1. **Services to be Provided:**
   SCPPA engages Consultant to provide the services and related tasks ("Services") outlined in Exhibit A for its Members to utilize pursuant to one or more separate task orders ("Task Order") substantially in the form attached hereto as Exhibit C. The Services performed by Consultant under all Task Orders shall be based upon the price terms listed in Exhibit B, provided that in no event shall the payments to Consultant exceed the designated maximum amount listed in Exhibit B for all Task Orders under this Agreement. Each Task Order shall specify the tasks and assignments, from among the Services, to be performed by Consultant. Each Task Order may include a cap for all payments for Services performed under the Task Order and a time schedule for completion of the Services. Any Member that elects to

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participate in any Task Order is referred to herein as the "Participating Member." No Task Order may be amended except by written agreement executed by Consultant, SCPPA and the Participating Member, provided that if a Participating Member has elected to confirm its Task Order participation through a letter to SCPPA, the Participating Member shall have submitted a new letter to SCPPA requesting the amendment to the Task Order prior to SCPPA's execution of the amended Task Order.

2. **Independent Contractor:**
Consultant is an independent contractor, is not an employee of SCPPA or any Member and shall not be entitled to any employment benefits or rights afforded by SCPPA or Members to their employees, including, but not limited to, sick leave, vacation leave, paid leave, holiday pay, retirement benefits, worker's compensation or other insurance benefits. Consultant shall indemnify, defend and hold harmless SCPPA and Members for the payment of any employee and/or employer contributions for the California Public Employees Retirement System ("PERS") benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SCPPA or Members. This indemnification is intended to supplement and is not intended to limit or exclude the application of the indemnification requirements provided in Section 7 hereof. Consultant shall furnish the Services according to its own manner and methods except as required by applicable Laws and this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or Members to any obligation in any capacity whatsoever as agent or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall cause all subcontractors to comply with the same and agree in a separate writing to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant's visit to and time spent at SCPPA, Member or project site locations shall be subject to normal business hours, appropriate safety standards and security requirements.

3. **Standard of Care:**
The Consultant shall perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by competent consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations ("Laws") applicable to the performance of the Services. Consultant represents and warrants that it is appropriately licensed, qualified and experienced to provide the Services.

4. **Amendments:**
Amendments to this Agreement must be in writing and signed by both Parties.

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5. **Payment:**
SCPPA shall pay Consultant for Services in accordance with the terms of this Agreement and the applicable Task Order. Consultant is not authorized to perform any Services or incur any costs whatsoever until a Task Order has been completed, executed by both Parties (and the Participating Member if the Participating Member has elected to sign the Task Order) and a written notice of authorization for the start of Services for such Task Order has been issued by the SCPPA designated representative. In addition to any specific requirements in a Task Order, each invoice from Consultant shall include the following:

   a. A reference number assigned by SCPPA for invoices under this Agreement;
   b. Name of each Participating Member that has received Services for which the invoice is being issued by Consultant; and
   c. The basis for the amount invoiced, including a description of Services provided.

   Consultant shall submit all invoices to SCPPA. Invoices delivered to SCPPA shall be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the Participating Member on or before the 25th day of the same month, shall be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the Participating Member. SCPPA shall inform Consultant of any disputed invoice amounts within thirty (30) days of receipt of the invoice by SCPPA. SCPPA may withhold payment of such disputed amounts until both Parties have reached agreement on the proper amount of the invoice.

6. **Taxes:**
All taxes on Consultant's income, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA.

7. **Indemnity**:
Consultant shall defend, with counsel reasonably acceptable to SCPPA, indemnify and hold harmless SCPPA and each Participating Member, and their officers, agents, elected and appointed officials, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's officers, employees, agents, affiliates and subcontractors, or damage or destruction to any property of either Party, a Participating Member or a third person

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in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, affiliates or subcontractors, except for the gross negligence or willful misconduct of SCPPA or a Participating Member, and their officers, agents, representatives or employees.

8. **Intellectual Property Infringement:**
Consultant shall defend, indemnify and hold harmless SCPPA and each Participating Member from and against any loss, cost and expense that SCPPA or each Participating Member incurs because of a claim that any deliverables, materials, software or hardware or equipment (hereinafter "Products") provided pursuant to this Agreement infringes on the intellectual property rights of others. Consultant's indemnification obligation under this Section 8 is conditioned on the following: (i) SCPPA must notify Consultant of any such claim and (ii) the claim must not arise from modifications to or misuse of the Product by SCPPA or the Participating Member. In the event of an infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA and any Participating Member the right to continue using the Product under the terms of this Agreement as was being used prior to the infringement claim; or (C) replace for SCPPA and any Participating Member the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function. Consultant's election in response to an infringement claim as described in this Section 8 shall not result in any additional costs or liability to SCPPA and any Participating Member.

9. **Insurance:**
Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

(a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

(b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence. Such policy shall cover SCPPA and each Participating Member as an

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additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Participating Members.

(c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

(d) Errors & Omissions/Professional Liability insurance, including coverage for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars ($1,000,000).

(e) [Cyber Security Coverage including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance. Consultant shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from:

1. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
2. breaches of security;
3. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and,
4. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.

The minimum limits shall be three million dollars ($3,000,000) for each and every claim and in the aggregate.

Such insurance must address all of the foregoing without limitation if caused by an employee of the Consultant or an independent contractor working on behalf of the Consultant in performing Services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for two years (either as a policy in force or under an extended reporting provision) after contract termination.]

(f) All required policies shall provide not less than a thirty (30) day notice of cancellation to SCPPA.

The insurance to be provided by Consultant under this Agreement shall not include any of the

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following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Members that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or Participating Members for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Members under the policy; (iii) provides coverage to SCPPA or Participating Members only if Consultant 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 SCPPA's or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA proof of all specified insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. **Term and Termination:**

(a) The term of this Agreement shall be three (3) years from the date hereof at which time it shall either expire or be extended by written agreement of the Parties for one (1) or more additional terms totaling no more than three (3) years, unless sooner terminated in accordance with this Section 10.

(b) Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. Upon such termination, (i) Consultant shall reimburse SCPPA for all payments made by SCPPA for Services not yet completed, or (ii) if outstanding payments are owed to Consultant, SCPPA shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement up to the date of termination. Any rights or obligations pursuant to Sections 5, 6, 7, 8, 10, 11 and 13 shall survive the expiration or termination of this Agreement for a period of two (2) years.

(c) No Task Order shall be executed pursuant to this Agreement if the time or deadline for performance thereof extends beyond the then-applicable expiration date of the Agreement.

11. **Use and Ownership of Work Product:**

(a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or

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components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.

(b) SCPPA and the Participating Members shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

12. **Information Provided by Others:**
To the extent reasonably available to SCPPA and/or the Participating Members, and not otherwise subject to any confidentiality requirement, SCPPA and/or the Participating Members, upon Consultant's request shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and Participating Members. Any Customer Data (as defined in Section 13 herein) furnished to Consultant by SCPPA or Participating Members shall be deemed Confidential Information subject to Section 13 of this Agreement.

13. **Confidential Information:**
As used herein, "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a Participating Member, such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be all information or opinion collected or gathered from an individual customer of a Participating Member, either verbally, in writing, or electronically.

Either Party (as to information disclosed, the "Disclosing Party") may provide the other (as to information received, the "Receiving Party") with information in connection with this Agreement that it may deem to be "Confidential Information" as defined herein. Confidential Information shall mean any and all: (1) Customer Data provided by SCPPA or any Participating Member to Consultant or any of Consultant's subcontractors; (2) Customer Responses collected by Consultant or any of Consultant's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. Receiving Party agrees: (a) to use or reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose, (b) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (c) not to disclose the Confidential Information to a competitor of Disclosing Party.

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Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a Participating Member customer contacted by Consultant in the course of performance of this Agreement) or (iv) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant's Confidential Information subject to this Agreement, SCPPA shall notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, attorneys' fees, judgment or order related thereto or otherwise arising from the denial of access to Consultant's Confidential Information to said third party.

If Consultant is requested or required, pursuant to any order, rule, ruling, discovery request, subpoena, civil investigation or similar process to disclose any of SCPPA's or Participating Members' Confidential Information, Consultant shall provide prompt written notice to each of SCPPA and the affected Participating Members of such request or requirement so that SCPPA and the affected Participating Members may, at their own expense, seek a protective order or other appropriate remedy concerning such disclosure.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member shall only be provided by Consultant to SCPPA and the interested Participating Member, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way that individual customer responses or data cannot be determined. Consultant shall retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information shall be returned to SCPPA or at SCPPA's written request, destroyed, and Consultant shall retain no copies of the Confidential Information.

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Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who shall collect Customer Responses comply with the provisions of this Section 13.

Notwithstanding these restrictions, (a) Consultant may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Agreement, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) SCPPA may disclose Confidential Information to Members, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Each Disclosing Party warrants that it has the right to disclose the information that it discloses.

14. **Dispute Resolution:**

In the event of a dispute between the Parties either Party may deliver to the other Party a notice of dispute with a detailed description of the underlying circumstances for the dispute. The dispute notice shall include a schedule of availability of the notifying Party's officers having a title of senior vice president or higher duly authorized to settle the dispute during the thirty (30) day period following delivery of the dispute notice. The recipient Party shall, within five (5) business days of receipt of the dispute notice, provide to the notifying Party a parallel schedule of availability of its officers having a title of senior vice president or higher duly authorized to settle the dispute. The senior officers of the Parties shall meet and confer as often as reasonably necessary during the thirty (30) day period in good faith negotiations to resolve the dispute. In the event the dispute is not resolved within the thirty (30) day period then either Party may pursue any legal remedy available to it.

15. **Representatives:**

SCPPA's representative for administration of this Agreement:
Mario De Bernardo, telephone number (916) 510-9278 and e-mail address is mdebernardo@scppa.org. All questions to SCPPA pertaining to this Agreement shall be referred to the person named above.

Consultant's representative for this Agreement:
Yeshpal Gupta, telephone number (480) 227-6761, fax number (626) 473-2066 and e-mail address is ygupta@lincus.com. All questions to Consultant pertaining to this Agreement shall be referred to the person named above.

The representatives set forth herein shall have authority to give all notices required herein.

16. **Notices:**

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Notices, requests, demands and other communications made pursuant to this Agreement shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, electronic mail, or by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

Mario De Bernardo
915 L Street, Suite 1410
Sacramento, CA 95814
(916) 510-9278
mdebernardo@scppa.org

To Consultant:

Yeshpal Gupta
Lincus, Inc.
222 E. Huntington Drive, Ste 110
Monrovia, CA 91016
(480) 227-6761
ygupta@lincus.com

Either party may change its contact information for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery or upon transmission by electronic mail accompanied by a telephone call to the intended recipient; 2) one (1) calendar day after transmission by electronic mail not accompanied by a telephone call; 3) five (5) calendar days after deposit in first class mail, if mailed within the United States; and 4) ten (10) calendar days after deposit in the mail, if mailed from outside the United States.

17. **Miscellaneous:**

(a) Assignment – This Agreement is binding upon and shall inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.

(b) Integration; Conflicts – This Agreement, including Exhibits hereto, contains the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, whether written or oral. Any conflict between the terms of this Agreement and the Exhibits hereto, or any Task Order, the terms of this Agreement shall control. Any conflicts between the Exhibits and any Task Order, the Exhibits shall control.

(c) Waiver – The failure to enforce any terms of this Agreement or the waiver of any breach of this Agreement shall not constitute a waiver of any other breach or a relinquishment of right to enforce the same or any other provision of this Agreement.

(d) Severability – If any provision of this Agreement is rendered invalid or unenforceable

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under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with the laws of the State of California.

(e) Governing Law – This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

(f) Venue – All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California, both Parties waive any defense of forum non conveniens.

18. **Execution in Counterparts, Electronic Signatures and Document Transmission:**
This Agreement may be executed in counterparts, and, upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

The Parties may execute this Agreement by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent provided under applicable law, including California's Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
By: Michael S. Webster
B6AA32131A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by:
Mary Beth Martin
AD5D8B3F2717439...
MARY BETH MARTIN
General Counsel

Lincus, Inc

Yeshpal Gupta
By:
Yeshpal Gupta
Vice President

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EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

Services not expressly set forth in this Exhibit A are excluded.

1. Services under this agreement are to include independent third-party verification of Participating Members' annual Greenhouse Gas (GHG) emission reports as required by CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions. The purpose is to evaluate whether the emission reports are reasonably accurate and conform to the requirements of the regulation.

2. Consultant is to be approved and listed as a CARB accredited verification body, having met all applicable accreditation requirements, with at least two accredited lead verifiers and five full time staff. At least one member of the verification team are to be an accredited Electricity Transactions Specialist. Consultant is to remain apprised of and be committed to meeting any additional CARB training requirements necessary to maintain their accreditation.

3. Consultant is to be able to evaluate and provide a Conflict of Interest Form as required by CARB. The potential for a conflict of interest between the Consultant and Participating Member are to be in the low to medium category, in accordance with Section 95133 of the Mandatory Reporting Regulation. If the potential for a conflict of interest falls in the medium category, the Consultant is to state whether it can be mitigated to a level acceptable to CARB.

4. Consultant is to provide the following: a work plan and schedule for completing verification of the Participating Member's GHG emission reports prior to the verification statement compliance deadline of August 10; prepare and submit a Conflict of Interest Evaluation and Notification of Verification Services to CARB prior to the start of verification services; conduct a project kick-off and coordination meeting(s); prepare a verification plan and a data sampling plan; request documentation needed to verify the report; conduct on-site and/or virtual verification meetings; perform data checks and assess whether the GHG emissions report is free of material misstatement and conforms with CARB's procedures and methods for calculating and reporting GHG emissions; provide monthly progress updates; a list of findings including description of the issue and reference to the regulatory requirement in a timely manner that provides sufficient time for the Participating Member's review, evaluation, and corrective action if needed prior to July 31; unlock the GHG emission report if needed so corrections can be made and verify the final revised report.

5. At the conclusion of the verification process, consultant is to prepare a verification report(s) and opinion(s); conduct independent review of the verification services and findings of the verification team; and submit a Verification Statement to CARB on or before the verification statement compliance deadline of August 10 each year for each GHG emissions report.

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EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

In no event shall SCPPA's payment obligations to Consultant for all Services performed or for any other reason exceed $300,000.

The following cost estimates for each facility type are prepared based on the limited information provided in the request for proposal and the GHG verification process described in this response. The cost estimates are broken into Electricity Transactions and Electricity Generation facility types per ARB ID. The cost estimates are further broken down into full vs less intensive verification years. Also, the cost estimate for the On-Site Verification Task is an average of the time and distance from Lincus' Monrovia, CA office to the reporting entities. **As per the request for proposal, final budgets will be negotiated with the reporting entity.** The scope of work under each task is explained in the Lincus proposal. *Costs include review of one set of revisions to calculations for each emitting activity.*

Electricity Transactions Full Verification Cost Estimate

Task Description	Budgeted Expenditure
Task 1: COI/NOVS Evaluation	$196
Task 2: Project Kickoff and Coordination	$196
Task 3: Verification Plan Development	$326
Task 4: On-site Verification	$825
Task 5: Sampling Plan Development	$326
Task 6: Compliance Assessment	$2,348
Task 7: Internal Quality Control	$392
Task 8: Verification Report & Verification Opinion	$848
Total Cost	**$5,457**

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Electricity Transactions Less Intensive Verification Cost Estimate

Task Description	Budgeted Expenditure
Task 1: COI/NOVS Evaluation	$196
Task 2: Project Kickoff and Coordination	$196
Task 3: Verification Plan Development	$326
Task 4: Online Verification	$356
Task 5: Sampling Plan Development	$326
Task 6: Compliance Assessment	$2,348
Task 7: Internal Quality Control	$392
Task 8: Verification Report & Verification Opinion	$848
Total Cost	**$4,988**

Electricity Generation Full Verification Cost Estimate

Task Description	Budgeted Expenditure
Task 1: COI/NOVS Evaluation	$196
Task 2: Project Kickoff and Coordination	$196
Task 3: Verification Plan Development	$163
Task 4: On-Site Verification	$827
Task 5: Sampling Plan Development	$163
Task 6: Compliance Assessment	$3,066
Task 7: Internal Quality Control	$392
Task 8: Verification Report & Verification Opinion	$848
Total Cost	**$5,851**

Electricity Generation Less Intensive Verification Cost Estimate

Task Description	Budgeted Expenditure
Task 1: COI/NOVS Evaluation	$196
Task 2: Project Kickoff and Coordination	$196
Task 3: Verification Plan Development	$163
Task 4: Online Verification	$392
Task 5: Sampling Plan Development	$163
Task 6: Compliance Assessment	$3,066
Task 7: Internal Quality Control	$392
Task 8: Verification Report & Verification Opinion	$848
Total Cost	**$5,416**

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All travel must be preapproved in writing by SCPPA or the applicable Participating Member. As a public agency, SCPPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

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EXHIBIT C
TASK ORDER FORM

TASK ORDER No.: […input number, sequential to prior Task Orders, if applicable…]

Date: [ ]

Project Description: [ ]

Participating Member (if applicable): [ ]

Consultant: [ ]

Consultant, SCPPA and the Participating Member identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated [..input Master Professional Services Agreement date…].

Scope of Services

[Add Introduction or General Description of Services, if desired]

Task 1: [ ]

Task 2: [ ]

Task 3: [ ]

[Add tasks as needed]

Compensation and Schedule

[Specify fees and schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Consultant]

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____

[NAME]
[Title]

[… LEGAL ENTITY NAME …]

By: _____

[… PRINTED NAME IN CAPS …]
[… Printed Title …]

Participating Member's Acknowledgement and Agreement

The undersigned hereby attests that […he or she…] has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participating Member agrees to indemnify, defend and hold harmless SCPPA, all other Members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees incurred by SCPPA in connection with the Services performed for the benefit of, or on behalf of, Participating Member pursuant to this Task Order, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

NAME OF PARTICIPATING MEMBER (required)

By: _____

[… PRINTED NAME IN CAPS …]
[General Manager / Utility Director]

DocuSign Envelope ID: 671DE6CF-8A41-42D4-B391-F65A38B5D7BB

☐ Check here if Participating Member has indicated acknowledgement and agreement to pay for Services procured under this Task Order by letter from Participating Member's General Manager addressed to SCPPA.

TASK ORDER No.: 02Banning

Date: 3/7/19

Project Description: Greenhouse Gas Verification Services

Participating SCPPA Member: City of Banning Electric Utility

Contractor: Lincus, Inc.

Contractor, SCPPA and the participating Member ("Participant") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement ("Agreement") between SCPPA and Contractor dated April 3, 2018, except as specifically modified herein.

Scope of Services

SUMMARY OF WORK

The purposes of this verification exercise are, by review of objective evidence, to independently verify that the submitted emissions data reports are:

- Free of material misstatement; and
- In full conformance with the requirements of the Regulation.

Lincus' verification team follows a very well defined and tested approach to achieve these objectives. Here is the detailed description of various tasks involved in this analysis:

Task 1: COI/NOVS Evaluation – Prior to beginning any verification project, *Lincus* conducts an evaluation to identify any potential conflicts of interest (COI) as per the guidelines provided in the regulation section 95133. The *Participant* may be asked to provide emissions information to *Lincus* in order to proceed with this evaluation. Once *Lincus'* internal review is completed and approved for the verification services, *Lincus* will assign a Lead Verifier to coordinate various verification activities. The Lead Verifier will then select other verification team members based on their familiarity with the technical operations of similar type of facilities. The lead verifier will have operational control over the verification team and will be the primary point of contact for all verification activities. After completion of internal COI evaluation, *Lincus* will submit a Conflict of Interest (COI) and a Notice of Verification Service (NOVS) form to ARB for each facility to be verified. After CARB approves the COI and NOVS, Lincus will begin verification services for the *Participant.*

Task 2: Project Kickoff and Coordination – After receiving ARB's approval, a kick-off meeting (or a conference call) with the *Participant* will be held to discuss verification activities, ARB's requirements, verification schedule, clearance issues, and other applicable project details. *Lincus* will also request a point-of-contact at the site to touch base and follow up for information during the course of the project (if necessary). Copies of emissions related information for the verification year, including a copy of the certified emissions report submitted to ARB, will also be requested to develop a complete analysis of the facility.

Task 3: Verification Plan Development – Once the information outlined in Task 2 is obtained, *Lincus* will analyze the data in concert with information regarding the Participant's operation to

formally document the verification plan. The verification plan will include dates of proposed meetings and site visits; list of personnel to be interviewed; list and types of document and data reviews; and expected date for completing verification services

Task 4: On-Site Verification – Once the verification plan is complete and agreed upon, a site visit will be made to the facility to verify the facility's emission sources, data management systems, and to interview personnel associated with their GHG emission program. Facility visits for each facility undergoing full verification are mandatory per AB 32 regulations. During the site visit, Lincus will inspect facility operations, emissions-related documentation, data management systems, metering equipment calibration records, and other areas. This will include interviews with key personnel involved in recording, storing, managing, and generating reports related to emissions reporting. Every effort will be made to schedule interviews with key personnel to minimize disruption to facility operations. Depending upon the pre-site visit data provided by the facility, Lincus verifiers will survey the facility for data gathering, inspection and interview of various facility personnel. Project status updates and follow up site visits (if necessary) will be coordinated through the Lincus Lead Verifier assigned to that facility.

Task 5: Sampling Plan Development – In this task, verification team will develop a data sampling plan based on a strategic analysis developed from document reviews and interviews during the site visit. The sampling plan will be created to assess the likely nature, scale and complexity of the verification services. The sampling plan will include:

1. Ranking of all emission sources by magnitude on a CO_2e (Carbon Dioxide equivalent) basis;
2. Ranking of emission sources with the largest calculation uncertainty
3. Qualitative description of uncertainty risk assessment of
    - Data processing, tracking, and reporting
    - Emission calculations
    - Data reporting
    - Management policies or practices in developing emission data reports

Task 6: Compliance Assessment – Based on the sampling plan, the verification team will conduct a thorough review of the Participant's calculation data to verify compliance with the regulation. The verification team will also verify the Participant's compliance with other non-data driven portions of the regulation as specified in regulation section 95103 to 95109. In essence, the verification team will verify that submitted emission data report is "free of material misstatement" and is in "full conformance with the requirements of regulation". In some cases verification team may re-create a part of the emission calculations to verify its accuracy. If required, the lead verifier may request for additional documentations and/or explanations. If any inconsistencies are found in the emission data report, the verification team will communicate them to the *Participant* in a language which cannot be constituted as consulting. In some cases, it may be recommended to contact the relevant ARB authority.

Task 7: Internal Quality Control – Following the completion of the compliance assessment process, and a recommendation by the verification team, all documentation will be forwarded to an Internal Lead Verifier. The task of the Internal Lead Verifier is to check that all procedures have been followed and all conclusions are justified. The Internal Lead Verifier will either accept or reject the recommendation made by the verification team.

Task 8: Verification Report & Verification Opinion – As an outcome of the verification process, *Lincus* will provide to the *Participant*, a detailed verification report. The verification report will include the verification plan, the detailed comparison of the data checks with the submitted emission data report, the log of issues identified in the course of verification activities and their resolution, and any qualifying comments on findings during verification services. The verification team will also provide a verification opinion to the *Participant*. In the event of adverse verification opinion, the *Participant* will be provided at least ten working days to modify the emission data report to correct any material misstatement or nonconformance found by the verification team. At the expiry of this period, *Lincus* will provide a modified report and verification opinion to ARB and the *Participant*. In some cases, an exit meeting can be scheduled to explain the verification findings to the *Participant*.

Compensation and Schedule

PROJECT SCHEDULE

Lincus will complete the verification activities within 6-8 weeks of Greenhouse Gas Emissions report submission, but in no event later than August 2, 2019. The table below shows a tentative timeframe for each task to be followed for this verification services. Please note that the COI/NOVS can be completed before the submission of the annual Greenhouse Gas Emissions report.

Verification Tasks	Timeframe (business days)
Task 1: COI/NOVS Evaluation	5 Days
Task 2: Project Kickoff and Coordination	1 Day
Task 3: Verification Plan Development	2 Days
Task 4: On-Site Verification	1 Days
Task 5: Sampling Plan Development	6 Days
Task 6: Compliance Assessment	5-15 Days
Task 7: Internal Quality Control	5 Days
Task 8: Verification Report & Verification Opinion	5 Days*
Total	**30 – 40 Days**

* Adverse opinion requires minimum ten days of notice from verifier to the Participant.

COST

The following fixed cost is prepared based on the GHG verification process described earlier in this document. Contractor will be paid by SCPPA upon completion of all tasks enumerated in the following table based upon the fixed prices and total price provided therein. The scope of work under each task is explained above. Costs include review of one set of revisions to calculations for each emitting activity. Review of any additional revisions will be billed on a time and materials basis, if first approved in writing by SCPPA or Participant. **Payments in excess of the fixed costs described in the following table, including those listed under the Work Not Included In this Proposal, will require the prior written approval of SCPPA or Participant.**

City of Banning Electric Utility (3025) Cost

Task Description	Budgeted Expenditure
Task 1: COI/NOVS Evaluation	$189
Task 2: Project Kickoff and Coordination	$189
Task 3: Verification Plan Development	$322
Task 4: On-Site Verification	$1,215
Task 5: Sampling Plan Development	$644
Task 6: Compliance Assessment	$1,988
Task 7: Internal Quality Control	$378
Task 8: Verification Report & Verification Opinion	$833
Total Price	**$5,758**

Work Not Included In This Proposal

This section includes the work not included in this proposal and additional reimbursable expenses (if applicable).

1. Additional site visits, presentations and/or *Participant* meeting times outside this Scope of Work, if required, will be billed at $161 per hour for a ARB accredited verifier; $189 per hour for a lead verifier.

2. More detailed verification services that exceed the standard set forth in AB 32 or other ARB air quality regulations

3. Any work not specifically included in Tasks 1 through 8 (above)

4. Any verification work for the following verification years other than the year specified in this scope of work.

5. Reviews of additional revisions to calculations will be billed at $161 per hour for an ARB accredited verifier; $189 per hour for a lead verifier

Representative(s) of Participating Member(s)

Jim Steffens
Power Resources & Revenue Administrator,
Regulatory & Legislative Analyst
176 E. Lincoln
Banning, CA 92220
(951) 922-3266 Direct
(951) 849-1550 Fax
jsteffens@banningca.gov

Amendment(s) to the Agreement

None.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: Michael S. Webster
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

Daniel S. Hashimi
Senior Assistant General Counsel

and;

Lincus, Inc.

By: Yeshpal Gupta
YESHPAL GUPTA
Director of Technical Services

Participant's Acknowledgement and Agreement

By signing this Task Order, Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant. The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in this Task Order.

City of Banning

By: T. C. Miller 3/13/19
Thomas Miller
Electric Utility Director

TASK ORDER No.: 03Banning

Date: 3/2/20

Project Description: Greenhouse Gas Verification Services

Participating SCPPA Member: City of Banning Electric Utility

Contractor: Lincus, Inc.

Contractor, SCPPA and the participating Member ("Participant") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement ("Agreement") between SCPPA and Contractor dated April 3, 2018, except as specifically modified herein.

Scope of Services

SUMMARY OF WORK

The purposes of this verification exercise are, by review of objective evidence, to independently verify that the submitted emissions data reports are:

- Free of material misstatement; and
- In full conformance with the requirements of the Regulation.

Lincus' verification team follows a very well defined and tested approach to achieve these objectives. Here is the detailed description of various tasks involved in this analysis:

Task 1: COI/NOVS Evaluation – Prior to beginning any verification project, *Lincus* conducts an evaluation to identify any potential conflicts of interest (COI) as per the guidelines provided in the regulation section 95133. The *Participant* may be asked to provide emissions information to *Lincus* in order to proceed with this evaluation. Once *Lincus'* internal review is completed and approved for the verification services, *Lincus* will assign a Lead Verifier to coordinate various verification activities. The Lead Verifier will then select other verification team members based on their familiarity with the technical operations of similar type of facilities. The lead verifier will have operational control over the verification team and will be the primary point of contact for all verification activities. After completion of internal COI evaluation, *Lincus* will submit a Conflict of Interest (COI) and a Notice of Verification Service (NOVS) form to ARB for each facility to be verified. After CARB approves the COI and NOVS, Lincus will begin verification services for the *Participant.*

Task 2: Project Kickoff and Coordination – After receiving ARB's approval, a kick-off meeting (or a conference call) with the *Participant* will be held to discuss verification activities, ARB's requirements, verification schedule, clearance issues, and other applicable project details. *Lincus* will also request a point-of-contact at the site to touch base and follow up for information during the course of the project (if necessary). Copies of emissions related information for the verification year, including a copy of the certified emissions report submitted to ARB, will also be requested to develop a complete analysis of the facility.

Task 3: Verification Plan Development – Once the information outlined in Task 2 is obtained, *Lincus* will analyze the data in concert with information regarding the Participant's operation to

formally document the verification plan. The verification plan will include dates of proposed meetings and site visits; list of personnel to be interviewed; list and types of document and data reviews; and expected date for completing verification services

Task 4: On-Line Verification – Given the Operator received a positive verification for the previous year; the facility does not require on-site verification for 2019 emissions. Lincus will instead perform desktop verification of submitted documents and schedule an online meeting to discuss how the emissions calculations were done, if any changes were made from the previous years, and to re-create sample data.

Task 5: Sampling Plan Development – In this task, verification team will develop a data sampling plan based on a strategic analysis developed from document reviews and interviews during the on-line meeting. The sampling plan will be created to assess the likely nature, scale and complexity of the verification services. The sampling plan will include:

1. Ranking of all emission sources by magnitude on a CO_2e (Carbon Dioxide equivalent) basis;
2. Ranking of emission sources with the largest calculation uncertainty
3. Qualitative description of uncertainty risk assessment of
    - Data acquisition equipment
    - Data sampling and frequency
    - Data processing and tracking
    - Emission calculations
    - Data reporting
    - Management policies or practices in developing emission data reports

Task 6: Compliance Assessment – Based on the sampling plan, the verification team will conduct a thorough review of the Participant's calculation data to verify compliance with the regulation. The verification team will also verify the Participant's compliance with other non-data driven portions of the regulation as specified in regulation section 95103 to 95109. In essence, the verification team will verify that submitted emission data report is "free of material misstatement" and is in "full conformance with the requirements of regulation". In some cases verification team may re-create a part of the emission calculations to verify its accuracy. If required, the lead verifier may request for additional documentations and/or explanations. If any inconsistencies are found in the emission data report, the verification team will communicate them to the *Participant* in a language which cannot be constituted as consulting. In some cases, it may be recommended to contact the relevant ARB authority.

Task 7: Internal Quality Control – Following the completion of the compliance assessment process, and a recommendation by the verification team, all documentation will be forwarded to an Internal Lead Verifier. The task of the Internal Lead Verifier is to check that all procedures have been followed and all conclusions are justified. The Internal Lead Verifier will either accept or reject the recommendation made by the verification team.

Task 8: Verification Report & Verification Opinion – As an outcome of the verification process, *Lincus* will provide to the *Participant*, a detailed verification report. The verification report will include the verification plan, the detailed comparison of the data checks with the submitted emission data report, the log of issues identified in the course of verification activities and their resolution, and any qualifying comments on findings during verification services. The

verification team will also provide a verification opinion to the *Participant*. In the event of adverse verification opinion, the *Participant* will be provided at least ten working days to modify the emission data report to correct any material misstatement or nonconformance found by the verification team. At the expiry of this period, *Lincus* will provide a modified report and verification opinion to ARB and the *Participant*. In some cases, an exit meeting can be scheduled to explain the verification findings to the *Participant*.

Compensation and Schedule

PROJECT SCHEDULE

Lincus proposes to complete the verification activities anywhere between 6-8 weeks after written acceptance of this proposal and/or submission of 2019 annual Greenhouse Gas Emissions report to the California Air Resources Board (whichever is later). The verification will be completed by May 26, 2020 at the latest. The table below shows a tentative timeframe for each task to be followed for this verification services. Please note that the COI/NOVS can be completed before the submission of the annual Greenhouse Gas Emissions report.

Verification Tasks	Estimated Timeframe (business days)
Task 1: COI/NOVS Evaluation	5 Days
Task 2: Project Kickoff and Coordination	1 Day
Task 3: Verification Plan Development	2 Days
Task 4: Online Verification	1 Days
Task 5: Sampling Plan Development	6 Days
Task 6: Compliance Assessment	5-15 Days
Task 7: Internal Quality Control	5 Days
Task 8: Verification Report & Verification Opinion	5 Days*
Total	**30 – 40 Days**

* Adverse opinion requires minimum ten days of notice from verifier to the Participant.

COST

The following fixed cost is prepared based on the GHG verification process described earlier in this document. Contractor will be paid by SCPPA upon completion of all tasks enumerated in the following table based upon the fixed prices and total price provided therein. The scope of work under each task is explained above. Costs include review of one set of revisions to calculations for each emitting activity. Review of any additional revisions will be billed on a time and materials basis, if first approved in writing by SCPPA or Participant. **Payments in excess of the fixed costs described in the following table, including those listed under the Work Not Included In this Task Order, will require the prior written approval of SCPPA or Participant.**

City of Banning Electric Utility (3025) Cost

Task Description	Budgeted Expenditure
Task 1: COI/NOVS Evaluation	$195
Task 2: Project Kickoff and Coordination	$195
Task 3: Verification Plan Development	$390
Task 4: Online Verification	$780
Task 5: Sampling Plan Development	$780
Task 6: Compliance Assessment	$2,340
Task 7: Internal Quality Control	$390
Task 8: Verification Report & Verification Opinion	$1,170
Early Sign-up Discount (5%)	(312.00)
Total Price	**$5,928**

Work Not Included In This Task Order

This section includes the work not included in this Task Order and additional reimbursable expenses (if applicable).

1. Additional site visits, presentations and/or *Participant* meeting times outside the Scope of Work, if required, will be billed at $166 per hour for a ARB accredited verifier; $195 per hour for a lead verifier.

2. More detailed verification services that exceed the standard set forth in AB 32 or other ARB air quality regulations

3. Any work not specifically included in Tasks 1 through 8 (above)

4. Any verification work for the following verification years other than the year specified in this scope of work.

5. Reviews of additional revisions to calculations will be billed at $166 per hour for an ARB accredited verifier; $195 per hour for a lead verifier

Representative(s) of Participating Member(s)

Jim Steffens
Power Resources & Revenue Administrator,
Regulatory & Legislative Analyst
176 E. Lincoln
Banning, CA 92220
(951) 922-3266 Direct
(951) 849-1550 Fax
jsteffens@banningca.gov

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

_____
Daniel S. Hashimi
Senior Assistant General Counsel

and:

Lincus, Inc.

By: _____
YESHPAL GUPTA
Director of Technical Services

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement.

City of Banning

By: _____ 3/9/2020
Thomas Miller
Electric Utility Director

Amendment(s) to the Agreement

None.

[SIGNATURE PAGE FOLLOWS]

TASK ORDER No.: 01Banning

Date: 2/20/18

Project Description: Greenhouse Gas Verification Services

Participating SCPPA Member: City of Banning Electric Utility

Contractor: Lincus, Inc.

Contractor, SCPPA and the participating Member ("Participant") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement ("Agreement") between SCPPA and Contractor dated April 03, 2018, except as specifically modified herein.

Scope of Services

SUMMARY OF WORK

The purposes of this verification exercise are, by review of objective evidence, to independently verify that the submitted emissions data reports are:

- Free of material misstatement; and
- In full conformance with the requirements of the Regulation.

Lincus' verification team follows a very well defined and tested approach to achieve these objectives. Here is the detailed description of various tasks involved in this analysis:

Task 1: COI/NOVS Evaluation – Prior to beginning any verification project, *Lincus* conducts an evaluation to identify any potential conflicts of interest (COI) as per the guidelines provided in the regulation section 95133. The *Participant* may be asked to provide emissions information to *Lincus* in order to proceed with this evaluation. Once *Lincus'* internal review is completed and approved for the verification services, *Lincus* will assign a Lead Verifier to coordinate various verification activities. The Lead Verifier will then select other verification team members based on their familiarity with the technical operations of similar type of facilities. The lead verifier will have operational control over the verification team and will be the primary point of contact for all verification activities. After completion of internal COI evaluation, *Lincus* will submit a Conflict of Interest (COI) and a Notice of Verification Service (NOVS) form to ARB for each facility to be verified. After CARB approves the COI and NOVS, Lincus will begin verification services for the *Participant*.

Task 2: Project Kickoff and Coordination – After receiving ARB's approval, a kick-off meeting (or a conference call) with the *Participant* will be held to discuss verification activities, ARB's requirements, verification schedule, clearance issues, and other applicable project details. *Lincus* will also request a point-of-contact at the site to touch base and follow up for information during the course of the project (if necessary). Copies of emissions related information for the verification year, including a copy of the certified emissions report submitted to ARB, will also be requested to develop a complete analysis of the facility.

Task 3: Verification Plan Development – Once the information outlined in Task 2 is obtained, *Lincus* will analyze the data in concert with information regarding the Participant's operation to

formally document the verification plan. The verification plan will include dates of proposed meetings and site visits; list of personnel to be interviewed; list and types of document and data reviews; and expected date for completing verification services

Task 4: On-Site Verification – Once the verification plan is complete and agreed upon, a site visit will be made to the facility to verify the facility's emission sources, data management systems, and to interview personnel associated with their GHG emission program. Facility visits for each facility undergoing full verification are mandatory per AB 32 regulations. During the site visit, Lincus will inspect facility operations, emissions-related documentation, data management systems, metering equipment calibration records, and other areas. This will include interviews with key personnel involved in recording, storing, managing, and generating reports related to emissions reporting. Every effort will be made to schedule interviews with key personnel to minimize disruption to facility operations. Depending upon the pre-site visit data provided by the facility, Lincus verifiers will survey the facility for data gathering, inspection and interview of various facility personnel. Project status updates and follow up site visits (if necessary) will be coordinated through the Lincus Lead Verifier assigned to that facility.

Task 5: Sampling Plan Development – In this task, verification team will develop a data sampling plan based on a strategic analysis developed from document reviews and interviews during the site visit. The sampling plan will be created to assess the likely nature, scale and complexity of the verification services. The sampling plan will include:

1. Ranking of all emission sources by magnitude on a CO_2e (Carbon Dioxide equivalent) basis;
2. Ranking of emission sources with the largest calculation uncertainty
3. Qualitative description of uncertainty risk assessment of
   - Data acquisition equipment
   - Data sampling and frequency
   - Data processing, tracking, and reporting
   - Emission calculations
   - Management policies or practices in developing emission data reports

Task 6: Compliance Assessment – Based on the sampling plan, the verification team will conduct a thorough review of the Participant's calculation data to verify compliance with the regulation. The verification team will also verify the Participant's compliance with other non-data driven portions of the regulation as specified in regulation section 95103 to 95109. In essence, the verification team will verify that submitted emission data report is "free of material misstatement" and is in "full conformance with the requirements of regulation". In some cases verification team may re-create a part of the emission calculations to verify its accuracy. If required, the lead verifier may request for additional documentations and/or explanations. If any inconsistencies are found in the emission data report, the verification team will communicate them to the *Participant* in a language which cannot be constituted as consulting. In some cases, it may be recommended to contact the relevant ARB authority.

Task 7: Internal Quality Control – Following the completion of the compliance assessment process, and a recommendation by the verification team, all documentation will be forwarded to an Internal Lead Verifier. The task of the Internal Lead Verifier is to check that all procedures have been followed and all conclusions are justified. The Internal Lead Verifier will either accept or reject the recommendation made by the verification team.

Task 8: Verification Report & Verification Opinion – As an outcome of the verification process, *Lincus* will provide to the *Participant*, a detailed verification report. The verification report will include the verification plan, the detailed comparison of the data checks with the submitted emission data report, the log of issues identified in the course of verification activities and their resolution, and any qualifying comments on findings during verification services. The verification team will also provide a verification opinion to the *Participant*. In the event of adverse verification opinion, the *Participant* will be provided at least ten working days to modify the emission data report to correct any material misstatement or nonconformance found by the verification team. At the expiry of this period, *Lincus* will provide a modified report and verification opinion to ARB and the *Participant*. In some cases, an exit meeting can be scheduled to explain the verification findings to the *Participant*.

Compensation and Schedule

PROJECT SCHEDULE

Lincus will complete the verification activities within 7-11 weeks of Greenhouse Gas Emissions report submission, but in no event later than August 3, 2018. The table below shows a tentative timeframe for each task to be followed for this verification services. Please note that the COI/NOVS can be completed before the submission of the annual Greenhouse Gas Emissions report.

Verification Tasks	Timeframe (business days)
Task 1: COI/NOVS Evaluation	10-15 Days
Task 2: Project Kickoff and Coordination	1 Day
Task 3: Verification Plan Development	4 Days
Task 4: On-Site Verification	5 Days
Task 5: Sampling Plan Development	5-10 Days
Task 6: Compliance Assessment	10-15 Days
Task 7: Internal Quality Control	5 Days
Task 8: Verification Report & Verification Opinion	5 – 15 Days*
Total	**35 – 55 Days**

* Adverse opinion requires minimum ten days of notice from verifier to the Participant.

COST

The following fixed cost for each site are prepared based on the site information provided in the request for proposal and the GHG verification process described in the technical proposal. The scope of work under each task is explained in the technical proposal. Costs include review of one set of revisions to calculations for each emitting activity. Review of any additional revisions will be billed on a time and materials basis.

City of Banning Electric Utility (3025) Cost

Task Description	Budgeted Expenditure
Task 1: COI/NOVS Evaluation	$178
Task 2: Project Kickoff and Coordination	$178
Task 3: Verification Plan Development	$296
Task 4: On-Site Verification	$1,149
Task 5: Sampling Plan Development	$592
Task 6: Compliance Assessment	$1,984
Task 7: Internal Quality Control	$356
Task 8: Verification Report & Verification Opinion	$770
Early Signup Discount (10%)	($550)
Total Price	**$4,953**

Work Not Included In This Proposal

This section includes the work not included in this proposal and additional reimbursable expenses (if applicable).

1. Additional site visits, presentations and/or *Participant* meeting times outside this Scope of Work, if required, will be billed at $148 per hour for a ARB accredited verifier; $178 per hour for a lead verifier.

2. More detailed verification services that exceed the standard set forth in AB 32 or other ARB air quality regulations

3. Any work not specifically included in Tasks 1 through 8 (above)

4. Any verification work for the following verification years other than the year specified in this scope of work.

5. Reviews of additional revisions to calculations will be billed at $148 per hour for an ARB accredited verifier; $178 per hour for a lead verifier

Representative(s) of Participating Member(s)

Jim Steffens
Power Resources & Revenue Administrator,
Regulatory & Legislative Analyst
176 E. Lincoln
Banning, CA 92220
(951) 922-3266 Direct
(951) 849-1550 Fax
jsteffens@ci.banning.ca.us

Amendment(s) to the Agreement

None.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

_____
Daniel S. Hashimi
Senior Assistant General Counsel

and;

Lincus, Inc.

By: _____
YESHPAL GUPTA
Director of Technical Services

☑ Check here if Participant has indicated acknowledgement and agreement to pay for goods and/or services procured under this Task Order by letter addressed to SCPPA or other form of commitment.

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TASK ORDER No.: 06Banning

Date: 2/17/22

Project Description: Greenhouse Gas Verification Services for Calendar Years 2021 and 2022

Participating SCPPA Member: City of Banning Electric Utility

Contractor: Lincus, Inc.

Contractor, SCPPA and the participating Member ("Participant") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement ("Agreement") between SCPPA and Contractor dated August 19, 2021, except as specifically modified herein.

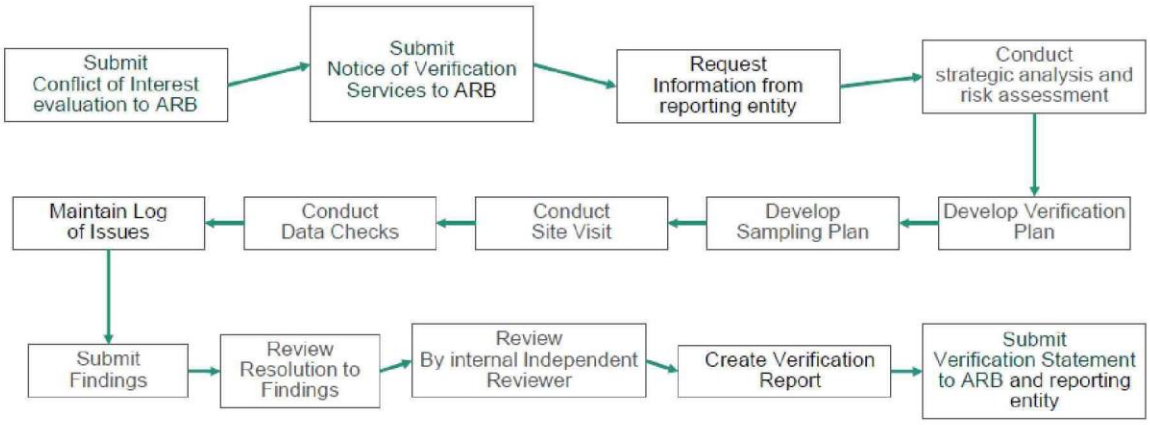
Scope of Work

SUMMARY OF WORK

The purposes of this verification exercise are, by review of objective evidence, to independently verify that the submitted emissions data reports are:

- Free of material misstatement; and
- In full conformance with the requirements of the Regulation.

Lincus' verification team follows a very well defined and tested approach to achieve these objectives. The diagram below shows the key steps in the verification process.



Here is the detailed description of various tasks involved in this analysis:

Task 1: COI/NOVS Evaluation – Prior to beginning any verification project, Lincus conducts an evaluation to identify any potential conflicts of interest (COI) as per the guidelines provided in the regulation section 95133. The Operator may be asked to provide emissions information to Lincus in order to proceed with this evaluation. Once Lincus' internal review is completed and approved for the verification services, Lincus will assign a Lead Verifier to coordinate various verification activities. The Lead Verifier will then select other verification team members based on their expertise. The lead verifier will have operational control over the verification team and will be the primary point of contact for all verification activities. After completion of internal

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COI evaluation, Lincus will submit a COI form and a Notice of Verification Service (NOVS) form to ARB for each facility. After CARB approves the COI and NOVS, Lincus will begin verification services for the Operator.

Task 2: Project Kickoff and Coordination – After receiving ARB's approval, a kick-off meeting (or a conference call) with the Operator will be held to discuss the scope of verification, and considerations for the verification including but not limited to verification activities, verification schedule, site access clearance/safety issues, and other applicable project details. Lincus will also request a point-of-contact to coordinate and follow-up for information during verification. Copies of emissions related information for the verification year, including a copy of the GHG inventory/monitoring plan will also be requested to develop a complete understanding of the facility. Depending on the type of transactions, following information is typically requested (sample list):

- GHG monitoring/inventory plan
- Details of all transactions
- Sample NERC e-tags
- Retail sales
- Accounting reports
- Missing data substitution logs
- Lesser of analysis for applicable Sources
- Power contracts

Task 3: Verification Plan Development – Once the information outlined in Task 2 is obtained, Lincus will conduct strategic analysis and risk assessment based on the received data in concert with information regarding the Operator's operation to formally document the Verification Plan. The Verification Plan will include dates of proposed meetings and site visits; list of personnel to be interviewed; list and types of document and data reviews; and expected date for completing verification services.

Task 4: Sampling Plan Development – In this task, verification team will develop a Sampling Plan based on a strategic analysis developed from initial document reviews and update the plan after conducting site visit described in Task 5. The Sampling Plan will be created to assess the likely nature, scale and complexity of the verification services and shows how the verifier plans to get to reasonable assurance with the Operator's reporting. Sampling Plan will also addresses the three types of uncertainty risk (inherent, control, and detection), and assesses the potential level of risk. The sampling plan will include:

1. Ranking of all emission sources by magnitude on a CO2e (Carbon Dioxide equivalent) basis;
2. Ranking of emission sources with the largest calculation uncertainty
3. Qualitative description of uncertainty risk assessment of
    - Data acquisition equipment
    - Data sampling and frequency
    - Data processing and tracking
    - Emission calculations
    - Data reporting
    - Management policies or practices in developing emission data reports

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Task 5: On-Site Verification –Once the verification plan is complete and agreed upon, in-person site visits will be scheduled/conducted to verify the facility's emission sources, data management systems, and to interview personnel associated with their GHG emission program. Please note that in-person site visits are mandatory for the 2021 reporting year verifications because it is the 1st year of a new compliance period. During the site visit, Lincus will inspect facility operations, emissions-related documentation, data management systems, metering equipment calibration records, and other areas. The verification team will also interview key personnel involved in recording, storing, managing, and generating reports related to emissions reporting. Every effort will be made to schedule interviews with key personnel to minimize disruption to facility operations. Depending upon the pre-site visit data provided by the facility, Lincus verifiers will survey the facility for data gathering, inspection and interview of various facility personnel. Project status updates and follow up site visits (if necessary) will be coordinated through the Lincus Lead Verifier assigned to that facility.

Task 6: Compliance Assessment/Data Checks – Based on the sampling plan, the verification team will conduct a thorough review of the Operator's submitted data to verify compliance with the regulation. The verification team will also verify the Operator's compliance with other non-data driven portions of the regulation as specified in regulation section 95103 to 95109. In essence, the verification team will verify that submitted emission data report is "free of material misstatement" and is in "full conformance with the requirements of regulation". In some cases, the verification team may re-create a part of the emission calculations to verify its accuracy. If required, the lead verifier may request for additional documentations and/or explanations. If any errors/issues are found in the emission data report, the verification team will provide an Issues Log to the Operator via email. Reporter will be provided up to ten business days to address the Issues Log. At the end of this step, verification team will revise the sampling plan to describe in detail how the identified risks were addressed during verification.

Task 7: Internal Quality Control – Following the completion of the compliance assessment process, and a recommendation by the verification team, all documentation will be forwarded to an Internal Lead Verifier. The task of the Internal Lead Verifier is to check that all procedures have been followed and all conclusions are justified. The Internal Lead Verifier will either accept or reject the recommendation made by the verification team.

Task 8: Verification Report & Verification Opinion – As an outcome of the verification process, Lincus will provide to the Operator, a detailed verification report for each site. The verification report will include the verification plan, the detailed comparison of the data checks with the submitted emission data report, the log of issues identified in the course of verification activities and their resolution, and any qualifying comments on findings during verification services. The verification team will also provide a verification opinion to the Operator. In the event of adverse verification opinion, the Operator will be provided at least ten working days to modify the emission data report to correct any material misstatement or nonconformance found by the verification team, per regulation section 95131(c)(4). Lincus verification team will conduct a meeting (online) to discuss the verification report and opinion with the Operator staff. Once all issues are addressed and prior to the verification deadline, Lincus will submit the verification opinion to ARB (through Cale-GGRT) and a final copy of the verification report and verification opinion to the Operator no later than by August 10th of the verification year or pre negotiated date.

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Budget and Schedule

PROJECT SCHEDULE

Lincus will complete all verification tasks pursuant to this proposal based on the schedule provided in the Table below. This time commitment is based on the understanding that Reporter will submit the data report on-time to ARB and provide response to data requests and issue logs within 5 business days. Also, Reporter will not be making any corrections to the RPS adjustments. **The verifications will be completed by May 26, 2022 and May 26, 2023, respectively, at the latest.** Please note that the COI/NOVS can be completed before the submission of the annual Greenhouse Gas Emissions report.

Verification Tasks	Estimated Timeframe (business days)
Task 1: COI/NOVS Evaluation	5 Days
Task 2: Project Kickoff and Coordination	1 Day
Task 3: Verification Plan Development	2 Days
Task 4: Online Verification	1 Day
Task 5: Sampling Plan Development	6 Days
Task 6: Compliance Assessment*	5-15 Days
Task 7: Internal Quality Control	5 Days
Task 8: Verification Report & Verification Opinion	5 Days
Total	**30 – 40 Days**

* *Adverse opinion requires minimum ten days of notice to the operator*

COST ESTIMATE

The following fixed cost estimate for 2021 and 2022 reporting year is prepared based on the GHG verification process described earlier in this document. The scope of work under each task is explained in Section 2.1. Costs include review of one set of revisions to calculations for each emitting activity. Review of any additional revisions will be billed on a time and materials basis. **Payments in excess of the fixed costs described in the following table, including those listed under the Work Not Included In this Task Order, will require the prior written approval of SCPPA or Participant.**

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Task Description	Cost Estimate (2021 reporting Year)	Cost Estimate (2022 reporting Year)
Task 1: COI/NOVS Evaluation	$196.00	$202.00
Task 2: Project Kickoff and Coordination	$196.00	$202.00
Task 3: Verification Plan Development	$326.00	$336.00
Task 4: Onsite Verification	$825.00	$850.00
Task 5: Sampling Plan Development	$326.00	$336.00
Task 6: Compliance Assessment	$2,348.00	$2,418.00
Task 7: Internal Quality Control	$392.00	$404.00
Task 8: Verification Report & Verification Opinion	$848.00	$873.00
Total Cost	**$5,457.00**	**$5,621.00**

Work Not Included In This Task Order

This section includes the work not included in this proposal and additional reimbursable expenses (if applicable).

1. Additional site visits, Reviews of additional revisions (more than one), presentations and/or *Operator* meeting times outside this Scope of Work, if required, will be billed at $161 per hour for a ARB accredited verifier; $196 per hour for a lead verifier.
2. More detailed verification services that exceed the standard set forth in AB 32 or other ARB air quality regulations.
3. Any work not specifically included in Tasks 1 through 8 (above)
4. Any verification work for the following verification years other than the year specified in this scope of work.

Payment Terms

1. When approved, the cost estimate is a fixed cost for the services explained herein.
2. All other payment terms will be according to the Master Professional Services Agreement signed between SCPPA and Lincus which is dated and effective August 19, 2021.

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Representative(s) of Participating Member(s)

Tom Miller
Electric Utility Director
176 E. Lincoln
Banning, CA 92220
(951) 922-3260 Direct
tmiller@banningca.gov

Jim Steffens
Power Resources Manager,
Regulatory & Legislative Analyst
176 E. Lincoln
Banning, CA 92220
(951) 922-3266 Direct
(949) 689-9731 Cell
jsteffens@banningca.gov

Amendment(s) to the Agreement

None.

[SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: 86F04C7E-90E6-42E0-BA57-F23D0CB2F4A6

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
By: Michael S. Webster
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Michael S. Webster
Executive Director

Approved as to Legal Form:

DocuSigned by:
Mary Beth Martin
AD5D8B3F2717439...
Mary Beth Martin
General Counsel

and;

Lincus, Inc.

By: Yeshpal Gupta
YESHPAL GUPTA
Director of Technical Services

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in the Task Order. Participant agrees to be responsible for all costs and expenses invoiced to SCPPA by Contractor for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members for payment for work performed on behalf of, or for the benefit of, Participant. Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA and all other SCPPA members in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

City of Banning

By: 2-28-22
Thomas Miller
Electric Utility Director

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Execution Copy

MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DUDEK

This MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated and effective SEPTEMBER 19, 2019, by and between DUDEK ("Contractor"), A CORPORATION, located at 605 THIRD STREET, ENCINITAS, CA, and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Contractor are also referred individually as ("Party") and together as ("Parties").

WHEREAS, SCPPA member utilities ("Members") are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to facilitate SCPPA's services that support its Members' continuing efforts to improve the electric utility service they provide in their respective communities;

WHEREAS, in addition to the SCPPA members, the Northern California Power Agency ("NCPA") and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SCPPA member; and

WHEREAS, Consultant is qualified and capable of providing such services;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be Provided:** SCPPA engages the Consultant to perform all services and related tasks ("Services") as outlined in Exhibit A. A Member who elects to utilize any or all of the Services offered by Consultant shall specify the Services in a separate task order ("Task Order") substantially in the form attached hereto as Exhibit B. Any Member who participates in any Task Order shall be referred herein as the "Participating Member". A Task Order may be made on behalf of SCPPA and/or one or more Members, and in all cases shall be signed by the Consultant and SCPPA; provided the Participating Member shall not be liable for any Task Order related costs unless Participating Member(s), at its election, signs the Task Order or submits a letter to SCPPA confirming its participation and funding commitment in form and content mutually acceptable to SCPPA and Participating Member. Consultant will perform the Services within the applicable Task Order at the direction of and on behalf of SCPPA and/or the Participating Member. There may be one or more Task Orders associated with this Agreement. A Task Order may be amended only upon written agreement executed by

Consultant and SCPPA and the Participating Member(s), as may be elected by Participating Member(s). Alternatively, when a Participating Member has elected to confirm its Task Order participation through a letter, the Participating Member may confirm its consent to an amendment of a Task Order by an updated participation letter.

2. **Independent Contractor:** Consultant is an independent contractor, is not an employee of SCPPA or any Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Consultant shall furnish the Services in its own manner and method except as required by this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or Members in any capacity whatsoever as agents or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall have an affirmative duty to assure that all subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Consultant's time spent at SCPPA, Member or project location premises shall be subject to normal business hours, appropriate safety standards and security requirements.

3. **Standard of Care:** The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including Participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.

4. **Changes/Amendments:** The terms and conditions of this Agreement may not be changed except as to a particular Task Order. Any such change can be made in a new Task Order or an amendment to an existing Task Order, all consistent with the requirements of Section 1 above. Any change(s) from the terms and conditions of this Agreement shall only apply to the Services performed under the particular Task Order in which such change(s) were made. Services not expressly set forth herein or in a Task Order are excluded. Consultant shall promptly notify SCPPA and Participating Member(s) if changes to the Scope of Services will affect the schedule, level of effort or payment to Consultant. If Consultant determines that changes should be made to a Task Order, Consultant shall notify SCPPA and Participating Member(s) of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.

5. **Payment:** SCPPA shall pay Consultant for Services in accordance with the terms and payment schedule contained in the applicable Task Order. Each invoice shall include the following:

    a. A reference to **SCPPA Resolution No. 2019-115**;

b. Name of the Participating Member(s) and the contact information for Participating Member(s) designated representative(s);

c. The basis for the amount invoiced, including a description of services provided, units and costs.

Consultant shall provide all invoices to both the Participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the Participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the Participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period. SCPPA shall inform Consultant of any disputed invoice amounts within thirty (30) days of the invoice date and may withhold payment of such amounts until all parties have reached agreement on the proper invoicing for related services.

6. **Taxes:** Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA. SCPPA and Consultant specifically agree that Consultant is not an employee or agent of SCPPA.

7. **Indemnity:** Consultant shall indemnify, defend and hold harmless SCPPA, Participating Member(s) and their officers, agents, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, Participating Member(s) and their officers, agents, representatives or employees.

8. **Intellectual Property Infringement:** Consultant shall defend, indemnify and hold SCPPA and Member(s) free and harmless from and against any loss, cost and expense that SCPPA or any Participating Member(s) incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Consultant of any such claim; (ii) SCPPA must in writing grant Consultant sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and Participating Member(s) must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim

must not arise from modifications to or misuse of the Product by SCPPA, Participating Member(s) or others. In the event of any such infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

9. **Insurance:** Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

   (a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

   (b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence, an annual aggregate of two million dollars ($2,000,000), and a products/completed operations aggregate of two million dollars ($2,000,000). Such policy shall cover SCPPA and each Participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Members.

   (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

   (d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars ($1,000,000).

   The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA of Participating Member(s) for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Member(s) under the policy; (iii) provides coverage to SCPPA or Participating Member(s) only if Consultant is negligent, or (iv) permits the recovery of

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defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SCPPA's or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. **Term and Termination:** The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this Section 10, at which time it shall either expire or be extended for one (1) additional term of three (3) years in writing by SCPPA, subject again to earlier termination in accordance with this Section 10; provided, that in no case shall this Agreement expire while Services pursuant to any Task Order remain to be completed. SCPPA's decision to grant an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Consultant for all Services rendered up to the date of termination plus reasonable expenses for winding down the Services. Any rights or obligations pursuant to Sections 5, 6, 7, 8, and 11 shall survive the expiration or termination of this Agreement.

11. **Use and Ownership of Work Products:**

    (a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.

    (b) SCPPA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

12. **Information Provided by Others:** To the extent reasonably available to SCPPA or the Participating Members(s), and not otherwise subject to any confidentiality requirement, SCPPA, the Participating Member(s), or both shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Consultant by SCPPA or its Participating Member(s) shall be deemed Confidential Information subject to Section 13 of this Agreement. The term "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a Participating Member(s), such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear

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basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a Participating Member(s), either verbally, in writing, or electronically.

13. **Confidential Information:** With respect to any information supplied in connection with this Agreement, Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any Participating Member to Consultant or any of Consultant's subcontractors; and (2) Customer Responses collected by Consultant or any of Consultant's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. The recipient agrees to protect the Confidential Information in a reasonable and appropriate manner, and to use and reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose.

    Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a Member Customer contacted by Consultant in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Consultant in connection with this Agreement shall be considered the Confidential Information of Consultant.

    In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant's Confidential Information subject to this Agreement, SCPPA shall promptly notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise arising from the denial of access to Consultant's Confidential Information to said third party.

    Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Consultant to SCPPA and its designated representatives, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant will retain the Confidential

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Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13.

14. **Dispute Resolution:** Consultant and SCPPA shall attempt to resolve conflicts or disputes which arise under this Agreement or which relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. Where Parties are unable to otherwise resolve conflicts or disputes, the Parties agree to attempt to mediate the conflict or dispute by a professional mediator. If mediation does not settle any conflict or dispute the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

15. **Representatives**

Each Parties representative for administration of this Agreement, such as notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:
Randolph Krager
Project Development Manager
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
RKrager@scppa.org

To Consultant:
Scott Eckardt
Project Manager, RPF #2835
853 Lincoln Way, Suite 208
Auburn, CA 95603
(530) 885-8232
SEckardt@Dudek.com

All questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Except as otherwise provided herein, the representatives set forth herein shall have authority to give all notices required herein.

Either party may change its address for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery; 2) two calendar days

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after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

16. **Miscellaneous:**

(a) This Agreement is binding upon and will inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.

(b) If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with, the laws of the State of California.

(c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

17. **Counterparts and Electronic Signatures:** This Agreement may be executed in one or more counterparts, each of which when executed by each Party shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

_____
Daniel S. Hashimi
Senior Assistant General Counsel

and;

DUDEK

By: DocuSigned by: _____
JOE MONACAO
PRESIDENT

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EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

WILDFIRE MITIGATION PLAN TECHNICAL ADVISORY SERVICES:

On an as-needed basis and upon request by the Agency, Consultant shall provide technical advisory services to SCPPA and/or its Member(s) to support the development of wildfire mitigation plans that meet the requirements of California Public Utilities Code Section 8387. Such technical advisory services may include the development of a wildfire mitigation plan in its entirety, based on information provided by SCPPA/Member, as applicable.

Within 10 business days of receiving an approved request from Agency to perform technical advisory services for SCPPA/Member, Consultant shall meet with SCPPA/Member to determine the mutually agreeable scope and timeframe for its deliverables.

WILDFIRE MITIGATION PLAN INDEPENDENT EVALUATION SERVICES:

On an as-needed basis and upon request by the Agency, Consultant shall complete an independent evaluation of an SCPPA or Member wildfire mitigation plan pursuant to the requirements of California Public Utilities Code Section 8387(c):

The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the Internet Web site of the local publicly owned electric utility or electrical cooperative and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.

In performing Wildfire Mitigation Plan Independent Evaluation Services, Consultant shall review and assess the comprehensiveness of SCPPA/Member's wildfire mitigation plan, and of presenting findings to governing bodies geographically located across California. The anticipated key timelines and deliverables associated with this task are as follows:

i. Within 10 days of receiving a request from Agency, Consultant shall meet with SCPPA/Member to determine a mutually agreeable scope and format for its review of SCPPA/Member's wildfire mitigation plan. At this time, Consultant and SCPPA/Member may wish to modify timelines such that deliverables are received on a mutually agreeable schedule that may vary from that identified below.

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ii. Within 30 days of receiving an approved request from Agency, Consultant shall provide SCPPA/Member with a draft report including the Consultant's analysis and finding of whether or not SCPPA/Member's plan is "comprehensive," as is required by California Public Utilities Code Section 8387(c). To determine the comprehensiveness of the SCPPA/Member plan, the Consultant shall assess whether the plan addresses the provisions of California Public Utilities Code Section 8387. If the plan is not found to be "comprehensive," the report shall explicitly identify any deficiencies in the SCPPA/Member wildfire mitigation plan, as well as recommendations for actions SCPPA/Member could undertake to address such deficiencies.

iii. To the extent SCPPA/Member chooses to modify its wildfire mitigation plan to reflect the findings of the selected Consultant, the Consultant shall be available to review SCPPA/Member-proposed changes and adjust its findings accordingly.

iv. Within 15 days of receiving a modified wildfire mitigation plan from SCPPA/Member, Consultant shall provide SCPPA/Member with a final report and finding of whether or not the modified plan is "comprehensive."

v. Upon submission of the final report, Consultant shall be available to present its findings and report at a regularly scheduled meeting of SCPPA/Member's governing board. Consultant shall be capable of responding to questions from the governing board or public regarding the Consultant's report and findings.

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed $500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

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DUDEK
2019 STANDARD SCHEDULE OF CHARGES

Engineering Services

Project Director	$285.00/hr
Principal Engineer III	$265.00/hr
Principal Engineer II	$255.00/hr
Principal Engineer I	$245.00/hr
Program Manager	$225.00/hr
Senior Project Manager	$225.00/hr
Project Manager	$220.00/hr
Senior Engineer III	$215.00/hr
Senior Engineer II	$205.00/hr
Senior Engineer I	$195.00/hr
Project Engineer IV/Technician IV	$185.00/hr
Project Engineer III/Technician III	$175.00/hr
Project Engineer II/Technician II	$160.00/hr
Project Engineer I/Technician I	$145.00/hr
Project Coordinator	$115.00/hr
Engineering Assistant	$110.00/hr

Environmental Services

Project Director	$245.00/hr
Senior Specialist IV	$230.00/hr
Senior Specialist III	$220.00/hr
Senior Specialist II	$200.00/hr
Senior Specialist I	$190.00/hr
Specialist V	$180.00/hr
Specialist IV	$170.00/hr
Specialist III	$160.00/hr
Specialist II	$145.00/hr
Specialist I	$130.00/hr
Analyst V	$120.00/hr
Analyst IV	$110.00/hr
Analyst III	$100.00/hr
Analyst II	$90.00/hr
Analyst I	$80.00/hr
Technician IV	$90.00/hr
Technician III	$80.00/hr
Technician II	$70.00/hr
Technician I	$60.00/hr
Compliance Monitor	$95.00/hr

Data Management Services

GIS Programmer I	$185.00/hr
GIS Specialist IV	$160.00/hr
GIS Specialist III	$150.00/hr
GIS Specialist II	$140.00/hr
GIS Specialist I	$130.00/hr
Data Analyst III	$100.00/hr
Data Analyst II	$90.00/hr
Data Analyst I	$80.00/hr
UAS Pilot	$90.00/hr

Construction Management Services

Principal/Manager	$195.00/hr
Senior Construction Manager	$180.00/hr
Senior Project Manager	$165.00/hr
Construction Manager	$155.00/hr
Project Manager	$145.00/hr
Resident Engineer	$145.00/hr
Construction Engineer	$140.00/hr
On-site Owner's Representative	$140.00/hr
Construction Inspector III	$130.00/hr
Construction Inspector II	$120.00/hr
Construction Inspector I	$110.00/hr
Prevailing Wage Inspector	$135.00/hr

Hydrogeological Services

Project Director	$285.00/hr
Principal Hydrogeologist/Engineer II	$260.00/hr
Principal Hydrogeologist/Engineer I	$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	$225.00/hr
Sr. Hydrogeologist III/Engineer III	$210.00/hr
Sr. Hydrogeologist II/Engineer II	$195.00/hr
Sr. Hydrogeologist I/Engineer I	$185.00/hr
Hydrogeologist VI/Engineer VI	$165.00/hr
Hydrogeologist V/Engineer V	$155.00/hr
Hydrogeologist IV/Engineer IV	$145.00/hr
Hydrogeologist III/Engineer III	$135.00/hr
Hydrogeologist II/Engineer II	$125.00/hr
Hydrogeologist I/Engineer I	$115.00/hr
Technician	$100.00/hr

District Management & Operations

District General Manager	$195.00/hr
District Engineer	$185.00/hr
Operations Manager	$160.00/hr
District Secretary/Accountant	$120.00/hr
Collections System Manager	$135.00/hr
Grade V Operator	$125.00/hr
Grade IV Operator	$110.00/hr
Grade III Operator	$100.00/hr
Grade II Operator	$75.00/hr
Grade I Operator	$70.00/hr
Operator in Training	$65.00/hr
Collection Maintenance Worker II	$75.00/hr
Collection Maintenance Worker I	$65.00/hr

Office Services

Technical/Drafting/CADD Services

3D Graphic Artist	$175.00/hr
Senior Designer	$165.00/hr
Designer	$155.00/hr
Assistant Designer	$150.00/hr
CADD Operator III	$145.00/hr
CADD Operator II	$140.00/hr
CADD Operator I	$125.00/hr
CADD Drafter	$115.00/hr
CADD Technician	$110.00/hr

Support Services

Technical Editor III	$145.00/hr
Technical Editor II	$130.00/hr
Technical Editor I	$115.00/hr
Publications Specialist III	$105.00/hr
Publications Specialist II	$95.00/hr
Publications Specialist I	$85.00/hr
Clerical Administration	$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

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Pricing for services to be performed at SCPPA Member locations will be quoted at the time services are requested.

NOTE: As a public agency, SCPPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

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EXHIBIT B

TASK ORDER FORM

TASK ORDER No.: [...input number, sequential to prior task orders, if applicable...]

Date: [ ]

Project Description: [ ]

Participating Member(s) (if applicable): [ ]

Consultant: [ ]

Consultant, SCPPA and the Participating Member(s) ("Participant(s)") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated [..input Master Professional Services Agreement date...], except as specifically modified herein.

Scope of Services

[Add Introduction or General Description of Services, if desired]

Task 1: [ ]

Task 2: [ ]

Task 3: [ ]

[Add tasks as needed]

Compensation and Schedule

[Specify fees and schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Consultant]

Amendment(s) to the Agreement

[Specify, or indicate "None."]

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

_____
Daniel S. Hashimi
Senior Assistant General Counsel

and;

DUDEK

By: _____
JOE MONACAO
President

Participant's Acknowledgement and Agreement

The undersigned hereby attests that [. . . he or she . . .] has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

NAME OF MEMBER (required)

By: _____
[... PRINTED NAME IN CAPS ...]
[General Manager / Utility Director or Designee]

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TASK ORDER No.: BANNING-01

Date: May 5, 2020

Project Description: Wildfire Mitigation Plan Independent Evaluation Services

Participating Member: Banning Electric Utility

Consultant: Dudek

Consultant, SCPPA and the Participating Member ("Participant") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated September 19, 2019, except as specifically modified herein.

Scope of Services

Consultant will review and assess the comprehensiveness of the Banning Electric Utility's Wildfire Mitigation Plan ("WMP"), Consultant shall issue a report that shall be made available on the City of Banning website and shall present the report at a City of Banning City Council meeting. The tasks listed below further delineate the services to be provided by Consultant.

Task 1. Initial Wildfire Mitigation Plan Review and Summary Report Preparation

Consultant will conduct a review and evaluation of the Utility's WMP (Version 1.1). The review will focus on assessing the comprehensiveness of the WMP and will specifically focus on whether is adequately addresses required WMP elements (identified in California Public Utilities Code Section 8387(b)(2)).

Upon completion of the review, Consultant will prepare a summary report that will identify whether the Utility's WMP addresses required WMP elements and recommendations for WMP modifications/edits to more appropriately address the required elements. One summary report will be provided under this scope of work. Follow-up WMP review is addressed under Task 2. The report will be submitted electronically (PDF or Word format).

This task also includes one kick-off meeting to be held via phone call with Consultant's staff and representatives from the Utility. The kickoff meeting will be to review the scope and schedule for the review and to identify any other project-related issues.

Task 2. Secondary Wildfire Mitigation Plan Review and Summary Report Preparation

If the Utility elects to modify its WMP based on recommendations identified in the report prepared under Task 1, Consultant will conduct a review of the Revised WMP consistent with the approach outlined under Task 1. A revised report will also be prepared following the secondary review and will focus only on modifications to the WMP and whether such modifications address the recommendations identified in Consultant's initial report. The revised report will be submitted electronically (PDF or Word format). If the assessment under Task 1 reveals no need for WMP modifications, or if the Utility elects to not modify its WMP, this task will not be performed and no compensation for Task 2 will be due to Consultant.

Task 3. City Council Presentation

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This task includes one presentation of the summary report to the appropriate City Council. This task includes preparation of a PowerPoint presentation outlining our review of the WMP and identification of recommendations. This task assumes that the meeting time will not exceed 3 hours and estimated fees include travel-related costs, if any. If the Utility elects to not have Consultant attend a City Council meeting, this task will not be performed and no compensation for Task 3 will be due to Consultant.

Compensation and Schedule

The total not to exceed cost to complete the scope of work outlined for Tasks 1-3 is **$12,000.00**, as further delineated per task below, which includes $200 for travel reimbursement.

Task 1. Initial Wildfire Mitigation Plan Review and Summary Report Preparation	$6,500
Task 2. Secondary Wildfire Mitigation Plan Review and Summary Report Preparation	$3,500
Task 3. Board/Council Presentation (PowerPoint, travel time, Council meeting)	$2,000

Representatives of Participating Member

Brandon Robinson – brobinson@banningca.gov

Thomas Miller – tmiller@banningca.gov

Jason Smith – jsmith@banningca.gov

Amendment(s) to the Agreement

None.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: DocuSigned by: Michael S. Webster B6AA321314A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:
DocuSigned by: Daniel Hashimi E4366194303848...
DANIEL S. HASHIMI
Senior Assistant General Counsel

DUDEK

By: DocuSigned by: Joseph Monaco 61A12C85F28F42F...
JOSEPH MONACO
President/CEO

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Consultant and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement.

CITY OF BANNING

By: 5/11/2020
TOM MILLER
Electric Utility Director

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Execution Version

MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
PANDORA CONSULTING ASSOCIATES, LLC.

This MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated and effective **July 16, 2020**, by and between Pandora Consulting Associates, LLC ("Contractor"), a California Limited Liability Corporation, located at 4872 Topanga Canyon BLVD, #343, in Woodland Hills, CA 91364, and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Contractor are also referred individually as ("Party") and together as ("Parties").

WHEREAS, SCPPA member utilities ("Members") are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to facilitate SCPPA's services that support its Members' continuing efforts to improve the electric utility service they provide in their respective communities;

WHEREAS, in addition to the SCPPA members, the Northern California Power Agency ("NCPA") and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SCPPA member; and

WHEREAS, Consultant is qualified and capable of providing such services;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be Provided:**
   SCPPA engages the Consultant to perform all services and related tasks ("Services") as outlined in Exhibit A. A Member who elects to utilize any or all of the Services offered by Consultant shall specify the Services in a separate task order ("Task Order") substantially in the form attached hereto as Exhibit B. Any Member who participates in any Task Order shall be referred herein as the "Participating Member". A Task Order may be made on behalf of SCPPA and/or one or more Members, and in all cases shall be signed by the Consultant and SCPPA; provided the Participating Member shall not be liable for any Task Order related costs

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unless Participating Member(s), at its election, signs the Task Order or submits a letter to SCPPA confirming its participation and funding commitment in form and content mutually acceptable to SCPPA and Participating Member. Consultant will perform the Services within the applicable Task Order at the direction of and on behalf of SCPPA and/or the Participating Member. There may be one or more Task Orders associated with this Agreement. A Task Order may be amended only upon written agreement executed by Consultant and SCPPA and the Participating Member(s), as may be elected by Participating Member(s). Alternatively, when a Participating Member has elected to confirm its Task Order participation through a letter, the Participating Member may confirm its consent to an amendment of a Task Order by an updated participation letter.

2. **Independent Contractor:**
Consultant is an independent contractor, is not an employee of SCPPA or any Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Consultant shall furnish the Services in its own manner and method except as required by this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or Members in any capacity whatsoever as agents or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall have an affirmative duty to assure that all subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Consultant's time spent at SCPPA, Member or project location premises shall be subject to normal business hours, appropriate safety standards and security requirements.

3. **Standard of Care:**
The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including Participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.

4. **Changes/Amendments:**
The terms and conditions of this Agreement may not be changed except as to a particular Task Order. Any such change can be made in a new Task Order or an amendment to an existing

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Task Order, all consistent with the requirements of Section 1 above. Any change(s) from the terms and conditions of this Agreement shall only apply to the Services performed under the particular Task Order in which such change(s) were made. Services not expressly set forth herein or in a Task Order are excluded. Consultant shall promptly notify SCPPA and Participating Member(s) if changes to the Scope of Services will affect the schedule, level of effort or payment to Consultant. If Consultant determines that changes should be made to a Task Order, Consultant shall notify SCPPA and Participating Member(s) of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.

5. **Payment:**
SCPPA shall pay Consultant for Services in accordance with the terms and payment schedule contained in the applicable Task Order. Each invoice shall include the following:

   a. A reference to **SCPPA Resolution No. 2020-089**
   b. Name of the Participating Member(s) and the contact information for Participating Member(s) designated representative(s);
   c. The basis for the amount invoiced, including a description of services provided, units and costs.

Consultant shall provide all invoices to both the Participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the Participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the Participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period. SCPPA shall inform Consultant of any disputed invoice amounts within thirty (30) days of the invoice date and may withhold payment of such amounts until all parties have reached agreement on the proper invoicing for related services.

6. **Taxes:**
Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA. SCPPA and Consultant specifically agree that Consultant is not an employee or agent of SCPPA.

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7. **Indemnity**:
Consultant shall defend, indemnify and hold harmless SCPPA, Participating Member(s) and their officers, agents, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, Participating Member(s) and their officers, agents, representatives or employees.

8. **Intellectual Property Infringement:**
Consultant shall defend, indemnify and hold SCPPA and Member(s) free and harmless from and against any loss, cost and expense that SCPPA or any Participating Member(s) incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Consultant of any such claim; (ii) SCPPA must in writing grant Consultant sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and Participating Member(s) must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SCPPA, Participating Member(s) or others. In the event of any such infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

9. **Insurance:**
Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

(a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring

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SCPPA, and if Worker's Compensation insurance is required, Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

(b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars ($1,000,000) for each occurrence, an annual aggregate of two million dollars ($2,000,000), and a products/completed operations aggregate of two million dollars ($2,000,000). Such policy shall cover SCPPA and each Participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Members.

(c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

(d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars ($1,000,000).

The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA of Participating Member(s) for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Member(s) under the policy; (iii) provides coverage to SCPPA or Participating Member(s) only if Consultant 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 SCPPA's or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent

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with the requirements of this Agreement.

10. **Term and Termination:**
The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this Section 10, at which time it shall either expire or be extended for one (1) additional term of three (3) years in writing by SCPPA, subject again to earlier termination in accordance with this Section 10; provided, that in no case shall this Agreement expire while Services pursuant to any Task Order remain to be completed. SCPPA's decision to grant an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Consultant for all Services rendered up to the date of termination plus reasonable expenses for winding down the Services. Any rights or obligations pursuant to Sections 5, 6, 7, 8, and 11 shall survive the expiration or termination of this Agreement.

11. **Use and Ownership of Work Products:**

(a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.

(b) SCPPA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

(c) For the purposes of this Agreement, the term "Work Product" does not include (excludes) proprietary software and documents publicly known as "First Quartile Graphical Reports" and associated "underlying proprietary data" developed by First Quartile Consulting, LLC (First Quartile) at First Quartile's expense, prior to the period of performance of this Agreement.

12. **Information Provided by Others:**
To the extent reasonably available to SCPPA or the Participating Members(s), and not otherwise subject to any confidentiality requirement, SCPPA, the Participating Member(s), or both shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Consultant by SCPPA or its Participating Member(s) shall be deemed Confidential Information subject to Section 13 of

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this Agreement. The term "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a Participating Member(s), such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a Participating Member(s), either verbally, in writing, or electronically.

13. **Confidential Information:**

With respect to any information supplied in connection with this Agreement, Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any Participating Member to Consultant or any of Consultant's subcontractors; and (2) Customer Responses collected by Consultant or any of Consultant's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. The recipient agrees to protect the Confidential Information in a reasonable and appropriate manner, and to use and reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose.

Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a Member Customer contacted by Consultant in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Consultant in connection with this Agreement shall be considered the Confidential Information of Consultant.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant's Confidential Information subject to this Agreement, SCPPA shall promptly notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other

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duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise arising from the denial of access to Consultant's Confidential Information to said third party.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Consultant to SCPPA and its designated representatives, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13.

14. **Dispute Resolution:**

Consultant and SCPPA shall attempt to resolve conflicts or disputes which arise under this Agreement or which relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. Where Parties are unable to otherwise resolve conflicts or disputes, the Parties agree to attempt to mediate the conflict or dispute by a professional mediator. If mediation does not settle any conflict or dispute the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

15. **Representatives:**

Each Parties representative for administration of this Agreement, such as notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

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To SCPPA:	To Consultant:
Randolph Krager	**Marco Sands**
1160 Nicole Court	4141 Matisse Ave
Glendora, CA 91740	Woodland Hills, CA 91364
(626) 793-9364	(818) 642-2588
rkrager@scppa.org	sands@pandoraconsultingassociates.com

All questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Except as otherwise provided herein, the representatives set forth herein shall have authority to give all notices required herein.

Either party may change its address for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery; 2) two calendar days after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

16. **Miscellaneous:**

(a) This Agreement is binding upon and will inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.

(b) If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with, the laws of the State of California.

(c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

17. **Counterparts and Electronic Signatures:**
This Agreement may be executed in one or more counterparts, each of which when executed by each Party shall be deemed to be an original and all of which, when taken together, shall be

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deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: DocuSigned by: Michael S. Webster B6AA32131A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by: Daniel Hashimi E436619430384B1...
DANIEL S.. HASHIMI
Sr. Assistant General Counsel

PANDORA CONSULTING ASSOCIATES, LLC.

By: _____
MARCO SANDS
Managing Director

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EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

SCOPE OF WORK

1. SURVEYING & ANALYSIS

The following information shall be surveyed and/or analyzed by Consultant:

- Accounting of any major events;
- Industry averages and quantities;
- Historical performance data; and
- Causes/Drivers of Data Outliers

Activities:

- Modify existing 1QC questionnaire to fit specific needs of SCPPA members
- Review of proposed questionnaire by SCPPA members
- Issue questionnaire to participating members

Deliverables:

- Completed questionnaire ready for completion by the participating SCPPA members

2. DATA COLLECTION & VERIFICATION

- Consultant's data shall be collected from the CAIDI, SAIFI, and SAIDI reliability indeces and analyzed for any data discrepancies.
- Consultant's data is to be consistent with the mathematical relationships between reliability indices (CAIDI x SAIFI = SAIDI).
- Consultant shall identify any anomalies and subsequent modifications and incorporate both into the final results as they are reported.

Activities:

- Conduct kickoff meeting (likely via webex) to review questionnaire, go over requirements
- SCPPA members gather and submit data
- Consultant reviews and verifies data and underlying calculations
- SCPPA members correct and update data as-needed based on feedback from Consultant

Deliverables:

- Assembled, validated dataset from all participating SCPPA members

3. REPORTING & BENCHMARKING

Reporting shall be inclusive of all results and analysis in graphic and/or tabular form as appropriate. Reporting includes, but is not limited to, the following:

- Consultant's reporting shall benchmark the Participating Member's performance against an anonymized panel

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- Consultant's reporting shall benchmark the Participating Member's five (5) year average performance against their historical quartiles
- Consultant's reporting shall analyze the causes/drivers of data outliers and provide explanations or solutions for how utilities may address the outliers
- Consultant is to provide quartile reporting of Participating Member's relative performance

Activities:

- Develop summary analysis showing relevant performance statistics over 5-year period
- Develop customized report for each individual member, showing its performance versus the comparison group
- Provide drafts to SCPPA member utilities for review and comment
- Prepare final reports for each SCPPA member

Deliverables:

- Summary report for SCPPA with general conclusions about the performance of the member utilities, covering the key performance metrics and trends.
- "Personalized" report for each member showing its relative performance on each metric. Format will include a summary-level "performance profile", and individual charts for each key metric. Charts will show one-year comparisons as bar charts with each utility shown as a bar, and trend charts showing the quartile-level performance for 5 years, with the individual member highlighted.

4. ON-SITE MEETINGS/SUPPLEMENTAL REQUESTS/ADDITIONAL SERVICES

In addition to the services mentioned above, Consultant may provide additional support to SCPPA Members for SR3-related efforts, including development, planning, and implementation services for:

4.1. On-site Meetings/Supplemental Requests:

- Additional analysis and review;
- Customer reports;
- Performance improvement recommendations; and
- On-site visits

4.2. Additional Benchmarking:

- Comprehensive or targeted transmission and distribution benchmarks.
- Benchmarks and best practices for customer service.

4.3. Strategy & Planning:

- Prioritization and selection of performance improvements.
- Development of strategic plans for utility initiatives (e.g., roadmaps, business cases).
- Resource management, and budget and forecast planning.

4.4. Process and Customer Experience (New/Improvements):

- Business processes (e.g., service planning, customer service)

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- Customer experience (e.g., outage communication).

4.5. Operational and Organizational Readiness:

- Feasibility studies, field testing, and operational readiness for distribution automation and communications technologies.
- Evaluations and implementation support of SCPPA Members' organizational readiness for change.
- Formation and management of program management organizations to implement SR3-related projects.

4.6. Grid Modernization and Energy Storage:

- Development of cost-benefit justifications.
- Deployment of energy storage solutions.
- Evaluation and deployment of new or early stage technologies.

4.7. Demand Side Management (energy efficiency, time-of-use rates, transportation electrification, solar, demand response):

- Developing long-term strategies and integrated plans.
- Designing, planning and implementing new initiatives, including customer programs.
- Optimizing existing programs through strategic and analytical support.

FEES

Consultant shall deliver the foregoing services as follows:

For Scope of Work Sections 1 – 3

Consultant will conduct the activities and complete the deliverables identified in Sections 1 through 3 above for a fixed one-time flat fee of **$30,000,** regardless of the number of SCPPA Members participating in this effort.

SCPPA Members will provide in-scope data in accordance with guidelines developed by Consultant. Additional work required by Consultant to review or conform data received from SCPPA Members with Consultant's data guideline will be performed on a time and materials basis in accordance with the hourly rates shown in the Rate Card below.

For Scope of Work Section 4

If any of the services described in Section 4 above are of interest to one or more of the SCPPA Members, Consultant and SCPPA will enter into discussions to further delineate the related scope of work which will be incorporated in a Task Order to be mutually agreed to by the Parties. Consultant will provide such services on a time and materials basis in accordance with the Rate Card below.

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RATE CARD

Professional Level	Hourly Rate
Managing Director / Director	$210
Manager	$190
Senior Analyst	$160
Analyst	$135

NOT TO EXCEED

The amounts paid by SCPPA to Consultant for all services under this Agreement shall not exceed **$150,000** in the aggregate.

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EXHIBIT B

EXEMPLARY TASK ORDER FORM

TASK ORDER No.: [...input number, sequential to prior task orders, if applicable...]

Date: [ ]

Project Description: [ ]

Participating Member(s) (if applicable): [ ]

Consultant: Pandora Consulting Associates, LLC.

Consultant, SCPPA and the Participating Member(s) ("Participant(s)") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated May 21, 2020, except as specifically modified herein.

Scope of Services

[Add Introduction or General Description of Services, if desired]

Task 1: [ ]

Task 2: [ ]

Task 3: [ ]

[Add tasks as needed]

Compensation and Schedule

[Specify fees and schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Consultant]

Amendment(s) to the Agreement

[Specify, or indicate "None."]

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____
DANIEL S. HASHIMI
Sr. Assistant General Counsel

PANDORA CONSULTING ASSOCIATES, LLC.

By: _____
MARCO SANDS
Managing Director

Participant's Acknowledgement and Agreement

The undersigned hereby attests that [. . . he or she . . .] has the requisite authority to bind the Participant to the obligations set forth in the Task Order and Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement.

NAME OF MEMBER (required)

By: _____
[… PRINTED NAME IN CAPS …]
[General Manager / Utility Director or Designee]

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AMENDMENT NO. 1 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND PANDORA CONSULTING ASSOCIATES, LLC

WHEREAS, this Amendment No. 1 ("Amendment") is dated for convenience as of May 18, 2023, and is made to the Master Professional Services Agreement between the Southern California Public Power Authority ("SCPPA") and Pandora Consulting Associates, LLC. ("Contractor" or "Consultant") dated July 16, 2020 (the "Agreement"); and

WHEREAS, SCPPA and Contractor are also referred to herein individually as ("Party") and together as ("Parties"); and

WHEREAS, pursuant to Section 10 of the Agreement, the Parties wish to extend the term of the Agreement for an additional three (3) year term so that the Agreement will expire on July 16, 2026; and

WHEREAS, SCPPA wishes to increase the total compensation available to Contractor under the Agreement from one hundred fifty thousand dollars ($150,000) to three hundred thousand dollars ($300,000).

NOW, THEREFORE, in consideration of the promises herein, and for good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. Pursuant to Section 10 the Agreement, the Agreement is hereby extended for an additional three (3) year term so that the Agreement shall expire on July 16, 2026.

2. The one hundred fifty thousand dollar ($150,000) not to exceed limit provided in Exhibit A of the Agreement shall be increased to three hundred thousand dollars ($300,000). Accordingly, the cost of all goods and services provided during the term of the Agreement, including re-imbursement of reasonable out-of-pocket expenditures, shall not exceed three hundred thousand dollars ($300,000). Any services provided by Contractor in excess of three hundred thousand dollars ($300,000), without prior execution of a further amendment to the Agreement by the Parties, shall be at Contractor's sole risk and without payment.

3. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above and each signatory hereto represents that he or she has been properly authorized to execute and deliver this Amendment on behalf of the Party for which he or she signs.

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SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: DocuSigned by: Randy Krager
406194581078B4D2...
RANDY KRAGER
Acting Executive Director on Behalf of Michael S. Webster

Approved as to Form:

By: DocuSigned by: Christine Godinez
67AD937485BC4C6...
CHRISTINE GODINEZ
General Counsel

PANDORA CONSULTING ASSOCIATES, LLC

By: _____

Marco Sands
Managing Director

TASK ORDER No.: XXX-XX

Date: [ ]

Project Description: 2022 SR3 Benchmarking Data Study & 2023 SR3 Report

Participating Member (if applicable): [ ]

Consultant: Pandora Consulting Associates, LLC.

Consultant, SCPPA and the Participating Member ("Participant") identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated July 16, 2020, except as specifically modified herein. Capitalized terms used but not described herein shall have the meanings ascribed to them in the Agreement.

Term

This Task Order shall commence upon issuance of a purchase order by SCPPA and shall terminate on the earlier of July 16, 2026 or the end of the Agreement's term (the "Task Order Termination Date"). Any Goods received or Services provided by Consultant (i) prior to issuance of a SCPPA purchase order, or (ii) on or after the Task Order Termination Date without prior execution of an amendment hereto by the Parties, shall be at Consultant's sole risk and without payment.

Scope of Services

Contractor is to provide professional and technical consulting services related to reliability and outage restoration benchmarking surveys, studies, and reports for System Reliability, Restoration, and Response (SR3). Contractor's services are expected to provide Participant with an increased ability to analyze and verify the effectiveness and reliability of their electric system to determine the projects and programs needed for improved resiliency. Contractor is to provide the following core services:

Task 1: SURVEYING & ANALYSIS

The following information from Participant shall be surveyed and/or analyzed by Contractor:

- Accounting of any major events;
- Industry averages and quantities;
- Historical performance data; and
- Causes/Drivers of Data Outliers

Activities:

- Modify existing 1QC questionnaire to fit specific needs of Participant
- Review of proposed questionnaire by Participant
- Issue questionnaire to Participant

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AMENDMENT NO. 2
TO THE MASTER GOODS AND SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

This Amendment No. 2 to the Master Professional Services Agreement between the Southern California Public Power Authority ("SCPPA") and the Eagle Systems International, Inc. DBA Synergy Companies ("Contractor") (the "Agreement"), is made and entered into this 20th day of July 2023.

WHEREAS, on October 15, 2020, the SCPPA Board of Directors approved and adopted Resolution 2020-107 to authorize SCPPA to execute the Agreement;

WHEREAS, the Agreement is dated October 15, 2020;

WHEREAS, the Agreement has a term of three years with the option to extend the term of the Agreement for one (1) additional term of three (3) years;

WHEREAS, on December 16, 2021, SCPPA executed Amendment No. 1 to the Agreement to increase the contract not to exceed amount and update the insurance and standard of care provisions provided in the Agreement;

WHEREAS, SCPPA and Contractor wish to implement an update to update the SCPPA - Synergy Residential Efficiency Services and Products List and the SCPPA - Synergy NonResidential Efficiency Services Products List identified in Exhibit A of the Agreement;

WHEREAS, SCPPA and Contractor wish to extend the term of the Agreement for an additional term of three (3) years and increase the contract not to exceed amount from ten million two hundred and fifty thousand dollars ($10,250,000.00) to eighteen million five hundred fifty thousand ($18,550,000.00).

NOW, THEREFORE, in consideration of the premises herein, and for good and valuable consideration, the Parties agree as follows:

1. The SCPPA - Synergy Residential Efficiency Services and Products List and the SCPPA - Synergy NonResidential Efficiency Services and Products List identified in Exhibit A of the Agreement shall be superseded and replaced with the SCPPA - Synergy Residential Efficiency Services and Products List and the SCPPA - Synergy NonResidential Efficiency Services Products List provided in Exhibit 1 of this Amendment No. 2 to the Agreement.

2. Pursuant to Section 10 of the Agreement, the term of the Agreement shall be extended for one (1) additional term of three (3) years so that the Agreement shall now expire on October 15, 2026.

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3. The cost of all goods and services provided during the term of the Agreement, including reimbursement of reasonable out-of-pocket expenditures, shall not eighteen million five hundred fifty thousand ($18,550,000.00).

4. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this amendment on behalf of the party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
Michael S. Webster
B6AA32131A0046E...

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

DocuSigned by:
Christine Godinez
61AD937485BC4C6...

_____

CHRISTINE GODINEZ
General Counsel

and;

EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

DocuSigned by:
Matthew Clark
63B4B265096C42E...

By: _____

MATTHEW CLARK
Vice President of Business Development

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EXHIBIT 1

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SCPPA - Synergy Residential Efficiency Services and Products List

Manufactured-Mobile Homes, Multifamily Dwellings, and Single Family Residences

Services and Products are calculated as an ALL-INCLUSIVE DIRECT-INSTALL PRICE (Includes Material, Labor, Marketing, Administration)

#	Technology	Residential Measures	Unit Definition	Standard Unit Price	Volumetric Pricing (500 + Annual Installations)	Volumetric Pricing (1,000 + Annual Installations)
Air Conditioning						
R-1	Air Conditioning	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow)	per system	$ 290.40	$ 283.14	$ 275.88
R-2	Air Conditioning	Attic solar fan - Large (up to 3000 sq ft 1900 CFM and 50W	per household	$ 1,031.25	$ 1,005.47	$ 979.69
R-3	Air Conditioning	Attic solar fan - Medium (up to 2000 sq ft 1275 CFM and 20 W)	per household	$ 981.75	$ 957.21	$ 932.66
R-4	Air Conditioning	Attic solar fan - Small (upto 1200sq ft 850 CFM & 10 watt)	per household	$ 981.75	$ 957.21	$ 932.66
R-5	Air Conditioning	Brushless motor 1/2 HP per ton	per ton	$ 184.94	$ 180.31	$ 175.69
R-6	Air Conditioning	Ceiling Fan w/ light-all 53-60"	per fixture	$ 412.50	$ 402.19	$ 391.88
R-7	Air Conditioning	Ceiling Fan w/ light-all medium 42-52 "	per fixture	$ 369.40	$ 367.50	$ 365.50
R-8	Air Conditioning	Ceiling Fan w/ light-all small 37-41"	per fixture	$ 321.75	$ 313.71	$ 305.66
R-9	Air Conditioning	Ceiling Fan with No light Kit Large 53-60"	per fixture	$ 412.50	$ 402.19	$ 391.88
R-10	Air Conditioning	Ceiling Fan with No light Kit Medium 42-52"	per fixture	$ 359.40	$ 357.50	$ 365.50
R-11	Air Conditioning	Ceiling Fan with No light Kit Small-37-41"	per fixture	$ 321.75	$ 313.71	$ 305.66
R-12	Air Conditioning	HVAC Duct Crossover Replacement - Manufactured Homes	per ton	$ 274.74	$ 267.87	$ 261.00
R-13	Air Conditioning	HVAC Duct Return Retrofit - Manufactured Homes	per ton	$ 272.63	$ 265.82	$ 259.00
R-14	Air Conditioning	HVAC Duct Test and Seal	per system	$ 493.63	$ 481.28	$ 468.94
R-15	Air Conditioning	HVAC Duct Test and Seal - **w/SoCalGas Program**	per system	$ 222.48	$ 216.91	$ 211.35
R-16	Air Conditioning	HVAC Efficient Fan Control	per system	$ 199.38	$ 194.39	$ 189.41
R-17	Air Conditioning	HVAC Smart Programmable Thermostat	per stat	$ 389.00	$ 379.28	$ 369.55
R-18	Air Conditioning	HVAC Smart Programmable Thermostat - **w/SoCalGas Program**	per stat	$ 250.00	$ 243.75	$ 237.50
R-19	Air Conditioning	Programmable Thermostat	per fixture	$ 107.25	$ 104.57	$ 101.89
R-20	Air Conditioning	Room AC Replacement	per unit	$ 957.00	$ 933.08	$ 909.15
R-21	Air Conditioning	Whole House Fan - 1500 CFM	per home	$ 1,451.58	$ 1,415.29	$ 1,379.00
R-22	Air Conditioning	Whole House Fan - 2500 CFM	per home	$ 1,893.68	$ 1,846.34	$ 1,799.00
R-23	Air Conditioning	Whole House Fan - 3300 CFM	per home	$ 2,065.26	$ 2,013.63	$ 1,962.00
R-24	Air Conditioning	Whole House Fan - 4800 CFM	per home	$ 2,350.53	$ 2,291.76	$ 2,233.00
R-25	Air Conditioning	Whole House Fan - 5500 CFM	per home	$ 2,522.11	$ 2,459.05	$ 2,396.00
R-26	Air Conditioning	Window Evap coolers	per system	$ 1,485.00	$ 1,447.88	$ 1,410.75
Appliances						
R-27	Appliance	Microwave oven	per fixture	$ 206.25	$ 201.09	$ 195.94
R-28	Appliance	Refrigerator Replacement & recycling-top mount freezer-16-18 cu ft	per fridge	$ 1,443.75	$ 1,407.66	$ 1,371.56
R-28	Appliance	Refrigerator Replacement & recycling-top mount freezer-19-21 cu ft	per fridge	$ 1,636.25	$ 1,595.34	$ 1,554.44
Audits						
R-29	Audits	Energy and/or Water Audit (from basic to comprehensive analysis)	per household	$ 99 - 450	$ 94 - 429	$ 89 - 409
Fees						
R-30	Fees	Minimum trip charge	per trip	$ 99.00	**Waived**	**Waived**
Lighting						
R-31	Lighting	LED A Lamp (6-9w)	per lamp	$ 13.75	$ 13.41	$ 13.06
R-32	Lighting	LED A Lamp (6-9w) - Member Provided	per lamp	$ 6.88	$ 6.70	$ 6.53
R-33	Lighting	LED Candelabra	per lamp	$ 13.75	$ 13.41	$ 13.06
R-34	Lighting	LED Ceiling Flushmount (1 Bulb) 4 ft. White	per fixture	$ 136.13	$ 132.72	$ 129.32
R-35	Lighting	LED Ceiling Flushmount (2 Bulb) 4 ft. White	per fixture	$ 204.88	$ 199.75	$ 194.63
R-36	Lighting	LED Flood Lamp (11-12w)	per lamp	$ 21.12	$ 20.59	$ 20.06
R-37	Lighting	LED Hardwired Ceiling Fixture (Circle) (17w)	per fixture	$ 128.59	$ 125.38	$ 122.16
R-38	Lighting	LED Hardwired Porch Light	per fixture	$ 126.67	$ 123.50	$ 120.33
R-39	Lighting	LED Night Lights	per lamp	$ 13.74	$ 13.39	$ 13.05
R-40	Lighting	LED R-30	per lamp	$ 35.75	$ 34.86	$ 33.96
R-41	Lighting	LED R-40	per lamp	$ 49.50	$ 48.26	$ 47.03
R-42	Lighting	LED Retrofit 8 ft. and 4 ft. Light Fixtures with LED Kit	per fixture	$ 198.00	$ 193.05	$ 188.10
R-43	Lighting	Occupancy sensor	per sensor	$ 75.63	$ 73.73	$ 71.84
R-44	Lighting	Solar Tubes	per fixture	$ 1,395.63	$ 1,360.73	$ 1,325.84
R-45	Lighting	Standard T8 to LED T8 Plug and Play - 2 foot	per lamp	$ 31.35	$ 30.57	$ 29.78
R-46	Lighting	Standard T8 to LED T8 Plug and Play - 3 foot	per lamp	$ 37.95	$ 37.00	$ 36.05
R-47	Lighting	Standard T8 to LED T8 Plug and Play - 4 foot	per lamp	$ 42.08	$ 41.02	$ 39.97
R-48	Lighting	Standard T8 to LEDT8 Plug and Play - 8 foot	per lamp	$ 72.60	$ 70.79	$ 68.97
Plug Loads						
R-49	Plug Load Control	Smart Power Strip (Tier 2)	per fixture	$ 181.50	$ 176.96	$ 172.43
R-50	Plug Load Control	Smart Power Strip (Tier 2) - Install Only	per fixture	$ 66.00	$ 64.35	$ 62.70
R-51	Plug Load Control	Smart Power Strip (Tier 1)	per strip	$ 74.25	$ 72.39	$ 70.54
R-52	Plug Load Control	Smart Power Strip (Tier 1) - Install Only	per strip	$ 33.00	$ 32.18	$ 31.35
Pumps and Motors						
R-53	Pumps and Motors	Variable speed drive pool pump - Residential	per pump	$ 2,406.25	$ 2,346.09	$ 2,285.94
Water - Indoor						
R-54	Water - Indoor	Faucet aerators - bath	per fixture	$ 9.56	$ 9.32	$ 9.08
R-55	Water - Indoor	Faucet aerators - bath **w/SoCalGas Program**	per fixture	$ 5.00	$ 4.88	$ 4.75
R-56	Water - Indoor	Faucet aerators - kitchen	per fixture	$ 13.68	$ 13.34	$ 13.00
R-57	Water - Indoor	Faucet aerators - kitchen **w/SoCalGas Program**	per fixture	$ 7.50	$ 7.31	$ 7.13
R-58	Water - Indoor	Low Flow Showerhead	per fixture	$ 25.44	$ 24.80	$ 24.17
R-59	Water - Indoor	Low Flow Showerhead **w/SoCalGas Program**	per fixture	$ 12.50	$ 12.19	$ 11.88
R-60	Water - Indoor	Low Flow Showerhead - Handheld	per fixture	$ 46.06	$ 44.91	$ 43.76
R-61	Water - Indoor	Low Flow Showerhead - Handheld **w/SoCalGas Program**	per fixture	$ 23.00	$ 22.43	$ 21.85

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R-62	Water - Indoor	Low Flow Toilet - 1.1 GPF	per fixture	$ 577.50	$ 563.06	$ 548.63
R-63	Water - Indoor	Low Flow Toilet - 1.28 GPF	per fixture	$ 522.50	$ 509.44	$ 496.38
R-64	Water - Indoor	Ultra Low Flow Toilet - 0.8 GPF	per fixture	$ 618.75	$ 603.28	$ 587.81
R-65	Water - Indoor	Thermostatic Shower Valve	per fixture	$ 58.44	$ 56.98	$ 55.52
Water - Outdoor						
R-66	Water - Outdoor	Weather Based Irrigation Controller	per unit	$ 397.38	$ 387.44	$ 377.51
Weatherization						
R-67	Weatherization	Add R-19 Attic insulation (up to R30)	per sq ft	$ 1.79	$ 1.74	$ 1.69
R-68	Weatherization	Add R-19 Attic insulation (up to R30) - **w/SoCalGas Program**	per sq ft	$ 0.41	$ 0.40	$ 0.39
R-69	Weatherization	Add R-38 Attic insulation (up to R38)	per sq ft	$ 2.09	$ 2.05	$ 1.99
R-70	Weatherization	Attic / Whole House Seal	per sq ft	$ 0.54	$ 0.52	$ 0.51
R-71	Weatherization	Blower door test-in only	per test	$ 168.78	$ 164.56	$ 160.34
R-72	Weatherization	CAS testing (if desired or required by installation standards)	per test	$ 67.38	$ 65.69	$ 64.01
R-73	Weatherization	Deeply Buried Ducting, R-60 Attic Insulation, Attic Plane Sealing, Duct Test and Seal	per sq ft	$ 2.59	$ 2.55	$ 2.52
R-74	Weatherization	Door shoe	per door	$ 27.50	$ 26.81	$ 26.13
R-75	Weatherization	Door Threshold	per door	$ 27.50	$ 26.81	$ 26.13
R-76	Weatherization	Door weatherstripping flat type	per door	$ 67.38	$ 65.69	$ 64.01
R-77	Weatherization	Hot water heater wrap	per wrap	$ 70.13	$ 68.37	$ 66.62
R-78	Weatherization	Minor home repair	per hour	$ 68.06	$ 66.36	$ 64.66
R-79	Weatherization	Pipe Insulation	per system	$ 39.88	$ 38.88	$ 37.88
R-80	Weatherization	Shade screens-mobile	100 sq ft	$ 824.31	$ 803.70	$ 783.10
R-81	Weatherization	Shade screens-multifamily	100 sq ft	$ 824.31	$ 803.70	$ 783.10
R-82	Weatherization	Shade screens-single family	100 sq ft	$ 909.36	$ 886.62	$ 863.89

*** If SCPPA members desire to install measures that are not contained on the residential list, Synergy will provide a proposal for their implementation with the SCPPA member before implementation. Synergy will add these measures to the SCPPA price list as part of future SCPPA price list updates if the measure has perceived value for all SCPPA members.**

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SCPPA - Synergy NonResidential Efficiency Services and Products List

Small Commercial, Industrial, and Institutional Facilities

Services and Products are calculated as an ALL-INCLUSIVE DIRECT-INSTALL PRICE (Includes Material, Labor, Marketing, Administration)

#	Non-Residential Measures	Technology	Unit Definition	Standard Unit Price	Volumetric Pricing (500 + Annual Installations)	Volumetric Pricing (1,000 + Annual Installations)
Air Conditioning						
N-1	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow) < 10 Ton	Air Conditioning	per ton	$ 90.75	$ 88.48	$ 86.21
N-2	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow) > 10 Ton	Air Conditioning	per ton	$ 99.75	$ 97.75	$ 95.50
N-3	Brushless motor 1/2 HP per ton	Air Conditioning	per ton	$ 184.94	$ 180.31	$ 175.69
N-4	Brushless motor 3/4 HP per ton	Air Conditioning	per ton	$ 192.94	$ 188.11	$ 183.29
N-5	HVAC Efficient Fan Control	Air Conditioning	each	$ 199.38	$ 194.40	$ 189.41
N-6	Programmable Thermostat	Air Conditioning	each	$ 195.00	$ 190.13	$ 185.25
N-7	Smart Programmable Thermostat	Air Conditioning	each	$ 389.00	$ 379.28	$ 369.55
N-8	Smart Programmable Thermostat **w/SoCalGas Program**	Air Conditioning	each	$ 250.00	$ 243.75	$ 237.50
Audits						
N-9	Energy and/or Water Audit (from basic to comprehensive analysis)	Audits	each	$ 99 - 450	$ 94 - 429	$ 89 - 409
Fees						
N-10	Minimum trip charge	Fees	per trip	$ 99.00	**Waived**	**Waived**
Lighting						
N-11	≤100W Area/Street Light 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-12	≤100W LED Gas Station Canopy Light 5000K	Lighting	each	$ 495.00	$ 482.63	$ 470.25
N-13	≤120W LED Canopy Light 5000K	Lighting	each	$ 216.25	$ 210.84	$ 205.44
N-14	≤13W LED Downlight (Recess) 4 Inch 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-15	≤150W Area/Street Light 5000K	Lighting	each	$ 999.50	$ 974.51	$ 949.53
N-16	≤200W LED Gas Station Canopy Light 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-17	≤22W LED Downlight (Recess) 6 Inch 5000K	Lighting	each	$ 39.50	$ 38.51	$ 37.53
N-18	≤30W LED Flood Light	Lighting	each	$ 179.50	$ 175.01	$ 170.53
N-19	≤35W LED Downlight (Recess) 8 Inch 5000K	Lighting	each	$ 111.25	$ 108.47	$ 105.69
N-20	2 ft 2L U6 LED Retrofit	Lighting	each	$ 69.50	$ 67.76	$ 66.03
N-21	2ft LED Flat Panel Retrofit	Lighting	each	$ 149.50	$ 145.76	$ 142.03
N-22	3FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 79.95	$ 77.95	$ 75.95
N-23	3FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.95	$ 97.45	$ 94.95
N-24	4FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 69.50	$ 67.76	$ 66.03
N-25	4ft 1L LED New Fixture	Lighting	each	$ 108.59	$ 104.59	$ 101.59
N-26	4FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 79.95	$ 77.95	$ 75.95
N-27	4ft 2L LED New Fixture	Lighting	each	$ 189.50	$ 184.76	$ 180.03
N-28	4ft 2L LED Retrofit Kit and Elec. Ballast (8ft 1L retrofit)	Lighting	each	$ 139.00	$ 135.53	$ 132.05
N-29	4FT 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.95	$ 97.45	$ 94.95
N-30	4ft 3L LED New Fixture	Lighting	each	$ 210.00	$ 204.75	$ 199.50
N-31	4FT 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 109.00	$ 106.28	$ 103.55
N-32	4ft 4L LED New Fixture	Lighting	each	$ 235.00	$ 229.13	$ 223.25
N-33	4ft 4L LED Retrofit Kit and Elec. Ballast (8ft 2L retrofit)	Lighting	each	$ 149.00	$ 145.28	$ 141.55
N-34	4ft LED Panel Retrofit Kit New Fixture	Lighting	each	$ 179.50	$ 175.01	$ 170.53
N-35	4ft Tube Guard	Lighting	each	$ 9.00	$ 8.78	$ 8.55
N-36	8FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 86.88	$ 84.70	$ 82.53
N-37	8ft 1L LED New Fixture	Lighting	each	$ 135.74	$ 130.74	$ 126.99
N-38	8FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.94	$ 97.44	$ 94.94
N-39	8ft 2L LED New Fixture	Lighting	each	$ 236.88	$ 230.95	$ 225.03
N-40	8ft 2L LED Retrofit Kit and Elec. Ballast (8ft 1L retrofit)	Lighting	each	$ 173.75	$ 169.41	$ 165.06
N-41	8FT 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 124.94	$ 121.81	$ 118.69
N-42	8ft 3L LED New Fixture	Lighting	each	$ 262.50	$ 255.94	$ 249.38
N-43	8FT 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 136.25	$ 132.84	$ 129.44
N-44	8ft 4L LED New Fixture	Lighting	each	$ 293.75	$ 286.41	$ 279.06
N-45	8ft 4L LED Retrofit Kit and Elec. Ballast (8ft 2L retrofit)	Lighting	each	$ 186.25	$ 181.59	$ 176.94
N-46	8ft LED Panel Retrofit Kit New Fixture	Lighting	each	$ 224.38	$ 218.77	$ 213.16
N-47	8ft Tube Guard	Lighting	each	$ 12.00	$ 11.70	$ 11.40
N-48	Chandelier 3W LED Dimmable Candelabra	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-49	Electronic Ballast (low/medium/high)	Lighting	each	$ 49.50	$ 48.26	$ 47.03
N-50	Green or Red Photo luminescent Exit Sign (Double Sided)	Lighting	each	$ 299.50	$ 292.01	$ 284.53
N-51	Green or Red Photo luminescent Exit Sign (Single Sided)	Lighting	each	$ 150.00	$ 146.25	$ 142.50
N-52	HID to ≤100W LED Highbay 5000K (Warehouse)	Lighting	each	$ 499.50	$ 487.01	$ 474.53
N-53	HID to ≤240W LED Highbay 5000K (Warehouse)	Lighting	each	$ 699.50	$ 682.01	$ 664.53
N-54	Highbay T5 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 109.50	$ 106.76	$ 104.03
N-55	Highbay T5 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 125.00	$ 121.88	$ 118.75
N-56	Highbay T5 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 135.00	$ 131.63	$ 128.25
N-57	Highbay T5 6L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 155.00	$ 151.13	$ 147.25
N-58	LED downlight, screw-in-lamp, 1-3 W, interior	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-59	LED downlight, screw-in-lamp, 4-20 W, interior	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-60	LED Open or Exit Sign-Green or Red Replacement Battery Back-up	Lighting	each	$ 95.00	$ 92.63	$ 90.25
N-61	LED Wall Packs ≤100W LED Bulb	Lighting	each	$ 349.50	$ 340.76	$ 332.03
N-62	LED Wall Packs ≤150W LED Wallpack High Power	Lighting	each	$ 749.50	$ 730.76	$ 712.03
N-63	LED Wall Packs ≤200W LED Wallpack High Power	Lighting	each	$ 899.50	$ 877.01	$ 854.53
N-64	LED Wall Packs ≤30W LED Wall Pack 5000K	Lighting	each	$ 199.50	$ 194.51	$ 189.53
N-65	LED Wall Packs ≤60W LED Wall Pack 5000K	Lighting	each	$ 399.50	$ 389.51	$ 379.53
N-66	LED Wall Packs ≤80W LED Wall Pack High Power	Lighting	each	$ 399.50	$ 389.51	$ 379.53
N-67	LED Wall Packs ≤90W LED Wall Pack 5000K	Lighting	each	$ 449.50	$ 438.26	$ 427.03
N-68	Lighting Controls Motion Sensors	Lighting	each	$ 129.50	$ 126.26	$ 123.03
N-69	Lighting Controls with Daylight Harvesting	Lighting	each	$ 139.50	$ 136.01	$ 132.53
N-70	PAR16 / MR16 to LED ≤10 W	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-71	PAR16 / MR16 to LED 2-6 W	Lighting	each	$ 14.95	$ 14.58	$ 14.20

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N-72	PAR20 to LED 3-9W	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-73	PAR30 to LED 7-19W	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-74	PAR38 to LED 16-23W	Lighting	each	$ 29.95	$ 29.20	$ 28.45
N-75	Replacement to ≤12W A-type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-76	Replacement to ≤12W Globe-Type LED	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-77	Replacement to ≤7W Globe-Type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-78	Replacement to ≤9W A-type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-79	Replacement to ≤9W Globe-Type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
Lighting - Refrigeration						
N-80	Refrigeration LED retrofit 4ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 199.50	$ 194.51	$ 189.53
N-81	Refrigeration LED retrofit 4ft 2L LED (Low Temp)	Lighting - Refrigeration	each	$ 299.50	$ 292.01	$ 284.53
N-82	Refrigeration LED retrofit 5ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 224.50	$ 218.89	$ 213.28
N-83	Refrigeration LED retrofit 6ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 244.50	$ 238.39	$ 232.28
N-84	Refrigeration LED retrofit 7ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 399.50	$ 389.51	$ 379.53
N-85	Refrigeration LED retrofit 8ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 499.50	$ 487.01	$ 474.53
Pumps & Motors						
N-86	Commercial Grade Variable Speed Pool Pump	Pumps and Motors	each	$ 2,750.00	$ 2,681.25	$ 2,612.50
Refrigeration						
N-87	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	Refrigeration	each	$ 779.50	$ 760.01	$ 740.53
N-88	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer	Refrigeration	each	$ 25.00	$ 24.38	$ 23.75
N-89	Door Closer (pneumatic spring)	Refrigeration	each	$ 249.50	$ 243.26	$ 237.03
N-90	Freezer Curtains Medium Per Square Foot	Refrigeration	Square Foot	$ 14.95	$ 14.58	$ 14.20
N-91	Freezer Main Cooler Door Gaskets Low Temperature per Linear ft.	Refrigeration	Linear Foot	$ 19.50	$ 19.01	$ 18.53
N-92	Heavy duty UV Refrigeration Pipe-Insulation Linear ft.	Refrigeration	each	$ 19.50	$ 19.01	$ 18.53
N-93	Install Fan Controllers	Refrigeration	each	$ 499.50	$ 487.01	$ 474.53
N-94	Refrigerant charge for refrigerators/freezers (up to 3 lbs)	Refrigeration	each	$ 95.00	$ 92.63	$ 90.25
N-95	Refrigeration Curtains Medium Per Linear ft.	Refrigeration	each	$ 14.95	$ 14.58	$ 14.20
N-96	Refrigerator Main Cooler Door Gaskets Medium Temperature per Linear ft.	Refrigeration	each	$ 19.50	$ 19.01	$ 18.53
N-97	Replace Standard Fan Motors with Electronically Commutated Motors (ECM) (1/4 - 1 1/2 Hp)	Refrigeration	each	$ 349.50	$ 340.76	$ 332.03
N-98	Replace Standard Fan Motors with Electronically Commutated Motors (ECM) (1/47 - 1/4 Hp)	Refrigeration	each	$ 329.50	$ 321.26	$ 313.03
N-99	Split Systems w/Multiple Coils Tune-up	Refrigeration	each	$ 99.50	$ 97.01	$ 94.53
N-100	Suction Line Insulation (per linear foot)	Refrigeration	each	$ 9.25	$ 9.02	$ 8.79
N-101	Under Counter & Self Contained Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
N-102	Vending Machine Controls	Refrigeration	each	$ 281.00	$ 273.98	$ 266.95
N-103	Walk-In Cooler Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
N-104	Walk-In Freezer Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
Water Efficiency - Indoor						
N-105	Dipper Wells	Water - Indoor	each	$ 299.50	$ 292.01	$ 284.53
N-106	Dual Flush Retrofits	Water - Indoor	each	$ 225.00	$ 219.38	$ 213.75
N-107	Faucet Aerators	Water - Indoor	each	$ 9.95	$ 9.70	$ 9.45
N-108	Faucet Aerators - **w/SoCalGas Program**	Water - Indoor	each	$ 5.00	$ 4.88	$ 4.75
N-109	Faucets	Water - Indoor	each	$ 249.50	$ 243.26	$ 237.03
N-110	Flushometer retrofits	Water - Indoor	each	$ 250.00	$ 243.75	$ 237.50
N-111	Premium High Efficiency Toilets (1.1 gpf or less)	Water - Indoor	each	$ 495.00	$ 482.63	$ 470.25
N-112	Pre-Rinse Spray Valve	Water - Indoor	each	$ 125.00	$ 121.88	$ 118.75
N-113	Pre-Rinse Spray Valve - **w/SoCalGas Program**	Water - Indoor	each	$ 62.00	$ 60.45	$ 58.90
N-114	Repair Toilet Flapper	Water - Indoor	each	$ 49.95	$ 48.70	$ 47.45
N-115	Shower Heads	Water - Indoor	each	$ 42.50	$ 41.44	$ 40.38
N-116	Shower Heads - **w/SoCalGas Program**	Water - Indoor	each	$ 21.00	$ 20.48	$ 19.95
N-117	Ultra Low Water Urinals (0.125 gpf or less)	Water - Indoor	each	$ 499.50	$ 487.01	$ 474.53
N-118	Zero Water Urinals (0 gpf)	Water - Indoor	each	$ 489.00	$ 476.78	$ 464.55
Water Efficiency - Outdoor						
N-119	High Efficiency Sprinkler Heads	Water - Outdoor	each	$ 24.50	$ 23.89	$ 23.28
N-120	Soil Moisture Sensors	Water - Outdoor	each	$ 59.00	$ 57.53	$ 56.05
N-121	Weather Based Irrigation Controllers	Water - Outdoor	each	$ 397.38	$ 387.44	$ 377.51

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TASK ORDER NO: BEU-01-A-01

Date: May 23, 2023

Project Description: Commercial and Residential Direct Install Programs

Participating Member: Banning Electric Utility ("Participant")

Consultant or Contractor: Eagle Systems International, Inc. DBA Synergy Companies ("Consultant" or "Contractor")

This Task Order No. BEU-01-A-01 amends Task Order No. BEU-01, and is issued pursuant to the Master Professional Services Agreement between SCPPA and Consultant dated October 15, 2020, and as amended on December 16, 2021 ("Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated October 15, 2020, and Amended on December 16, 2021.

Amendment to Task Order No. BEU-01

This Task Order No. BEU-01-A-01 shall amend the "Compensation and Schedule" provision in Task Order No. BEU-01 to read as follows:

> **Compensation and Schedule**
>
> This Task Order is effective from July 1, 2022 to October 15, 2023 with a not to exceed amount of **$200,000**. Consultant shall invoice BEU monthly, after completion of onsite energy assessments, installation of energy measures, and delivery of final reports to BEU and BEU customers.

Except as amended herein, all other terms and conditions of Task Order No. No. BEU-01 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order BEU-01-A-01 as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

_____

ARMANDO ARBALLO
Assistant General Counsel

EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

By: DocuSigned by: Matthew Clark 63B4B265096C42E...

MATTHEW CLARK
Vice President of Business Development

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

BANNING ELECTRIC UTILITY

By: DocuSigned by: Doug Schulze 0AD14BA217CE497...

DOUG SCHULZE
City Manager



SYNERGY ENERGY AUDIT MEASURES

COMMERCIAL

HVAC OPTIMIZATION

Do your utility bills rise during the winter and summer months? Make sure your heating and cooling run efficiently to help lower energy usage and increase the longevity of your unit/s.

LED LIGHTING

Do you feel like your building heats up when you turn on the lights? Upgrading to LED lamps and fixtures reduce heat transfer and energy consumption by up to 75% compared to older technology.

SMART THERMOSTAT

Your HVAC uses about 44% of your energy usage. Upgrade to a smart thermostat to help lower cooling and heating costs. Also control your thermostat from an app while on the go.

ENERGY EFFICIENCY SURVEY

Do you have high energy bills? An energy efficiency survey can help you determine how you can lower energy usage and increase comfort in your business.

PARTICIPATING CONTRACTOR

Synergy Companies is a City of Banning authorized contractor responsible for administering this program.

HOW TO PARTICIPATE

- Schedule appointment with Synergy Companies.
- Receive energy efficiency upgrades to your home.
- Enjoy the increased comfort and energy savings.

SCHEDULE APPOINTMENT

1-800-818-4298

visit synergycompanies.com

SCAN ME

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SYNERGY ENERGY AUDIT MEASURES

MANUFACTURED HOMES

HVAC OPTIMIZATION

Do your utility bills rise during the winter and summer months? Make sure your heating and cooling run efficiently to help lower energy usage and increase the longevity of your unit/s.

LED LIGHTING

Do you feel like your building heats up when you turn on the lights? Upgrading to LED lamps and fixtures reduce heat transfer and energy consumption by up to 75% compared to older technology.

SMART THERMOSTAT

Your HVAC uses about 44% of your energy usage. Upgrade to a smart thermostat to help lower cooling and heating costs. Also control your thermostat from an app while on the go.

ENERGY EFFICIENCY SURVEY

Do you have high energy bills? An energy efficiency survey can help you determine how you can lower energy usage and increase comfort in your business.

PARTICIPATING CONTRACTOR

Synergy COMPANIES® We Treat People Right™

Synergy Companies is a City of Banning authorized contractor responsible for administering this program.

HOW TO PARTICIPATE

- Schedule appointment with Synergy Companies.
- Receive energy efficiency upgrades to your home.
- Enjoy the increased comfort and energy savings.

SCHEDULE APPOINTMENT

1-800-818-4298

visit synergycompanies.com

SCAN ME



SYNERGY ENERGY AUDIT MEASURES

RESIDENTIAL

LED LIGHTING

Do you feel like your home heats up when you turn on the lights? Upgrading to LED lamps and fixtures reduce heat transfer and energy consumption by up to 75% compared to older technology.

ENERGY EFFICIENCY SURVEY

Do you have high energy bills? An energy efficiency survey can help you determine how you can lower energy usage and increase comfort in your home.

PARTICIPATING CONTRACTOR

Synergy COMPANIES® We Treat People Right™

Synergy Companies is a City of Banning authorized contractor responsible for administering this program.

HOW TO PARTICIPATE

- Schedule Appointment with Synergy Companies.
- Receive energy efficiency upgrades to your home.
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SCHEDULE APPOINTMENT

1-800-818-4298

visit synergycompanies.com

SCAN ME

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Public Works Deputy Director** **Art Vela, Director of Public Works**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-04, 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 2024-04, 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.

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 2024-04 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.

Any City Council requested changes to the document may require new and additional appropriations. The contract has been exhausted and deliverable made consistent with the projects scope of work.

ALTERNATIVES:

1. Adopt Resolution 2024-04, as recommended.
2. Adopt Resolution 2024-04, with modifications. City Council may request staff to make revisions to the DRCS Plan.
3. Do not adopt Resolution 2024-04. Without approval of DRCS Plan, the City would be ineligible for grant opportunities that requires such approval.

ATTACHMENTS:

1. Resolution 2024-04, Downtown Complete Streets Plan.docx
2. Exhibit A - Part 1: DRCS Final Plan.pdf
3. Exhibit A - Part 2: DRCS Final Appendix.pdf
4. Project Location Map.pdf

RESOLUTION 2024-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE DOWNTOWN REVITALIZATION 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 9th day of January, 2024.

Alberto Sanchez, 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 2024-04, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Downtown Revitalization and Complete Streets Final Plan and Appendices

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

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Ramsey
Ramsey
Ramsey
42 W.

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

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



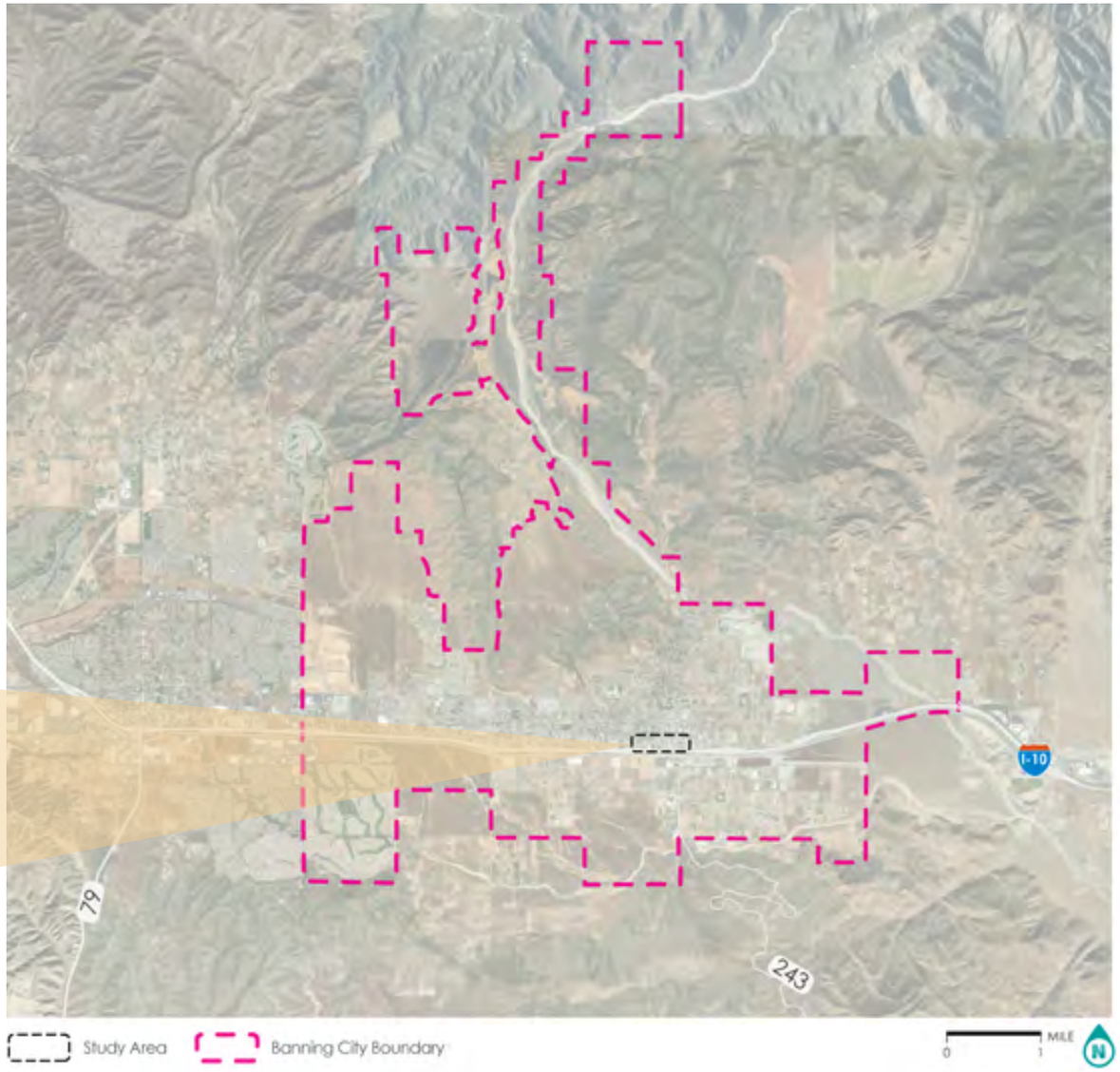


Introduction

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*

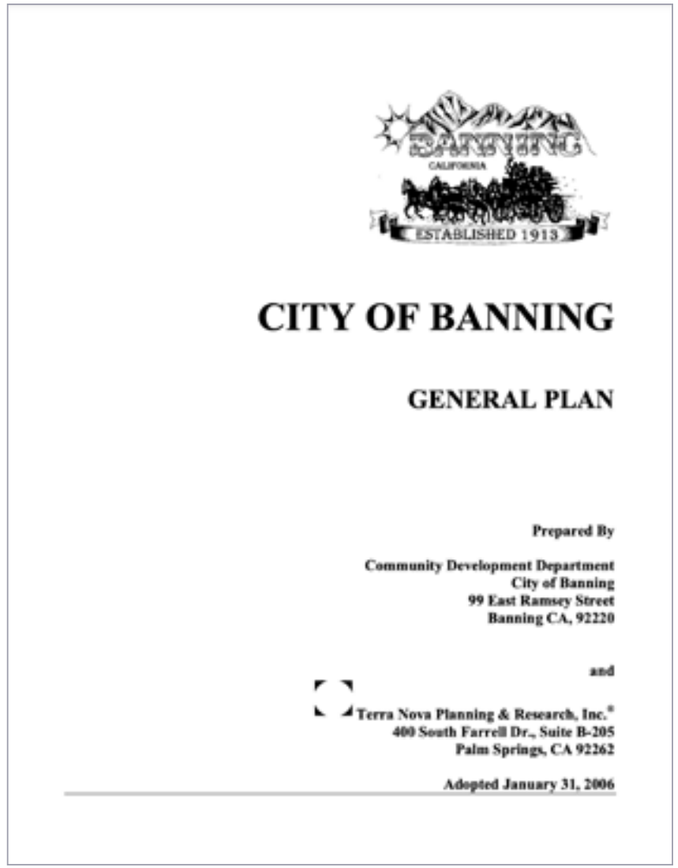


Previous Planning

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.

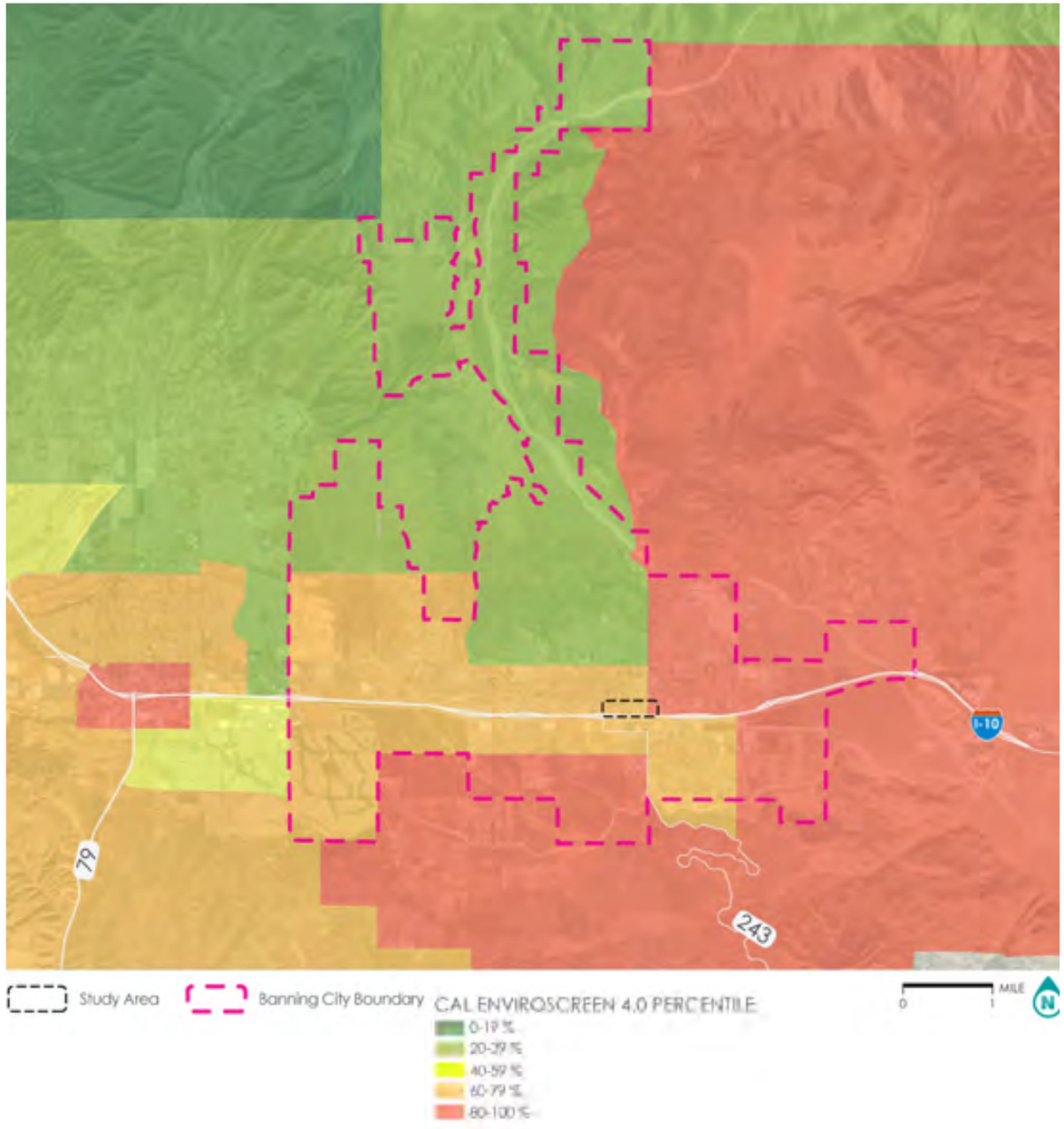
Per CalEnviroScreen, housing-burden households in California are both low-income and burdened by housing costs. In the most heavily burdened tract downtown, 26% of people are housing burdened. Residents facing these housing challenges can suffer mental health impacts.

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*

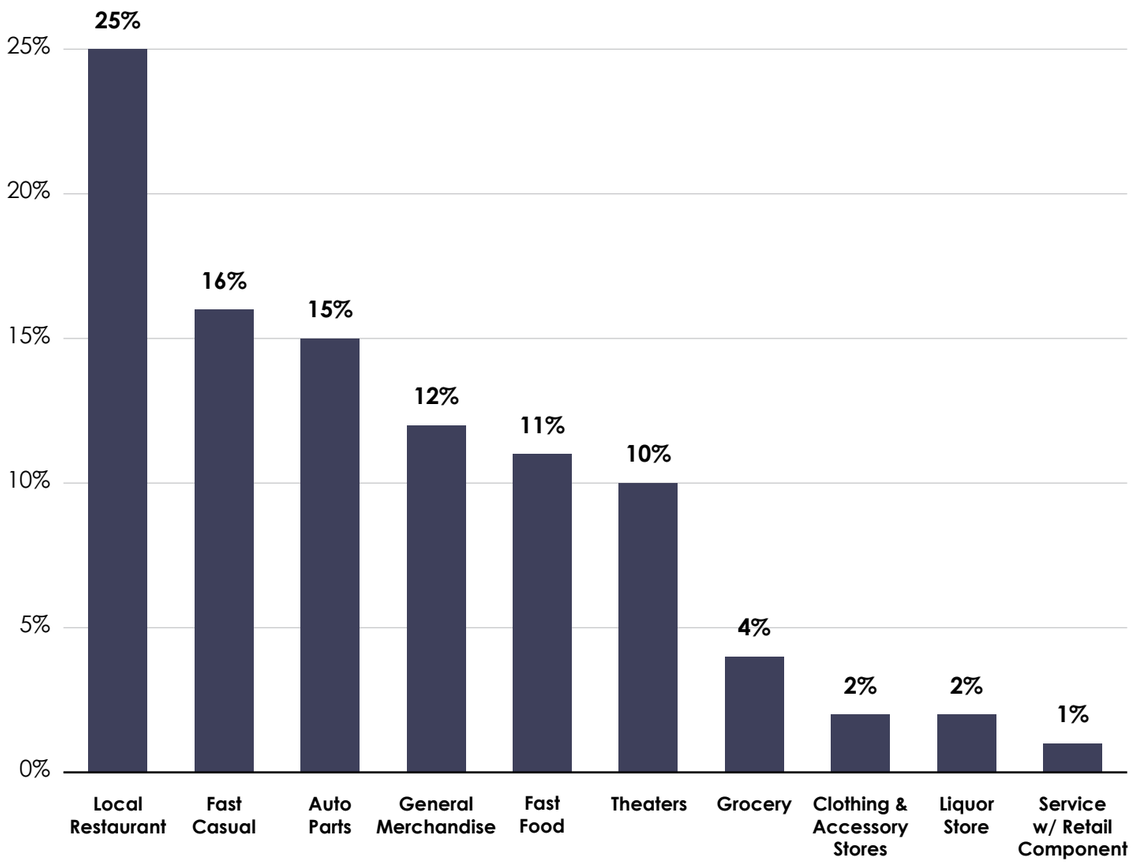
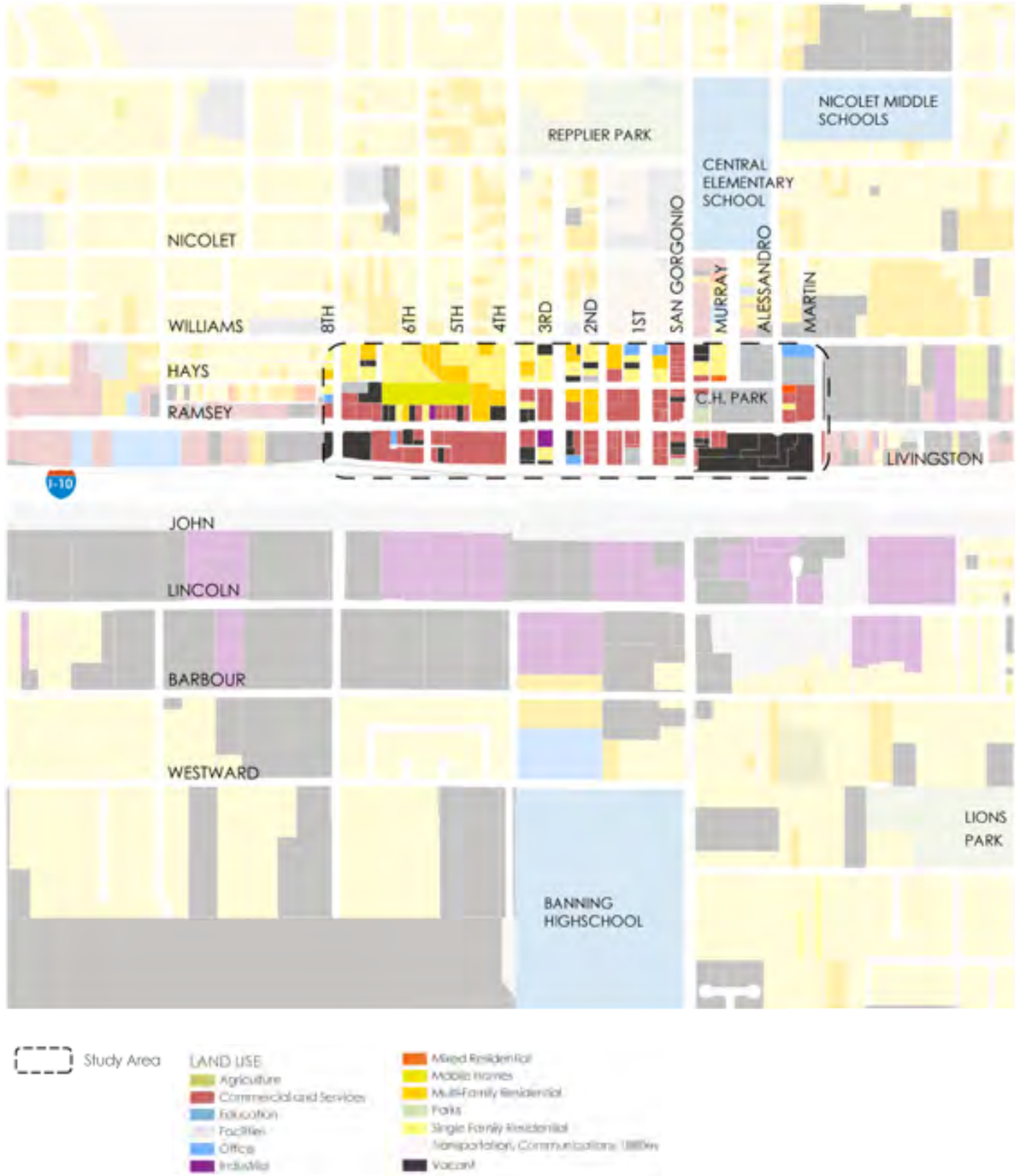


Figure 3. *Land Use*



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*

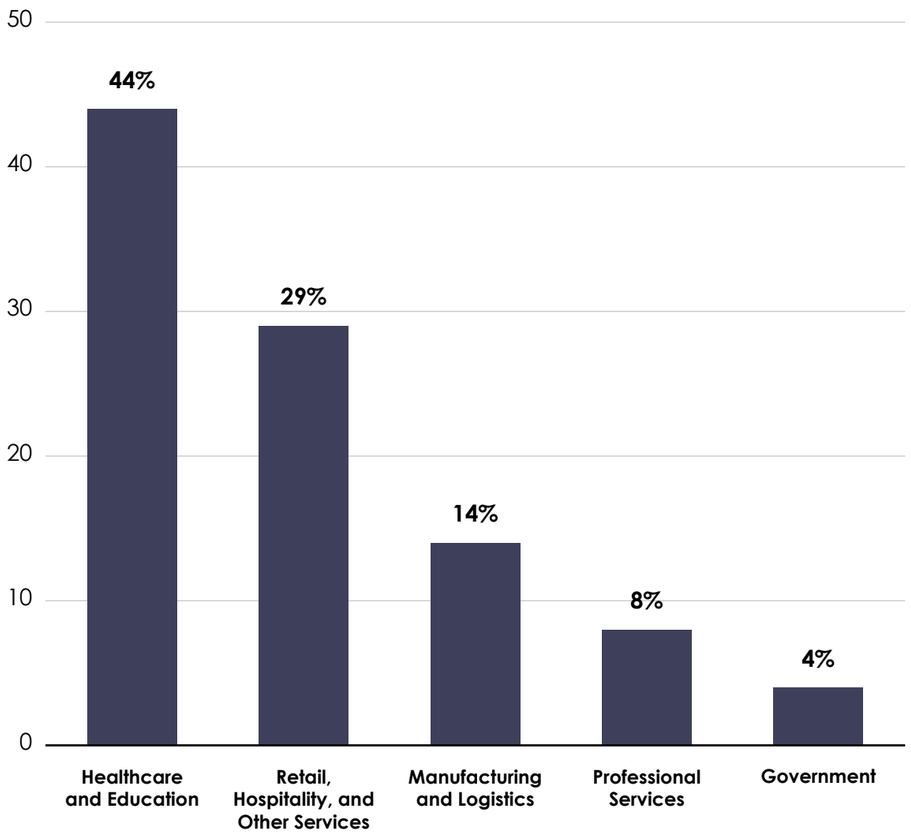
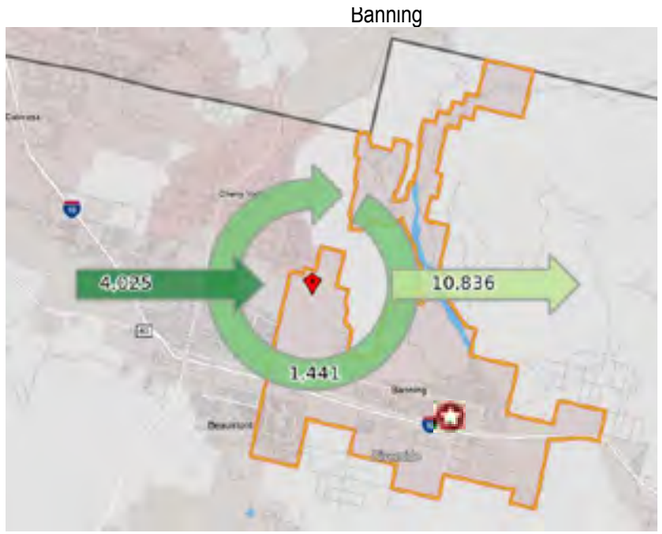
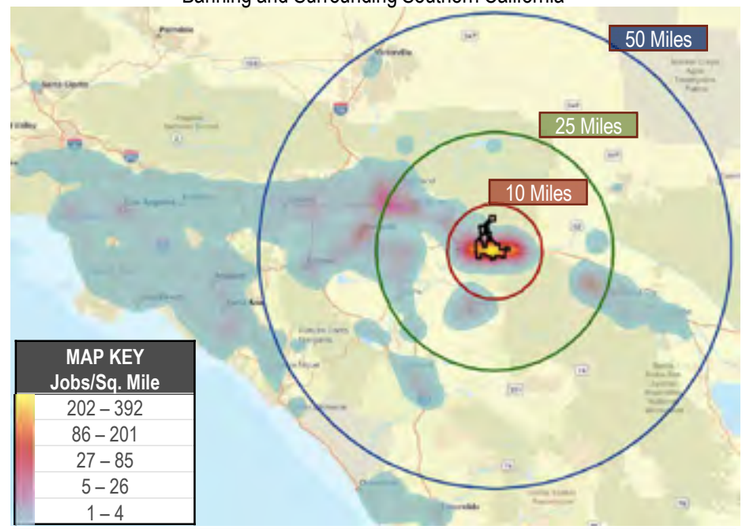


Figure 4. Commuting Patterns



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.

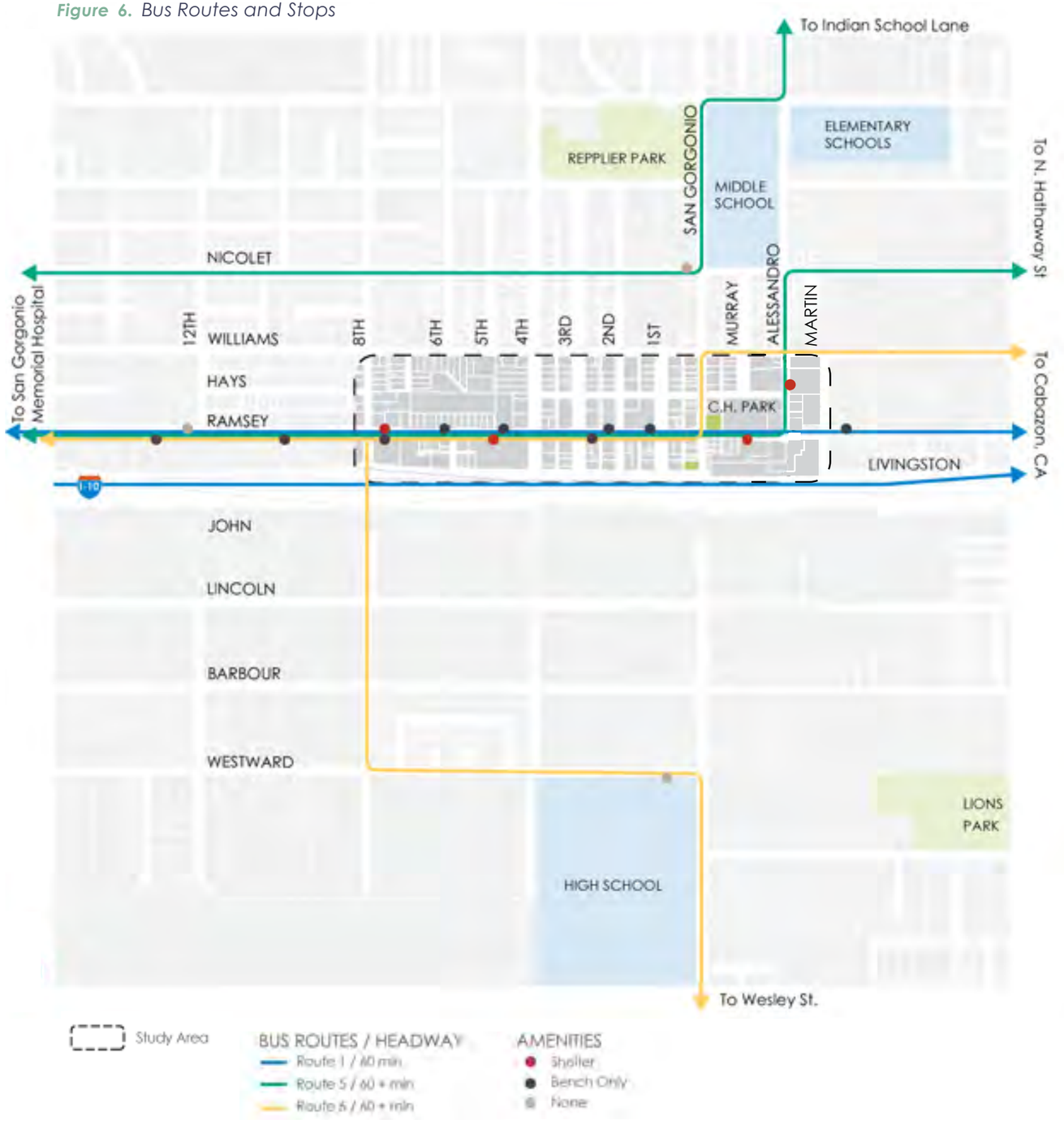
Route 5 – Northern Banning Route 5 accounts for 17 percent of Banning's Transit System use, providing service to the areas that lie north of the I-10 Freeway in the City of Banning. Major stops on this route are the Mid-County Justice Center, Banning City Hall, the Banning Community Center, Library, 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)

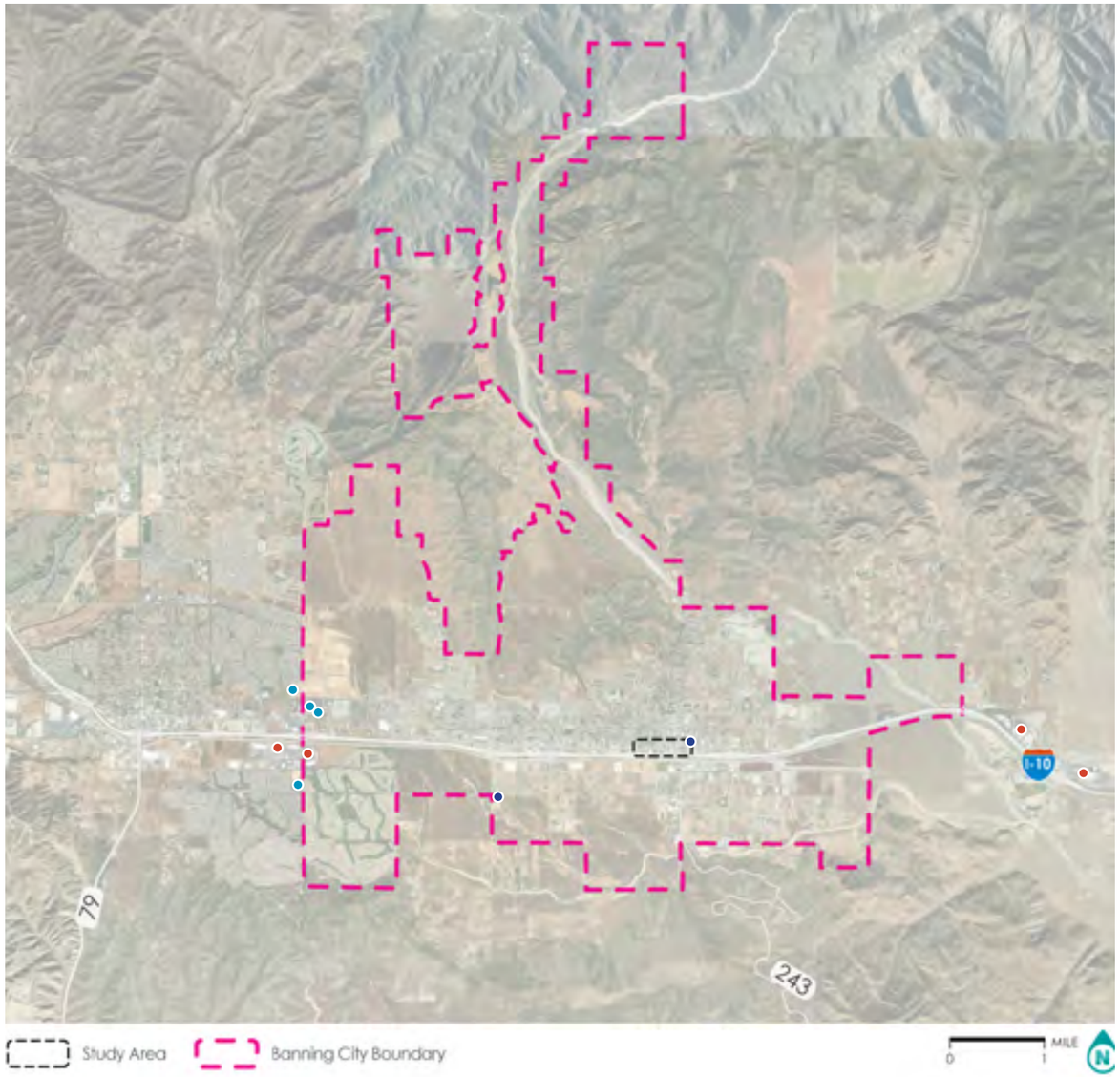
The transit plan also outlines the Dial-A-Ride service offered to seniors, aged 60 and older, persons with disabilities and passengers eligible under the Americans with Disabilities Act (ADA). In accordance with ADA requirements, DAR operates during the same time frames as the local fixed routes for 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

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

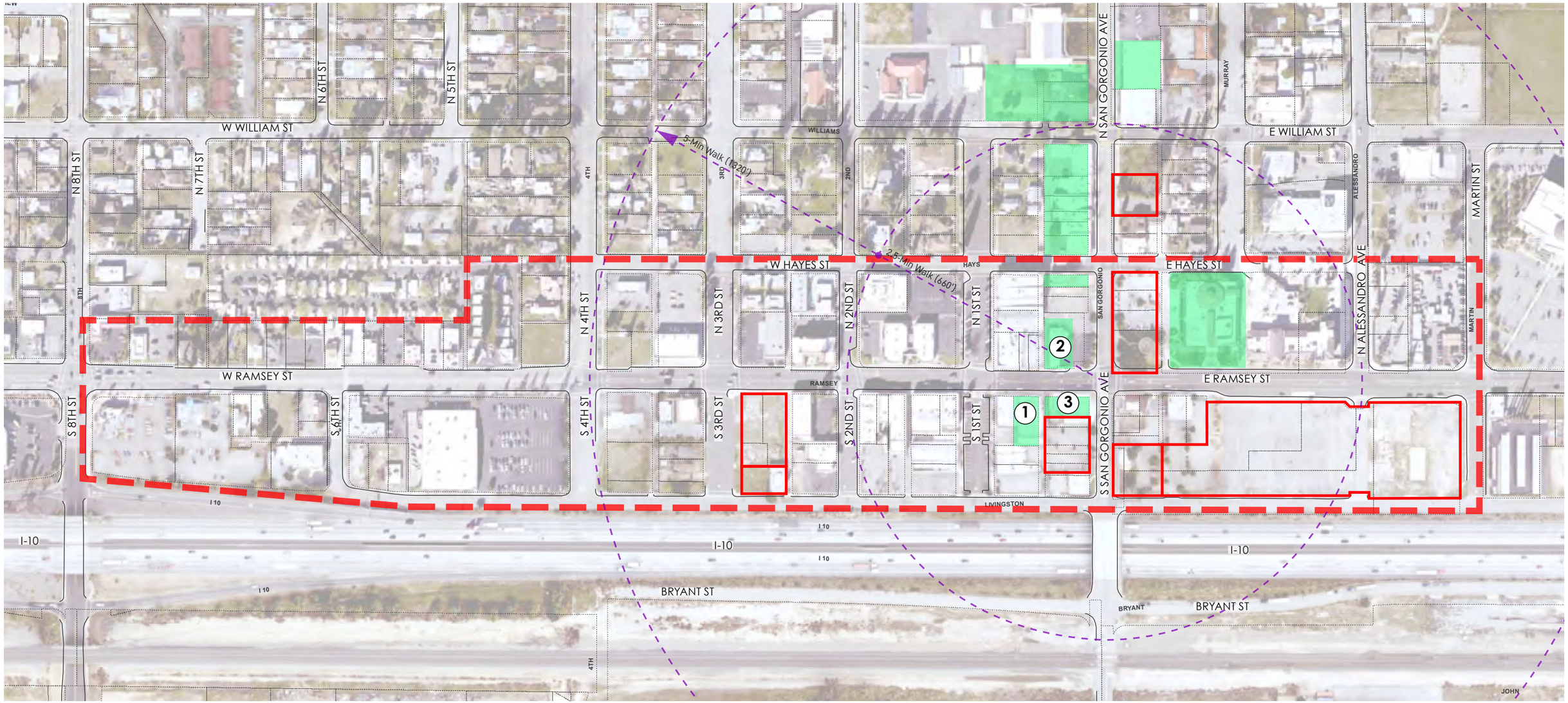


② The Station Taphouse Bar and Grill



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



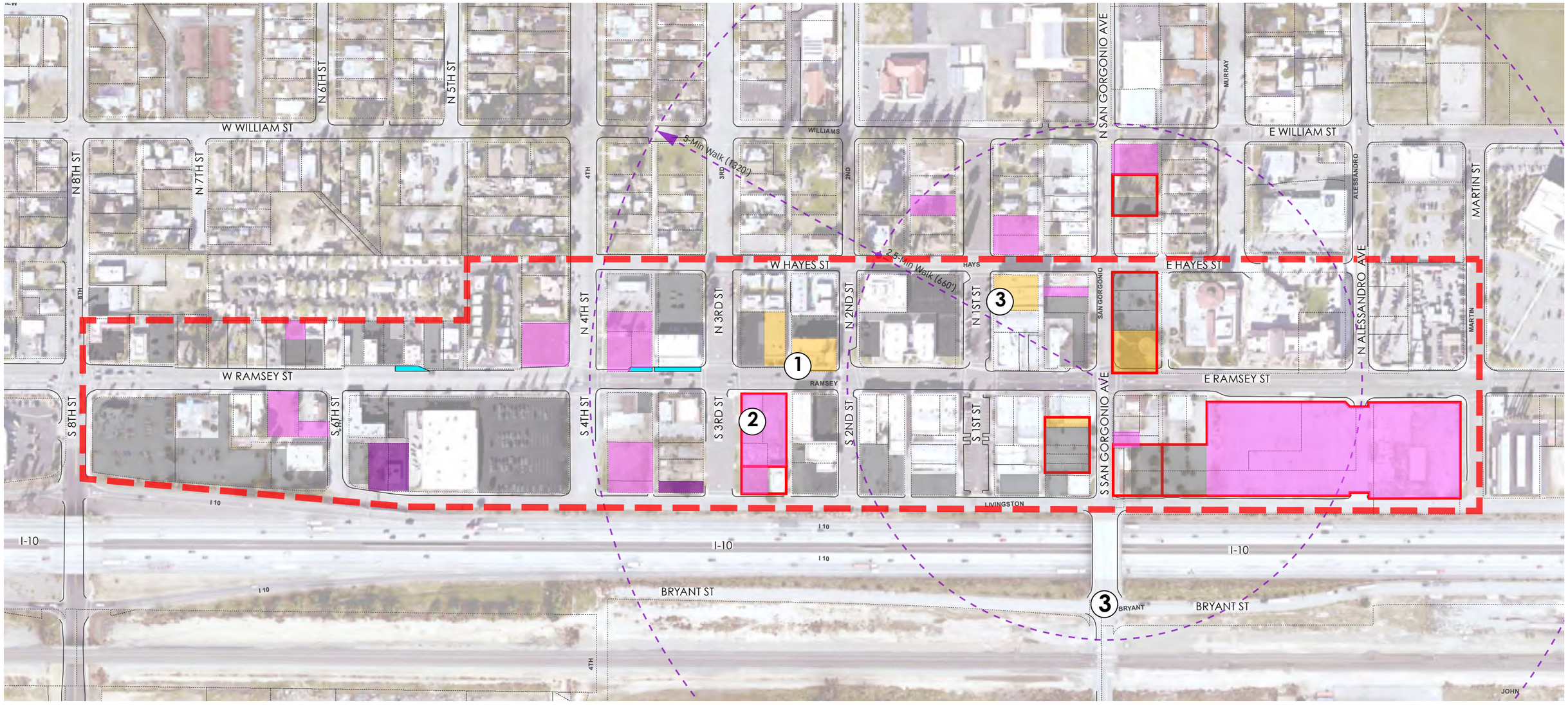
① Repurpose Potential (Banning Hotel today and historically, when it advertised a cafe)



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

Mountain View Estates Trailer Park Community

N 8TH ST

Santiago's Taco Shop

Cancer Federation

Music and Voice Institute

Papaya Bay

Reynaldo's

CBD The Wellness Generation

Bella Vista Cottages and Apartments

3

N 4TH ST

Entrance to Downtown

W RAMSEY ST

W RAMSEY ST

12,250' - 5 Min Walk

Jack in the Box

1

IHOP

2

Snowballs and Snacks

Banning Donuts

Greyhound Bus Station

Riverside County Department Public

S 6TH ST

S 4TH ST

S 8TH ST

I-10

Access from I-10 West



- 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.



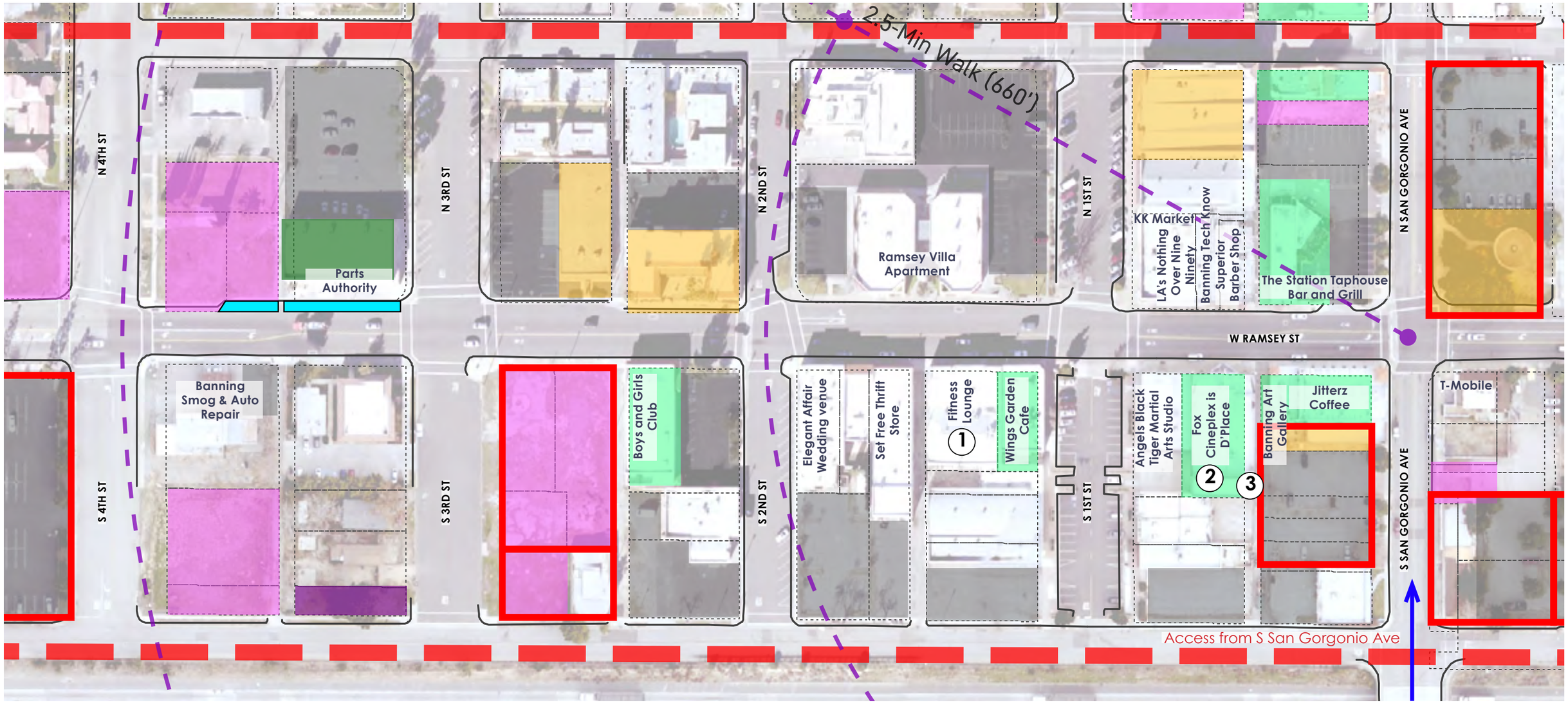
① Ramsey Street sidewalk and storefronts



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.



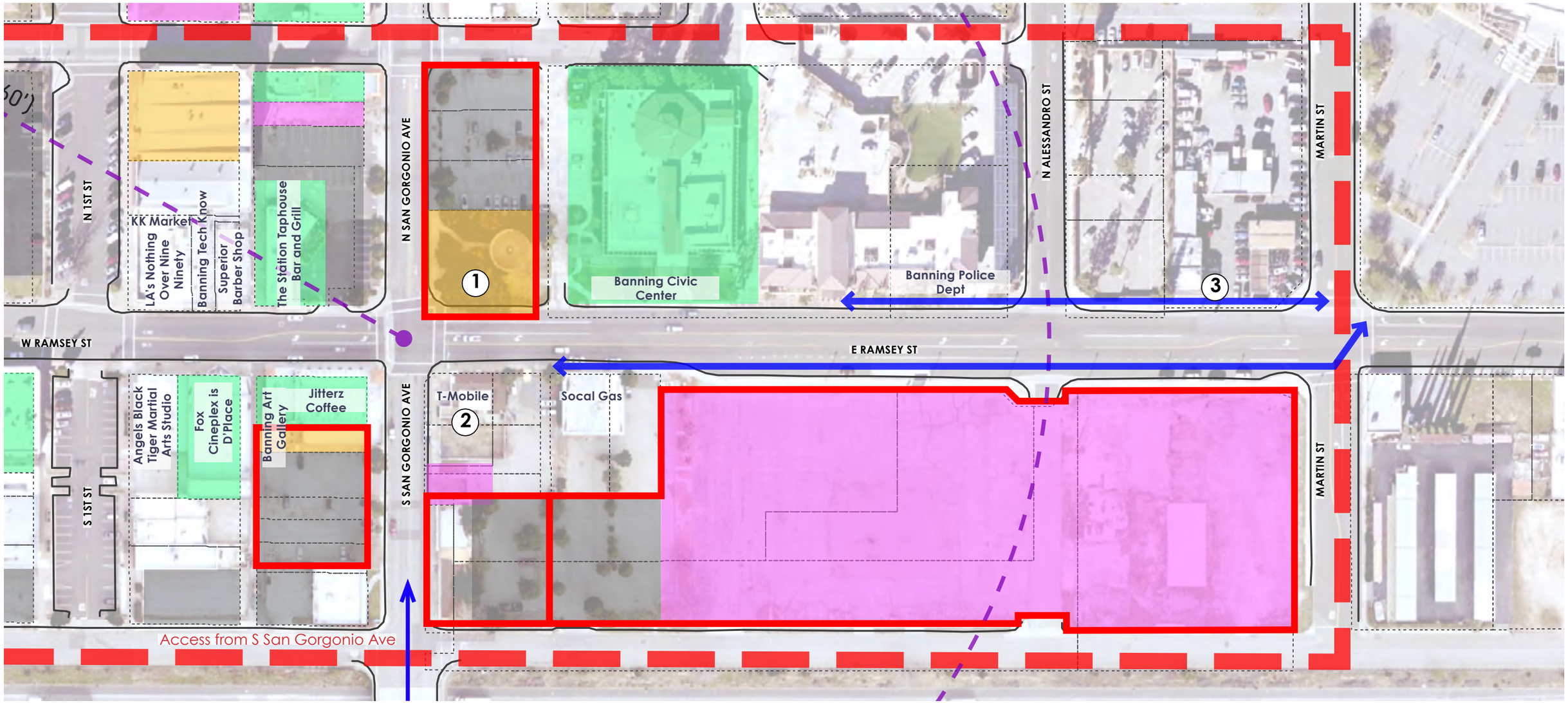
① Carpenter Hamilton Park



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

Central Elementary School

Banning Village Market

3

1

N SAN GORGONIO AVE

N ALESSANDRO ST

MARTIN ST

W WILLIAMS ST

E WILLIAMS ST

N 2ND ST

N 1ST ST

Flamingo's Event Planner

Extreme Hair Salon

Elvira's Boutique

McClellen Wilson and Patterson

Rise Above Boxing Academy

Protein Garden

2

Dorthy Ramon Learning Center

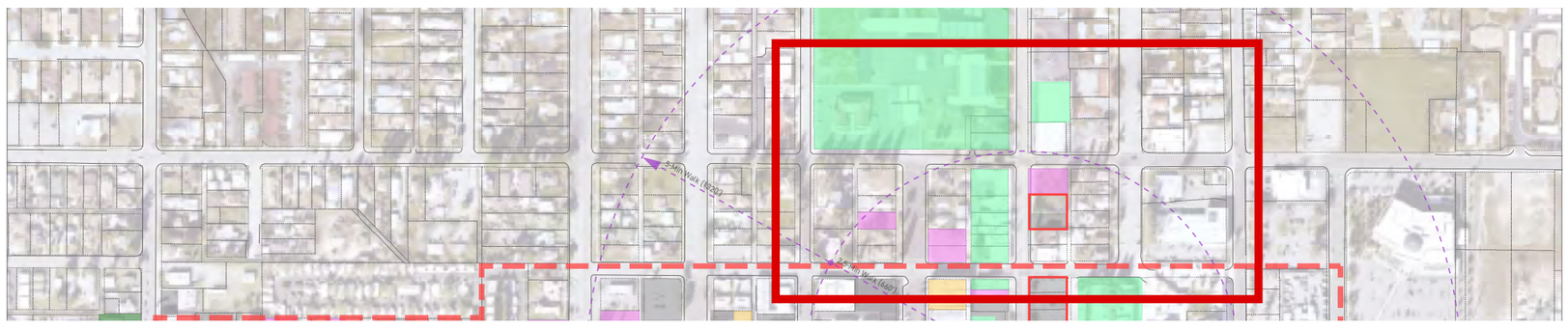
Super Subs

2.5-Min Walk (660')

W HAYS ST

E HAYS ST

La Carreta Dulceria



- 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



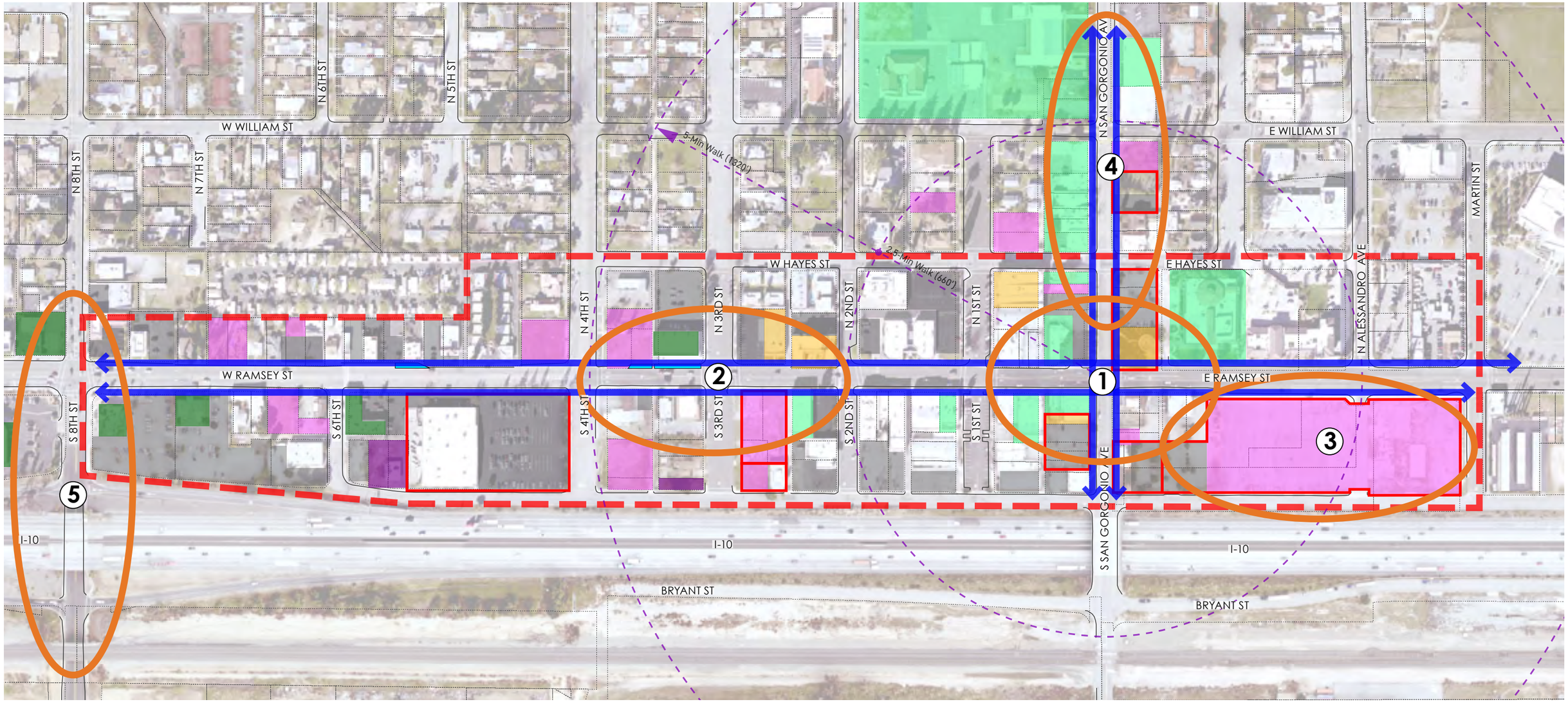
① Cluster #1 - Ramsey & San Gorgonio Intersection



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
E WILLIAM ST
N SAN GORGONIO AVE
MARTIN ST
N ALESSANDRO AVE
E HAYES ST
N 4TH ST
N 3RD ST
N 2ND ST
N 1ST 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

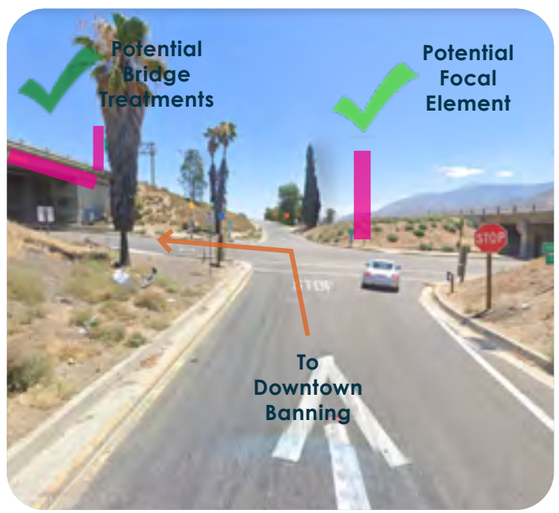
Signage leading to Downtown Banning is needed in multiple locations including along the I-10 mainline, at the end of the freeway exits at 8th Street and Hargrave Street, and along San Gorgonio Avenue.

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:

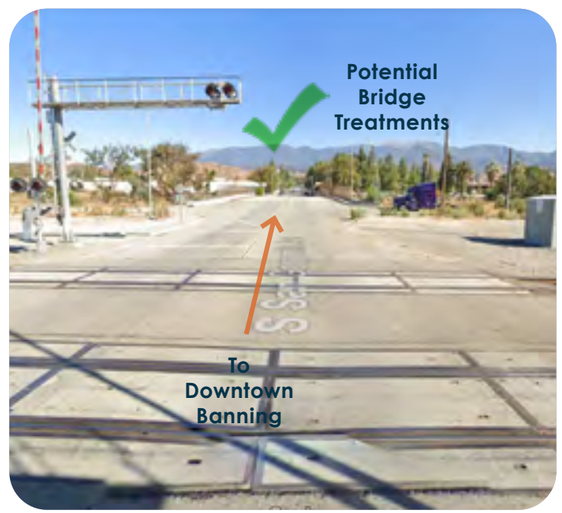
- Increase visibility, recognition and access to Downtown Banning for pass-through I-10 travelers
- Provide clear gateways into and out of Downtown, identifying it as a unique district



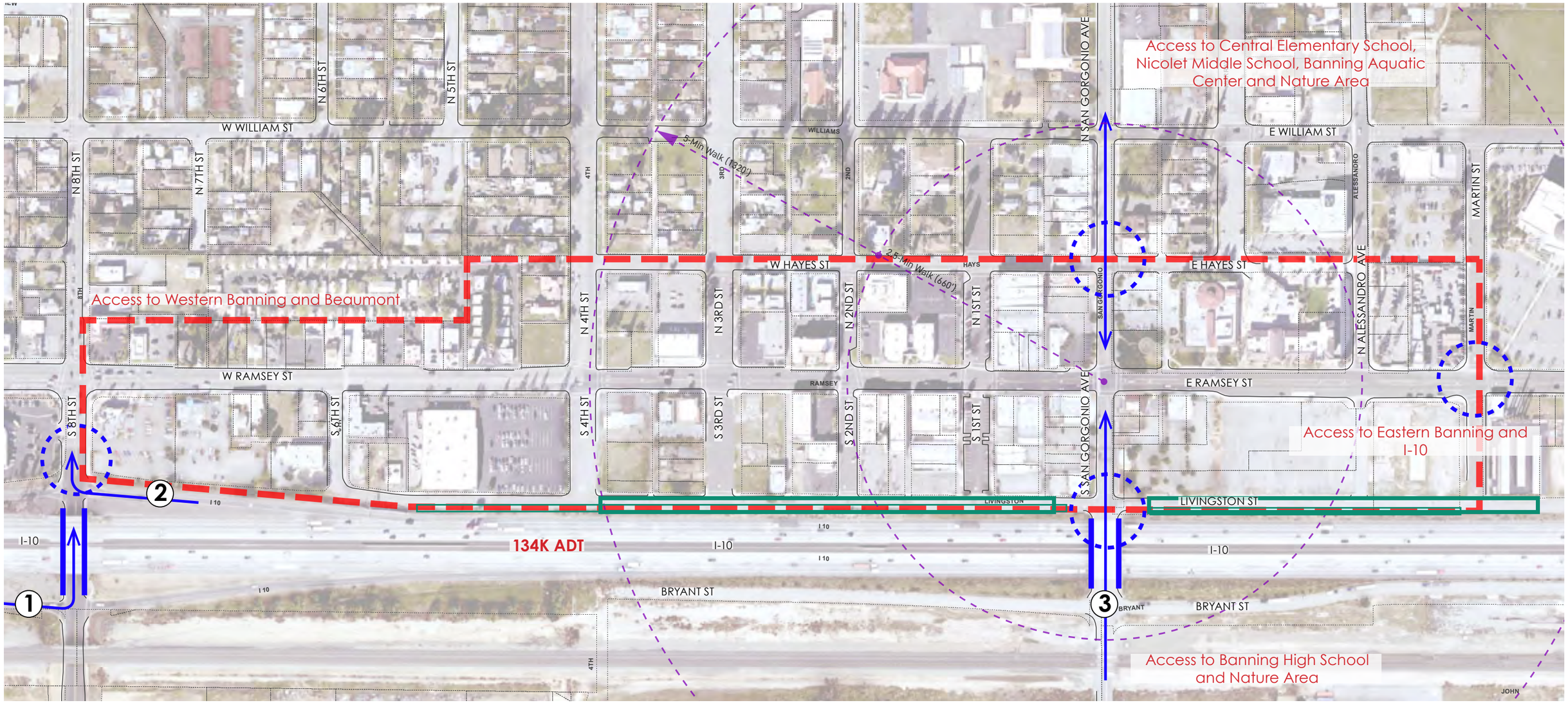
① I-10 East Bound Freeway Exit at 8th St



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.

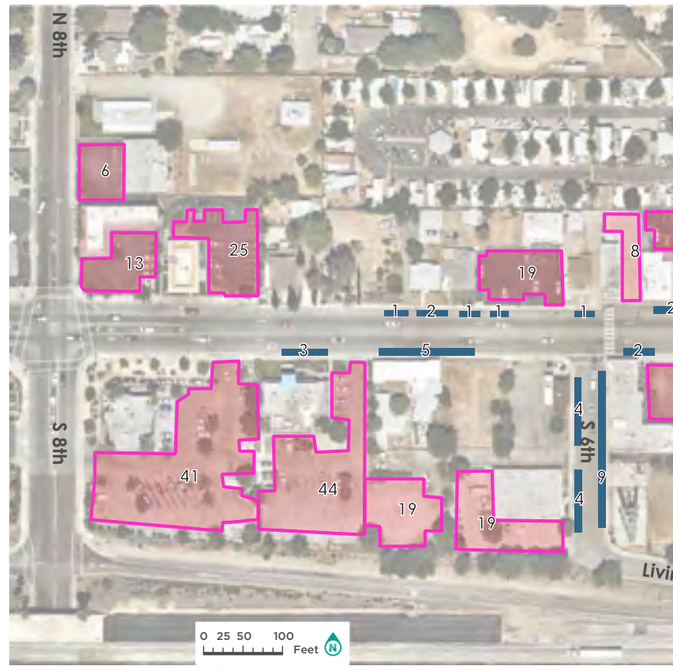

FOX
ANGEL'S BLACK TIGER ACADEMY

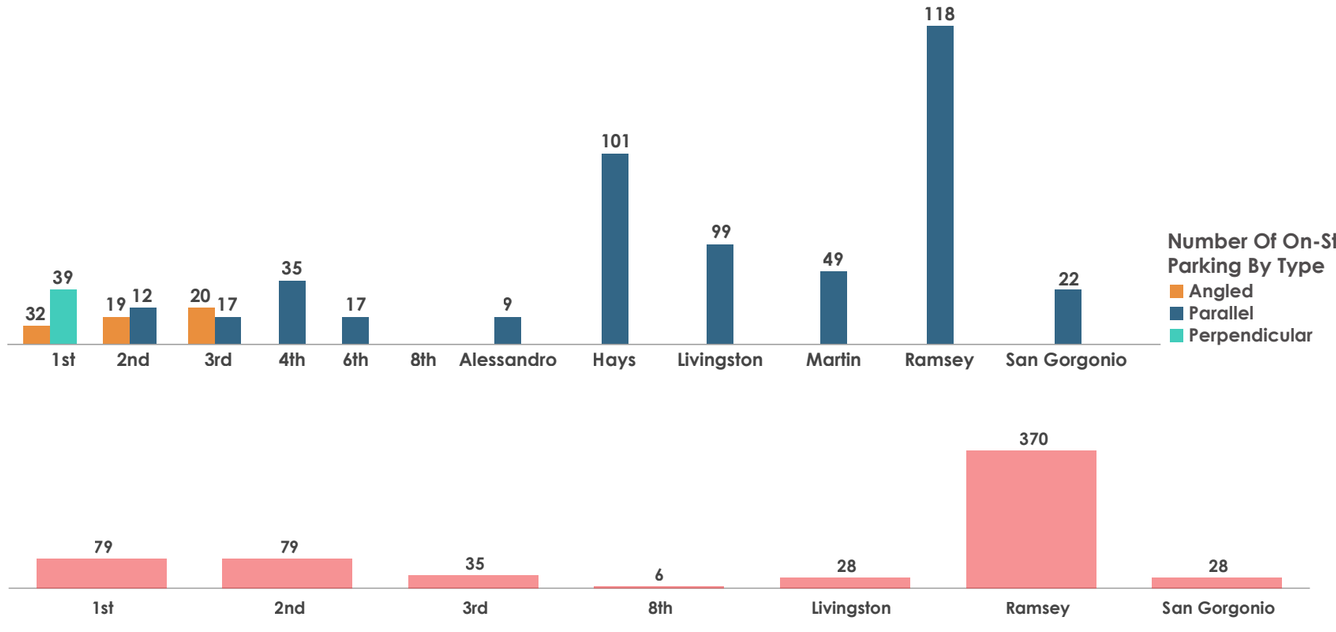
Parking In Downtown Banning

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

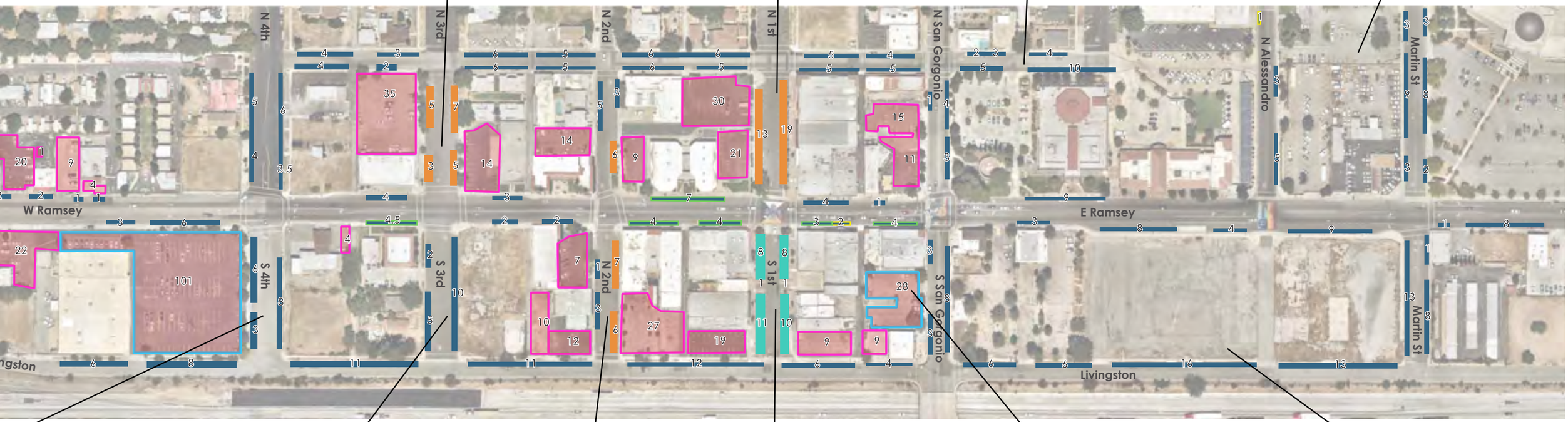


Short Term Parking Near Police Station



Street Turned Into Parking Lot





Lack of Markings for Parking



Unclear Ownership and Use of Lots Behind Businesses



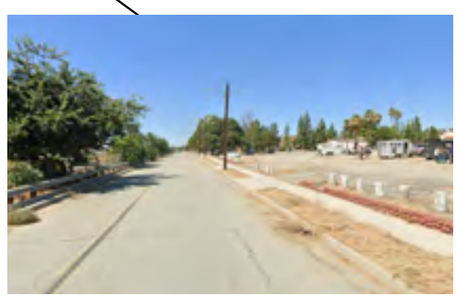
Street Treated As Parking Lot



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 Revita
ng
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

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

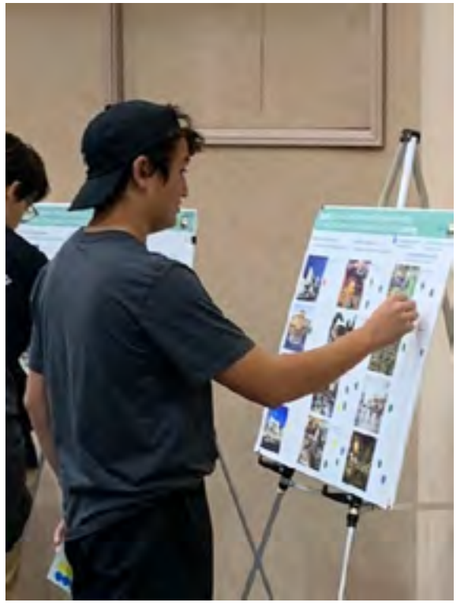
The community showed interest in slow streets, programmed alleys, bike parking as well as active street terrace, green stormwater management, shade, and outdoor gathering. There were a few dislikes marked on the board, including active street terrace with elements like barrels and furniture, as well 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.



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



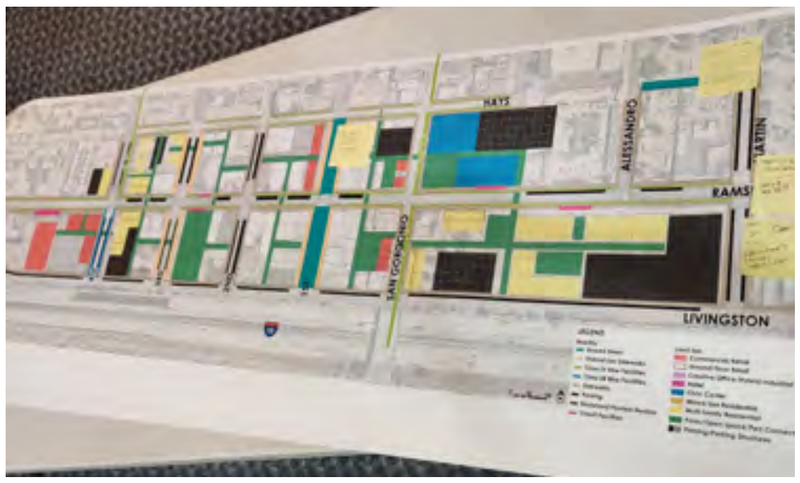
Land use and open space board- The Spark



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

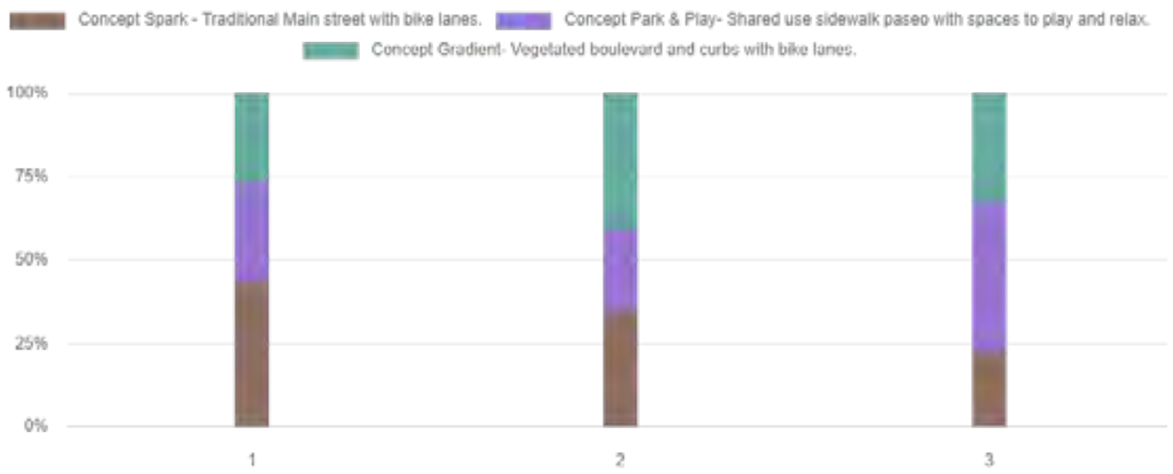


Park & Play



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

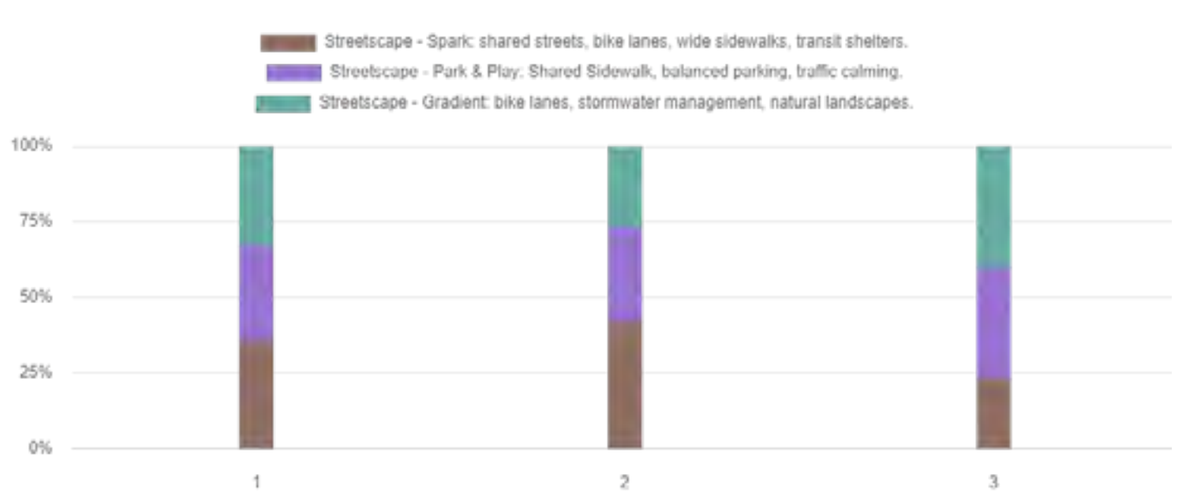


Park & Play



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
WELCOME
CENTER
BANNING

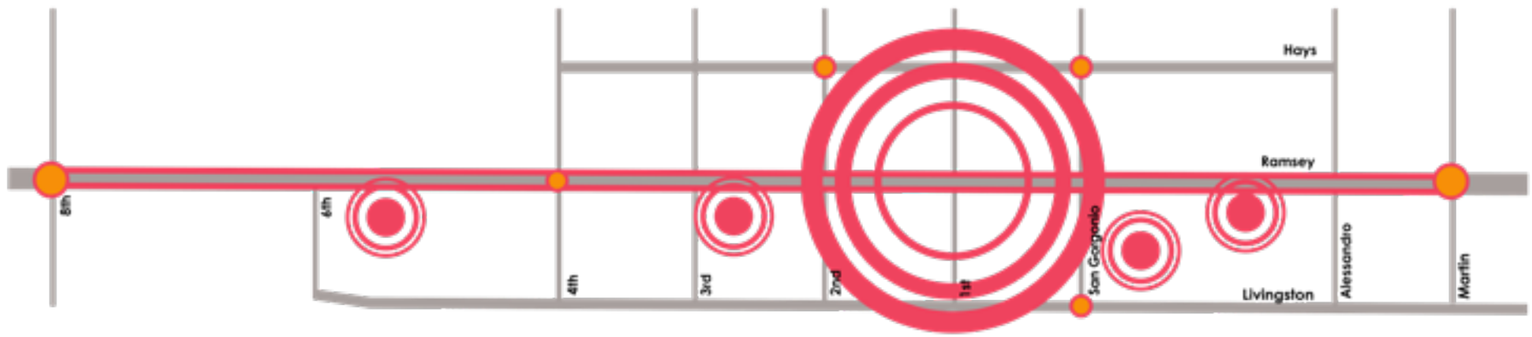
CONCEPT DESIGN THEMES

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

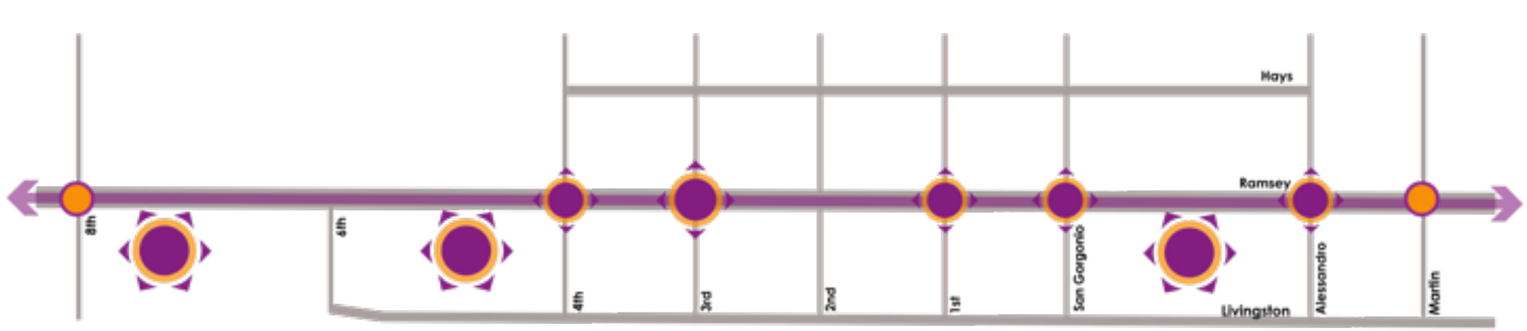
1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



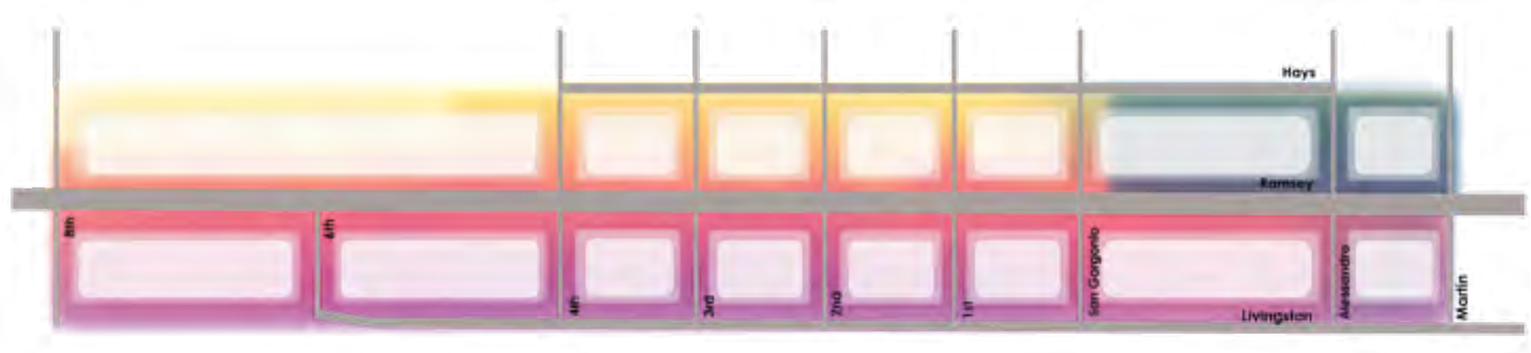
2: Park & Play

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



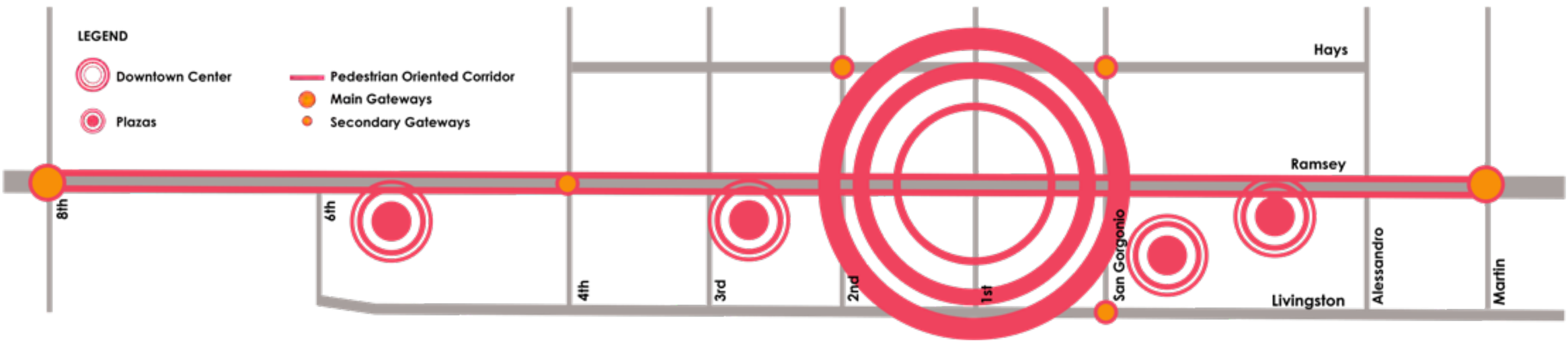


Figure 11. 1st St and Ramsey Shared Street



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



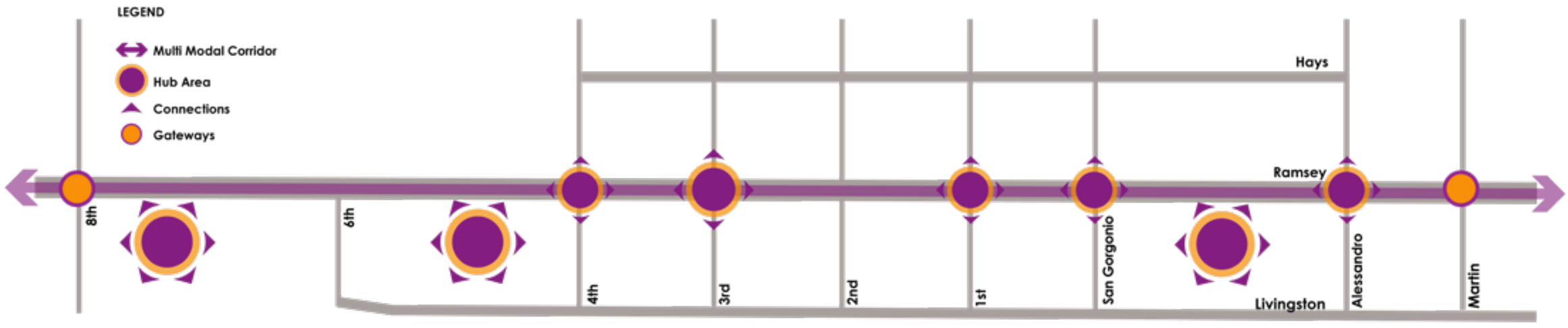


Figure 13. 1st St and Ramsey Shared Street



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



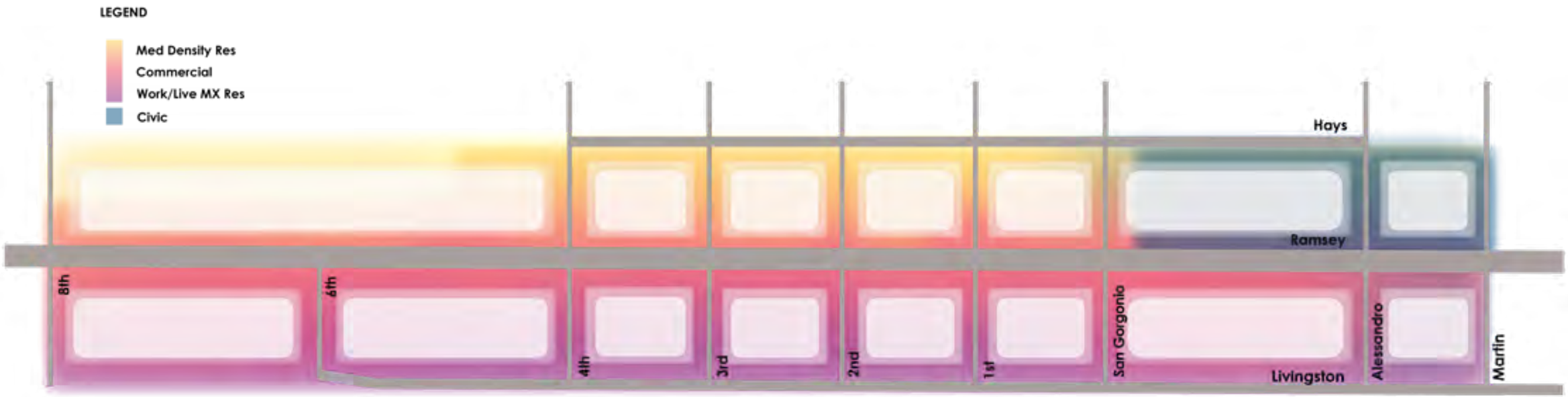


Figure 15. 1st St and Ramsey Shared Street



MOBILITY AND GATEWAYS

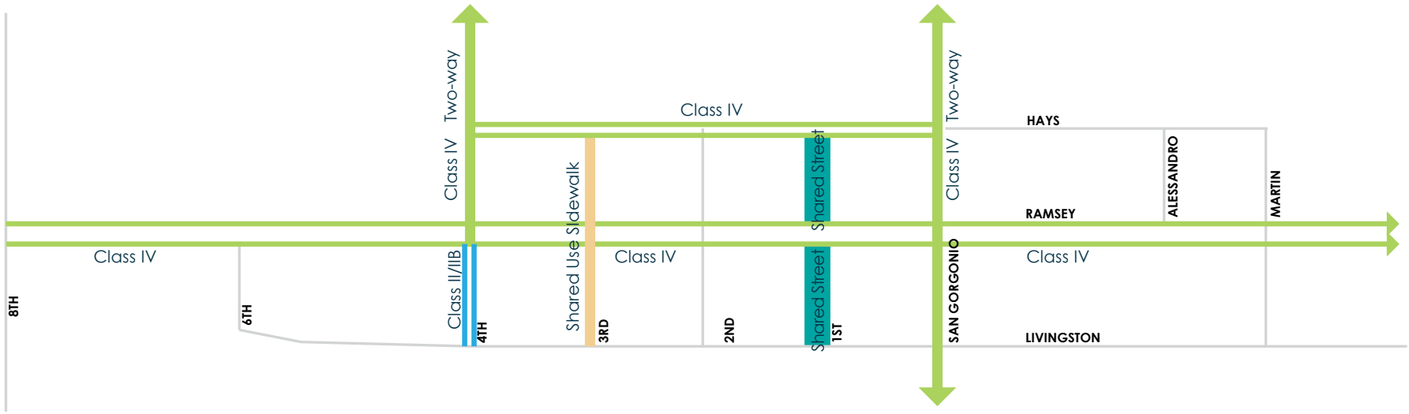
Three mobility concepts were created to explore how combinations of Complete Streets elements would work together to provide safe access to and within Downtown for pedestrians and cyclists. The Appendix provides more details on these mobility concepts with diagrams and precedent imagery of mobility elements.

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

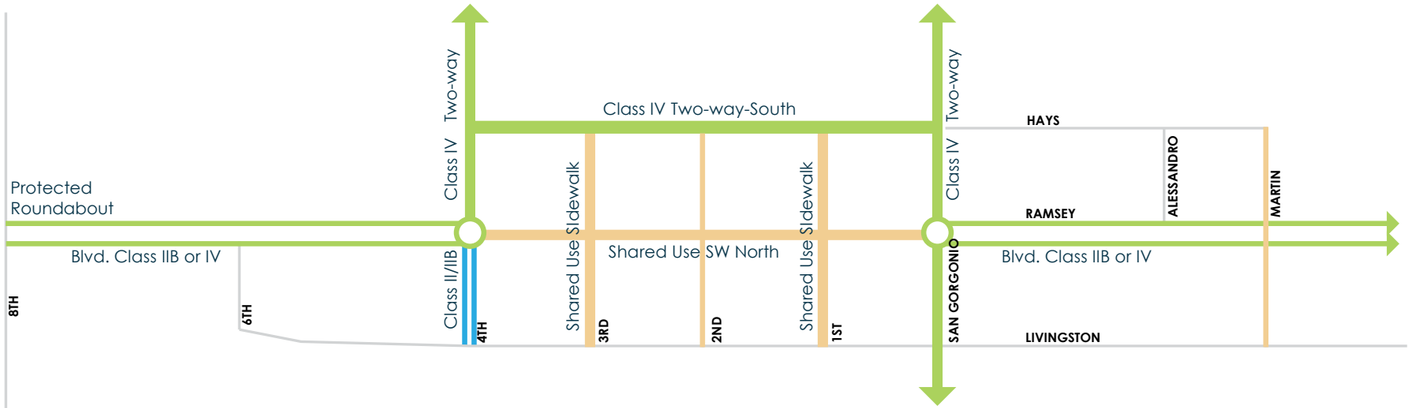
1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



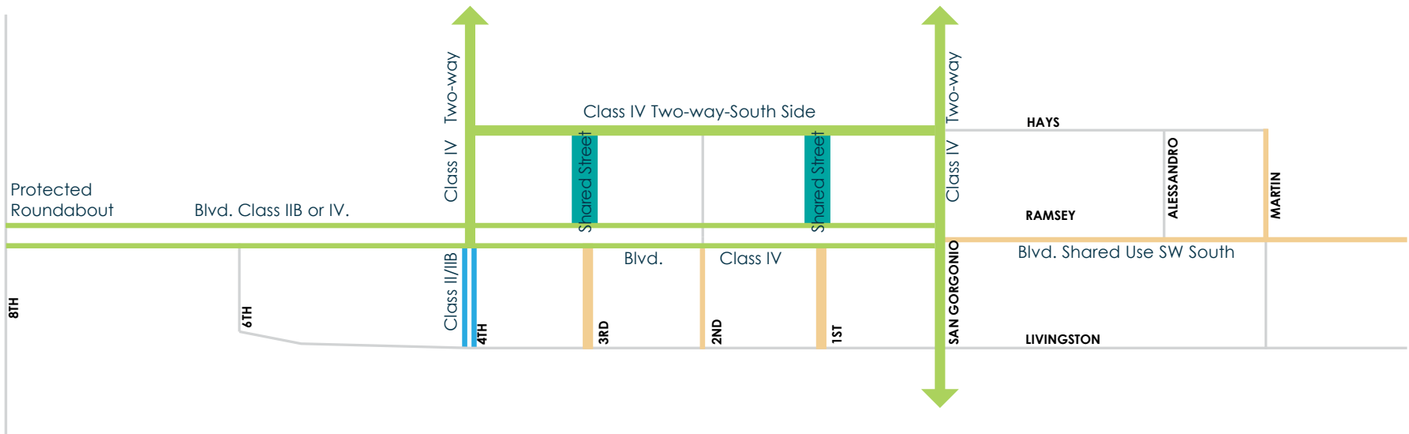
2: Park & Play

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

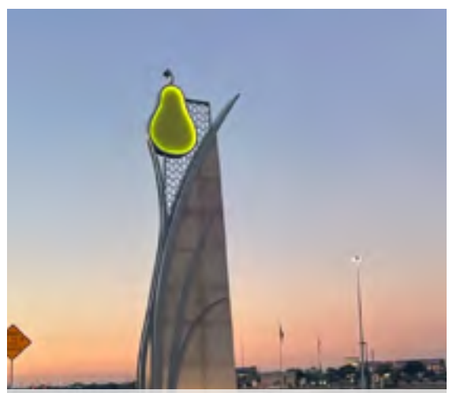


G 2: Monument Sign



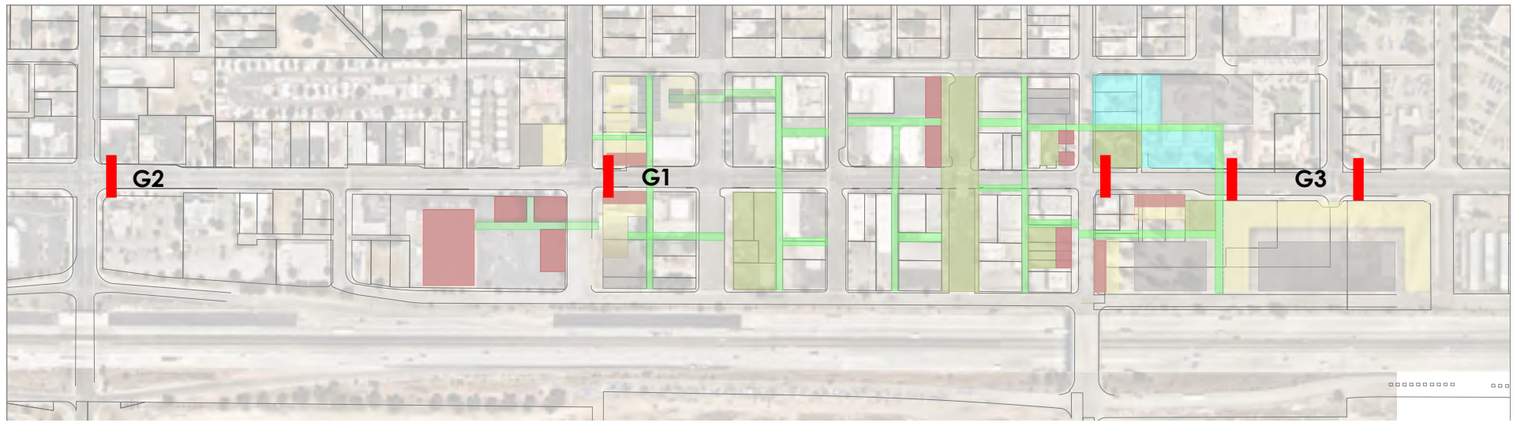
G4: I-10 Bridge Markers


G5: Off/On Ramp Markers

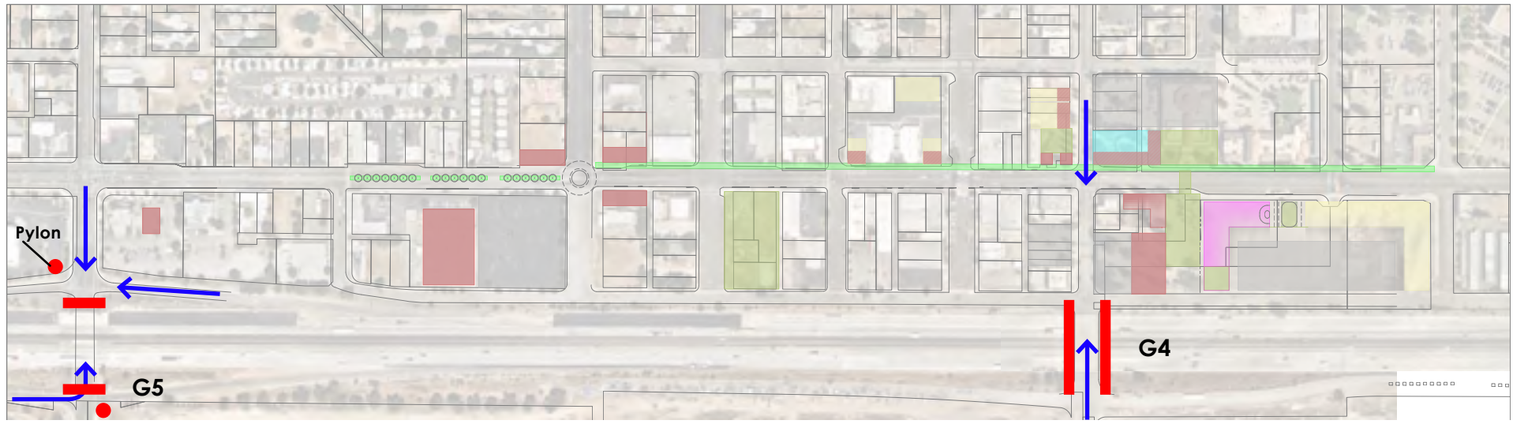

G6: Off/On Ramp Markers

Concepts

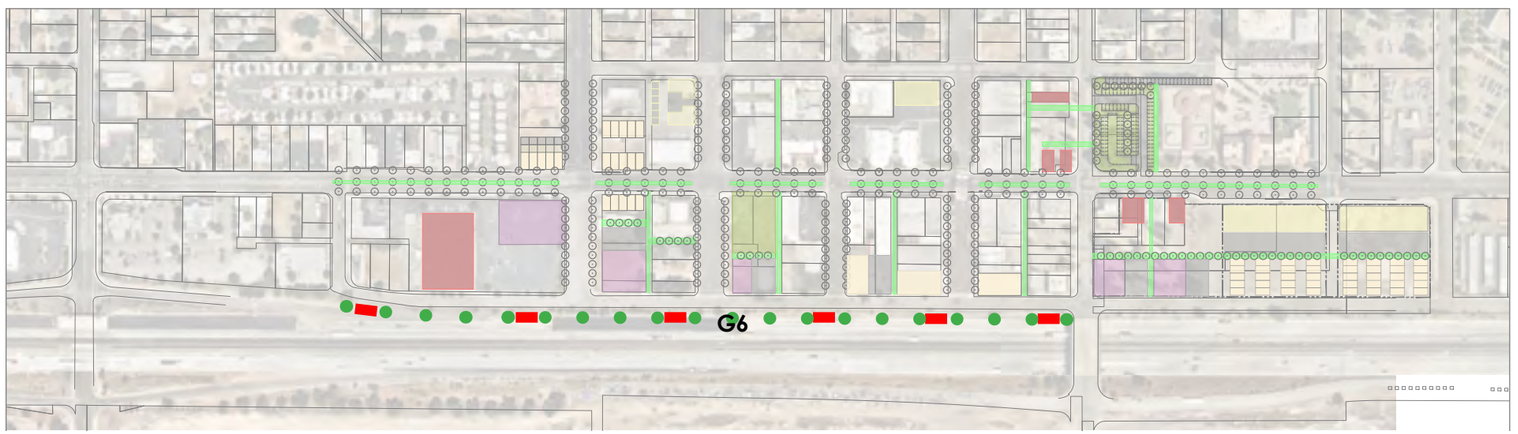
1: The Spark



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.

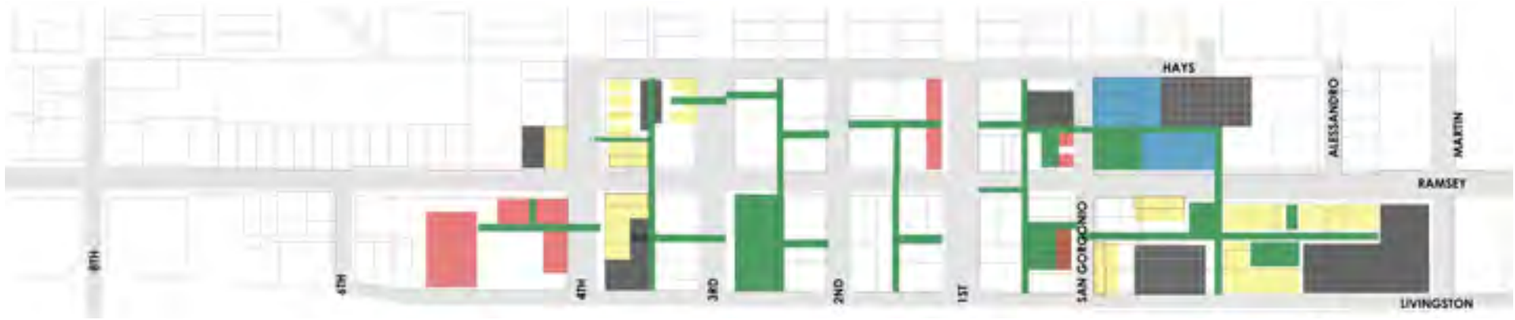
Concepts

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

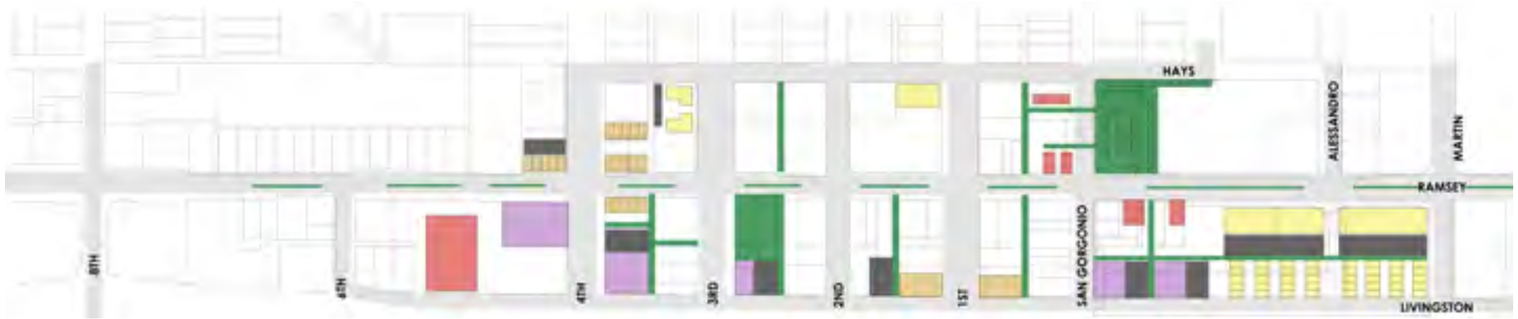


3: Gradient

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.

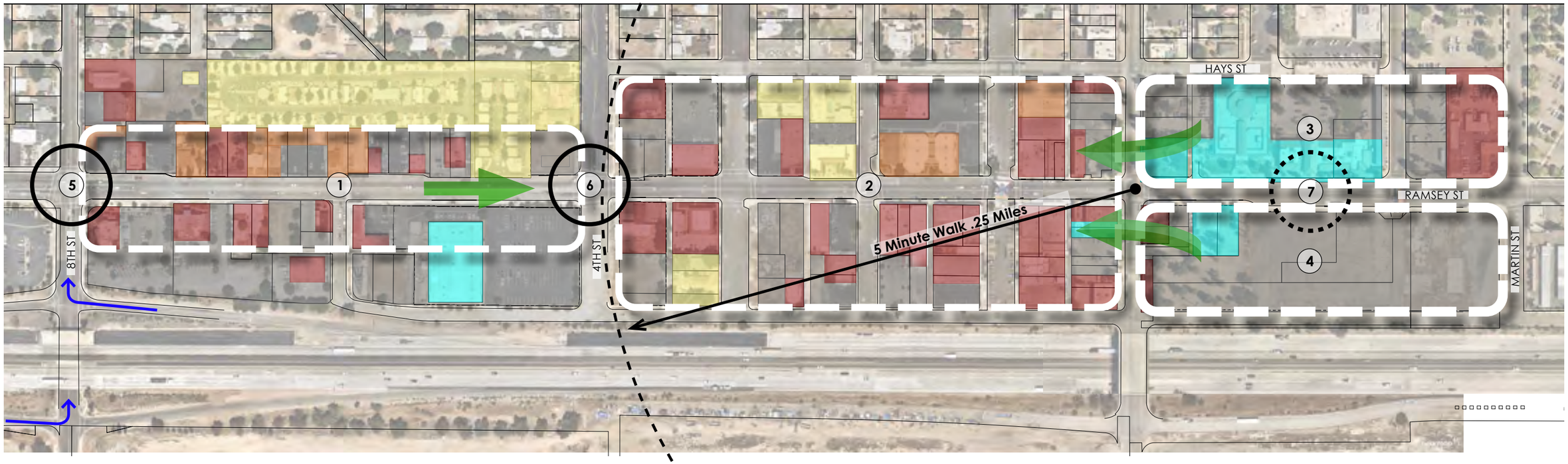
3: Civic Center/Eastern Transition Area. This area consists of civic-focused uses including City Hall, Police Station and Superior Court. Ramsey Street transitions from a wide boulevard to the east into the downtown street it is in the Downtown Core. The area has a significant daytime population which 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.

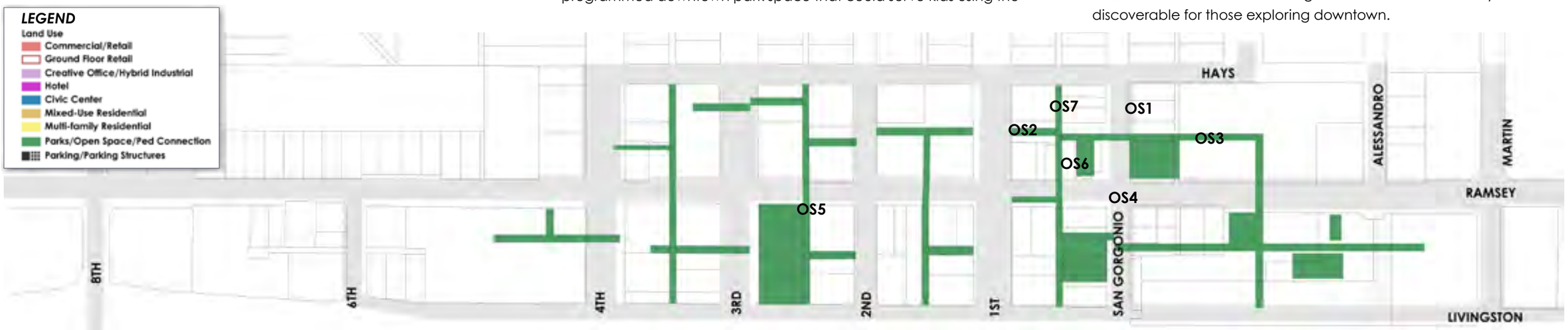
- **OS3: Civic Center Plaza.** A new vision for Carpenter Hamilton Park will better open and connect the park to the Ramsey / San Gorgonio intersection and core downtown development. A more hardscape-focused, plaza-like civic space will be highly visible and become the ceremonial gateway to City Hall. 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

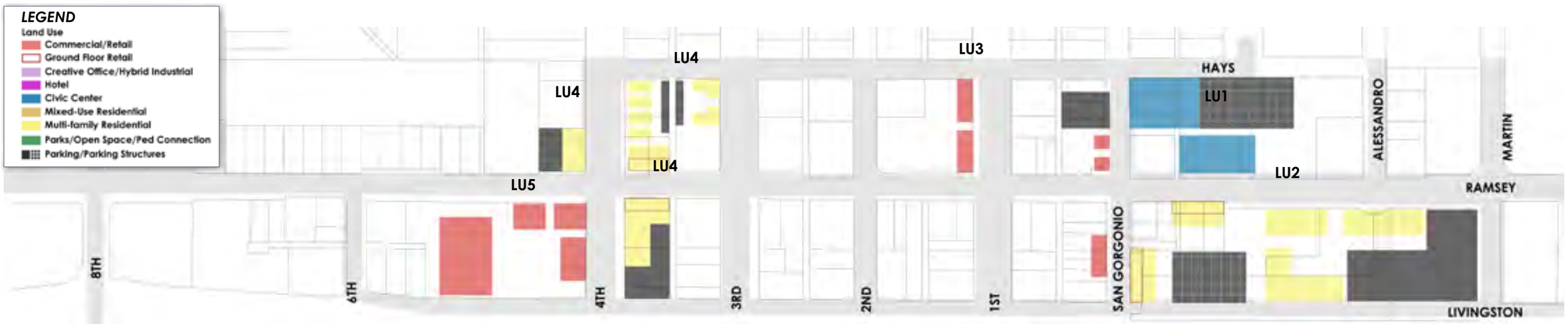
- **LU1: Civic Center Expansion.** Phased expansion concept for the Civic Center to include new expanded Civic Center facilities focused on a featured corner plaza space, new structured district parking garage, and pedestrian paseo connections linking the development. See more detailed information on 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.

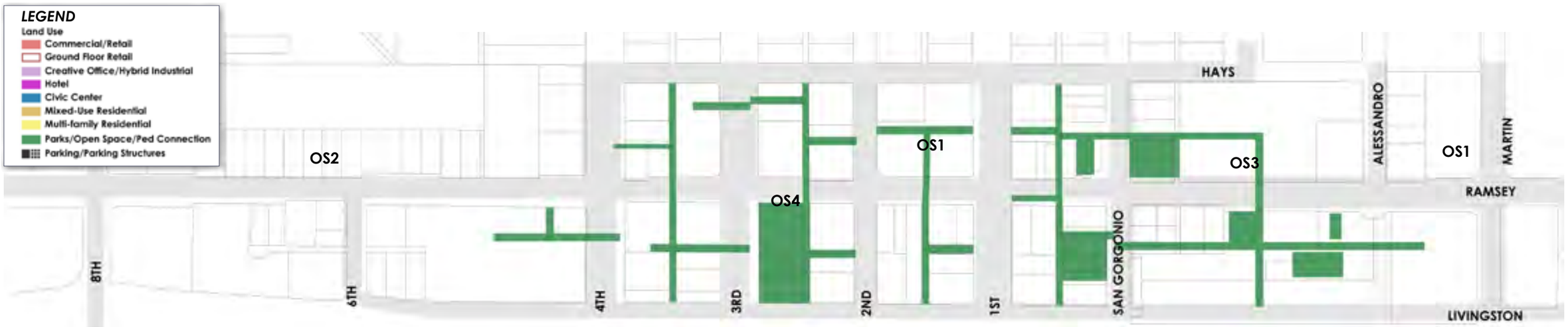


Park & Play

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.

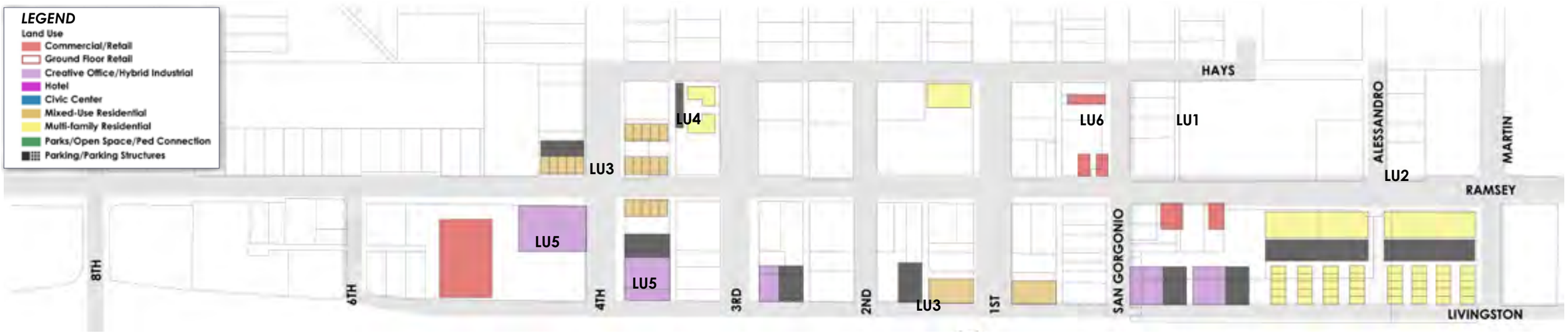
- **LU2: Affordable Housing for Artists.** New residential artist living development concept for the 5-acre City-owned property along Ramsey between San Gorgonio and Martin. Concept includes a 3-story artist loft development with surface parking lot flanked by a multi-story live / work development to 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

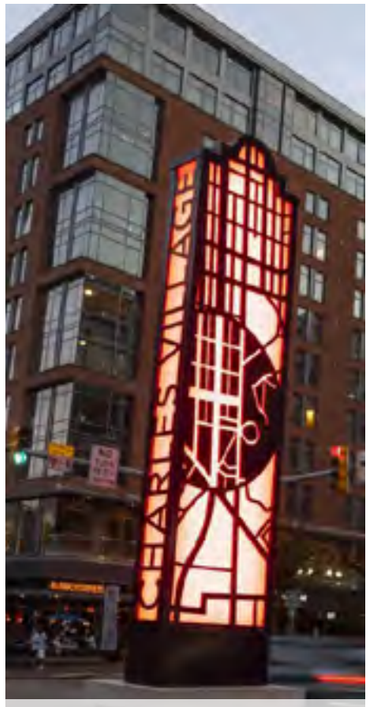


The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY

Streetscape Amenities

ELEGANT, DECORATIVE DETAILS, FINE TEXTURES



Gateway Element



Textured Elements



Bike Racks



Bench



Paving



Artistic Details

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



Bike Racks



Pedestrian Lighting



Paving

Public Realm / Placemaking

ILLUMINATION AND DISCOVERY IN THE DISTRICT



Parklets



Alley Activation



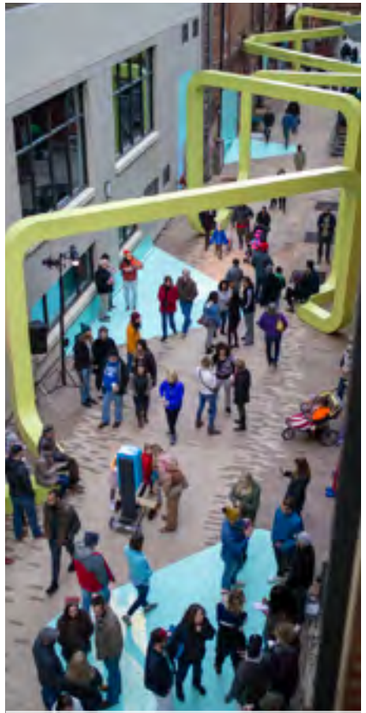
Interactive Art



Creative Public Seating



Multi-Generational Play



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

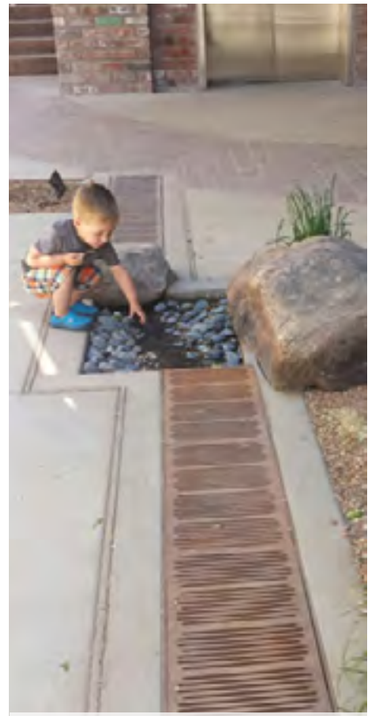

Bike Racks


Stormwater Infrastructure as Art

Public Realm / Placemaking

SOFTEN THE EXPERIENCE

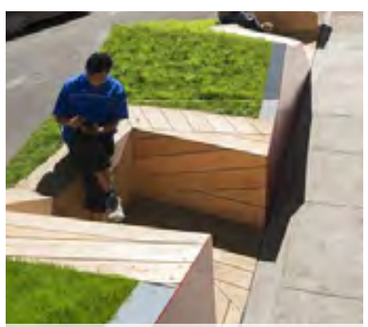

Social Space


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.

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.

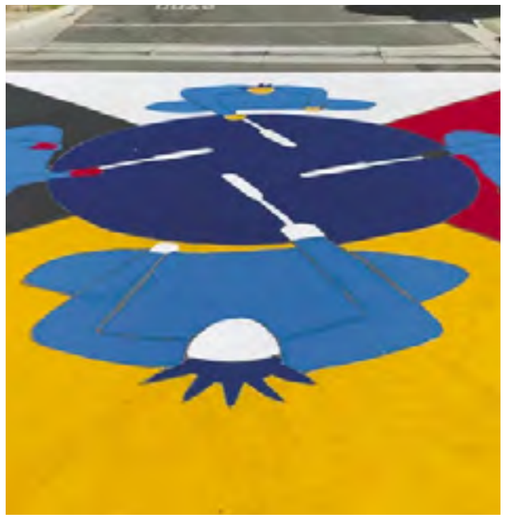
Acre Green

Present
More than 1500 acres of developable land are available for housing and commercial opportunities.


FOX


BANNING


FOX
THE
LAST
SHOW












Sun Lakes
VILLAGE
Albertsons
HOBBY

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

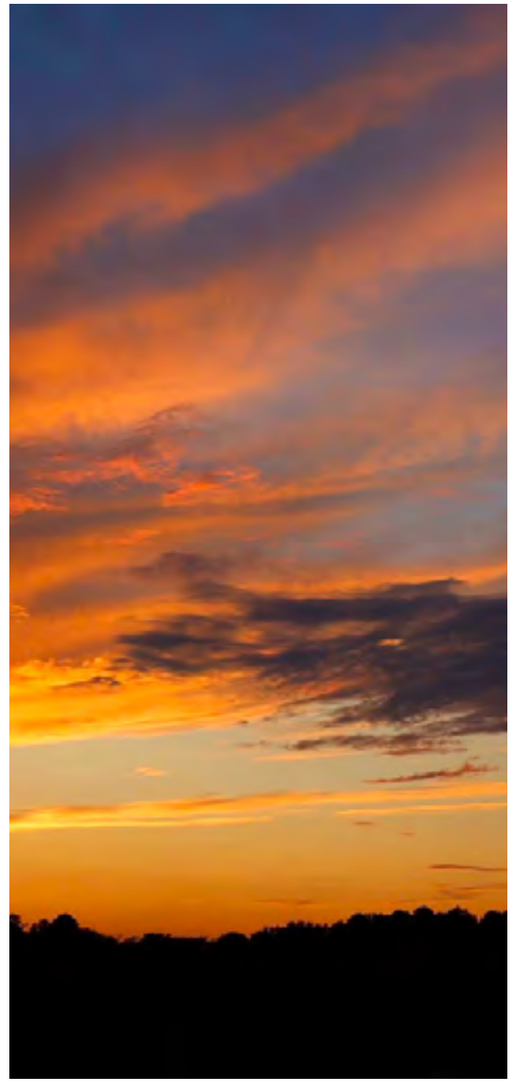
Reminiscent of Banning's striking sunsets and autumn foliage

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

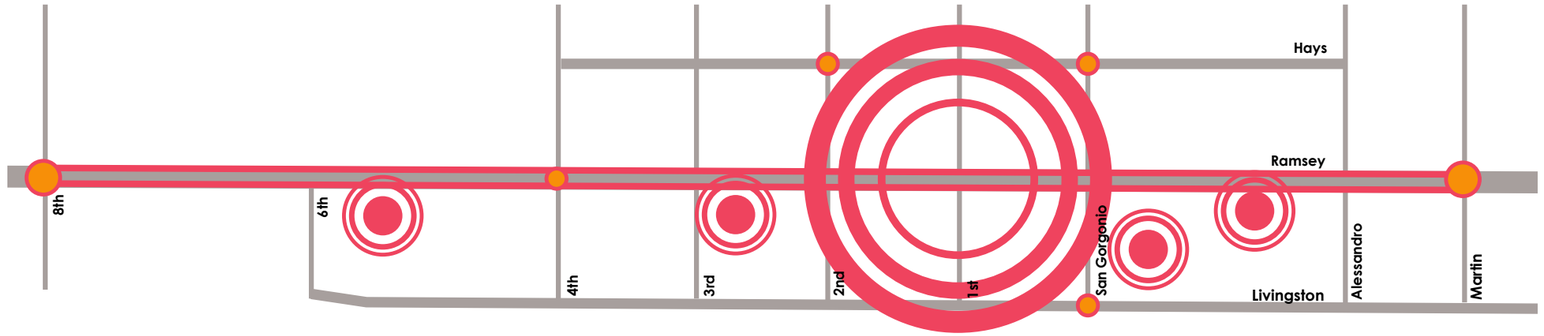

LEARNING CENTER INC

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.

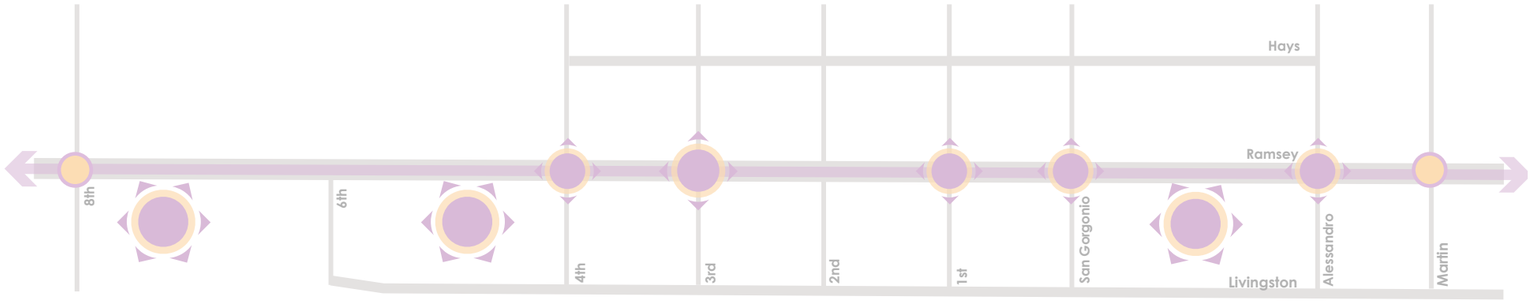
1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



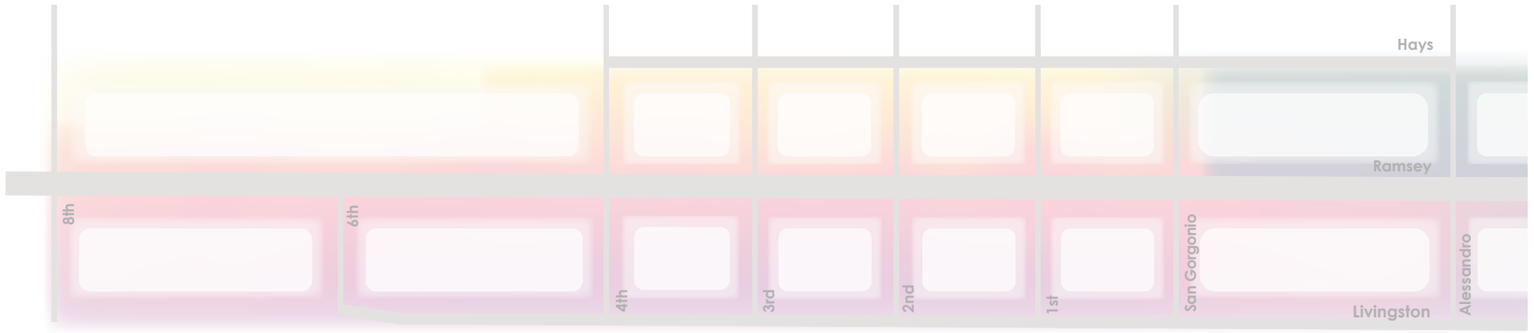
2: Park & Play

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.

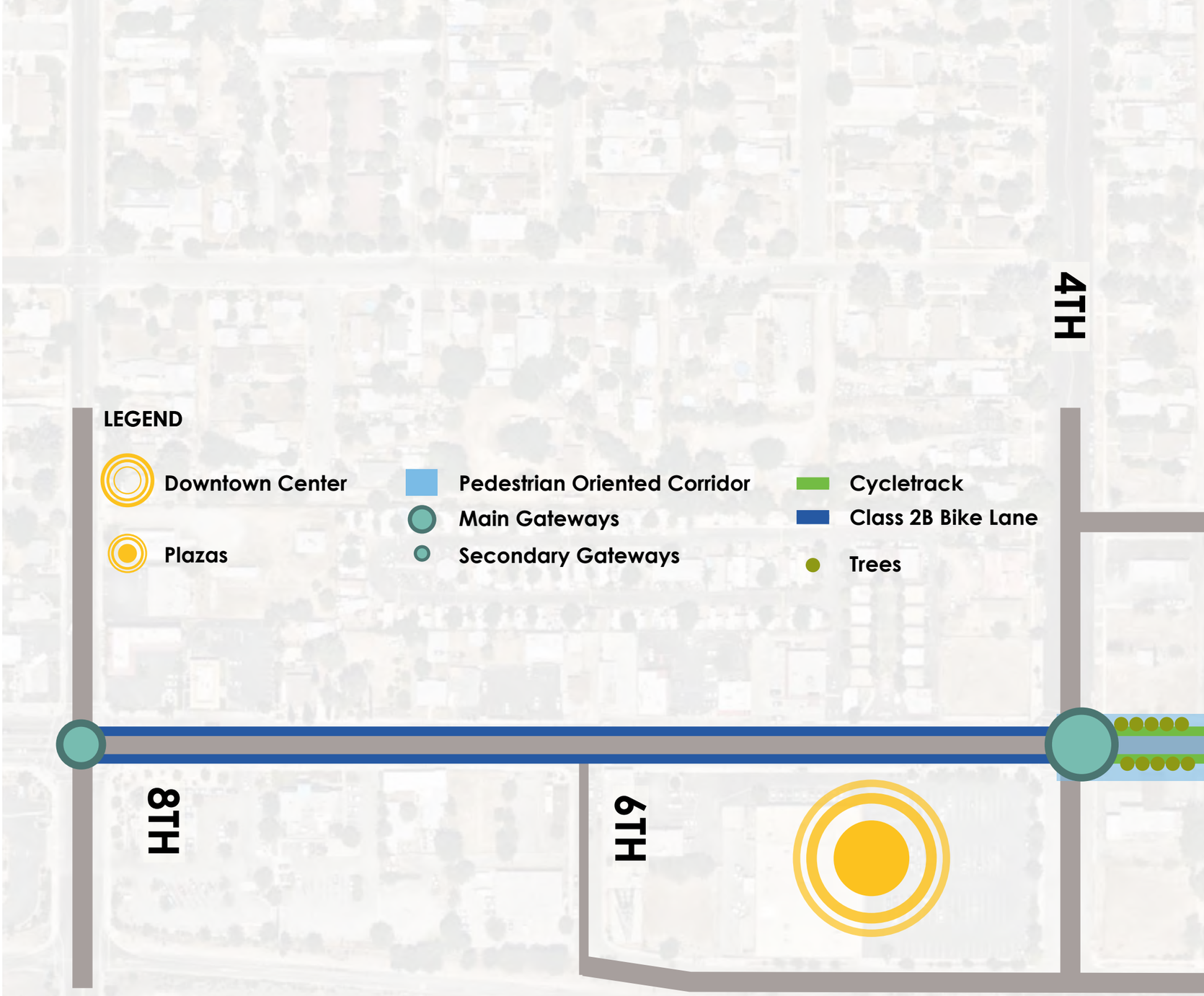
Open Space: A network of narrow, historic inspired alley pedestrian paseos to be looped to connect a collection of new open spaces like court yards and shared street and key Downtown businesses.

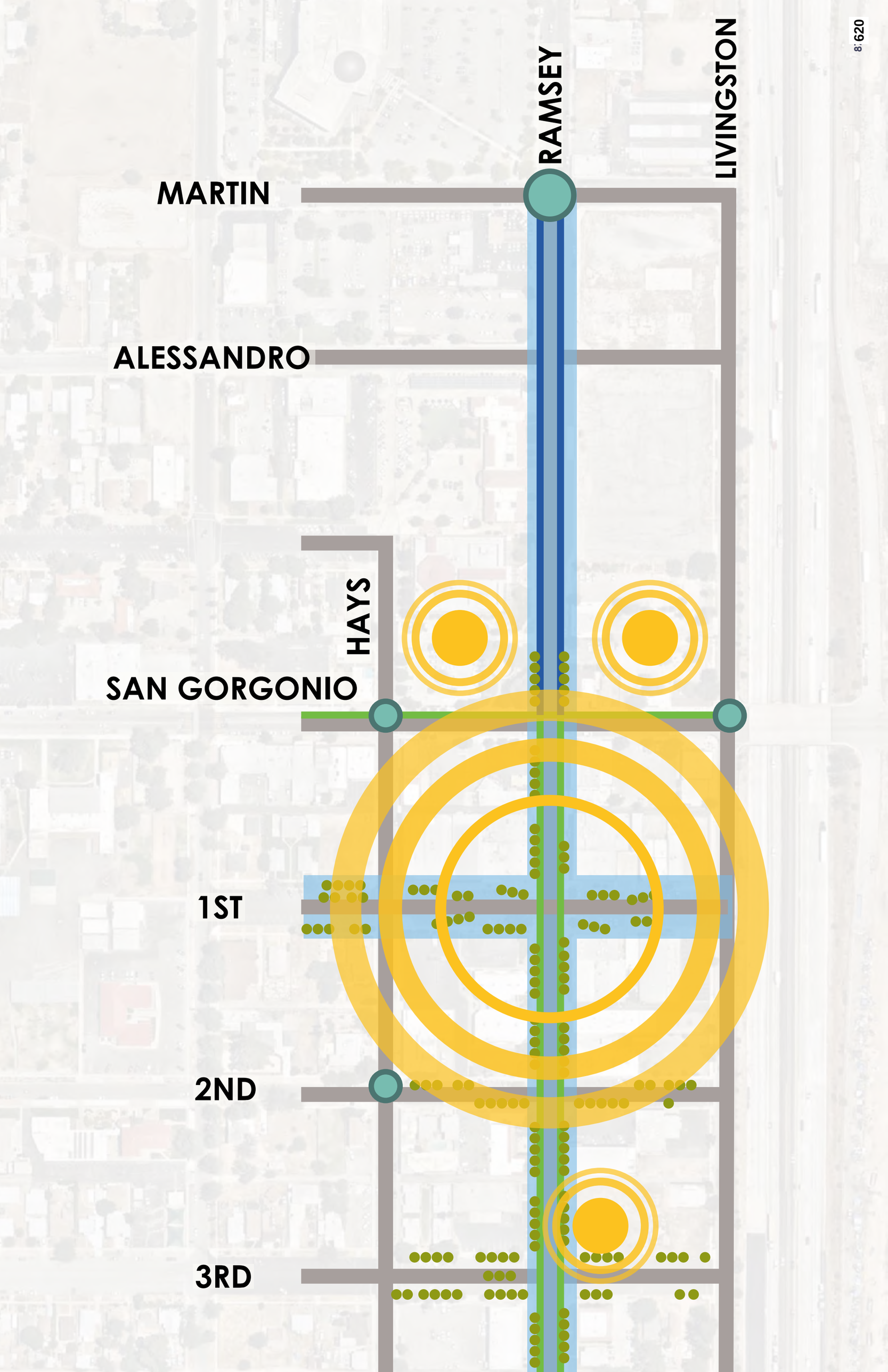
Applied

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.

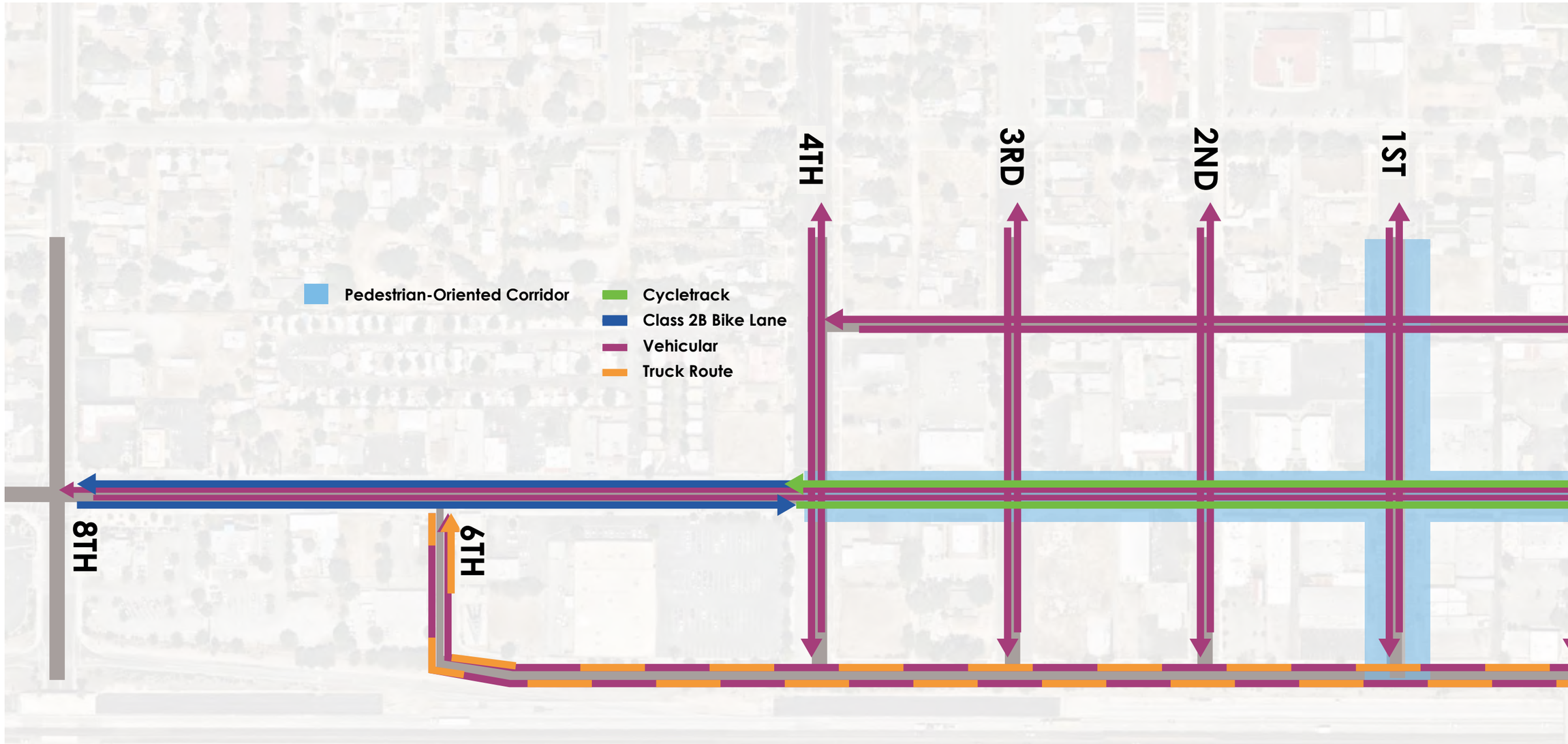
Open Space: 1st Street is a slow, shared street that connects across Ramsey Street. Complimented by controlled alleys and courtyards that connect to new development and park spaces.




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















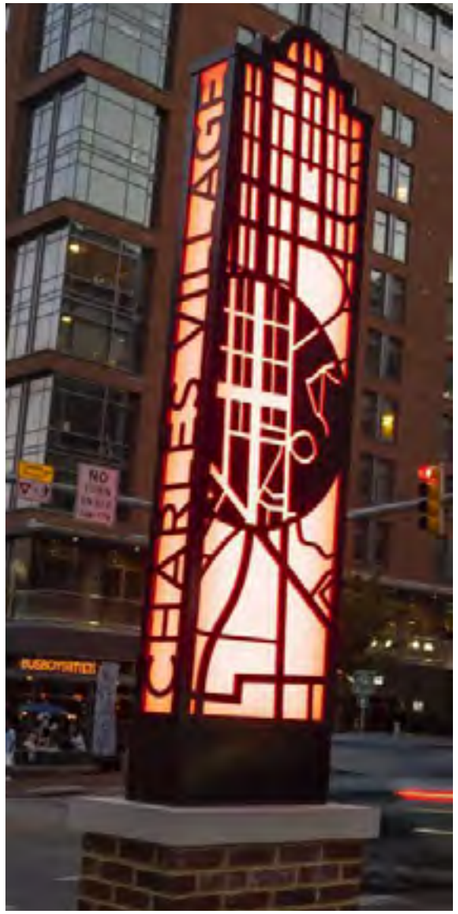







WELCO
Weekly Special
Jimmy?




CHARLES






CAMPERO'S

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 Production/Creative Office
- Hotel
- Civic Center
- Residential
- Live-Work
- Multi-family Residential
- Parks/Open Space/Ped Connection
- Parking Structures
- Permeable Paver Surface Parking



3RD

2ND

1ST

SAN GORGONIO

HAYS

ALESSANDRO

MARTIN

RAMSEY

LIVINGSTON

626

0 50 100

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

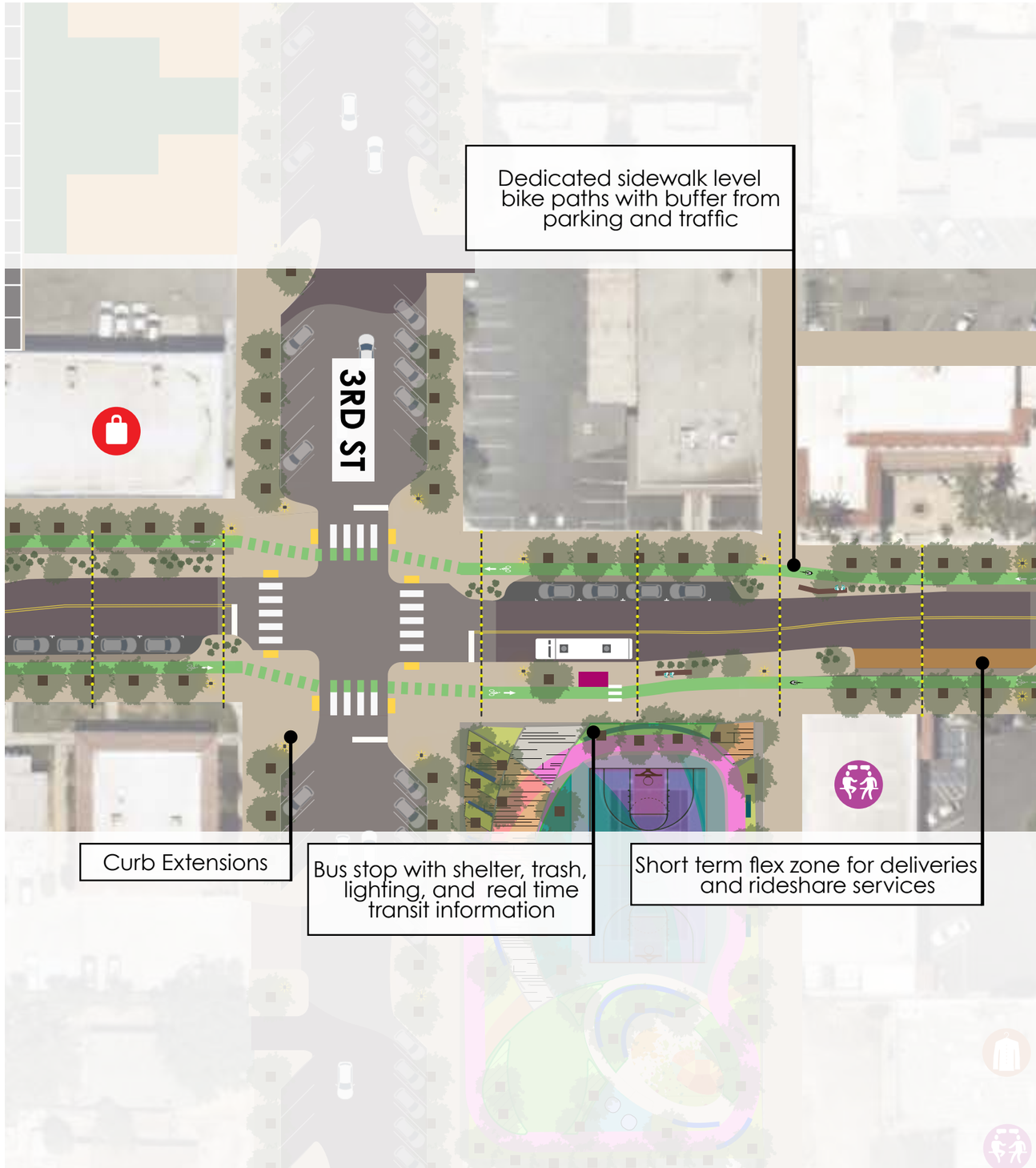
2

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 Producitor/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



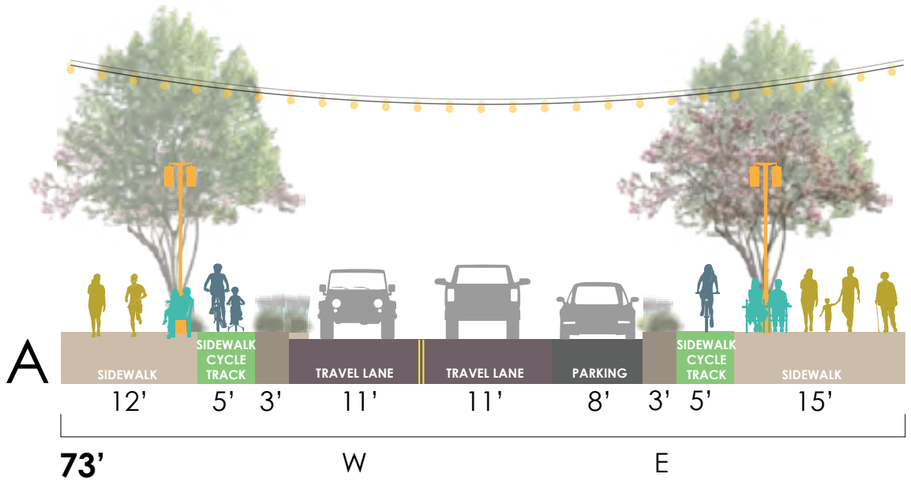




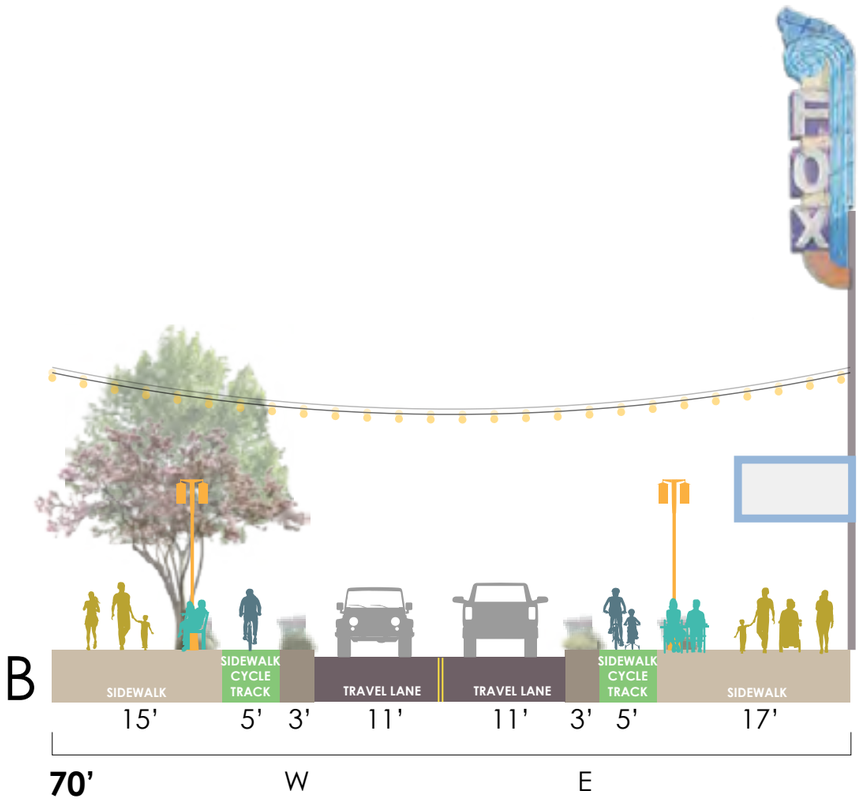




Precedent images for Ramsey Downtown core



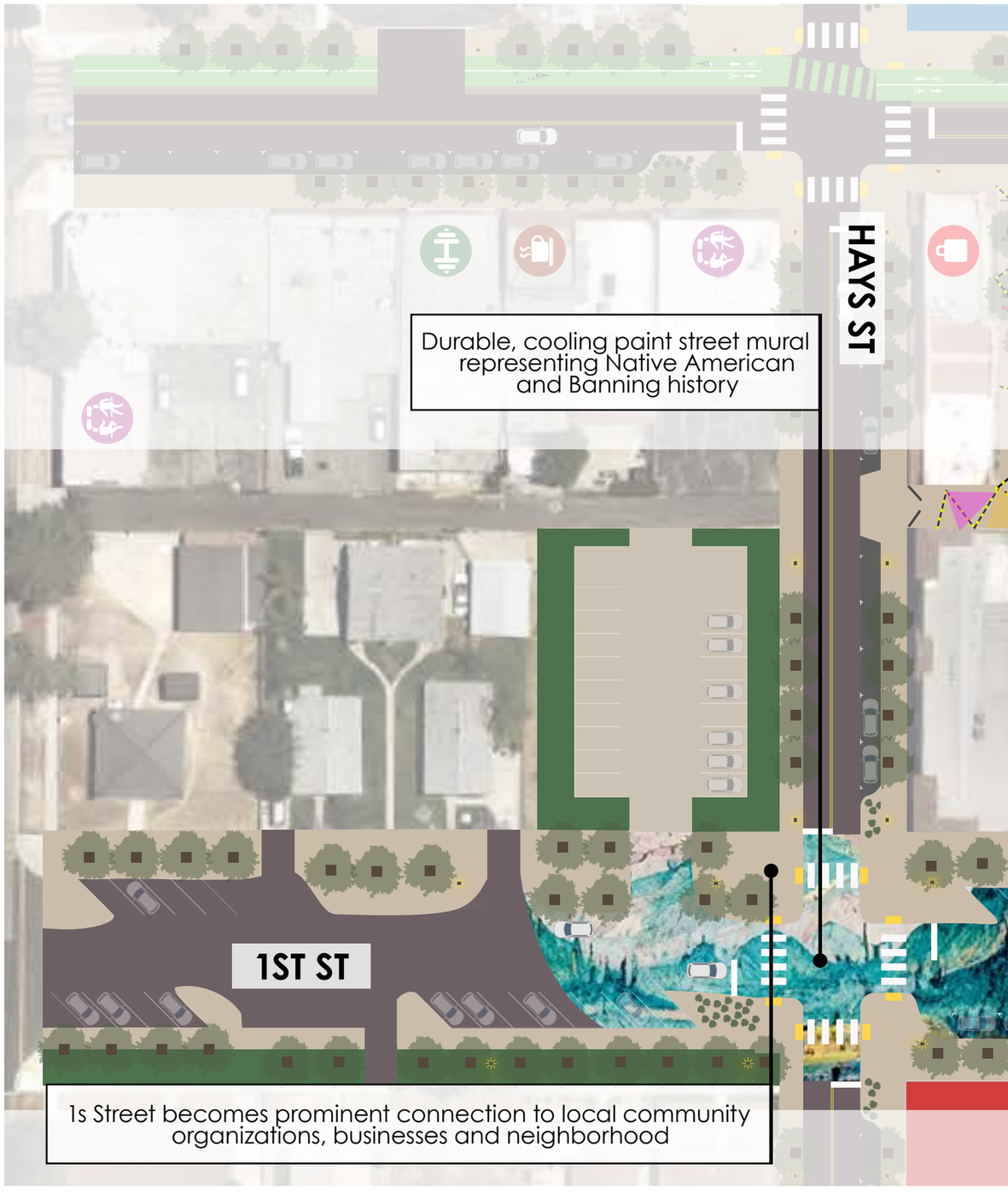
Ramsey Street complete street with chicane travel lanes, parking, raised cycle tracks, and wide sidewalks



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.

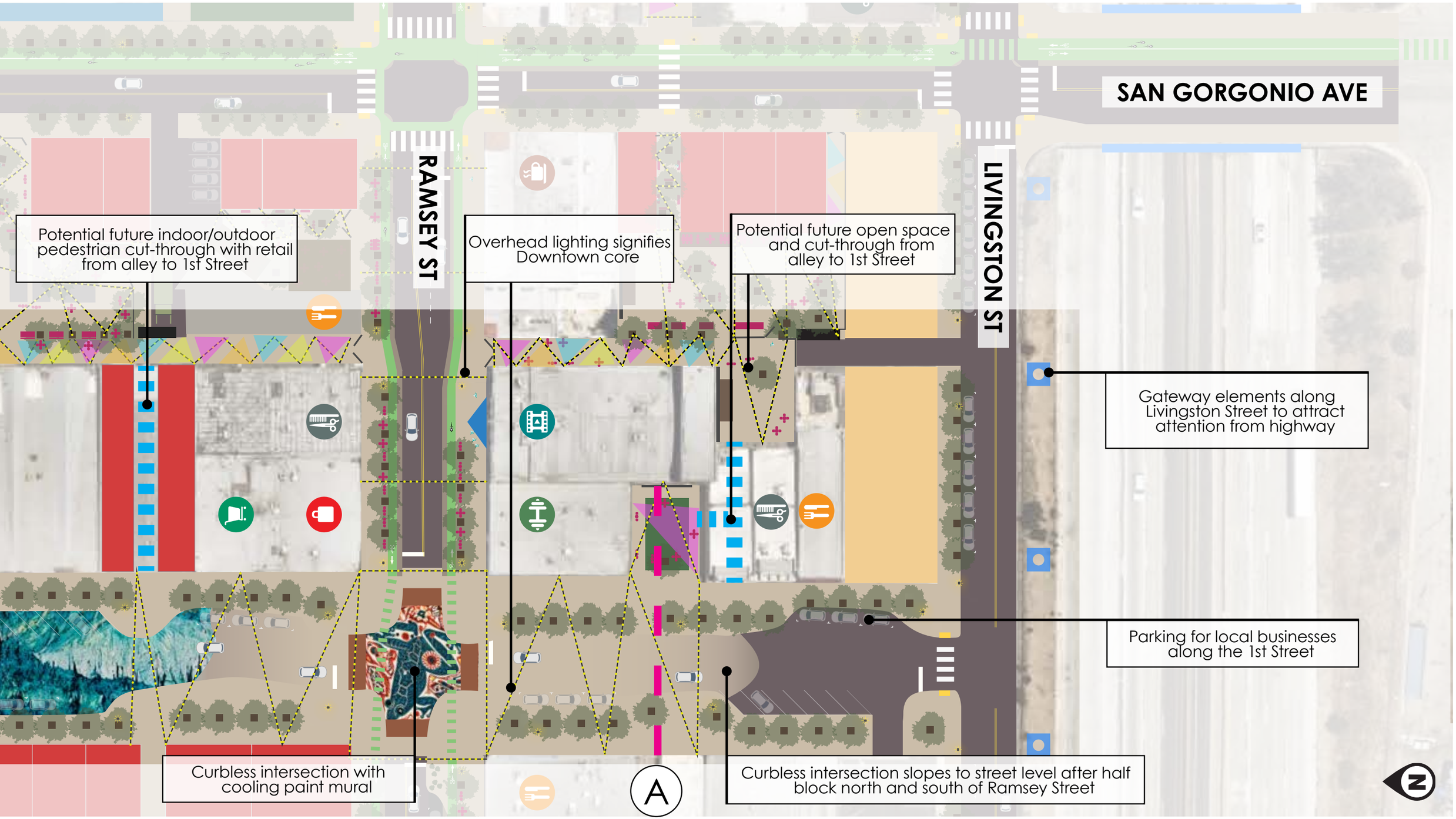


LEGEND

Mobility and Signage
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- Live-Work
- Multi-family Residential
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- 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











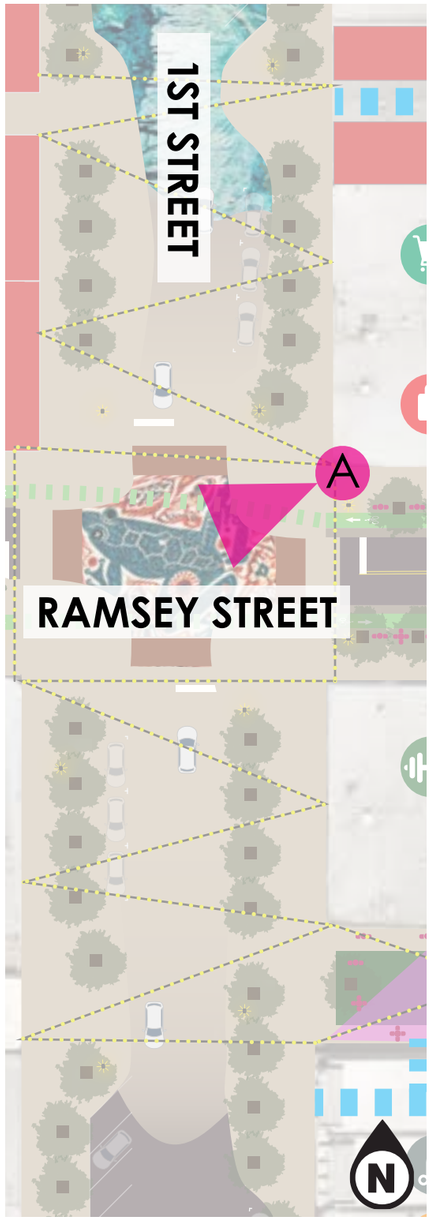




Precedent images for shared, slow, pedestrian oriented 1st street



Existing 1st Street and Ramsey Street





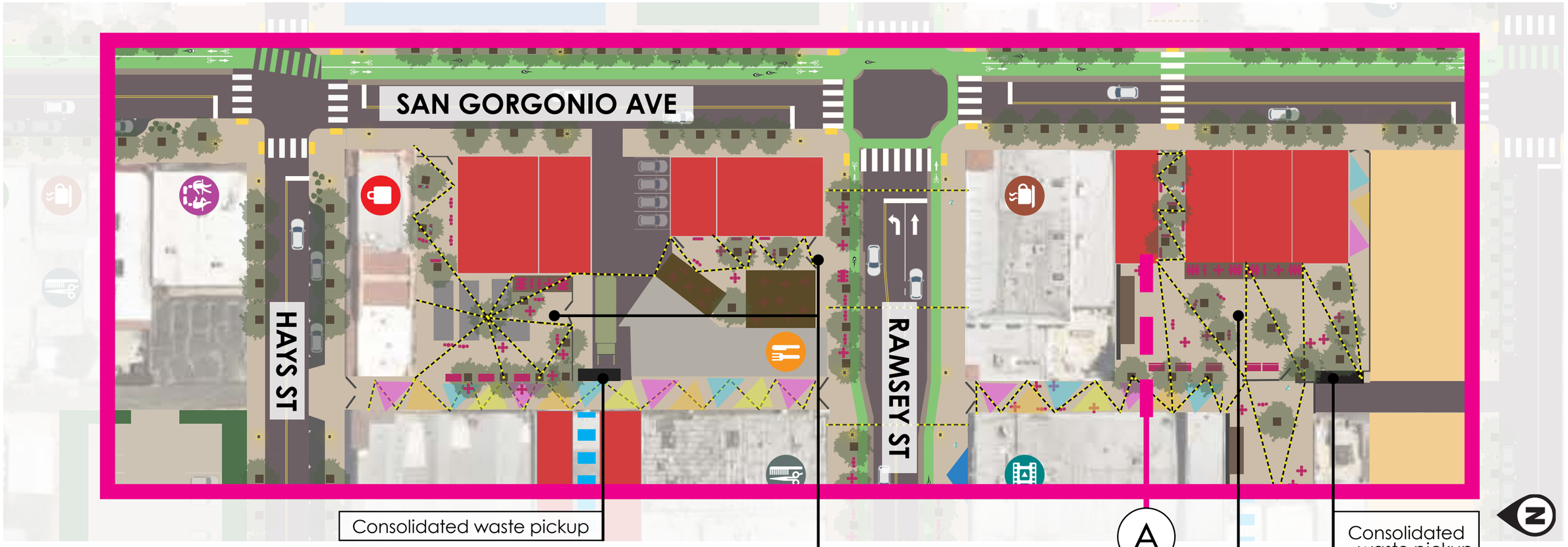
A

Photo simulation of Slow-Shared 1st Street and Ramsey Street with chicane travel lanes and sidewalk level bike lanes

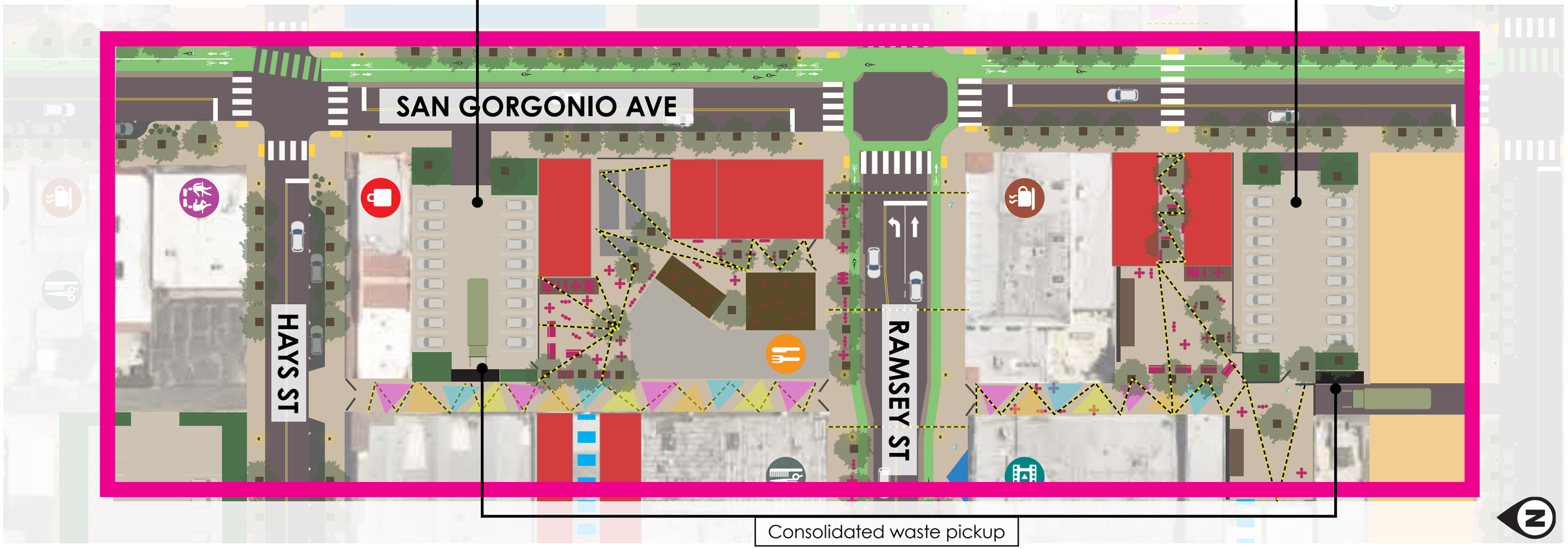
Alleys and Courtyards

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



Alternative with permeable surface parking lots that could be filled with courtyards and commercial development















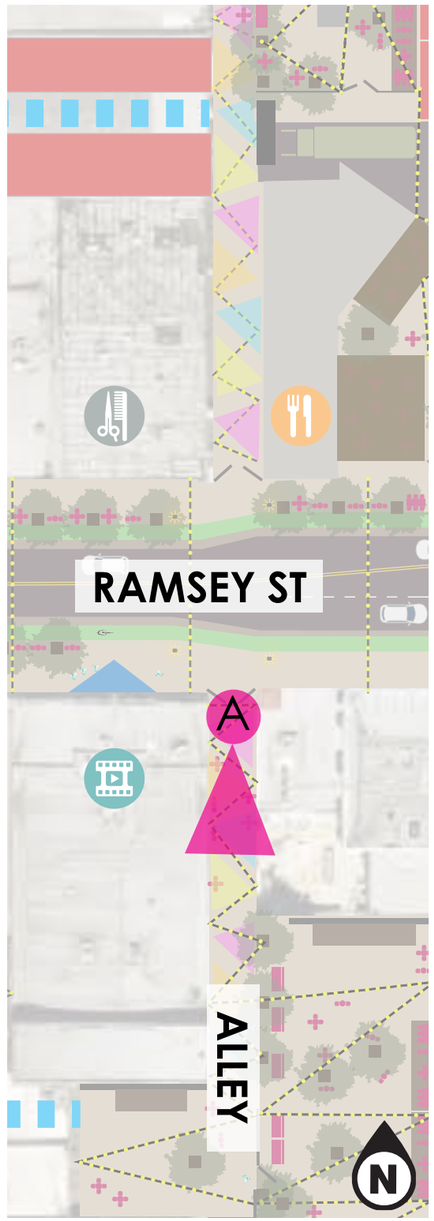
Precedent images for alleys and courtyards



Section for Alley/Courtyard next to Fox Theater



Existing Alley next to Fox Theater



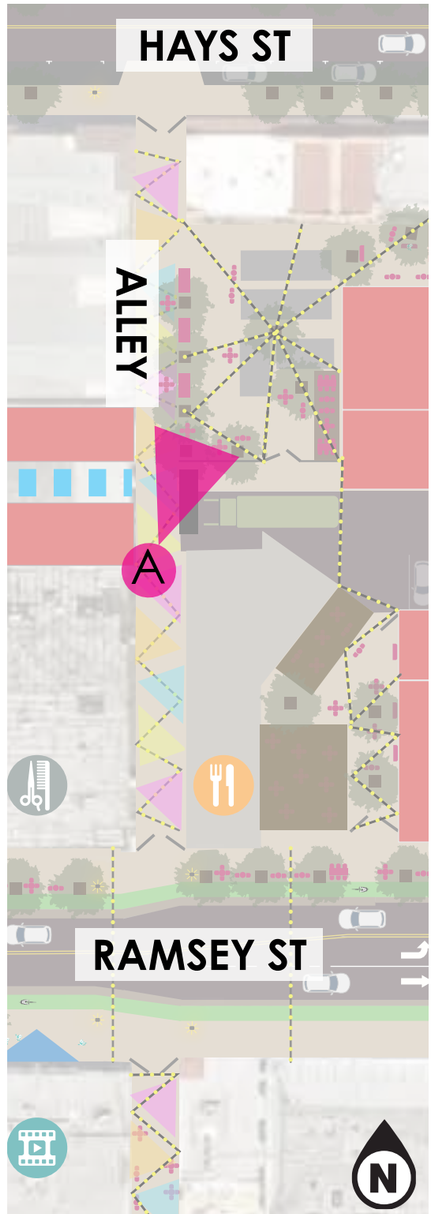
A



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



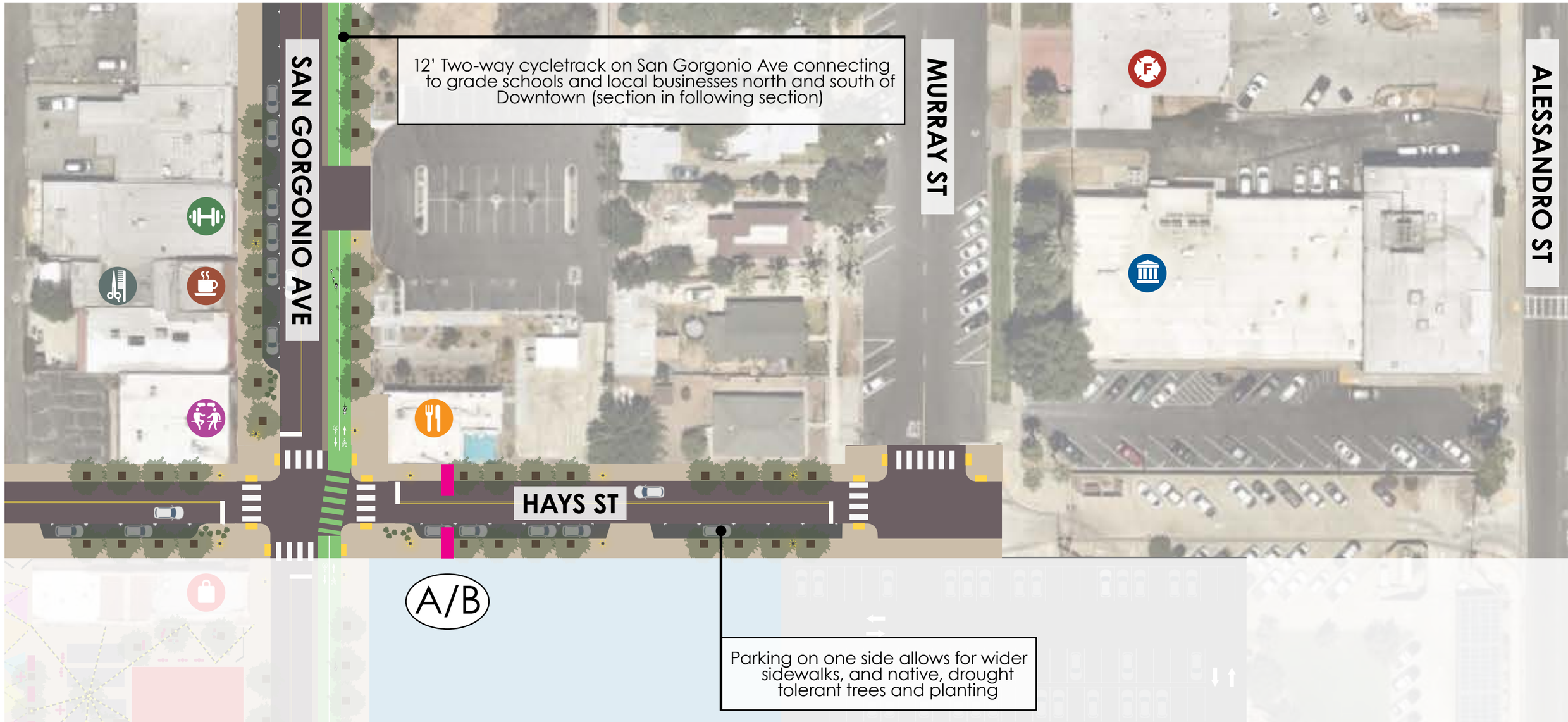


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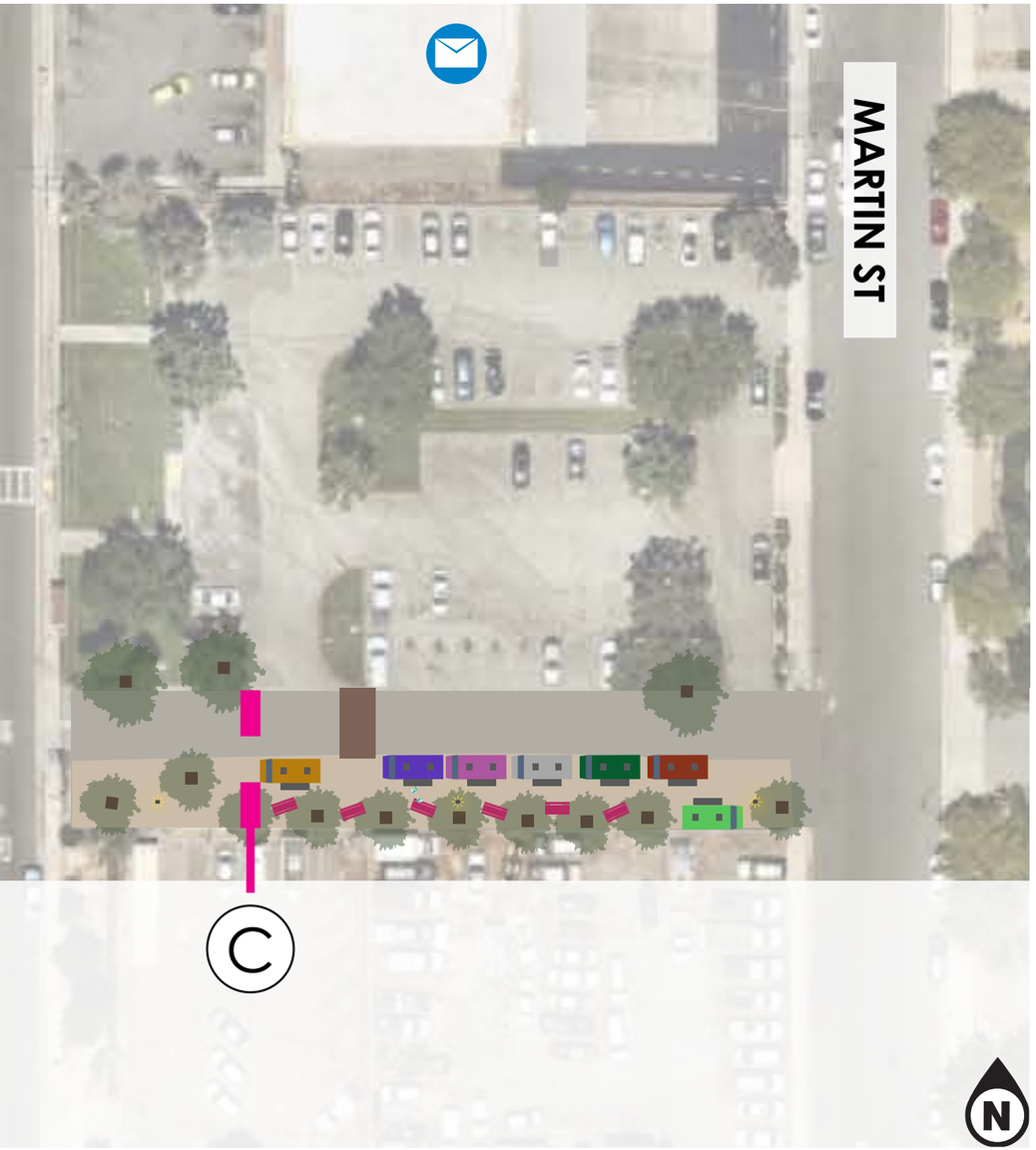
Photo simulation of Alley and Courtyard north of Ramsey Street next to Dulceria

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

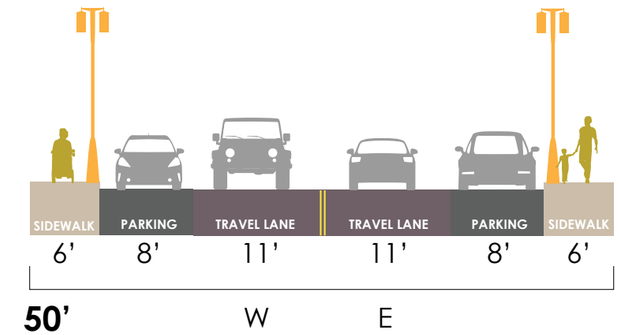
Mobility and Signage

- 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

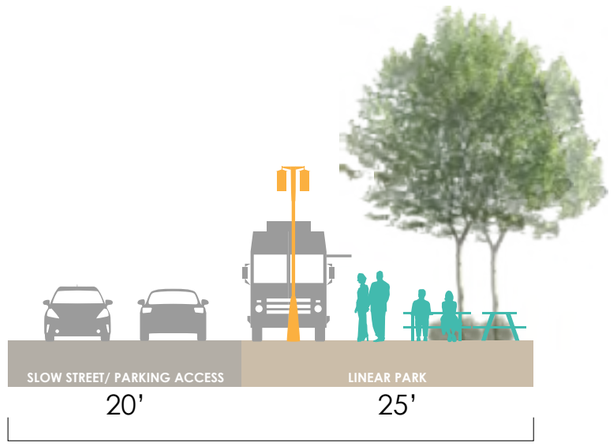


B



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:**

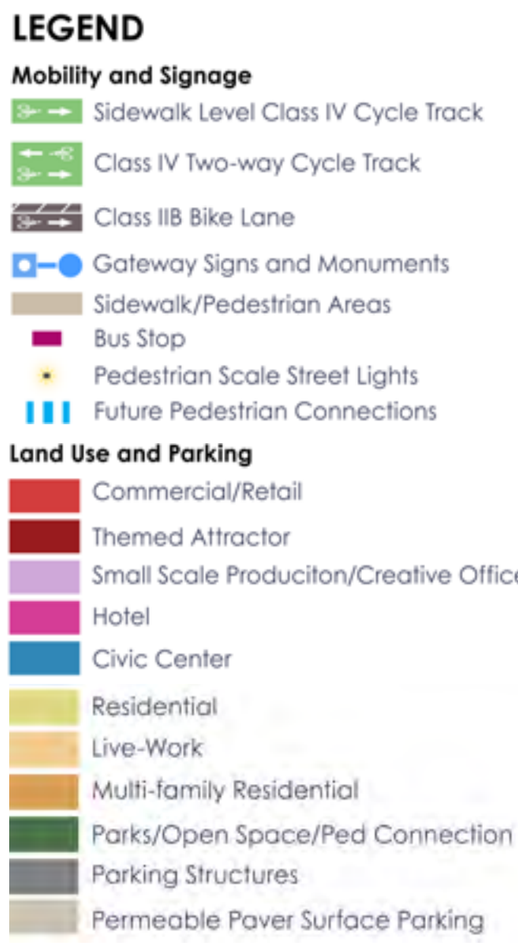
New City Hall expansion building, located facing Ramsey Street.

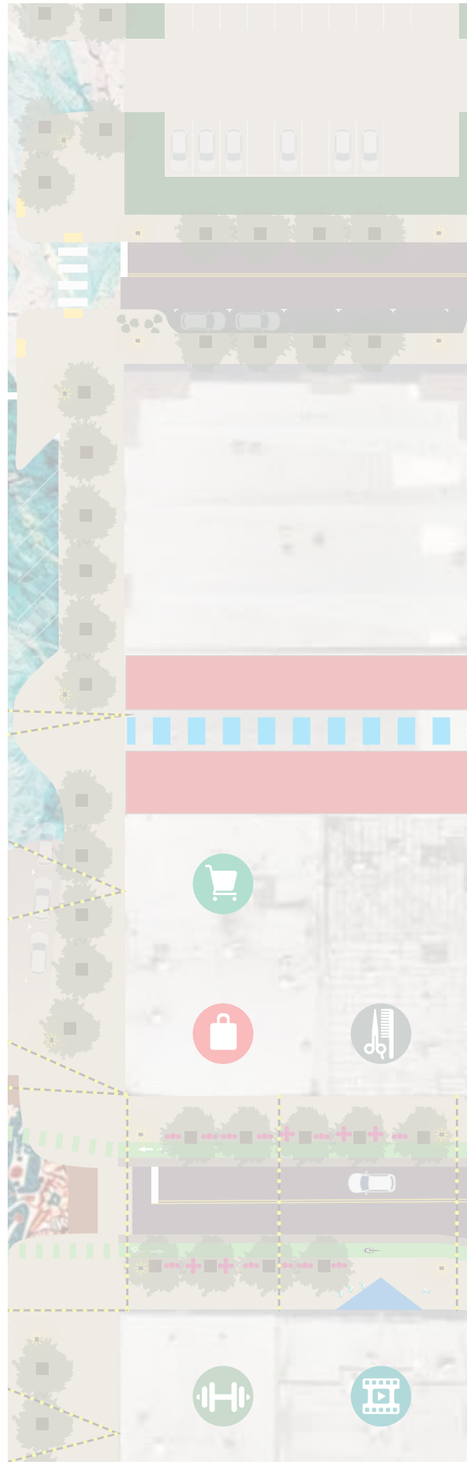
- **New Civic Area: 18,920 SF**

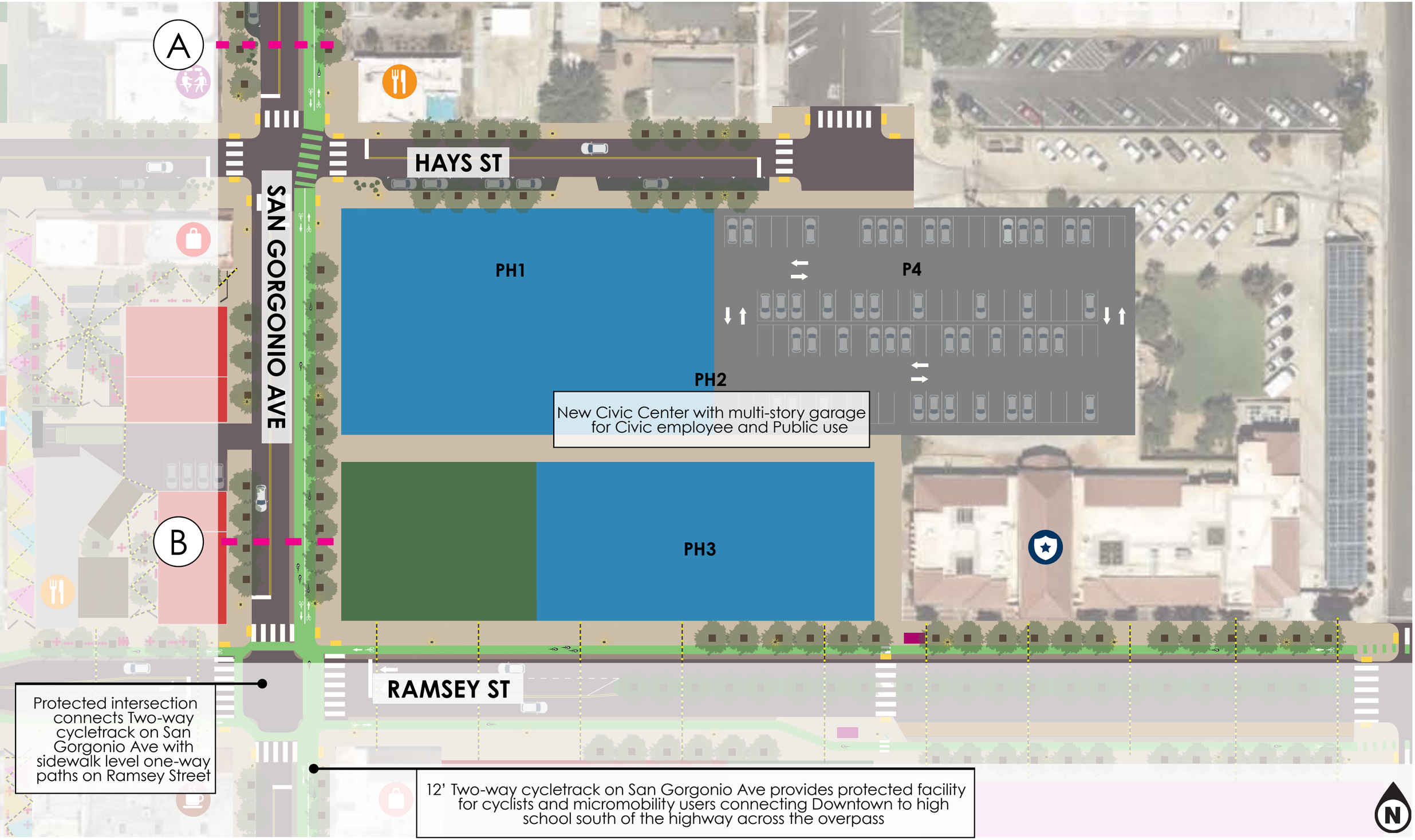
P4 **Phase 4:**

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**

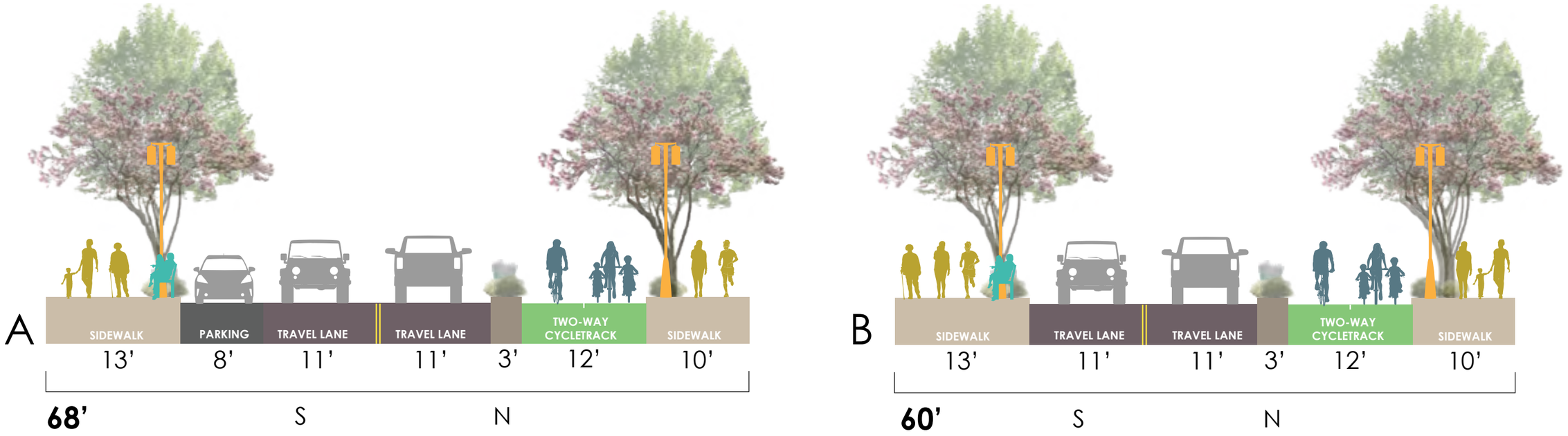






Plan view of Civic Center expansion and San Gorgonio Ave Complete Street enhancements

San Gorgonio Ave



Sections for San Gorgonio Ave with 12' two-way cycletrack. North of Ramsey Street has parking on west side









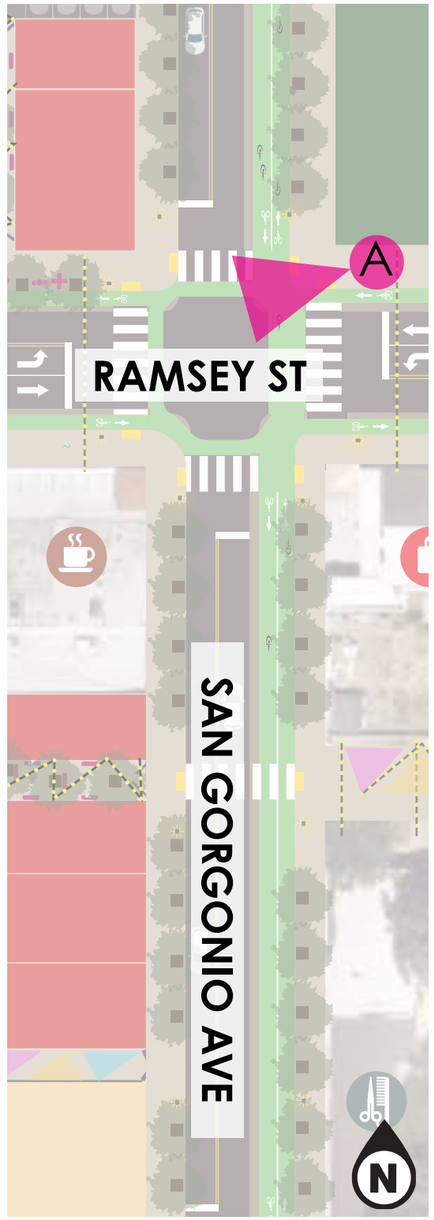




Precedent images for Civic Center expansion and San Gorgonio Ave complete street enhancements



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:

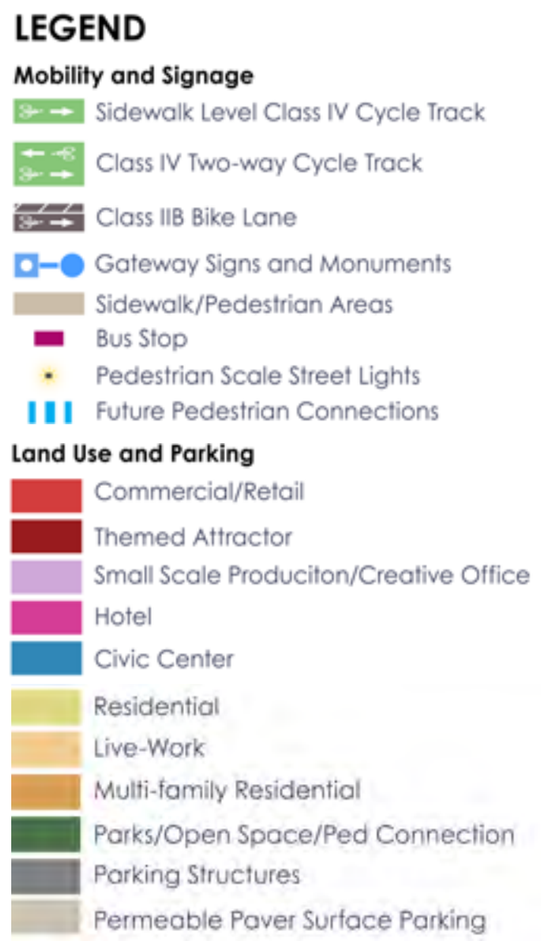
- Parking Area: 14,375 SF
- **Total Parking Spaces: 48**

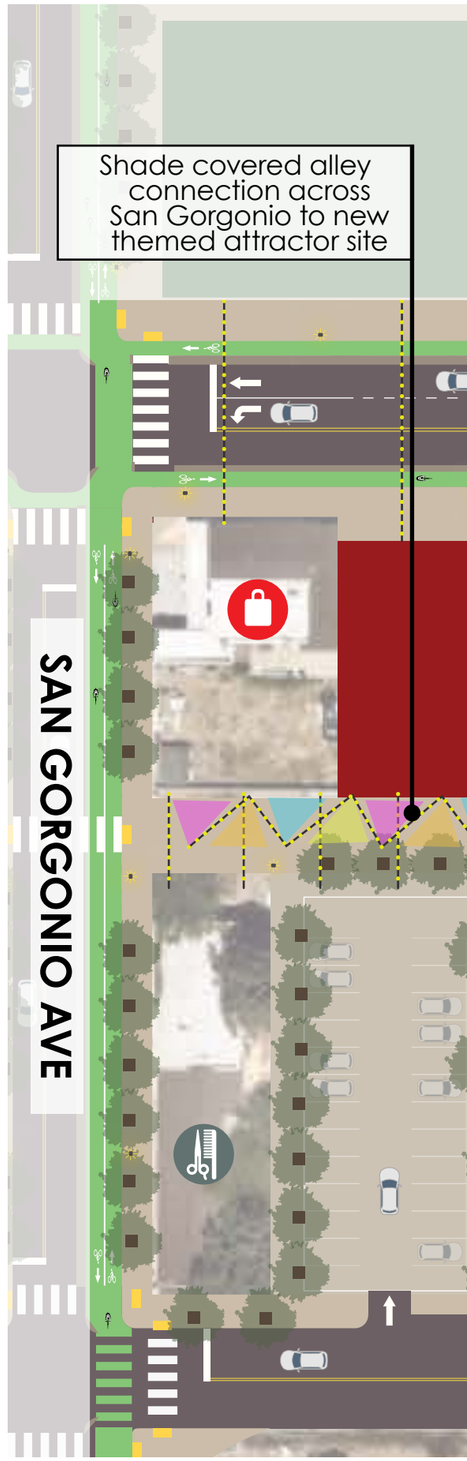
C1 In-fill Commercial:

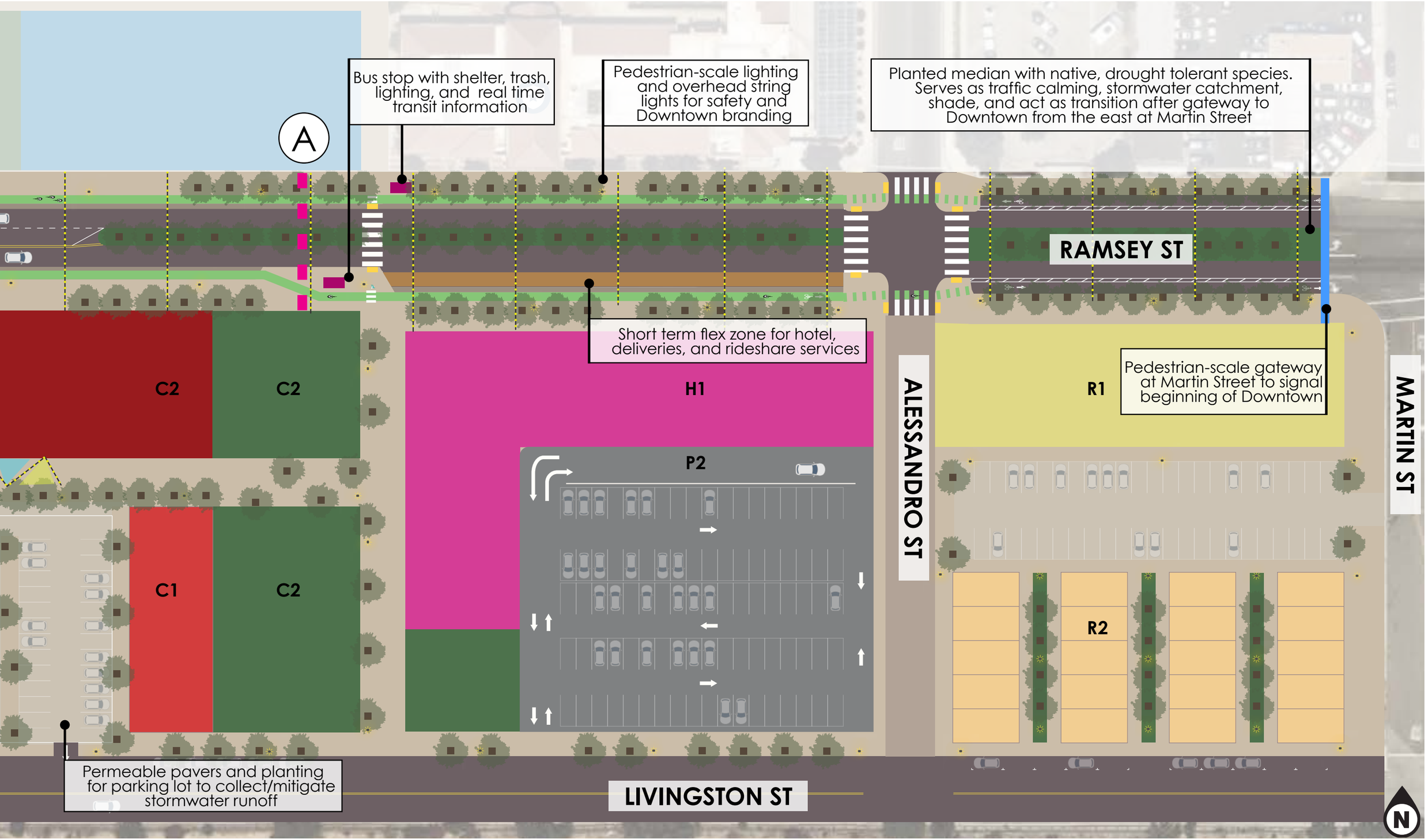
- **Retail Area: 6,476 SF**

C2 Themed Attractor/Park:

- **Retail Area: 15,404 SF**
- **Park Area: 17,934 SF**

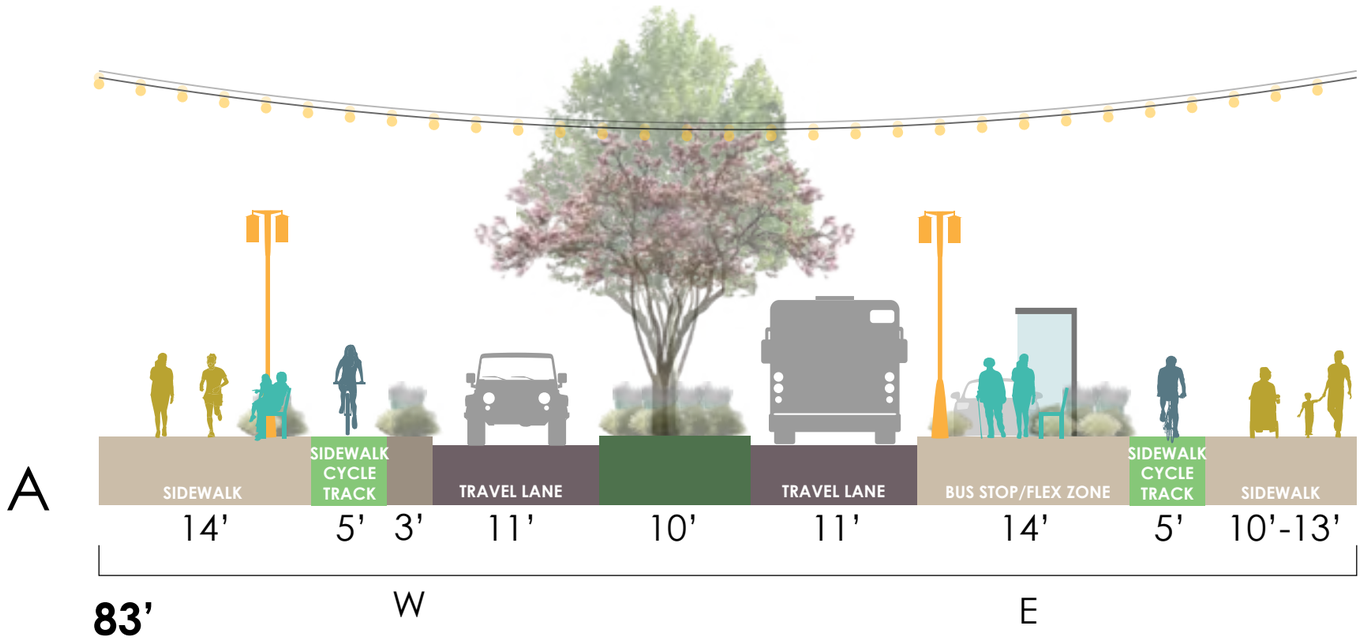






Plan view of East Ramsey Street along South East Lot with hotel/parking garage, themed attractor, open spaces, and housing in the form of apartments and live-work studios

East Ramsey Street



Section of east Ramsey Street with planted median and bus stop

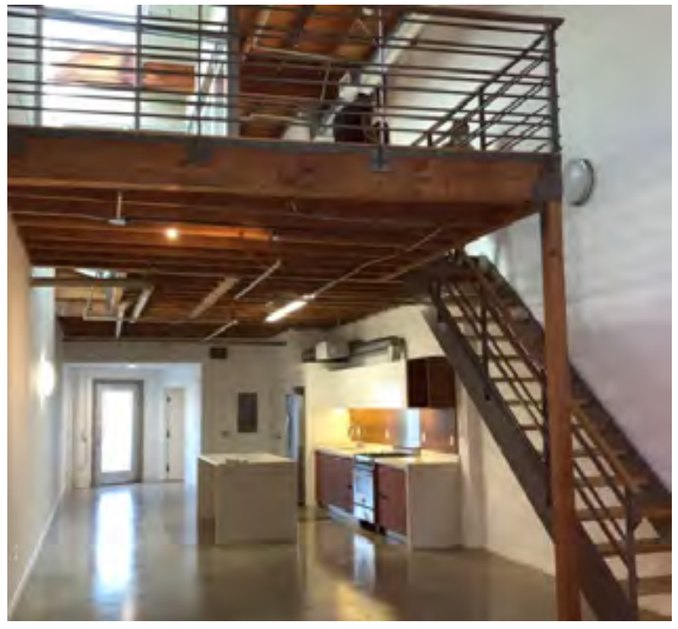








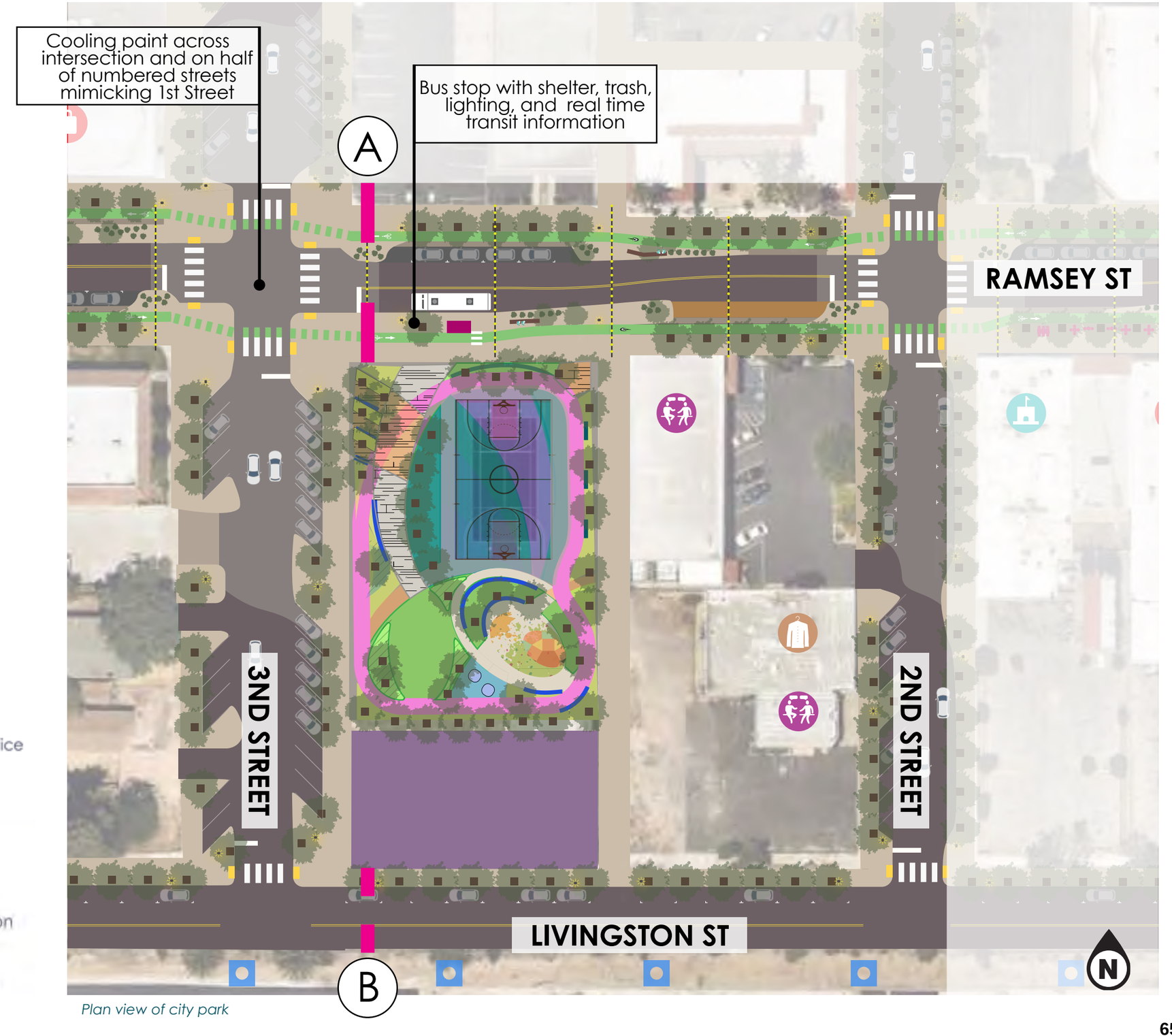




Precedent images for east Ramsey Street and South East Lot

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

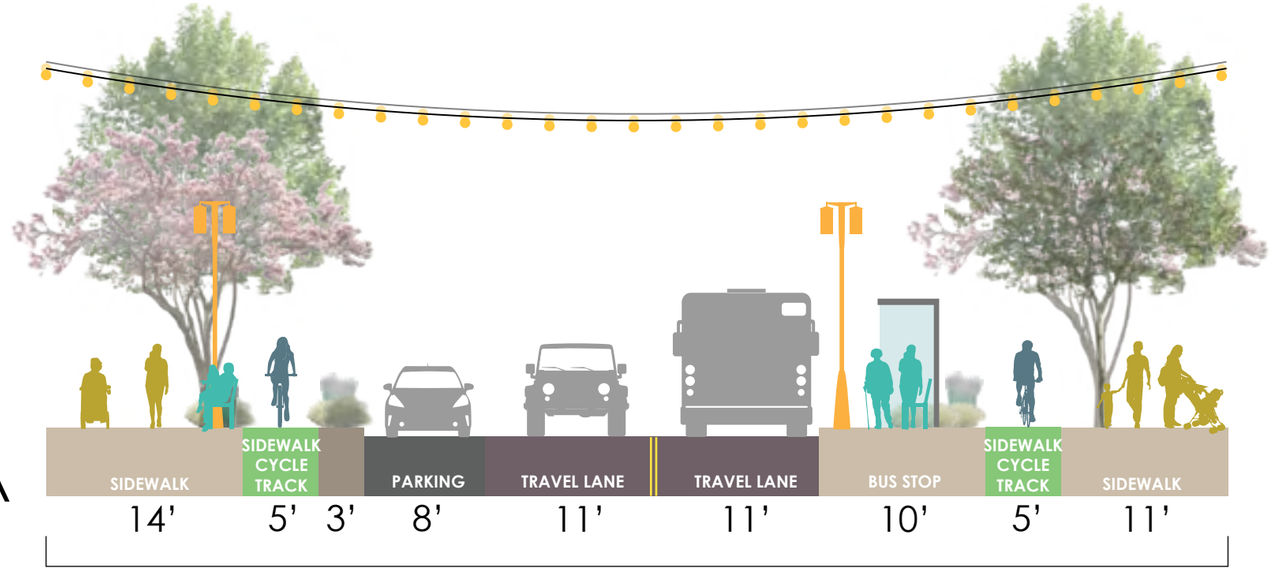
- Sidewalk Level Class IV Cycle Track
- Class IV Two-way Cycle Track
- Class IIB Bike Lane
- Gateway Signs and Monuments
- Sidewalk/Pedestrian Areas
- Bus Stop
- Pedestrian Scale Street Lights
- Future Pedestrian Connections

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

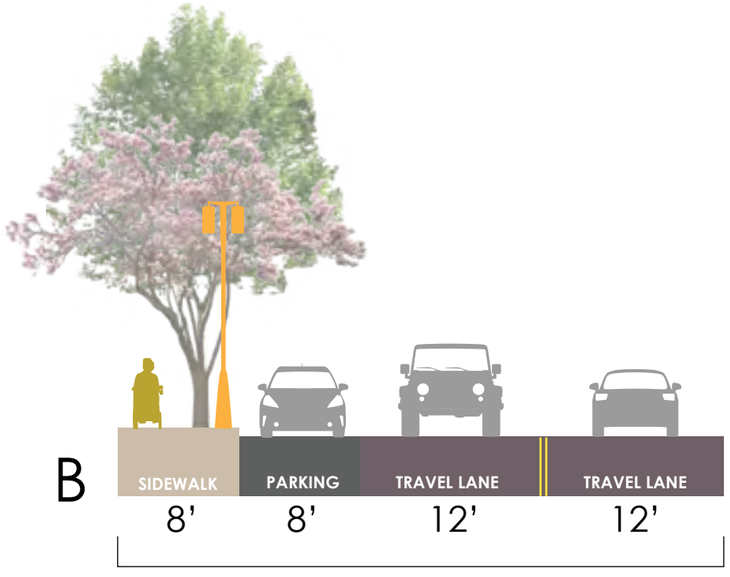
A



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

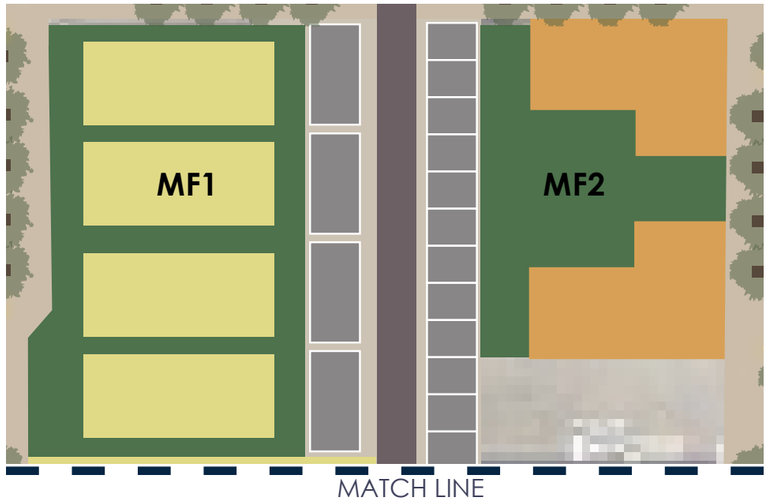
MF2 Multi-family Residential #2:
- Area: 9,742 SF
- Units Per Floor: 10
- Floors: 2
- **Total Residential Units: 20**
- Parking: Garages on Site

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**

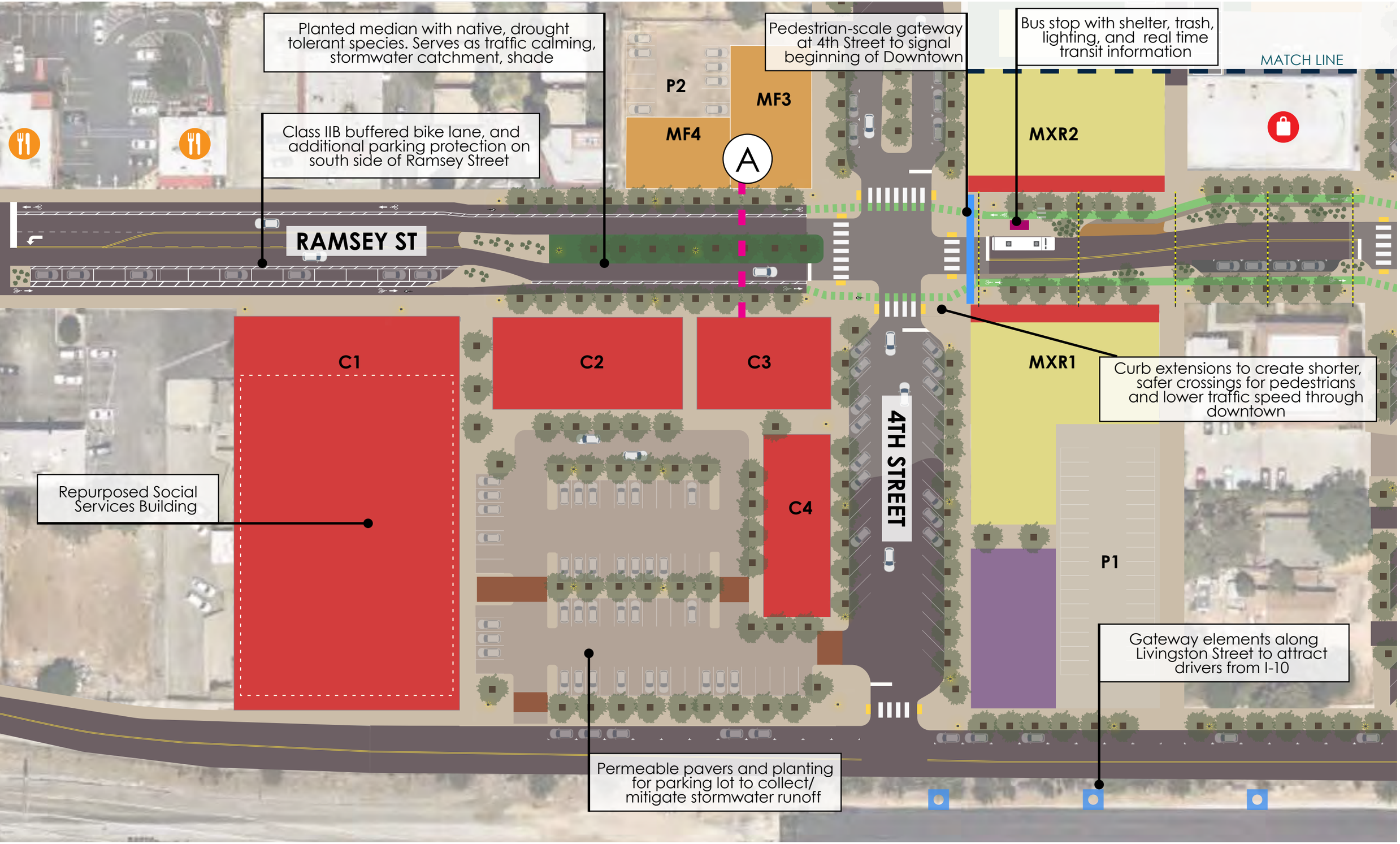


LEGEND

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
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- 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





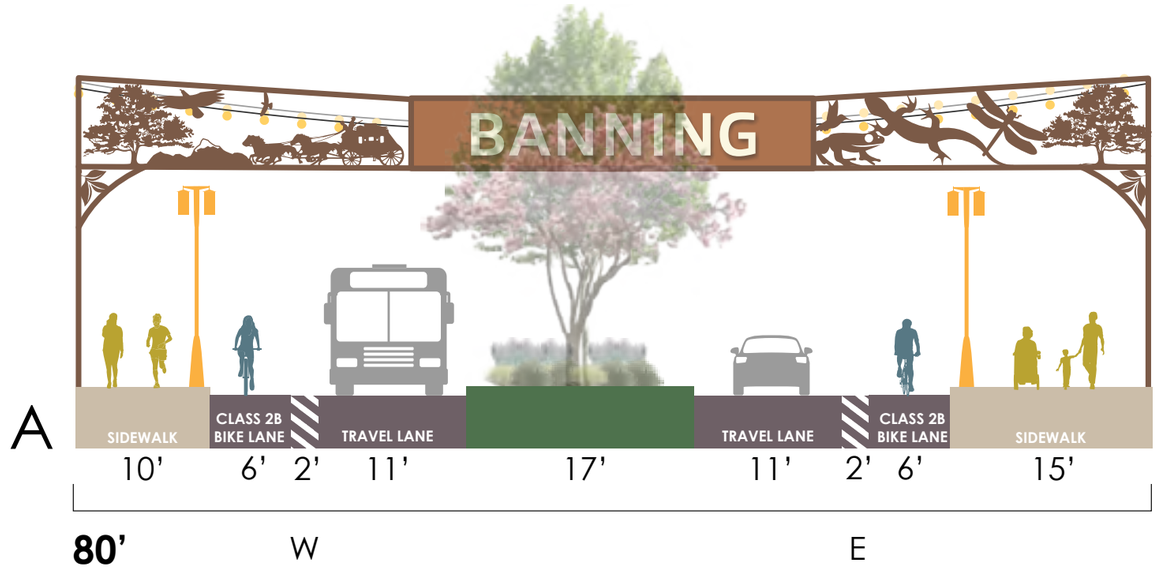




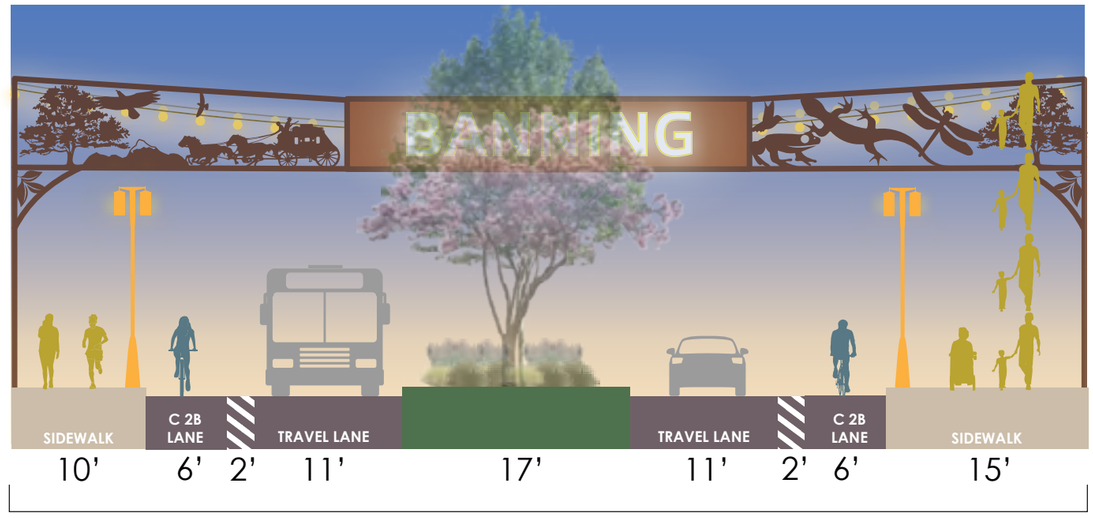




Precedent images for neighborhood shopping area and 4th Street gateway



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

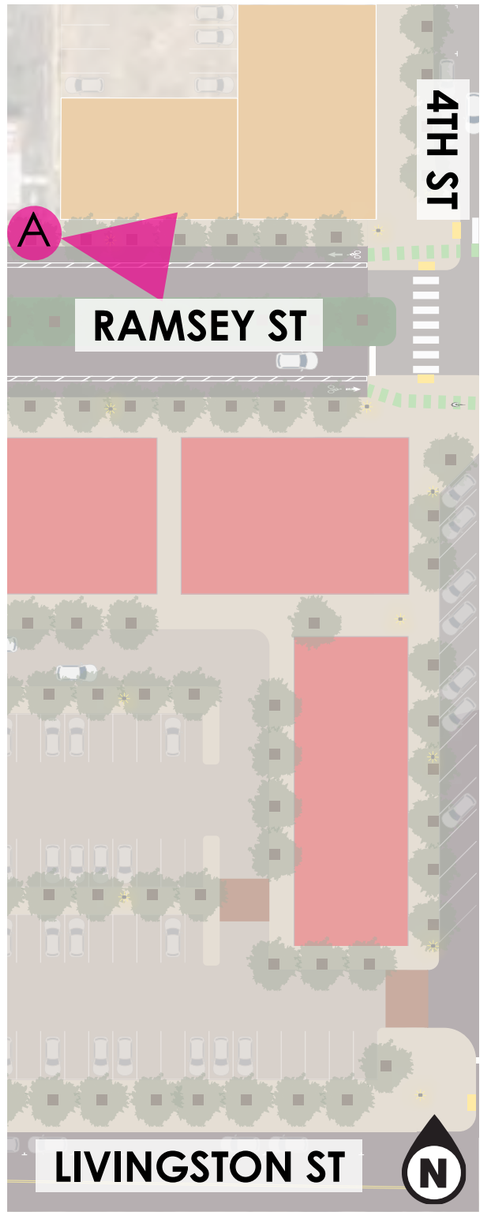




Photo simulation of Ramsey Street showing 4th Street gateway and planted median

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

	PROJECT	STATE											
		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								■				
A	Parking signage												
A	Shared 1st Street			■	■	■	■		■				■
A	Controlled alleys	■	■	■	■		■	■		■	■		■
A	Lighting across Ramsey and 1st St		■		■								
A	Wayfinding		■										
A	Bus stop improvements		■		■	■				■	■	■	
B	Courtyards	■	■	■	■		■		■				■
B	Gateways						■						
B	3rd Street park		■						■				
B	Post Office linear park		■	■	■		■		■				■
C	Ramsey Complete Street- Martin St to 8th St	■	■	■	■	■	■			■	■	■	■
C	San Gorgonio Ave two-way cycletrack	■	■	■	■	■	■			■	■	■	■
C	San Gorgonio Protected Intersection	■	■	■	■	■	■			■	■	■	■
C	Numbered/secondary street improvements (1st, 2nd, 3rd, 4th, Hays, Livingston/6th)	■	■			■	■			■	■		
C	Indoor pedestrian pass-throughs connecting alleys to 1st Street/courtyard expansions.		■				■				■		
C	Livingston-Highway ramp reconfiguration for truck route		■			■							
C	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		■										■	
A	Parking signage			■		■	■	■						
A	Shared 1st Street	■				■	■	■			■		■	■
A	Controlled alleys			■	■		■			■				
A	Lighting across Ramsey and 1st St			■	■		■							
A	Wayfinding	■		■			■					■		
A	Bus stop improvements	■		■		■	■	■	■		■			■
B	Courtyards			■	■		■							
B	Gateways						■							
B	3rd Street park				■		■							
B	Post Office linear park						■							
C	Ramsey Complete Street- Martin St to 8th St	■		■		■	■	■	■		■	■	■	■
C	San Gorgonio Ave two-way cycletrack	■				■	■	■	■	■	■	■	■	■
C	San Gorgonio Protected Intersection	■				■	■	■	■		■	■	■	■
C	Numbered/secondary street improvements (1st, 2nd, 3rd, 4th, Hays, Livingston/6th)	■		■		■	■							
C	Indoor pedestrian pass-throughs connecting alleys to 1st Street/courtyard expansions.						■							
C	Livingston-Highway ramp reconfiguration for truck route	■				■		■	■	■	■	■	■	■
C	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**

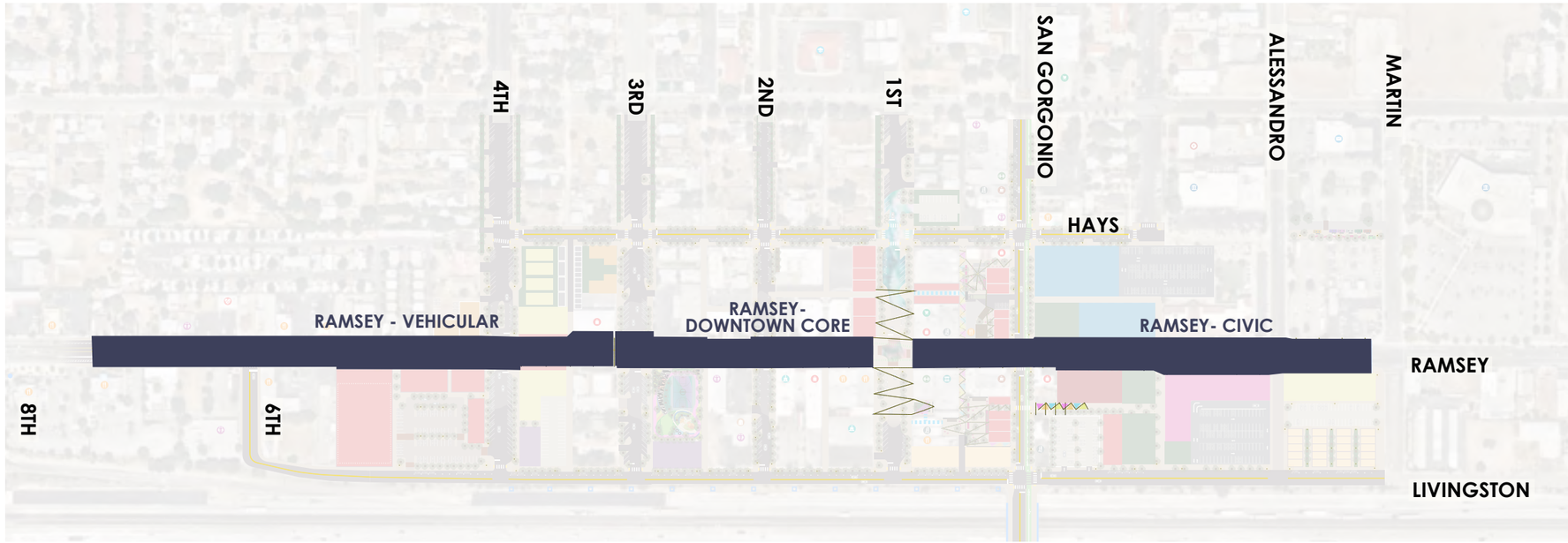
LIGHTING + PEDESTRIAN AMENITIES

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



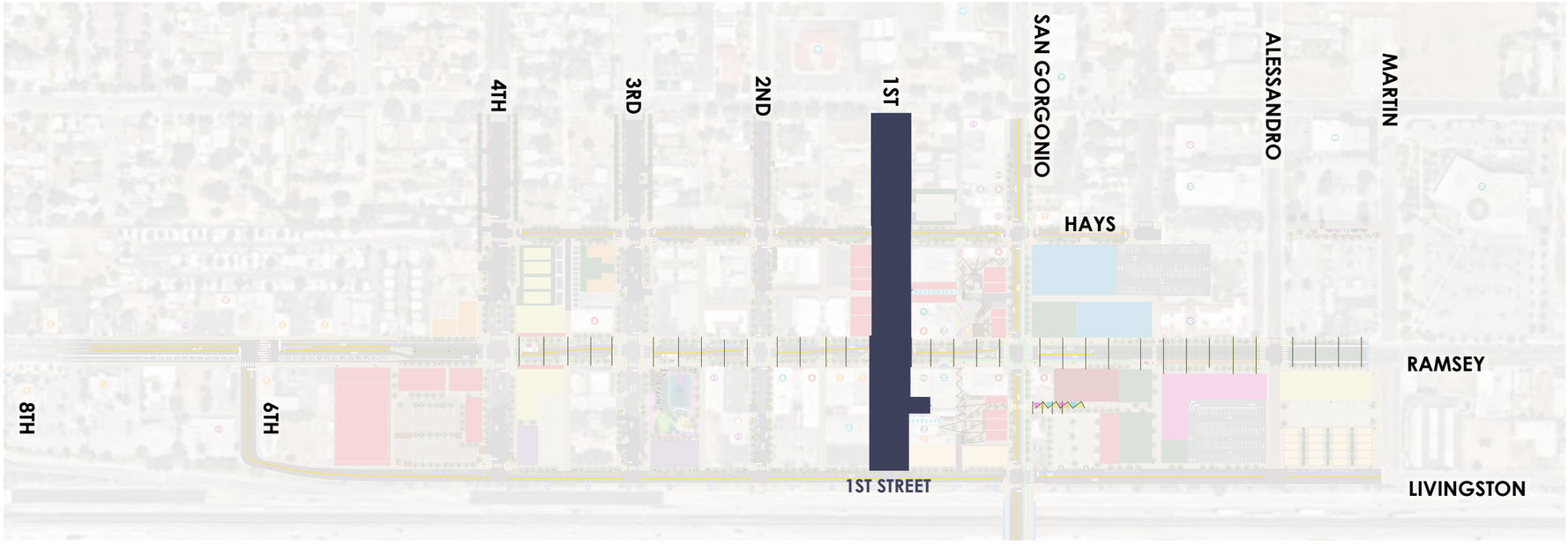
Ramsey - ALL PROJECTS COMBINED	
LANDSCAPE + STORMWATER	$2,460,000
ROADWAY + PAVING	$6,080,000
LIGHTING + PEDESTRIAN AMENITIES	$680,000
SOFT COSTS	$1,200,000
CONSTRUCTION TOTAL COST	**$10,420,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$11,980,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (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**

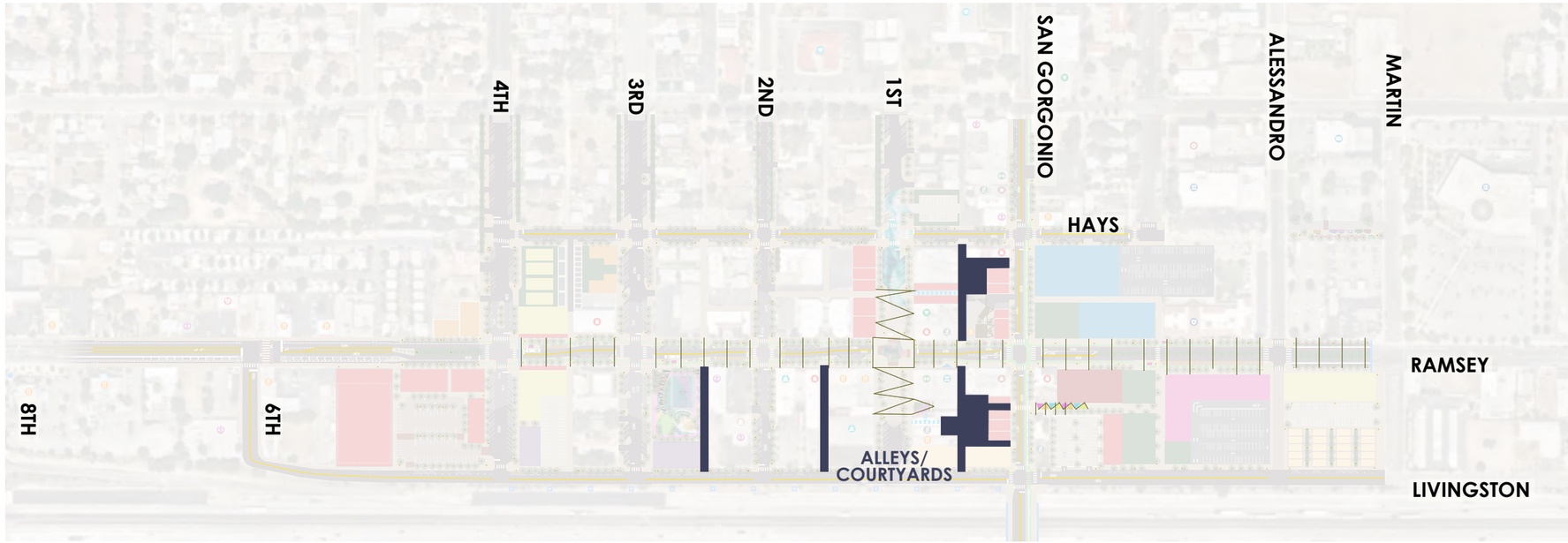
Ramsey - Civic Project	
LANDSCAPE + STORMWATER	$800,000
ROADWAY + PAVING	$1,870,000
LIGHTING + PEDESTRIAN AMENITIES	$260,000
SOFT COSTS	$380,000
CONSTRUCTION TOTAL COST	**$3,310,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$3,810,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$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



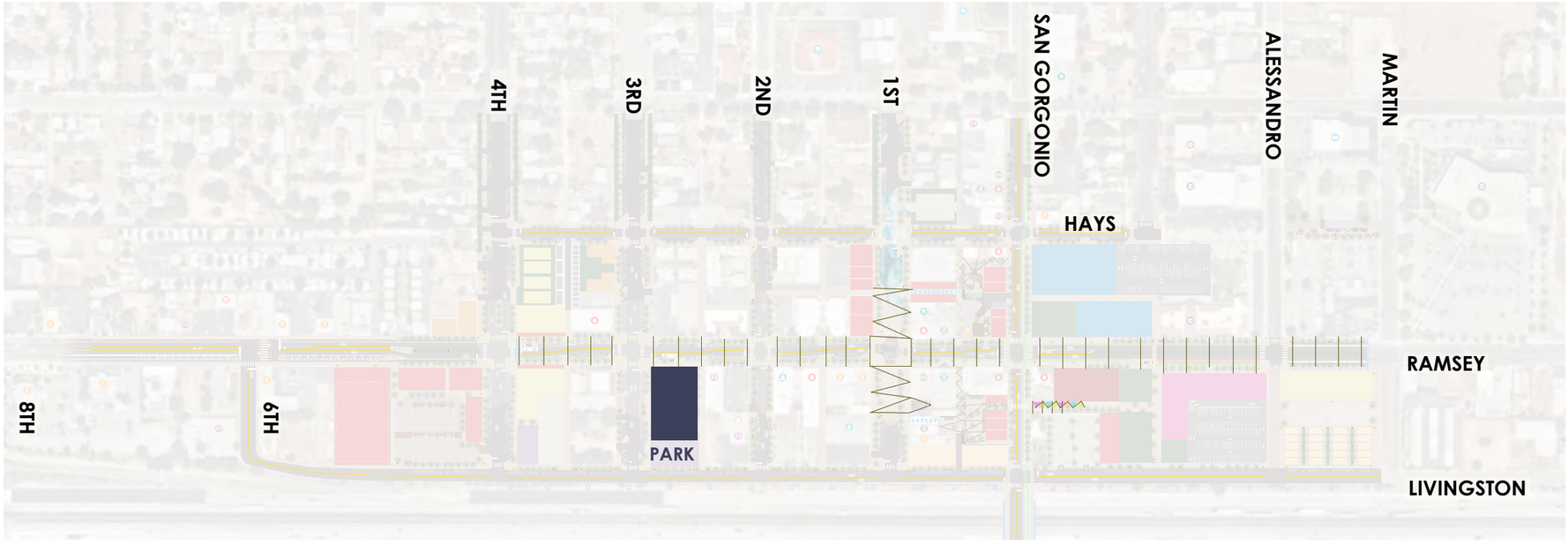
1st Street Project	
LANDSCAPE + STORMWATER	$1,410,000
ROADWAY + PAVING	$3,010,000
LIGHTING + PEDESTRIAN AMENITIES	$340,000
SOFT COSTS	$40,000
CONSTRUCTION TOTAL COST	**$4,800,000**
TOTAL COST WITH PLANS, SPECIFICATIONS, ESTIMATES	**$5,520,000**
CEQA EXEMPTION DOCUMENTATION	$50,000
CONTINGENCY (30%)	$1,656,000
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

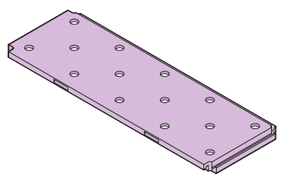


Bike Lane

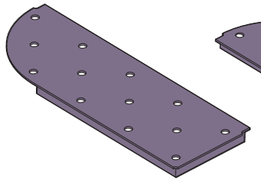


Curb Extension

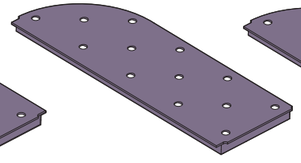
Parts



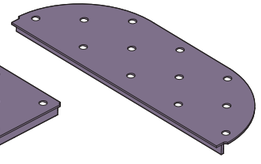
1. Plane



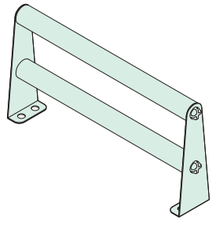
2. End Plane (Parklet, left)



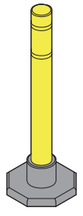
3. End Plane (Parklet, Right)



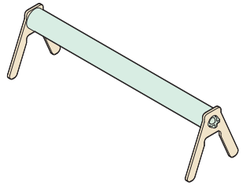
4. Nose Plane (Ped. Island)



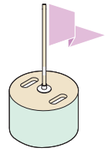
5. Parklet Railing



6. Stanchion



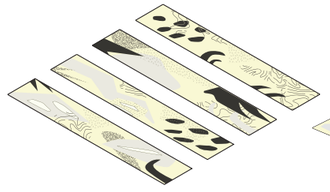
7. Bike Lane Railing



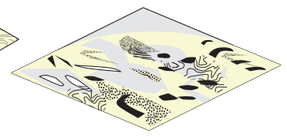
8. Bike Lane Bollard



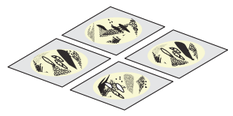
9. Bike Lane Marker



10. Decorative Crosswalk Strips



11. End Mesh (Bulb out)



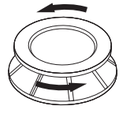
12. Circles (Bulb Out)



13. Shark teeth (Crosswalk)

Diagram of parts and accessories for Go Human kits from SCAG Final Kit of Parts Design Guide

Hardware



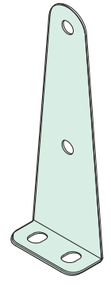
14. Pedestal



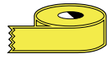
15. Threaded cap



16. Screw



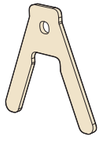
17. Parklet Bracket



18. Tape

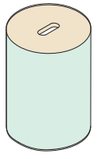


19. Post

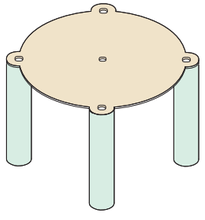


20.Bike Lane Bracket

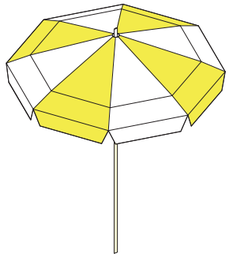
Accessories



21. Bollard



22. Cafe Table



23. Umbrella



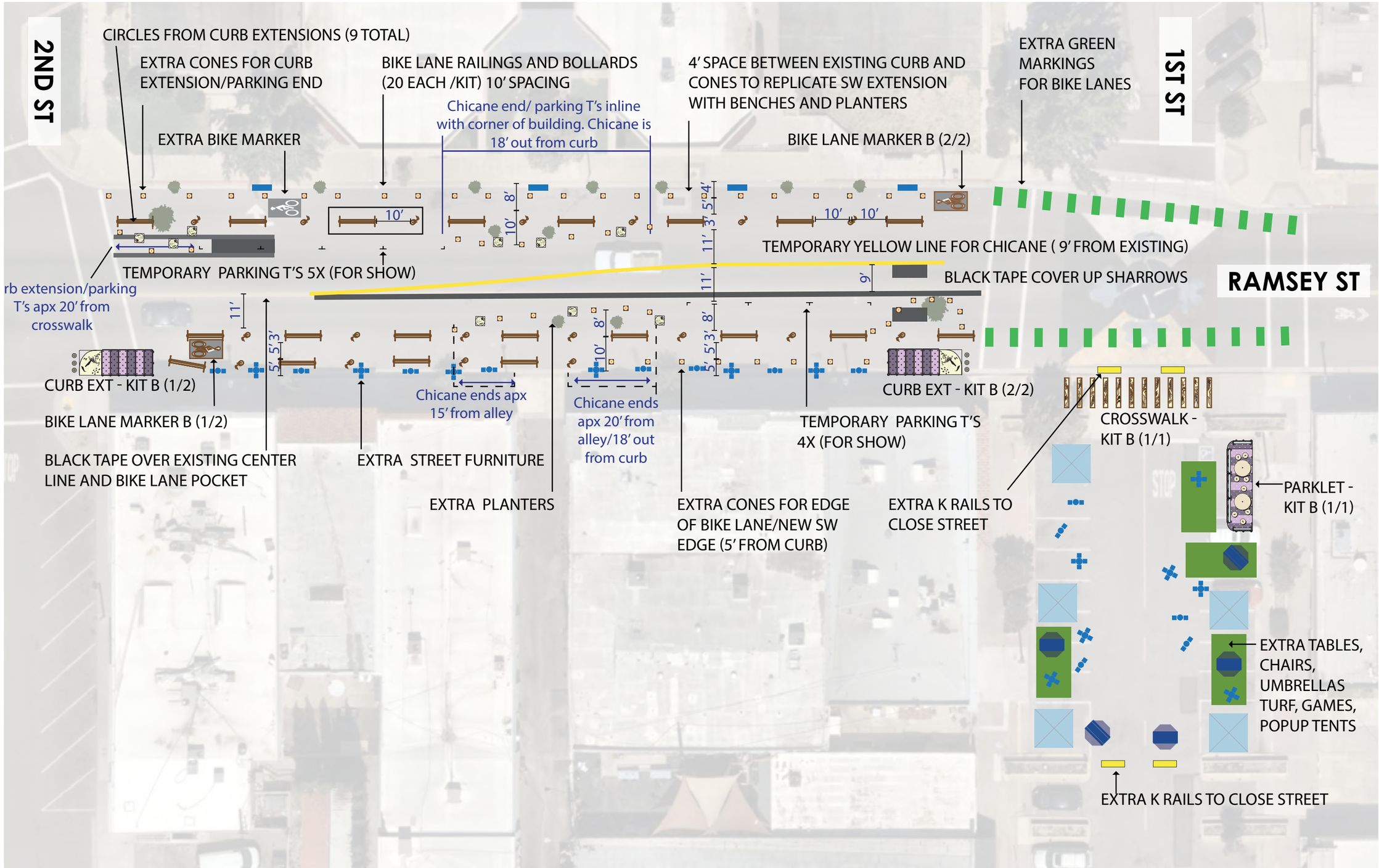
23. Treatment Sign

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:

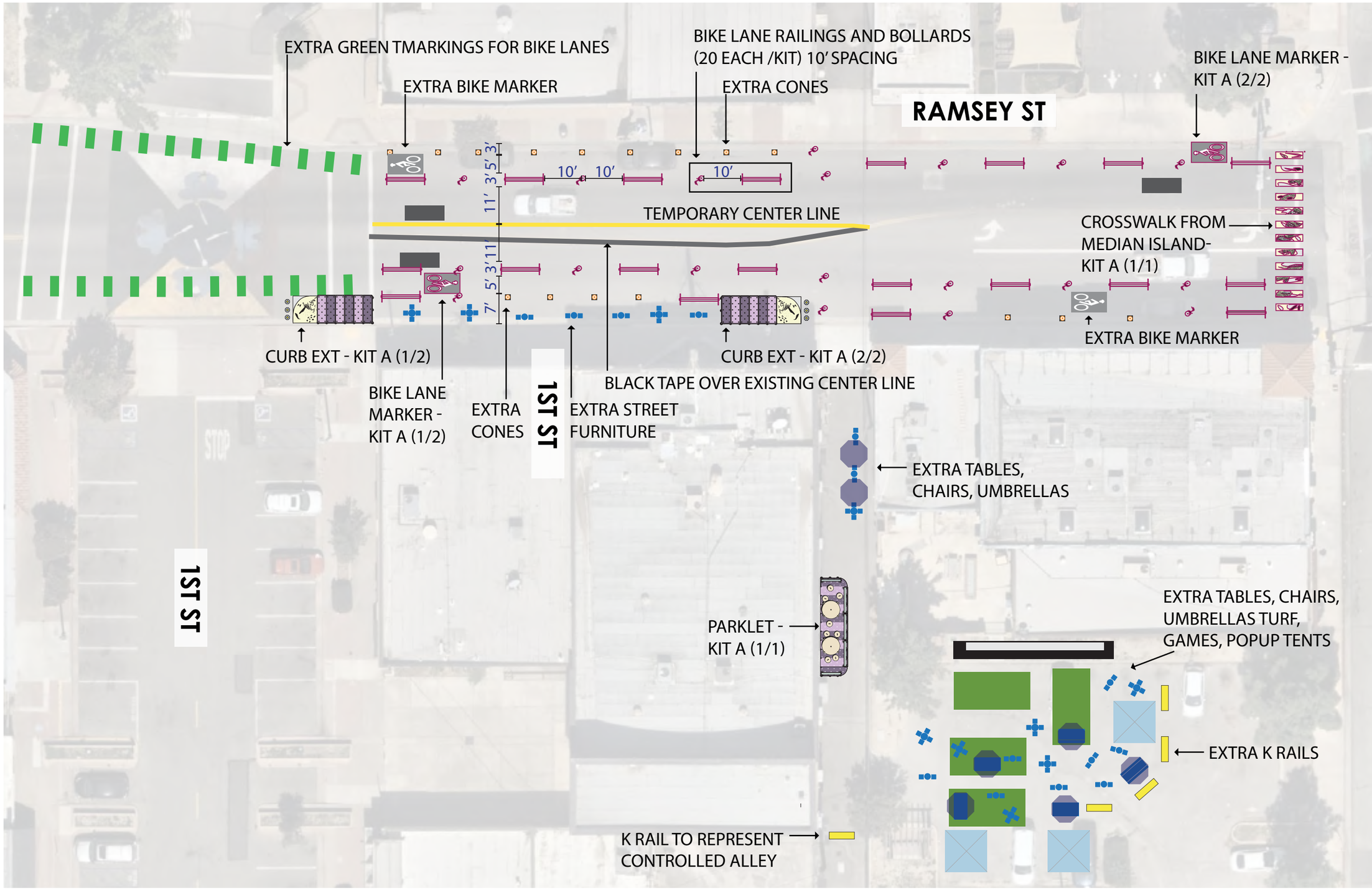
- Bike Bollards and Railings (20x each)
- Bike Lane Marker (2x)
- Curb Extensions (2x)
- Decorative Crosswalk (1 set of 12 stripes)
- Parklet (1x)
- Necessary Tape/hardware to restripe/assemble

    -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.



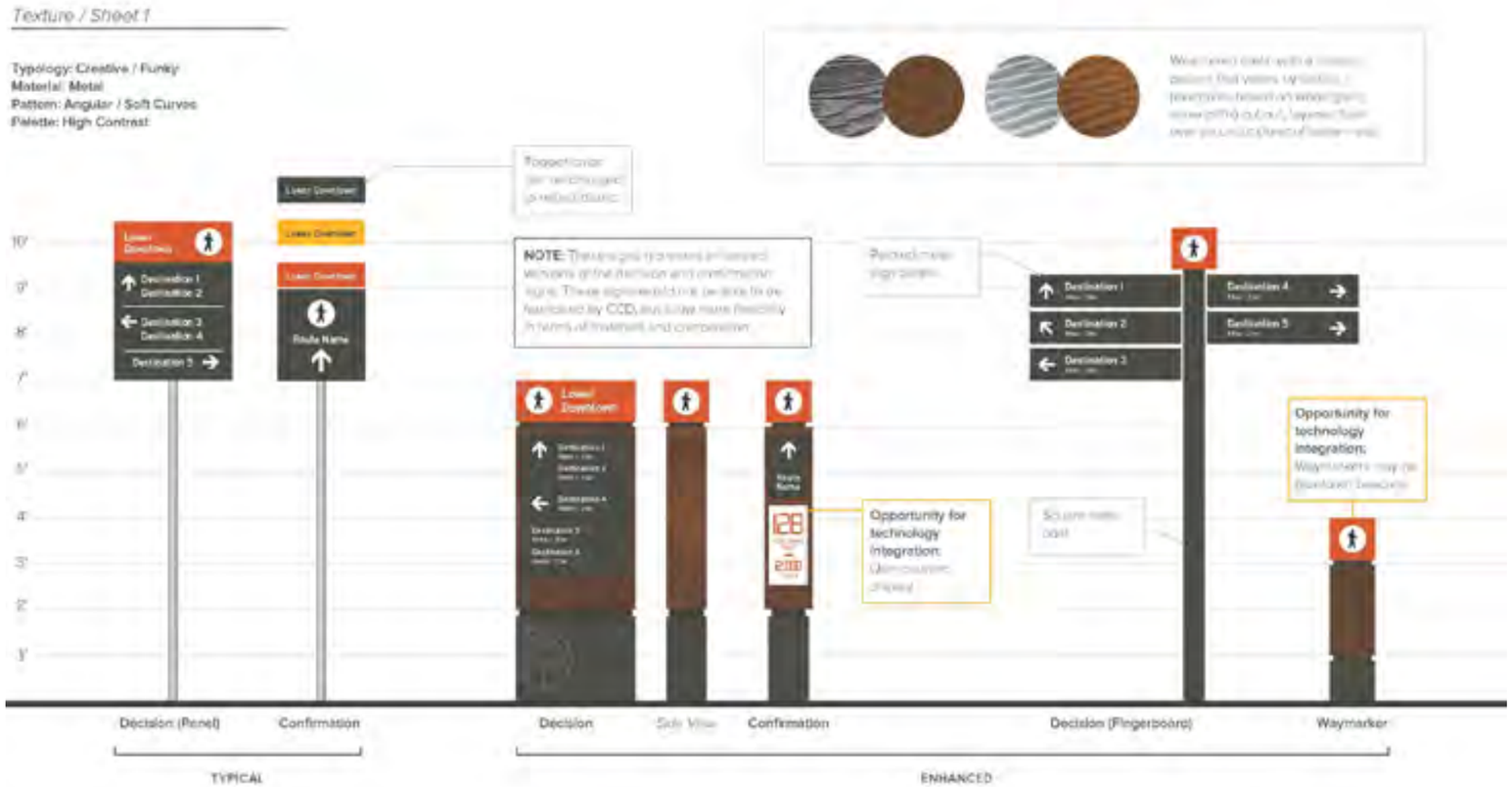
Examples of wayfinding signage families which should be simple, intuitive, and approachable, with a consistent design language between elements.

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

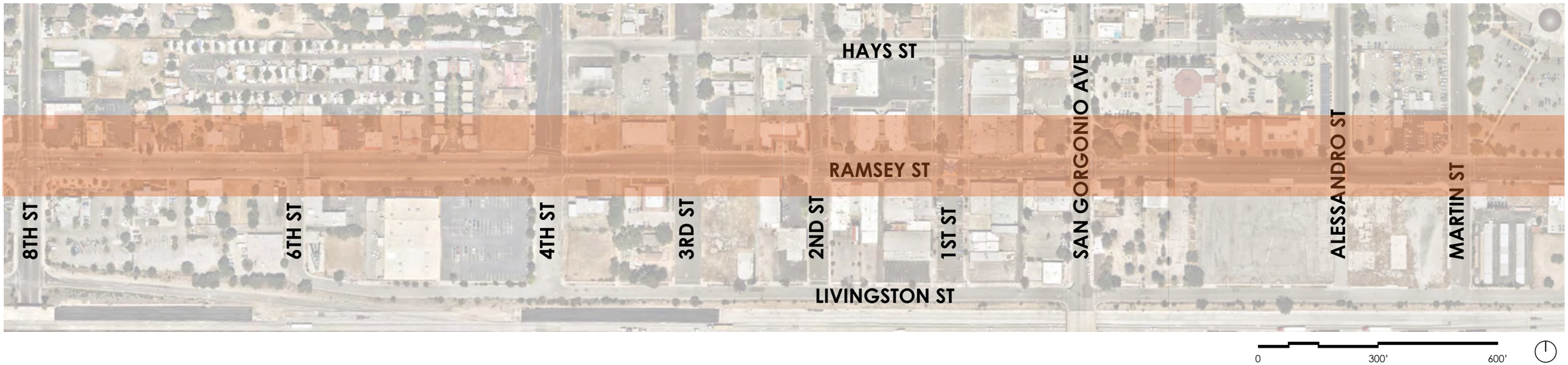
Section Diagrams 3
Community Engagement 68
Mobility Alternatives 90
Development Sites..... 100
Toolkit..... 114
Plantings 122
Development Opportunity & Existing Conditions Analysis 125

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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.

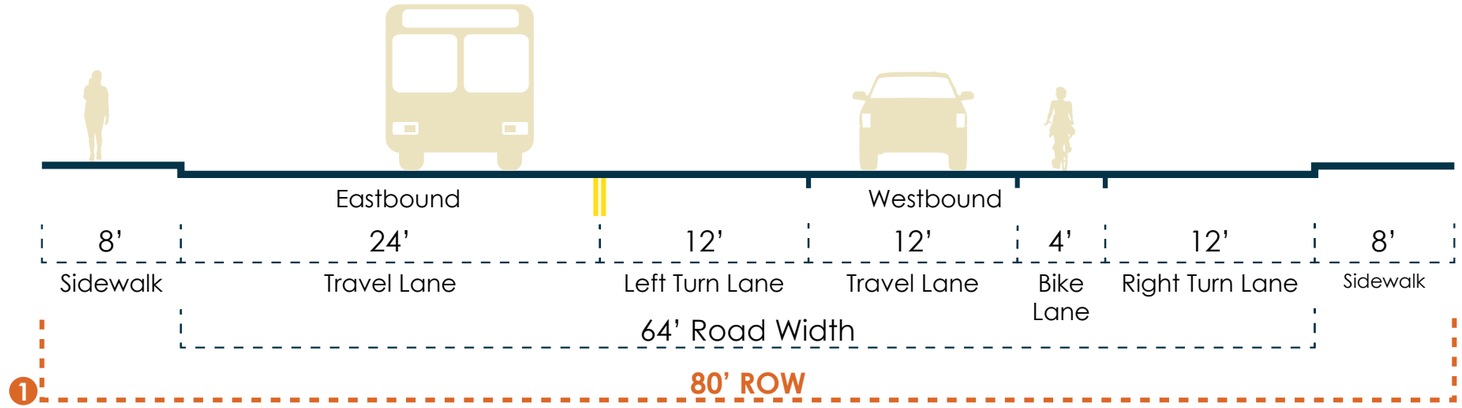

HAYS ST
RAMSEY ST
LIVINGSTON ST
8TH ST
6TH ST
4TH ST
3RD ST
2ND ST
1ST ST
SAN GORGONIO AVE
ALESSANDRO ST
MARTIN ST
0
300'
600'

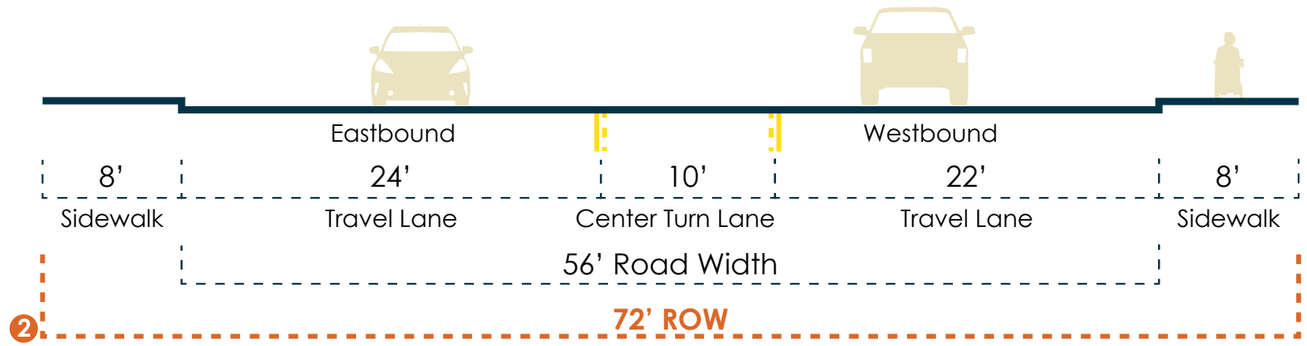
Ramsey & 8th St

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.



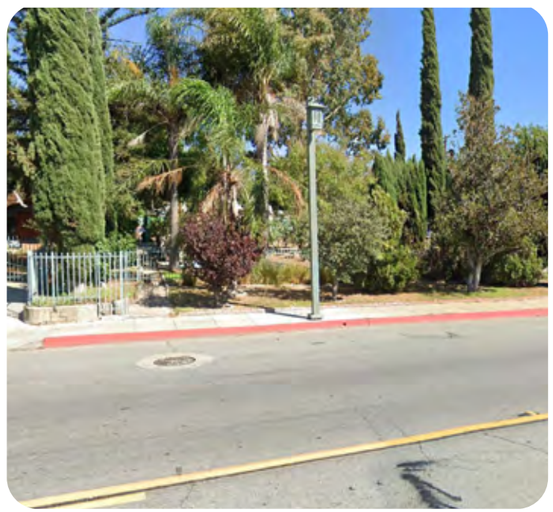




① Class II Bikeway



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

RAMSEY ST

8TH ST

OPPORTUNITY FOR GATEWAY DESIGN AS ENTRY POINT TO DOWNTOWN

80'

64'

4'

12'

12'

12'

24'

72'

56'

22'

10'

24'

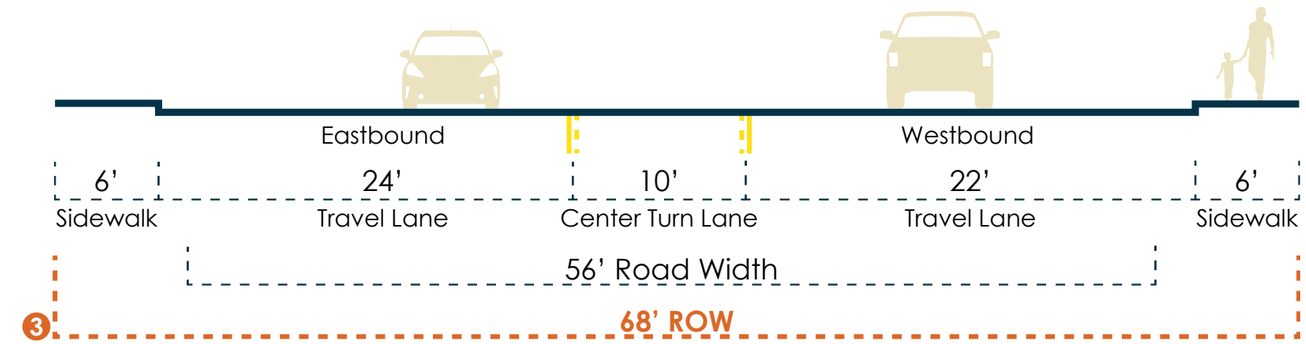
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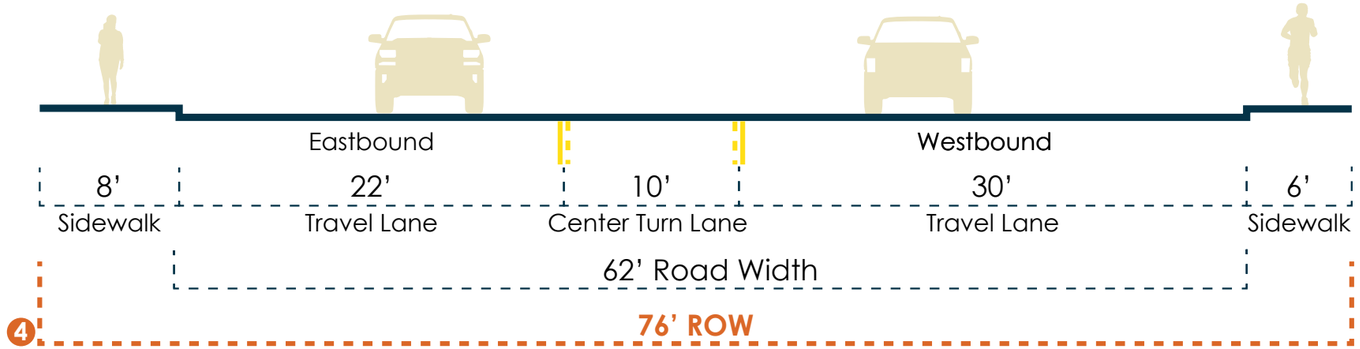


Ramsey & 6th St

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.



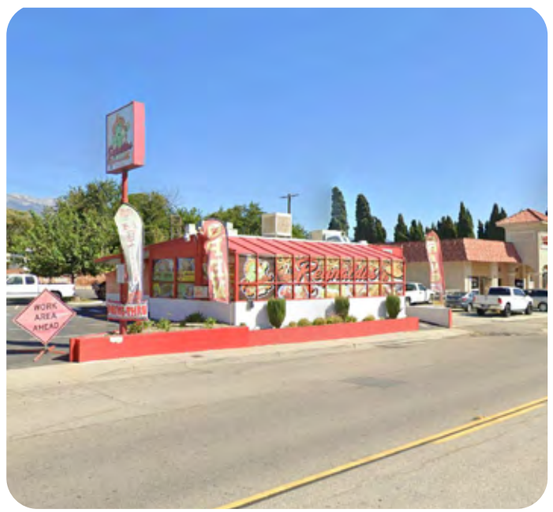




① Opportunity for Bus Shelter



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.

SIGNIFICANT SIDEWALK ISSUE; NOT ADA COMPLIANT

OPPORTUNITY FOR TRUNCATED DOMES

OPPORTUNITY TO BRING SIDEWALK LEVEL ACROSS

VACANT LOT

64'

6'

68'

56'

22'

10'

24'

1

2

RAMSEY ST

76'

62'

30'

10'

22'

3

4

OPPORTUNITY FOR PEDESTRIAN REFUGE ISLAND AND RECTANGULAR RAPID FLASHING BEACON (RRFB)

OPPORTUNITY FOR PARKLET OR PARKWAY

VACANT LOT

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS

OPPORTUNITY FOR OFF-STREET PARKING AND LESS ON-STREET PARKING

6TH ST

BUS STOP + BUS SHELTER

BUS STOP + BENCH

BUS STOP

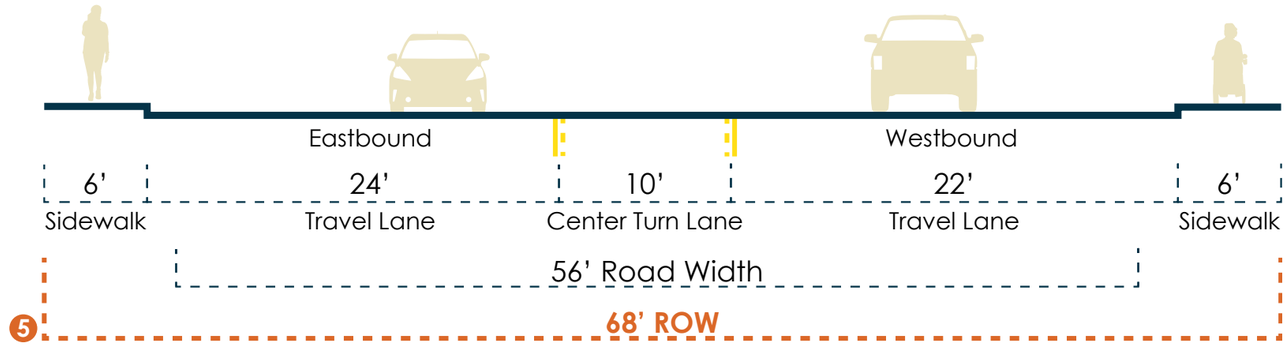
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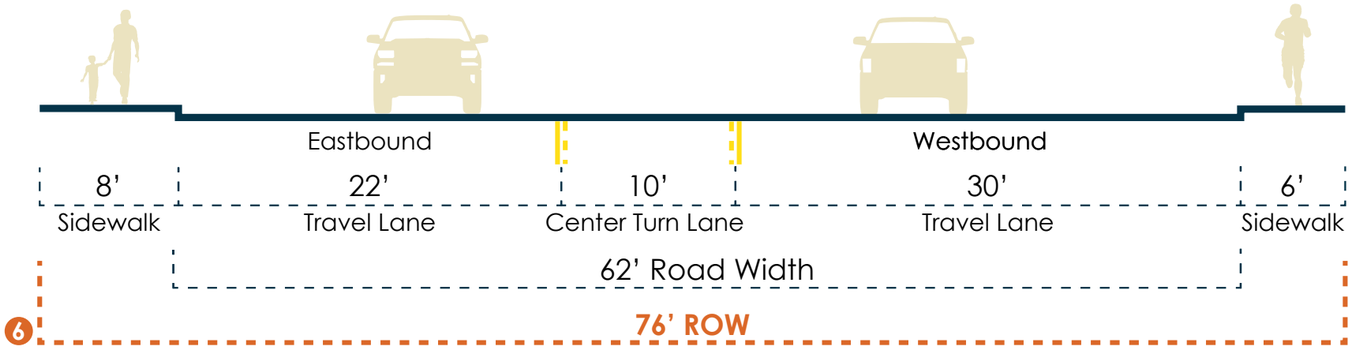


Ramsey & 4th St

One pedestrian was involved in a crash at the intersection of Ramsey and 4th St street in 2018 in which a driver headed north taking a left turn hit a 47 year old female pedestrian. The condition at this intersection is similar to others along Ramsey with standard low visibility markings and no pedestrian signage. Travel lanes are wide, accommodating parking in some areas between driveways. The street width ranges from 56' and 62' with ROW of 68' and 76' respectively. The sidewalk again on the north side of Ramsey is linearly inconsistent with a jog approximately 125' west of the intersection where a vacant property, potentially a laundromat or other business abuts the exit of the Bella Vista Cottages and Apartments. Sidewalks in this section are mostly 6' leading again to narrow conditions for pedestrians along the busy street.

There is one bus stop and bench outside of the Bella Vista property which could be improved with a shelter and moved out of the sidewalk using the open space behind. The opposite side of the street to the west has a stop with shelter and bench directly in front of the greyhound station that shares parking and building with the Riverside County Department of Public Services. Potentially some, or many of those using these services commute to and from on bus and could benefit from real-time bus headway information.







① Opportunity for Bus Shelter



② Inconsistent Sidewalk



③ Intersection

OPPORTUNITY TO ADD BUS SHELTER TO BUS STOP

INCONSISTENT SIDEWALK AND MULTIPLE DRIVEWAYS SURROUNDING BUS STOP CREATES UNSAFE PEDESTRIAN CONDITIONS

VACANT LOT - IN DISCUSSION FOR LAUNDROMAT/ICE CREAM SHOP

OPPORTUNITY TO EXPAND SIDEWALK; COULD POTENTIALLY IMPROVE INTERSECTION AND REALIGN CROSSWALK

VACANT LOT

1

2

3

RAMSEY ST

70'

56'

22'

10'

24'

5

76'

62'

30'

10'

22'

6

4TH ST

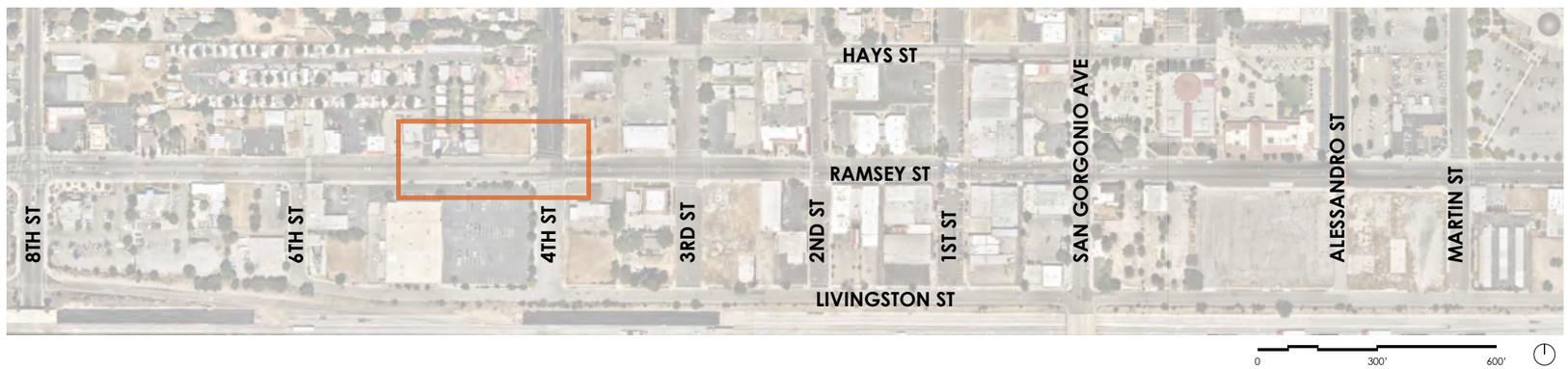
OPPORTUNITY TO IMPROVE BUS STOP/SHELTER

RED CURB, TYP.

OPPORTUNITY FOR TRUNCATED DOMES

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

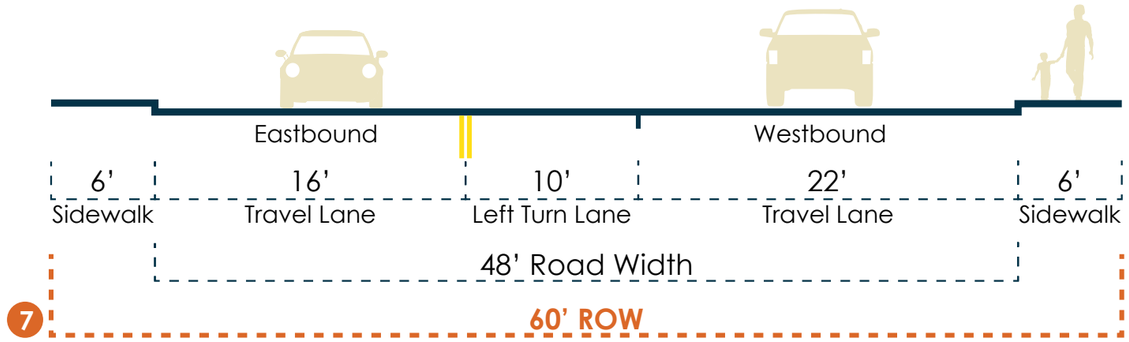
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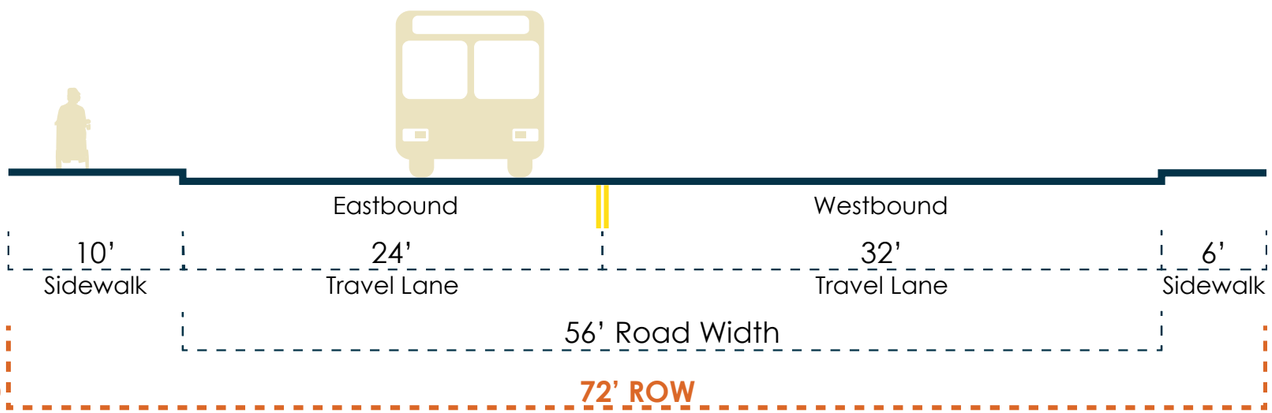


Ramsey & 3rd St

The intersection of Ramsey and 3rd St is less intense only having travel lanes and no specified turn lanes. Sharrows on Ramsey are the standard causing cyclists to navigate traffic. The street widths in this section are 48' and 56' with ROW at 60' and 72' respectively. Opportunities for curb extensions exist at this and many other intersections along Ramsey given the wide street conditions.

There is a bus stop with bench on the southeast corner of Ramsey and 3rd St in front of a vacant lot west of the Boys and Girls Club which could be improved with a shelter. Between the vacant lot and the Boys and Girls Club is an Alley which has potential to be activated with art and other pedestrian oriented amenities.







① Opportunity for Parklet or Parkway



② Opportunity for Curb Extension



③ Opportunity for Sidewalk Extension

VACANT LOT

ANGLED PARKING

OPPORTUNITY FOR PARKLET OR PARKWAY

58'

116'

7'

60'

48'

22'

10'

16'

1

2

3

OPPORTUNITY TO ADD CURB EXTENSION

RED CURB, TYP.

IN DISCUSSION FOR SMALL MARKET

IN DISCUSSION FOR CORNER RESTUARANT ON BOTTOM FLOOR

OPPORTUNITY TO EXTEND SIDEWALK

72'

56'

32'

24'

RAMSEY ST

7

8

OPPORTUNITY FOR TRUNCATED DOMES

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

ALLEYWAY, TYP.

3RD ST

OPPORTUNITY FOR BUS SHELTER

BOYS AND GIRLS CLUB LOT
SEE SHEETS XX FOR CONCEPTS

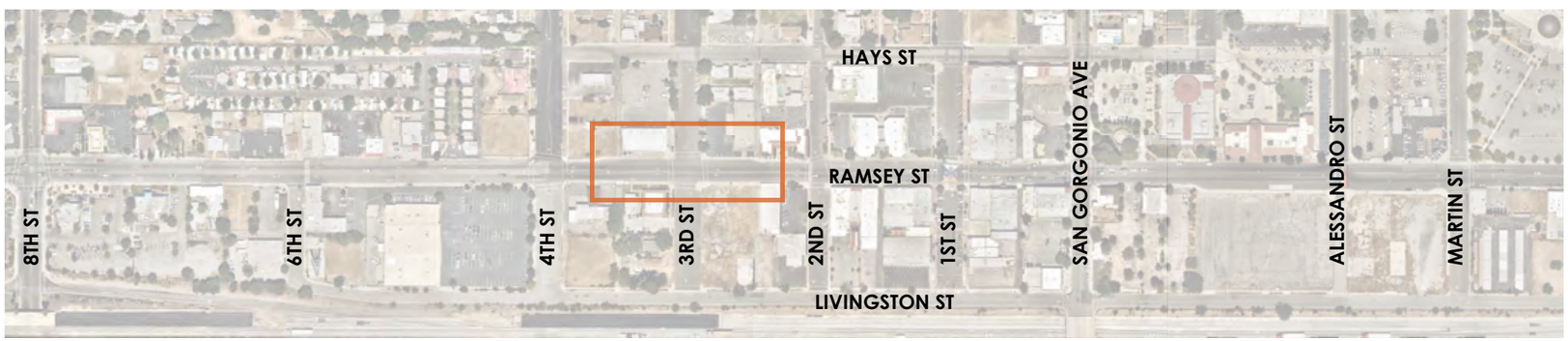
OPPORTUNITY TO INCLUDE SITE AND ALLEY

BUS STOP + BUS SHELTER

BUS STOP + BENCH

BUS STOP

0 50' 100'

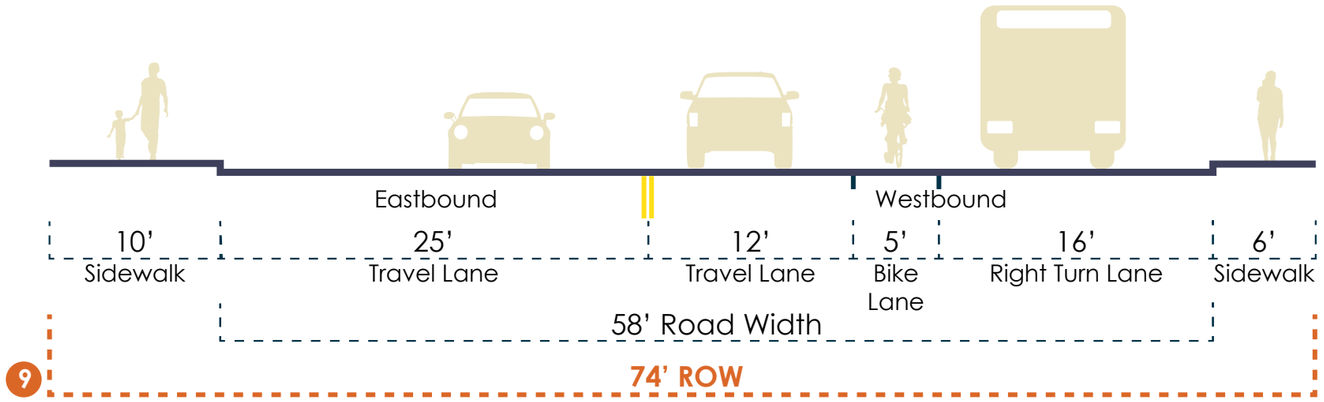


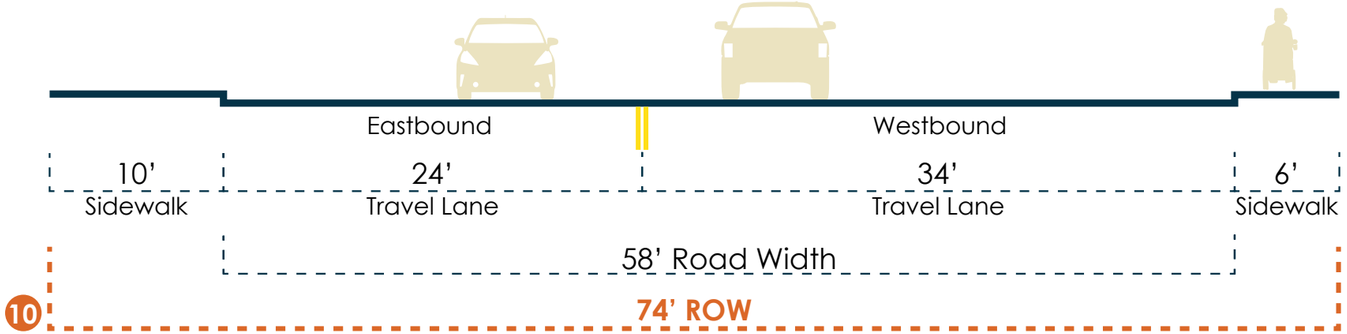
1: 702

Ramsey & 2nd St/1st St

The street in the section of Ramsey between 2nd and 1st St street is 58' wide with a ROW of 74'. At the intersection of 2nd St westbound is a "pocket" bike lane between a 16' right turn and 12' travel lane. Again, due to the inconsistency of the northern sidewalk, geometry of intersections is misaligned. The north eastern corner of the intersection of 2nd St and Ramsey is shifted north causing the crosswalks to be slightly angled. Realignment of the intersection with curb extensions would give consistency to Ramsey and make navigation for all users easily understood. Additionally the southern sidewalk on Ramsey here is 6' and should be widened to accommodate more pedestrians in the heart of downtown.

The intersection of Ramsey and 1st St has artwork in the middle and is an example of how art can bring excitement to a street and visually slow drivers via conditions oriented towards non automobile users. There are two bus stops with benches in this section providing access to downtown. One is on the northwest corner of Ramsey and 2nd St, while the other is on the northwest corner of Ramsey and 1st St. These stops could potentially be combined due to close proximity, allowing for more investment at one stop rather than two approximately 300' apart.







① Crosswalk Realignment or Curb Extension



② Turn Lane and Bike Lane



③ Opportunity for Bus Shelter

IN DISCUSSION FOR CORNER RESTUARANT ON BOTTOM FLOOR

OPPORTUNITY FOR TRUNCATED DOMES

OPPORTUNITY TO REPURPOSE TURN LANE

INCONSISTENT WITH EXISTING CLASS III

ANGLED PARKING

OPPORTUNITY FOR TRUNCATED DOMES

OPPORTUNITY FOR BUS SHELTER

1

2

3

9

10

74'

74'

16'

5'

12'

25'

58'

34'

24'

RAMSEY ST

OPPORTUNITY TO REALIGN CROSSWALK OR ADD CURB EXTENSION

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

RED CURB, TYP.

ALLEYWAY

PERPENDICULAR PARKING

2ND ST

1ST ST

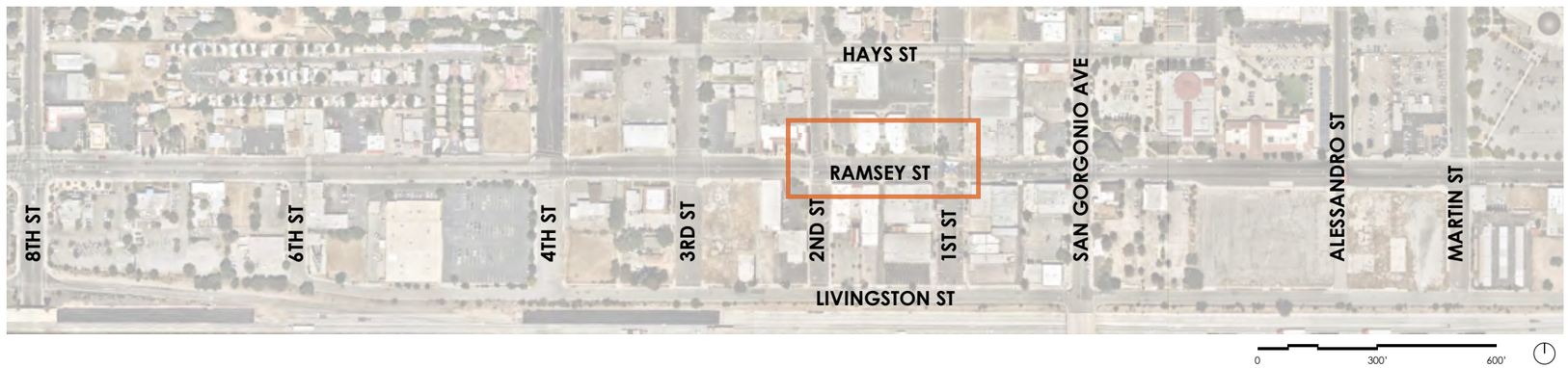
STOP

BUS STOP + BUS SHELTER

BUS STOP + BENCH

BUS STOP

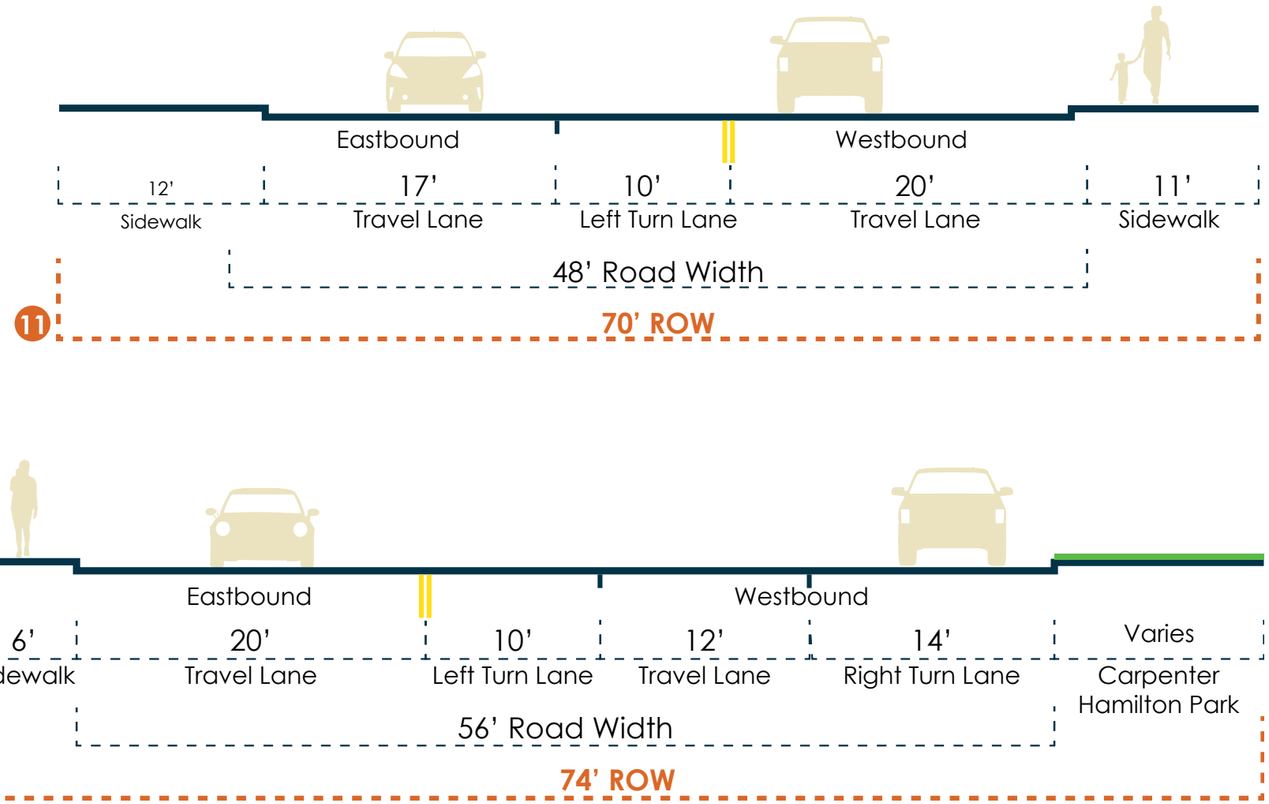
0 50' 100'



Ramsey & San Gorgonio

Another major intersection of downtown is Ramsey and San Gorgonio Ave. San Gorgonio connects the south side of Banning on the other side of I-10 that runs east-west just south of Livingston and the study area. San Gorgonio is the middle of the three crossings that span the approximate mile of downtown with the others being 8th St Street at the west and Hargrave Street to the east. This results in more traffic coming through this intersection and is a direct connection point along the route between middle, elementary schools north of Ramsey and the high school to the south.

Similar opportunities exist here for curb extensions, and bike lanes, in addition to others more unique to this segment like the presence of Carpenter Hamilton Park on the northeast corner of the intersection. Another opportunity is the alley at the historic Fox Theater which opened in 1928 [1] and has potential to be a vibrant pedestrian oriented space.





① Obstructed for Parklet or Parkway



② Opportunity for Curb Extension



③ Opportunity for Active Transportation Space and Downtown Gateway

1 *CinemaTreasures.org- 2010*

OPPORTUNITY TO DIRECT ON-STREET PARKING TO OFF-STREET PARKING

RED CURB, TYP.

PARK OPPORTUNITY

1

2

3

70'

74'

48'

56'

20'

10'

18'

14'

12'

10'

20'

11

12

RAMSEY ST

OPPORTUNITY TO REMOVE ON-STREET PARKING DUE TO INCONSISTENT CURB MARKINGS

OPPORTUNITY FOR TRUNCATED DOMES

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

BUS STOP + BUS SHELTER

BUS STOP + BENCH

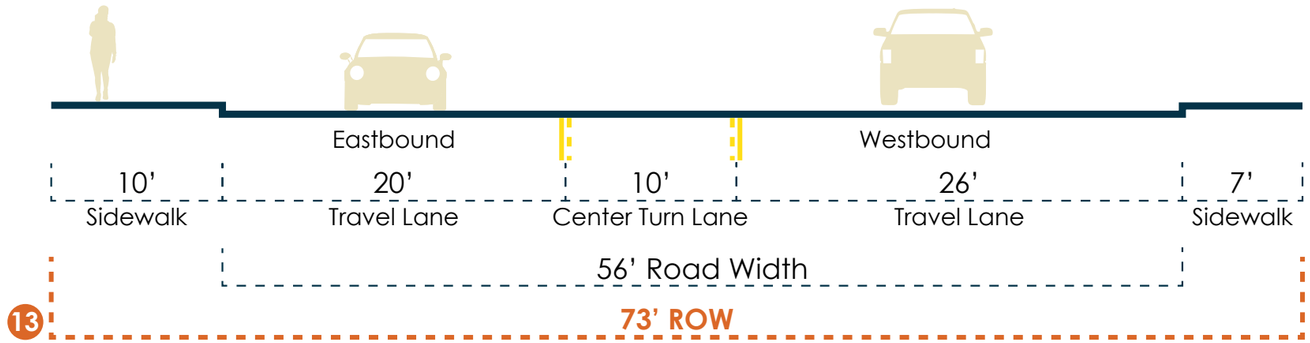
BUS STOP

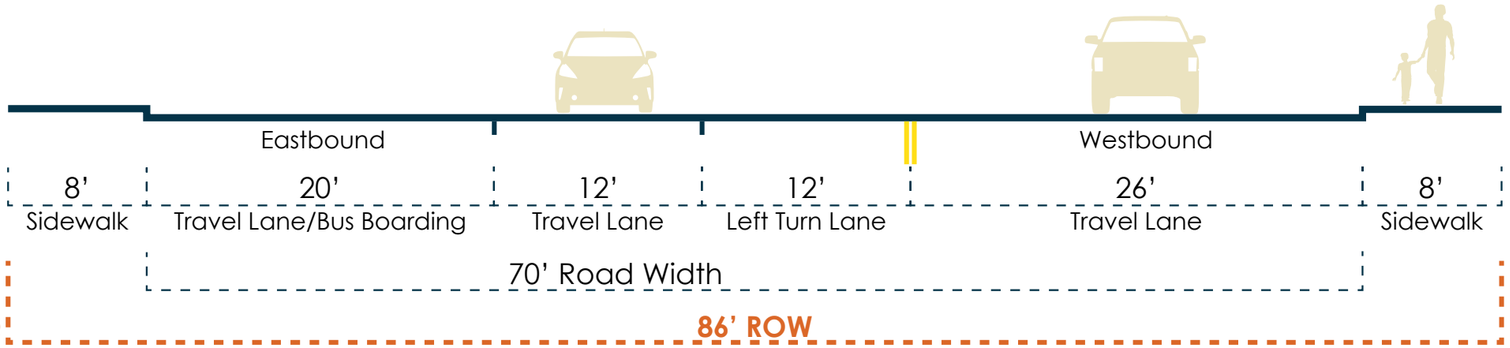
0 50' 100'



Ramsey & Alessandro

Ramsey between San Gorgonio and Alessandro has a street width that changes due to the bus stop and what appears to be parking. The street width goes from 56' to 70' heading west with ROW of 73' and 86' respectively. The street in the bump-out adjacent to the bus stop could be transformed into other uses ranging from formal parking, to parklets, or active transportation lane. The intersection of Alessandro and Ramsey could be improved with high visibility crosswalks.







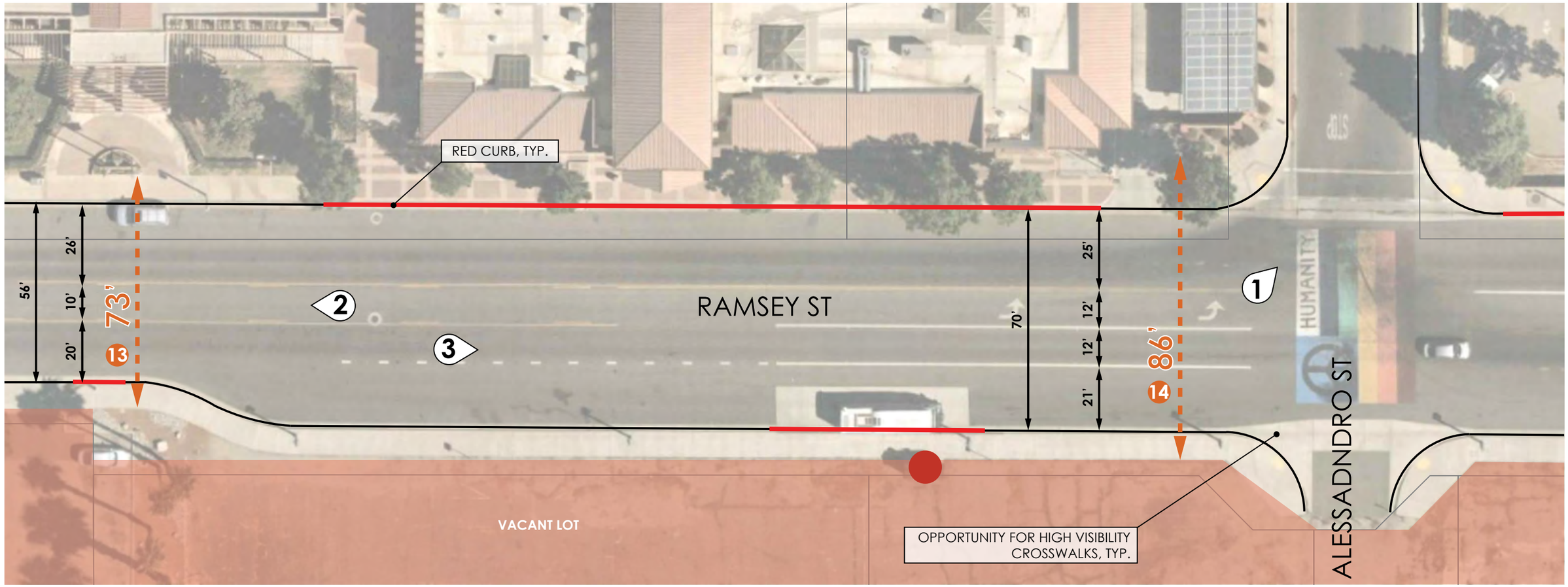
① Opportunity for High Visibility Crossing



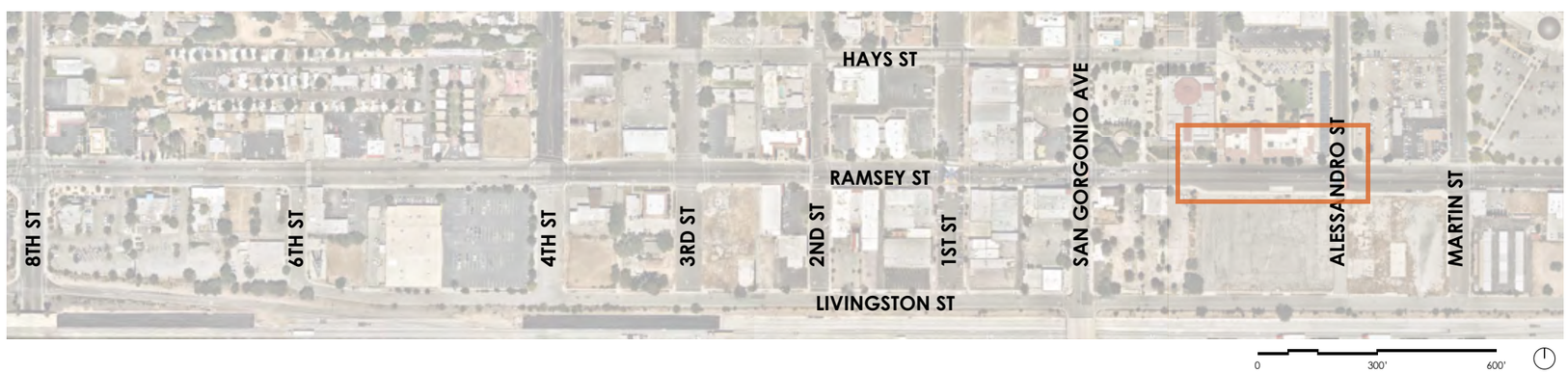
② Opportunity for More Active Modes Street Allocation



③ Wide Street Induces Speeding With 25 MPH Limit

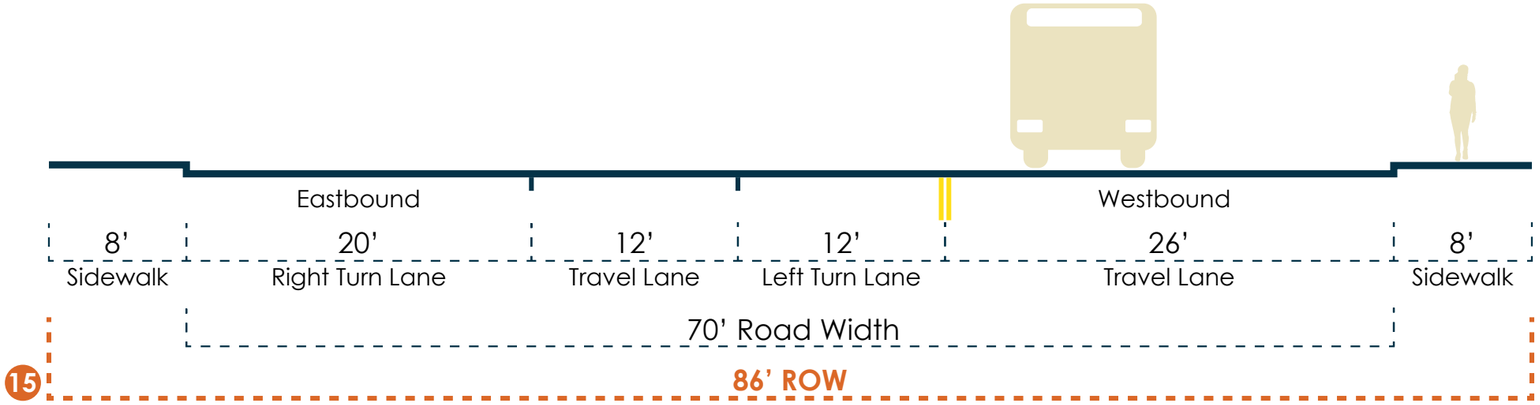


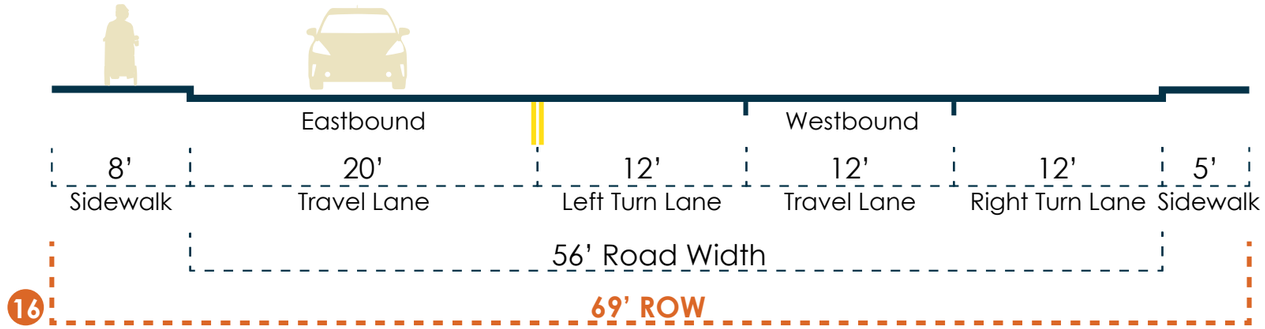
BUS STOP + BUS SHELTER BUS STOP + BENCH BUS STOP



Ramsey & Martin

Ramsey at the end of the study area at Martin is 56' wide with a ROW of 69' Improvements to this intersection include high visibility crossings and wider sidewalk on the south side of Ramsey. Curb extensions at the intersection could also provide safer and shorter crossing at this point of Ramsey which might have higher speeds as it is where traffic comes in and out of downtown.







① Opportunity for Curb Extension

OPPORTUNITY FOR CURB EXTENSION

RED CURB, TYP.

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

RAMSEY ST

MARTIN ST

STOP

15 86'

70'

26'

12'

12'

20'

1

16 69'

56'

12'

12'

12'

20'

BUS STOP + BUS SHELTER

BUS STOP + BENCH

BUS STOP

0 50' 100'



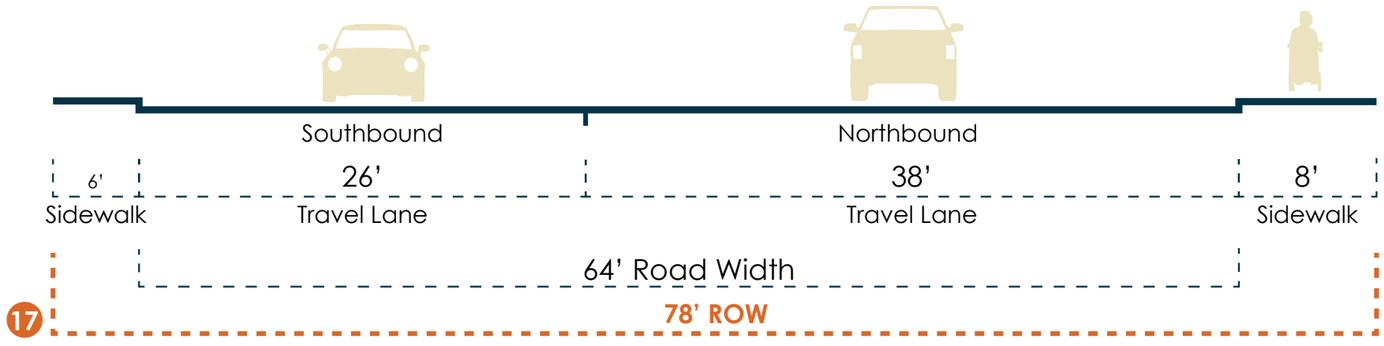
SECTION DIAGRAMS - 4TH-1ST STREETS

The streets connecting north-south from Livingston to Ramsey and Hays provide access to the “back of house” nature of Livingston, as well as the downtown heart of Ramsey. Parking can be found on all of these streets in various forms but not always optimized which if done well, could add more parking to these streets and remove some from Ramsey creating a more pedestrian and non automobile focused downtown center.

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'

4th St & Livingston/Ramsey

The segment of 4th St between Livingston and Ramsey has faint turn lanes and no designated parking. It's sandwiched between the large parking lot of the Riverside County Department of Public Social Services and a car mechanic/ vacant lot. The street is 64' with an 80' ROW. Completing the sidewalk along the vacant lot will be necessary to make this a functioning street of downtown.

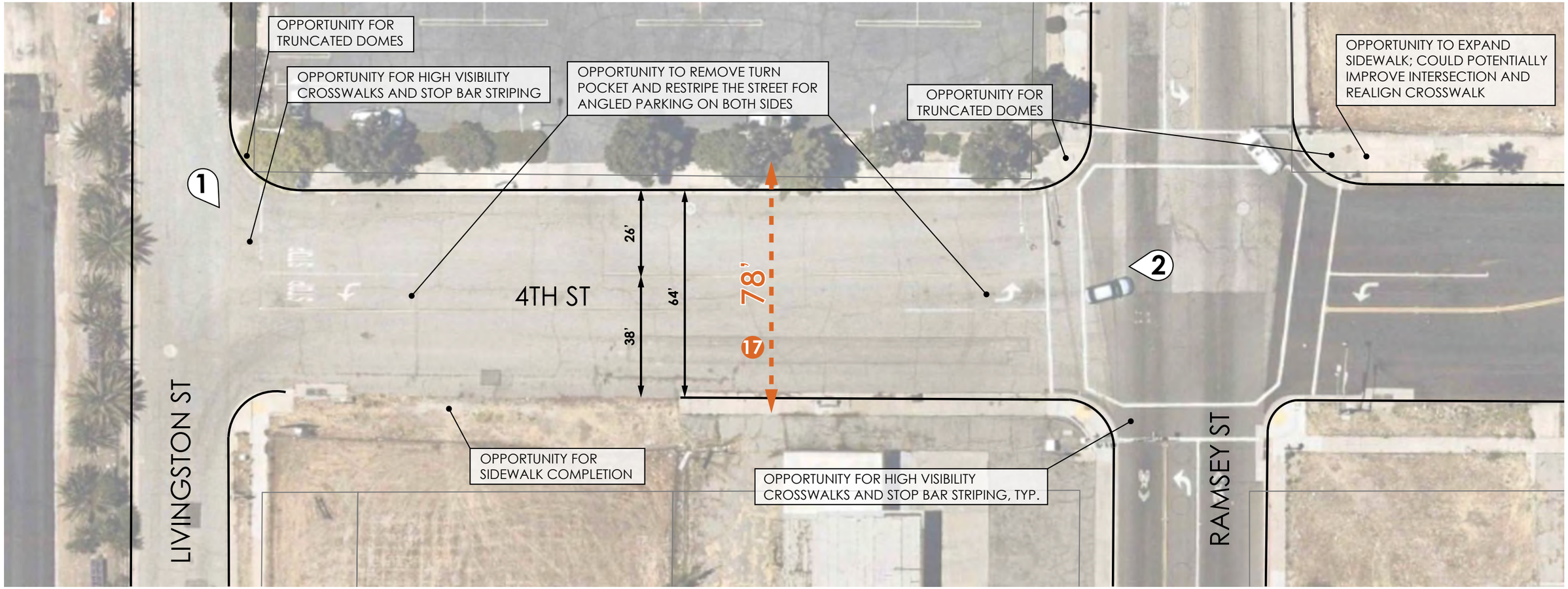


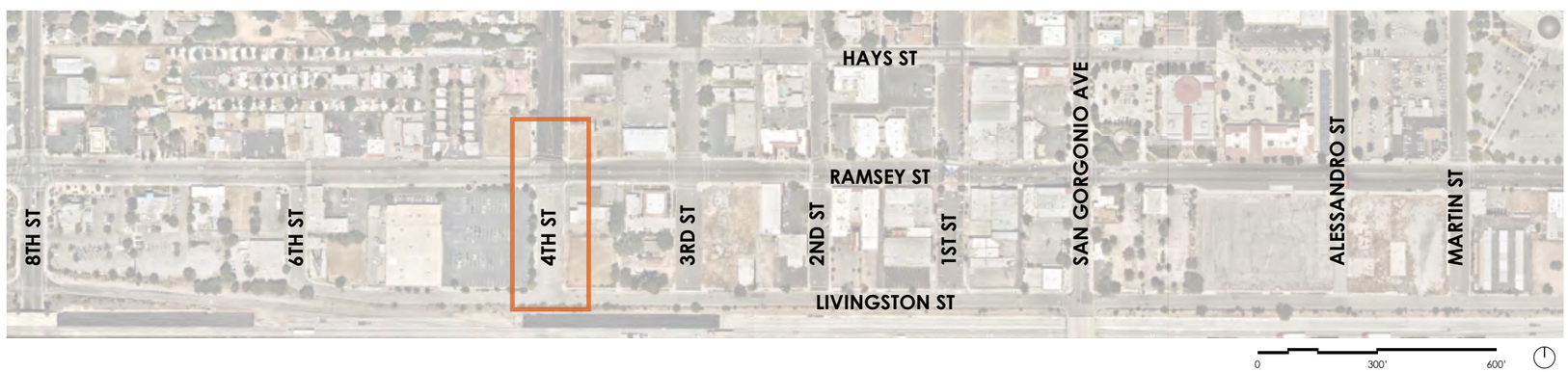


① Incomplete Sidewalk



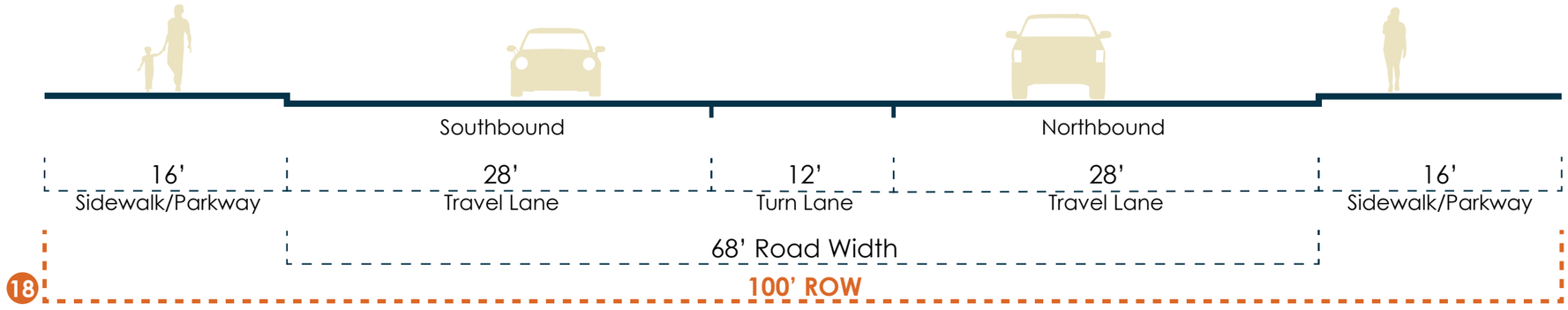
② Wide Street and Crossing


OPPORTUNITY FOR TRUNCATED DOMES
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING
OPPORTUNITY TO REMOVE TURN POCKET AND RESTRIPE THE STREET FOR ANGLED PARKING ON BOTH SIDES
OPPORTUNITY FOR TRUNCATED DOMES
OPPORTUNITY TO EXPAND SIDEWALK; COULD POTENTIALLY IMPROVE INTERSECTION AND REALIGN CROSSWALK
1
2
4TH ST
26'
38'
64'
78'
17
LIVINGSTON ST
RAMSEY ST
OPPORTUNITY FOR SIDEWALK COMPLETION
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.
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'

4th St & Hays

Continuing north on 4th St to Hays, the street is 68' with a 100' ROW. There is minimal striping on this wide street segment, and the striping that exists is confusing for all users due to the non uniformity of it. Re-striping a turn lane and other elements can help with traffic calming and help all users understand where they should be in the street.





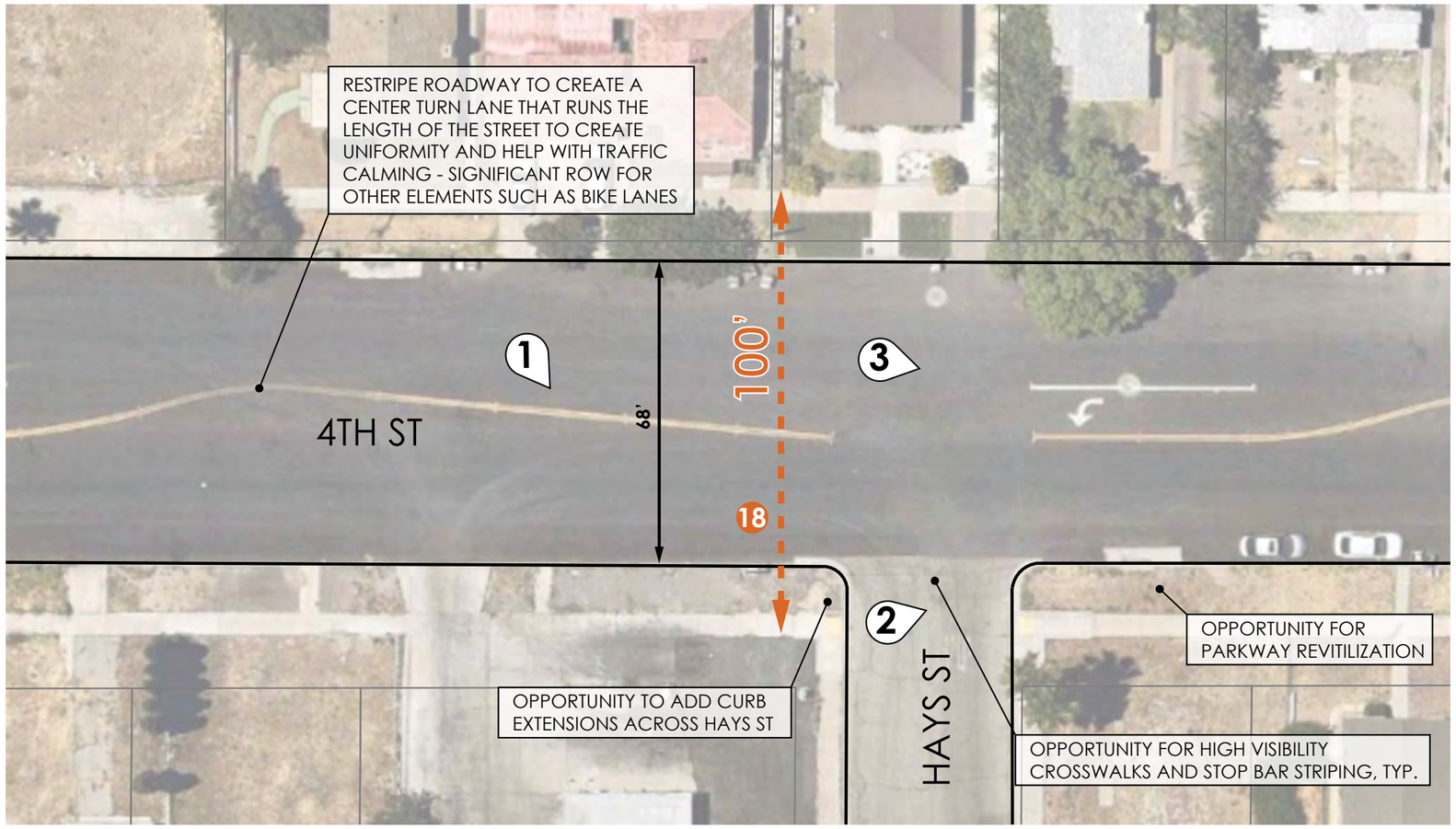
① Wide Street With No Crossings



② Narrow Sidewalk



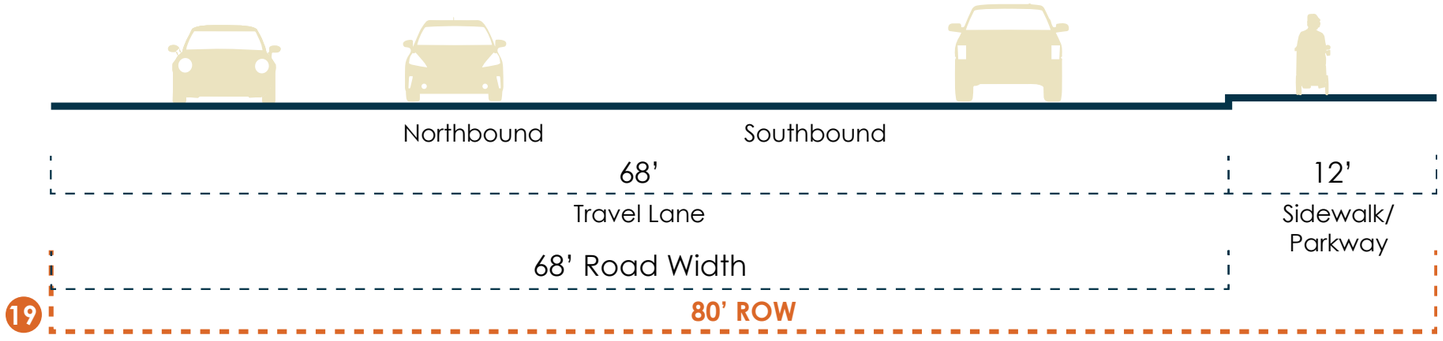
③ Inconsistant Striping


RESTRIPE ROADWAY TO CREATE A CENTER TURN LANE THAT RUNS THE LENGTH OF THE STREET TO CREATE UNIFORMITY AND HELP WITH TRAFFIC CALMING - SIGNIFICANT ROW FOR OTHER ELEMENTS SUCH AS BIKE LANES
1
3
4TH ST
89'
100'
18
2
HAYS ST
OPPORTUNITY TO ADD CURB EXTENSIONS ACROSS HAYS ST
OPPORTUNITY FOR PARKWAY REVITILIZATION
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.
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'

3rd St & Livingston/Ramsey

On 3rd St between Livingston and Ramsey is another wide street with a width of 68’ and ROW of 80’. The east side of the street has no sidewalk and has vacant lots the whole length between 3rd St and the Boys and Girls Club. The west side of the street is a mix of commercial near Ramsey and residential with newly renovated houses on the southern half of the block. These houses however are for sale and have no sidewalk built in front. Restriping angled parking here could provide spaces for park and downtown users.





① Inconsistant Sidewalks



② Some Curb Extensions

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.

OPPORTUNITY FOR CURB EXTENSION

OPPORTUNITY FOR TRUNCATED DOMES

OPPORTUNITY TO RESTRIPE THE STREET FOR ANGLED PARKING ON BOTH SIDES - WILL PROVIDE PARKING FOR NEW PARK

1

2

3RD ST

68'

80'

19

LIVINGSTON ST

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.

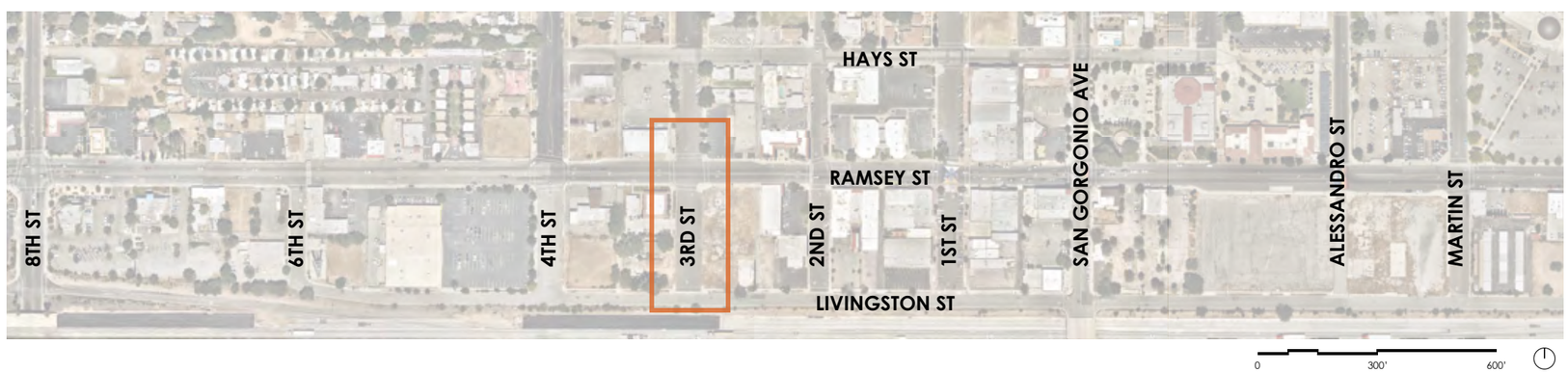
OPPORTUNITY FOR CURB EXTENSION

OPPORTUNITY FOR SIDEWALK COMPLETION

RAMSEY ST

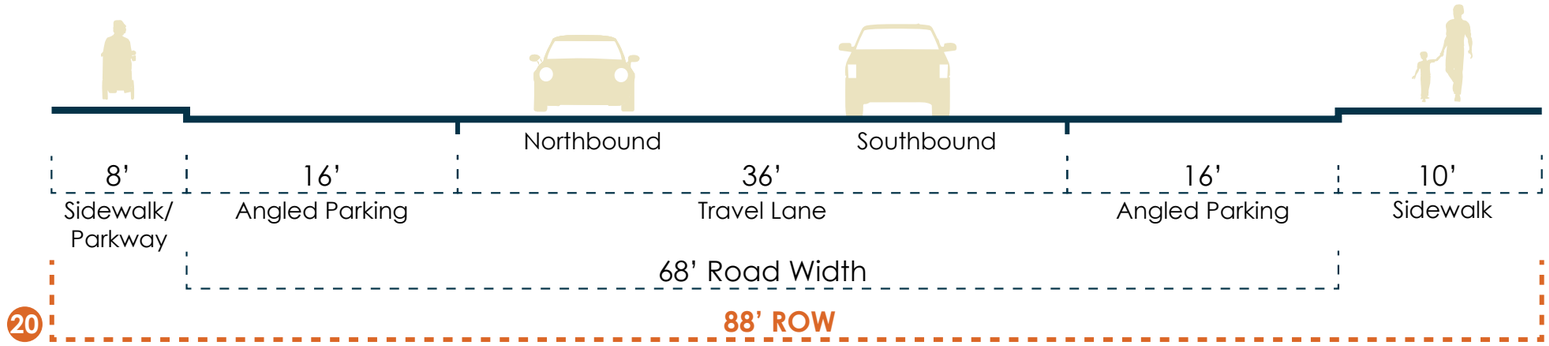
OPPORTUNITY TO ADD CURB EXTENSION

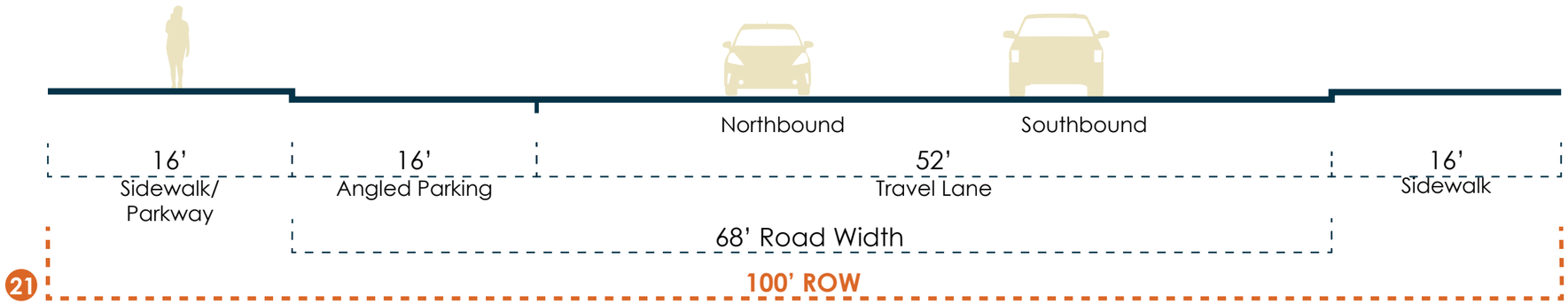
0 50' 100'



3rd St & Hays

This segment of 3rd St is an example of angled parking on side streets that can be added to other streets to offset removal of some or all parking on Ramsey. Street width is 68' and the ROW is 88' and 100'. Crosswalk and curb extension improvements would help make this type of street safer for non automobile users as drivers look for parking and may be distracted. Other issues relate to sidewalk alignment with the east sidewalk being jogged due to new parking lot paving causing sidewalk users to navigate into paved driveway to avoid existing utility box.







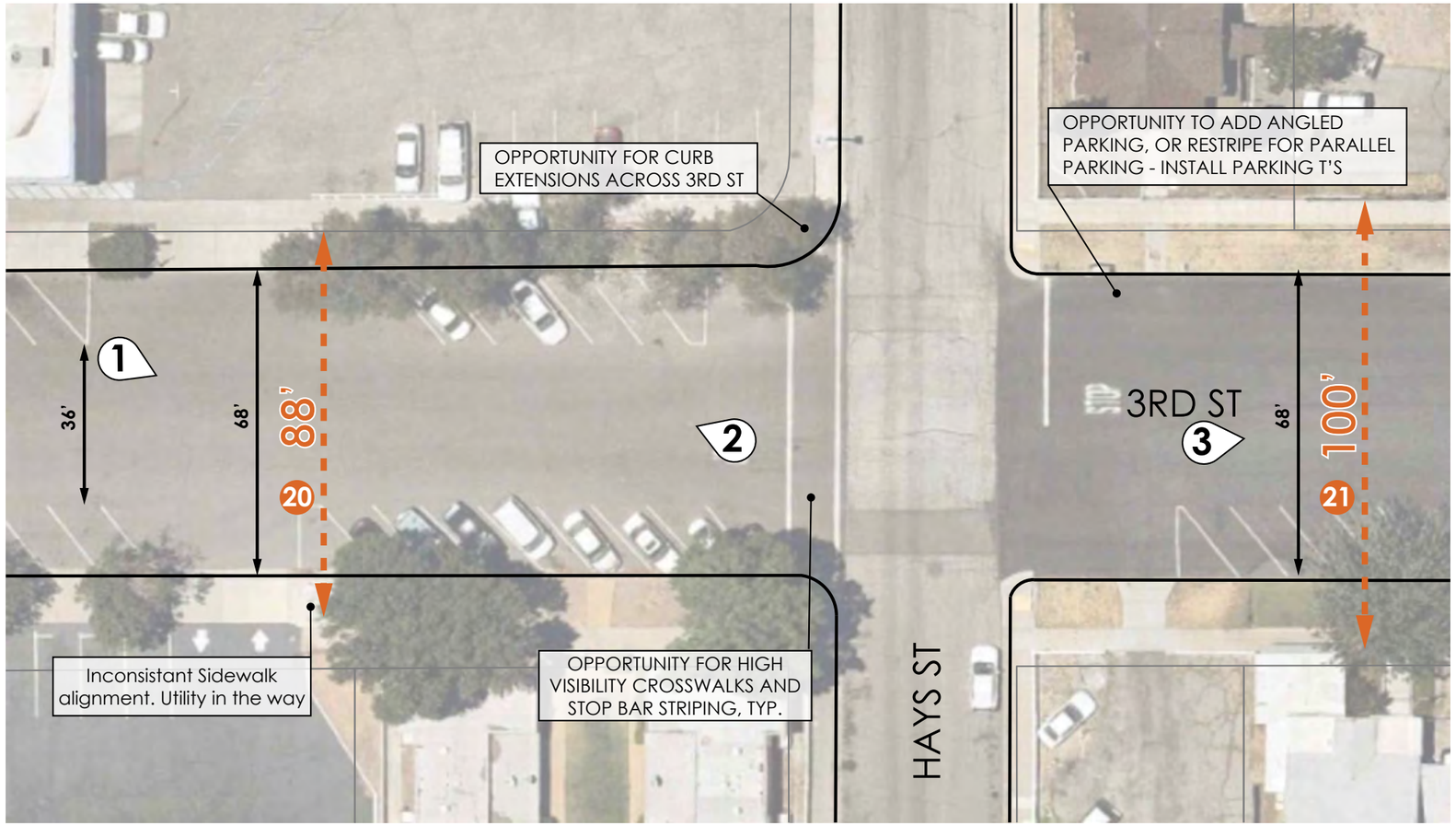
① Angled Parking and Inconsistent Sidewalk

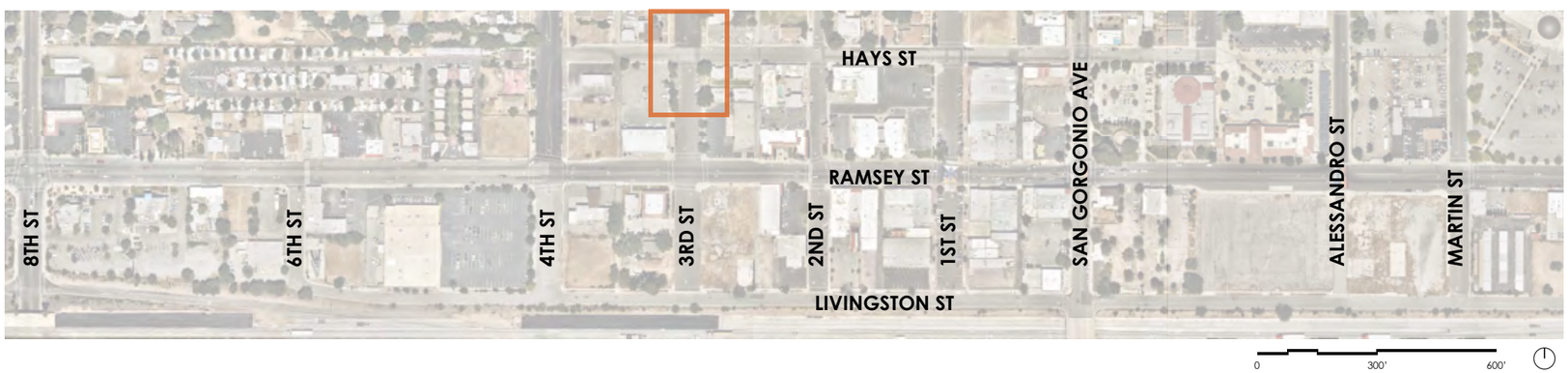


② No Markings Besides Angled Parking



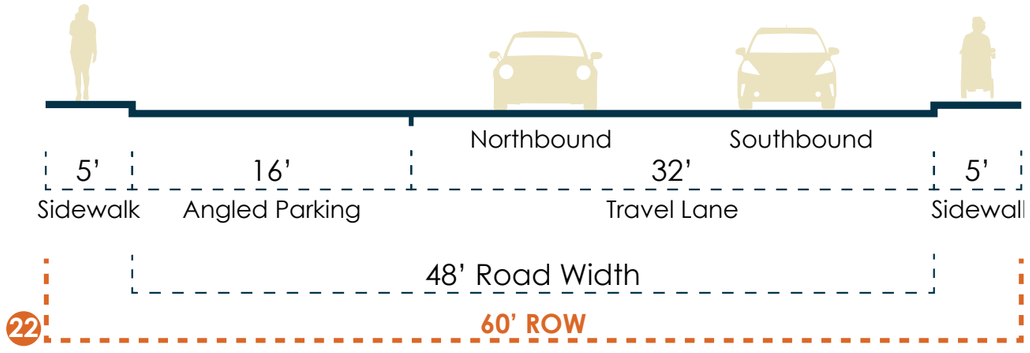
③ Old, Non Marked Pavement


OPPORTUNITY FOR CURB EXTENSIONS ACROSS 3RD ST
OPPORTUNITY TO ADD ANGLED PARKING, OR RESTRIPE FOR PARALLEL PARKING - INSTALL PARKING T'S
1
2
3
3RD ST
36'
68'
88'
20
68'
100'
21
Inconsistant Sidewalk alignment. Utility in the way
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.
HAYS ST
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'

2nd St & Livingston/Ramsey

On 2nd St between Livingston and Ramsey the street is 48' with a ROW of 60'. Angled parking is on the northbound side while the southbound is a mix of green curb and unmarked parallel spaces. Potential to convert green curb to normal spaces for more downtown parking.





① Mixed Parking and Driveways



② Narrow Sidewalks



③ Narrow Sidewalk, Old Curb ramp

CLEANERS LOCATED HERE - 15 MINUTE PARKING DUE TO ON/OFF STREET PARKING

EXISTING GREEN CURB CONVERTS TO REGULAR CURB AND PARKING T'S FOR PARALLEL PARKING

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.

1

2

3

48'

22

60'

2ND ST

28'

50'

LIVINGSTON ST

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING

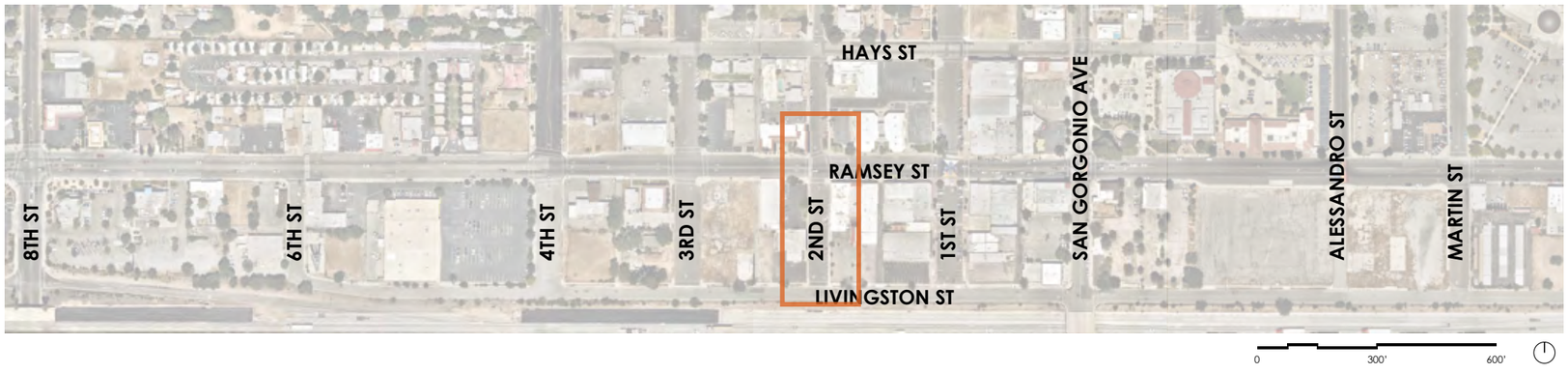
OPPORTUNITY TO REALIGN CROSSWALK OR ADD CURB EXTENSION

RAMSEY ST

OPPORTUNITY FOR TRUNCATED DOMES

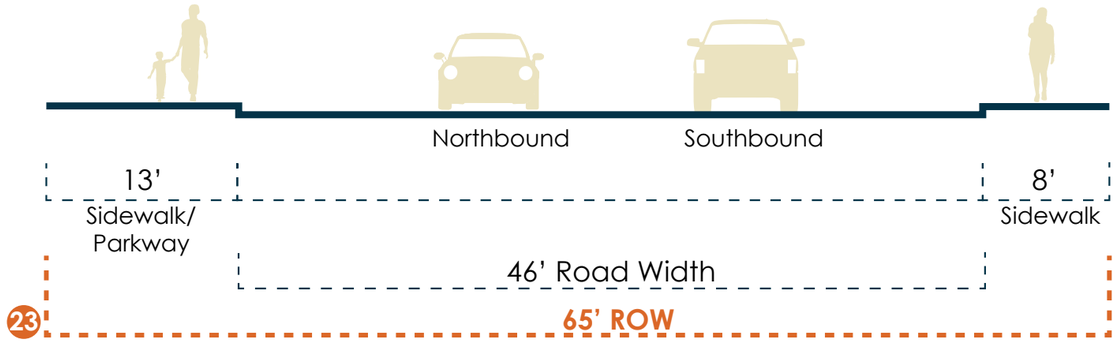
PEDESTRIAN INJURY

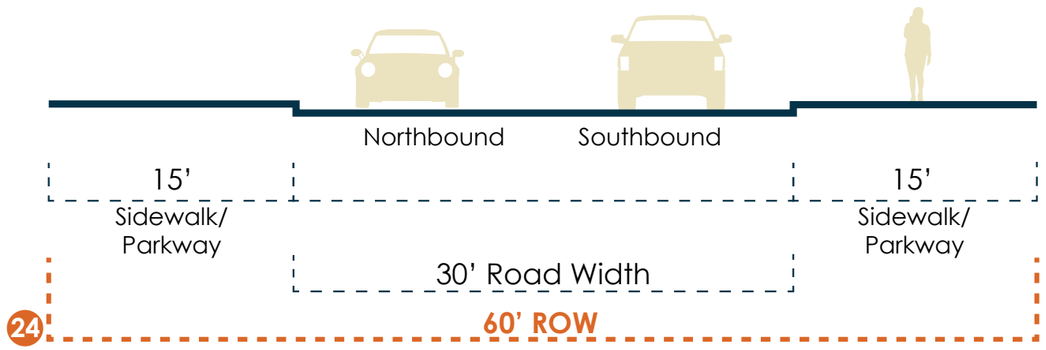
0 50' 100'



2nd St & Hays

The segment of 2nd St at Hays transitions from a 46' street to 30' with 65' to 60' ROW respectively as it moves north into the residential and elementary school area. There is parallel parking on this segment of 2nd St and could be turned into red curb on the northern end as the street width is 30' and near a school.



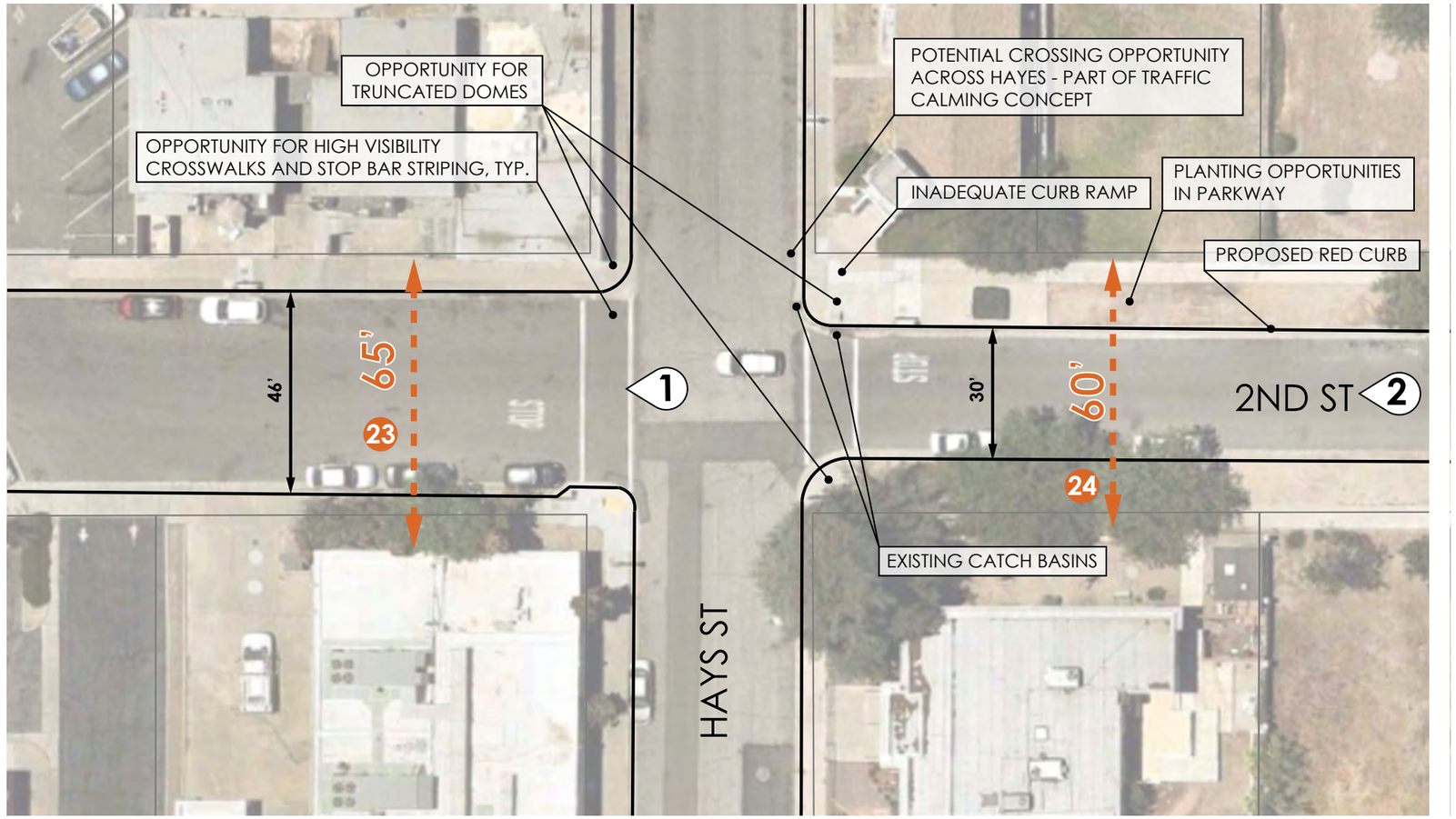


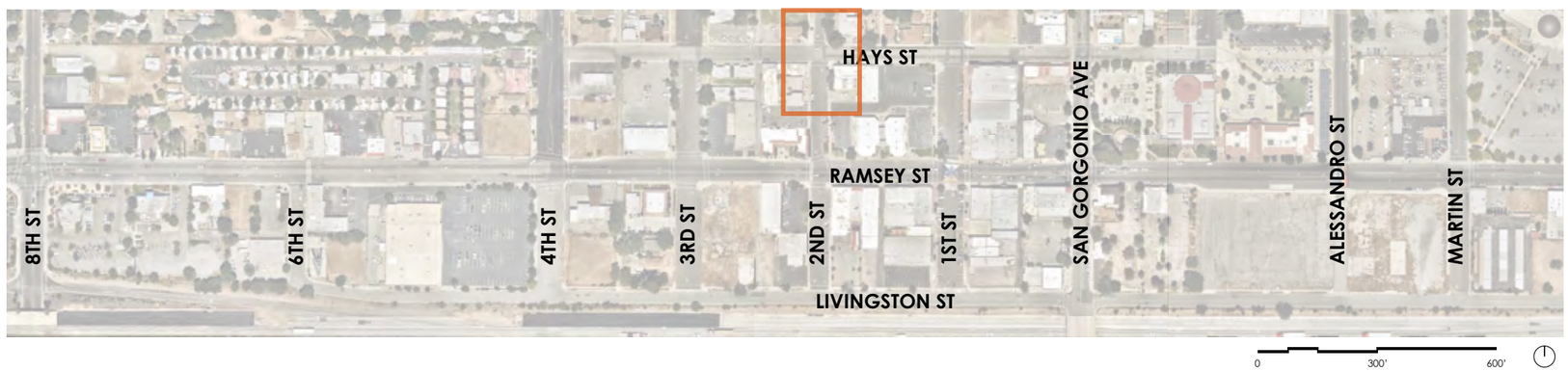


① Narrow Street With Unmarked Parallel Parking



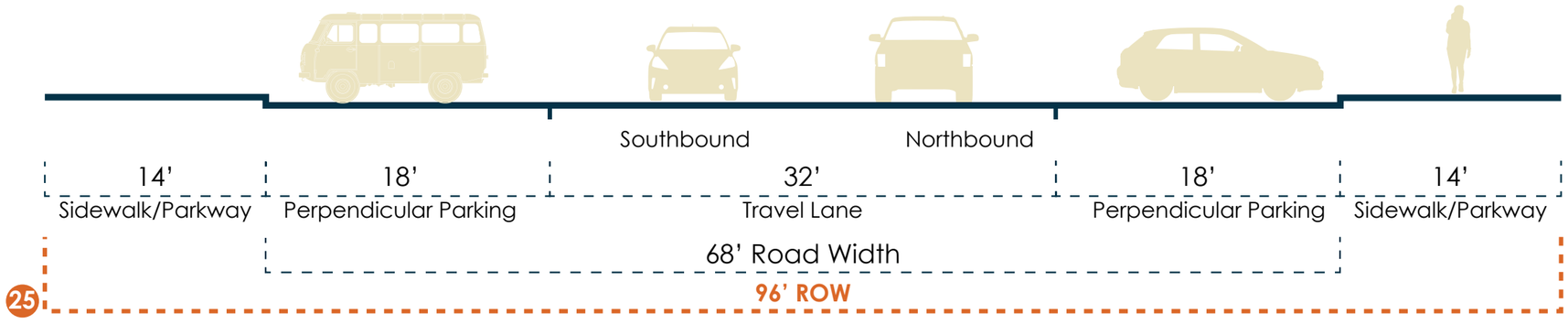
② Narrow Street With Unmarked Parallel Parking


OPPORTUNITY FOR TRUNCATED DOMES
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.
POTENTIAL CROSSING OPPORTUNITY ACROSS HAYES - PART OF TRAFFIC CALMING CONCEPT
INADEQUATE CURB RAMP
PLANTING OPPORTUNITIES IN PARKWAY
PROPOSED RED CURB
EXISTING CATCH BASINS
46'
65'
23
1
30'
60'
24
2ND ST
2
HAYS ST
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'

1st St & Livingston/Ramsey

The segment of 1st St between Livingston and Ramsey looks and functions more as a parking lot than a street with either side having perpendicular parking and curbed driveway ramps in and out of the street onto Ramsey and Livingston. The street width is 68' with a 96' ROW divided by a dashed single line. The planters at the end with trees make sight-lines for turning onto adjacent streets difficult and are not standard in their location on what would be standard curb extension area. Opportunity for 1st to be a shared street that could allow some parking might make this central street of downtown more of desirable place to be and host events in town.





① Driveway Entrance With Planters to Perpendicular Parking



② Planters Block Sightline



③ Angled Parking

1ST ST & LIVINGSTON ST INTERSECTION TREATED AS DRIVEWAY

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS AND STOP BAR STRIPING, TYP.

OPPORTUNITY FOR MURALIZATION TO REDO AND MAINTAIN

1

2

3

32'

68'

96'

25

1ST ST

LIVINGSTON ST

RAMSEY ST

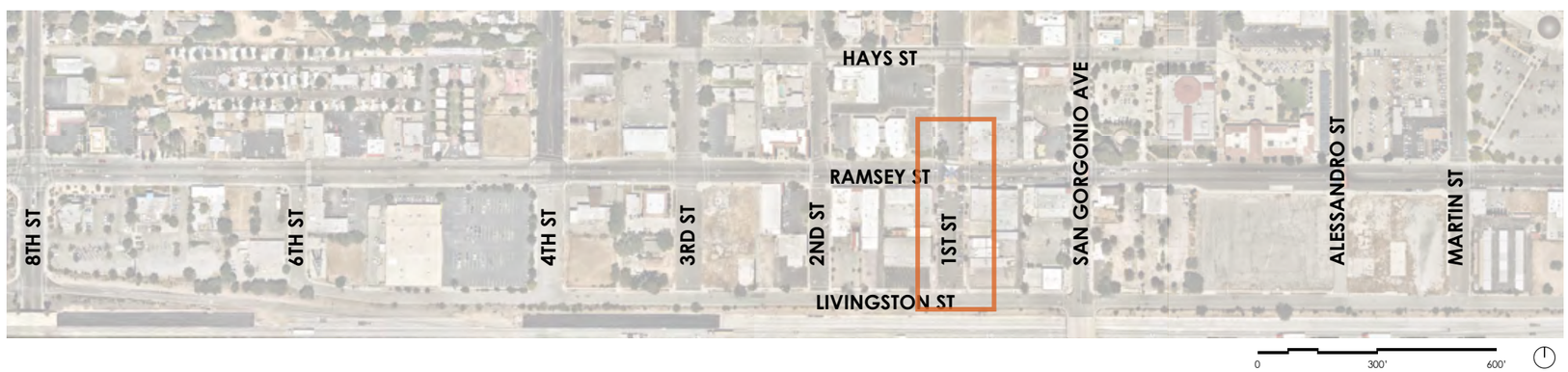
ONLY SIDE STREET WITH CENTER LINE STRIPING

OVERALL QUESTION: IS 1ST ST TREATED LIKE A STREET OR A PARKING LOT? HOW IS IT REGULATED - TREATED LIKE A ROADWAY SEGMENT

PROVIDE SIGHTLINES FOR VEHICLES TO PROCEED FORWARD

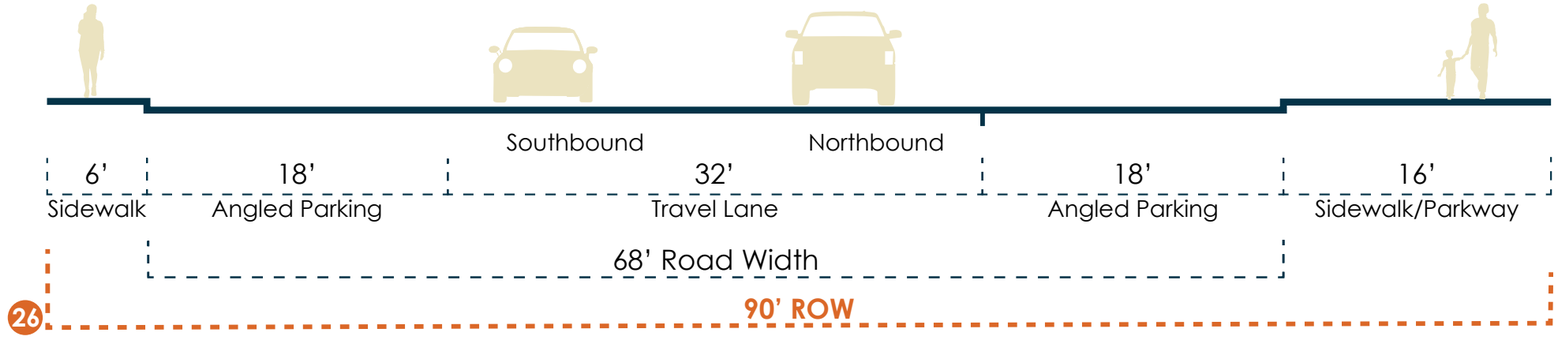
OPPORTUNITY FOR TRUNCATED DOMES

0 50' 100'



1st St & Hays

To the north, the parking on 1st St is angled along the same street width of 68' and reduced ROW of 90' from 96' south of Ramsey. The sidewalk on the southbound side is 6' wide which is narrow for users accessing cars and downtown, especially having to navigate around light posts. Narrowing the 32' travel lane could help with traffic calming and allow for more sidewalk space in addition to curb extensions.

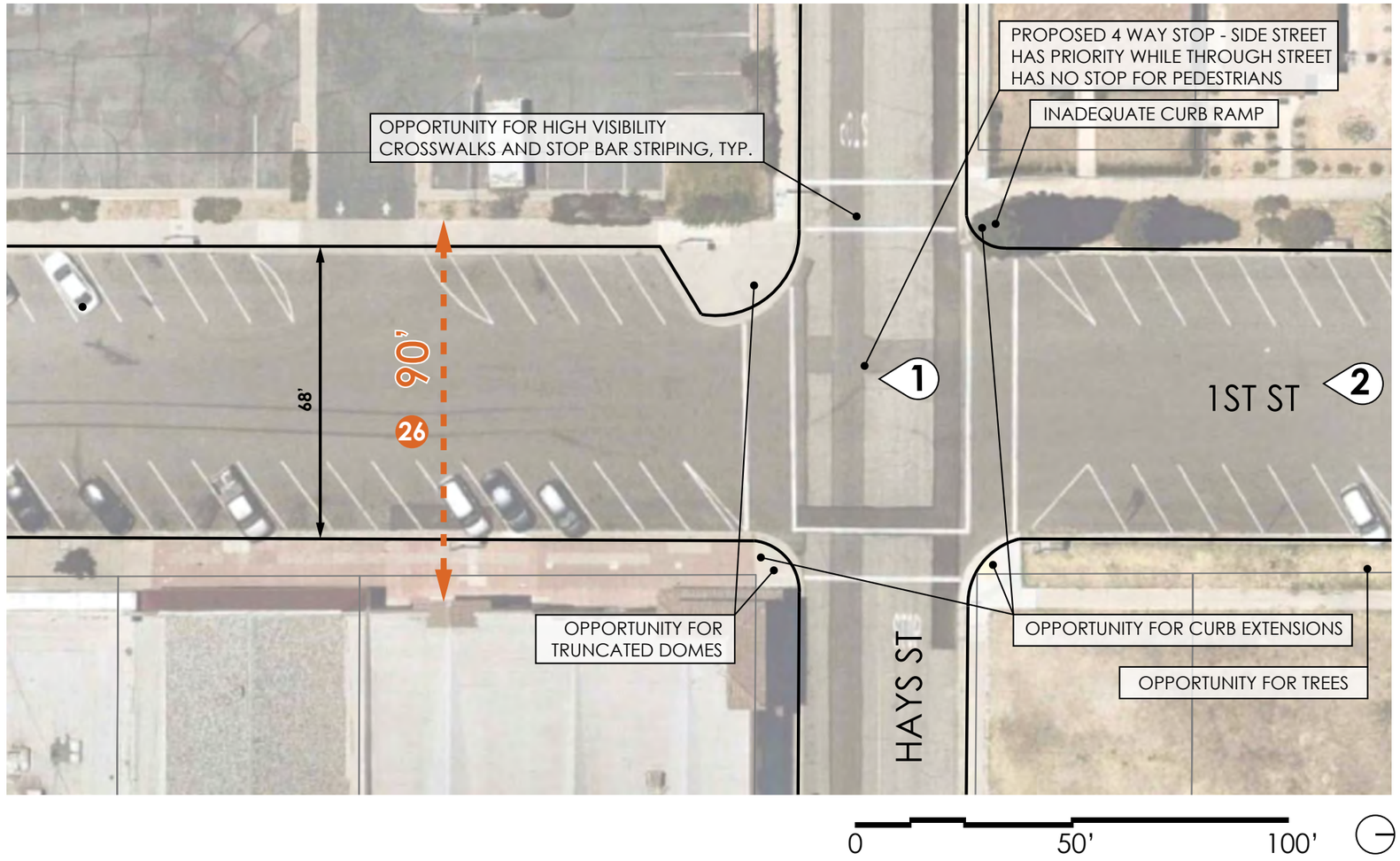


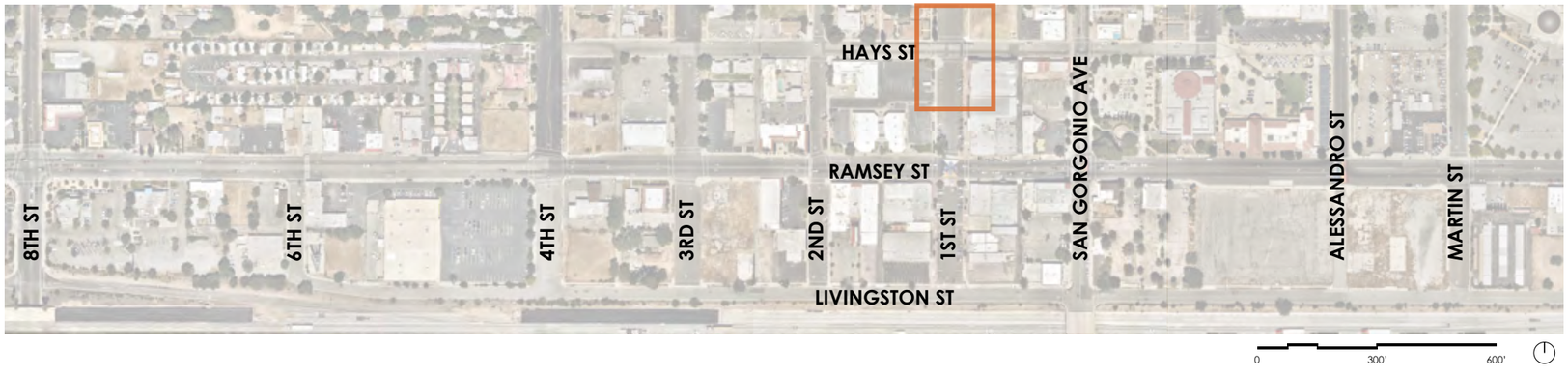


① Opportunity for Trees and Curb Extension



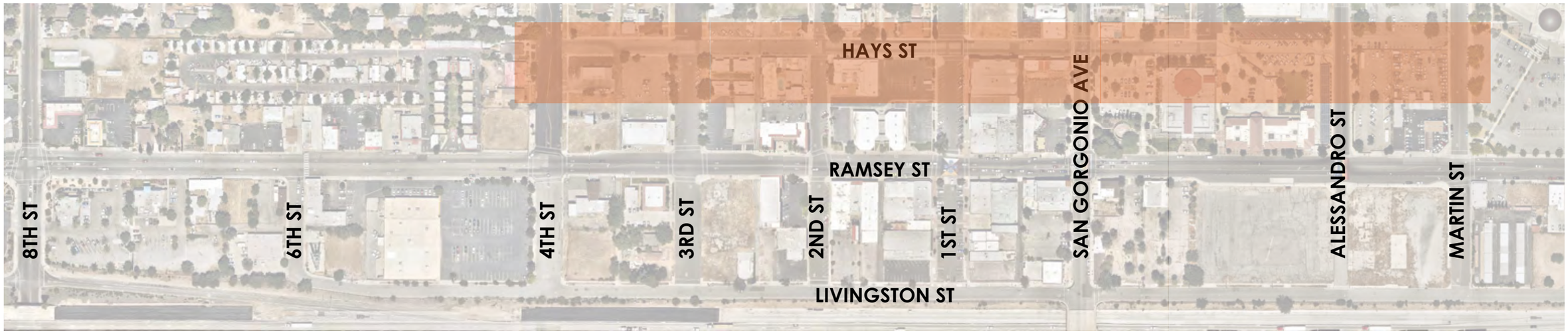
② Opportunity for Trees and Curb Extensions


OPPORTUNITY FOR HIGH VISIBILITY
CROSSWALKS AND STOP BAR STRIPING, TYP.
PROPOSED 4 WAY STOP - SIDE STREET
HAS PRIORITY WHILE THROUGH STREET
HAS NO STOP FOR PEDESTRIANS
INADEQUATE CURB RAMP
68'
90'
26
1
1ST ST
2
OPPORTUNITY FOR
TRUNCATED DOMES
HAYS ST
OPPORTUNITY FOR CURB EXTENSIONS
OPPORTUNITY FOR TREES
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'

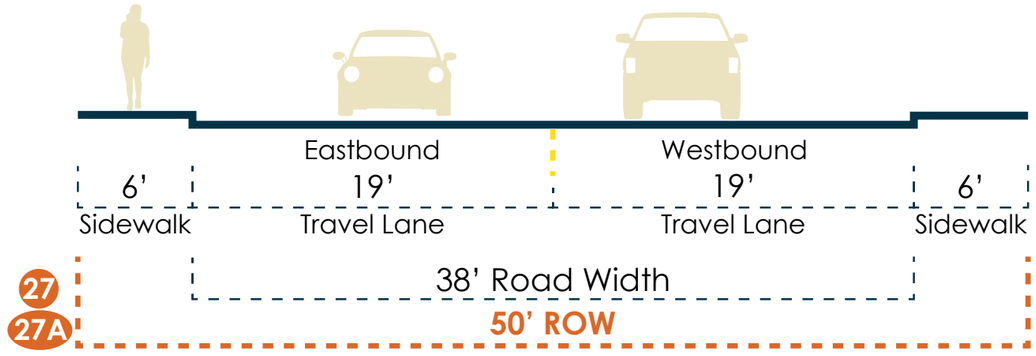
SECTION DIAGRAMS - HAYS STREET

Hays St runs parallel to Ramsey St north of it. The segment of Hays Street in the study area is between 4th St and Martin St. Hays is where the downtown area begins to blend in with neighboring residential and community focused sites like schools, libraries, and places of worship.


HAYS ST
SAN GORGONIO AVE
ALESSANDRO ST
MARTIN ST
RAMSEY ST
8TH ST
6TH ST
4TH ST
3RD ST
2ND ST
1ST ST
LIVINGSTON ST
0
300'
600'

Hays & 4th St/3rd St

Hays between 4th St and 3rd St is a 38' street with 50' ROW and has no markings but allows for parallel parking. Re-striping the street with one side parking removed and adding crosswalks and stopping bars could provide space for active transportation users and safe crossings.





① Obstructed Sidewalk



② Opportunity for High Visibility Crossings

EXISTING ROW ALLOWS FOR PARKING ON BOTH SIDES AND TRAVEL LANE IN EACH DIRECTION - LIMITED PARKING USE COULD PROVIDE ADDITIONAL SPACE FOR AT FACILITY IF REMOVED FROM ONE SIDE

1

50'

27

38'

19'

19'

HAYS ST

2

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

OPPORTUNITY TO ADD CURB EXTENSIONS ACROSS HAYS ST

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

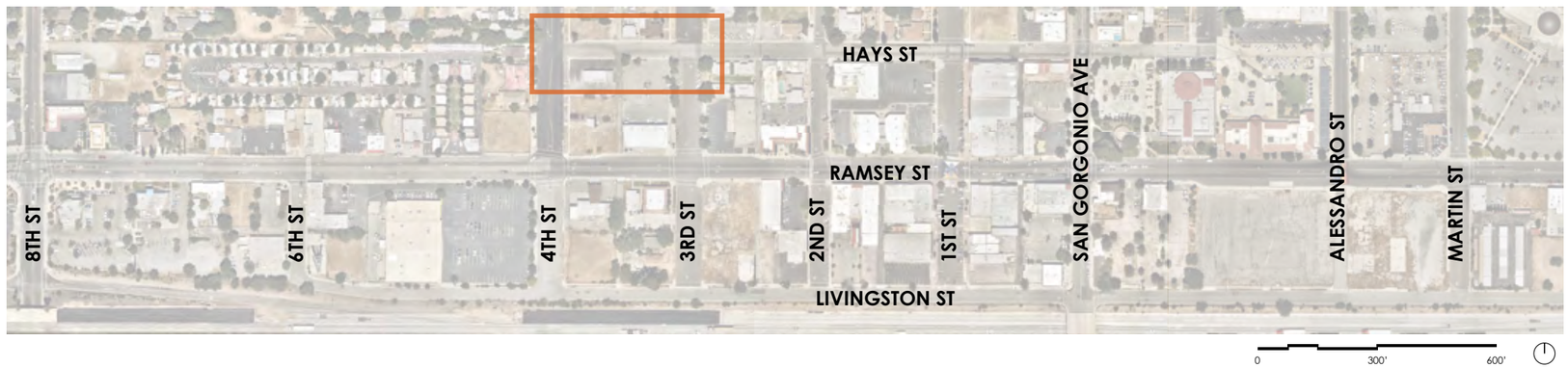
OPPORTUNITY FOR CURB EXTENSIONS ACROSS 3RD ST

4TH ST

3RD ST

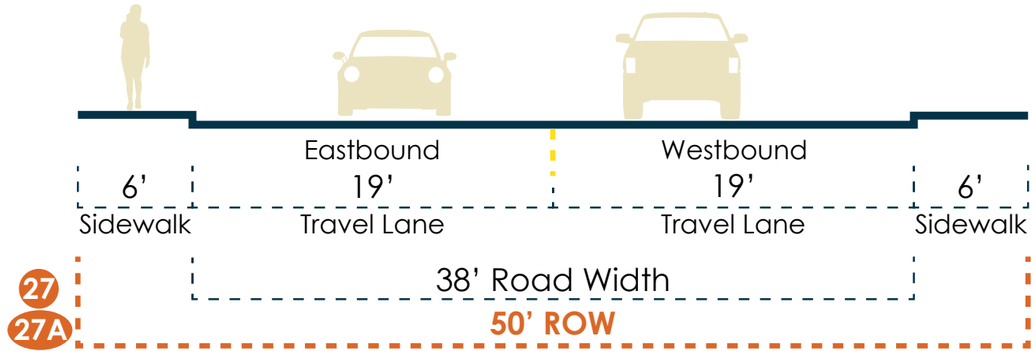
STOP

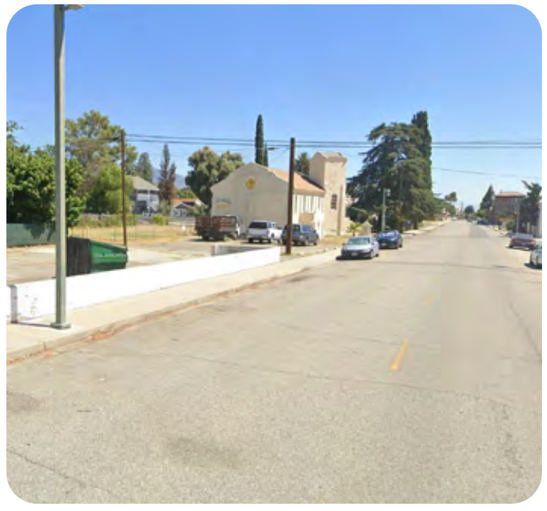
0 50' 100'



Hays & 2nd St

Hays at 2nd St is the same 38' street with 50' ROW and limited striping. The intersection of Hays and 2nd St should be considered in the larger network planning for access to the nearby grade schools.





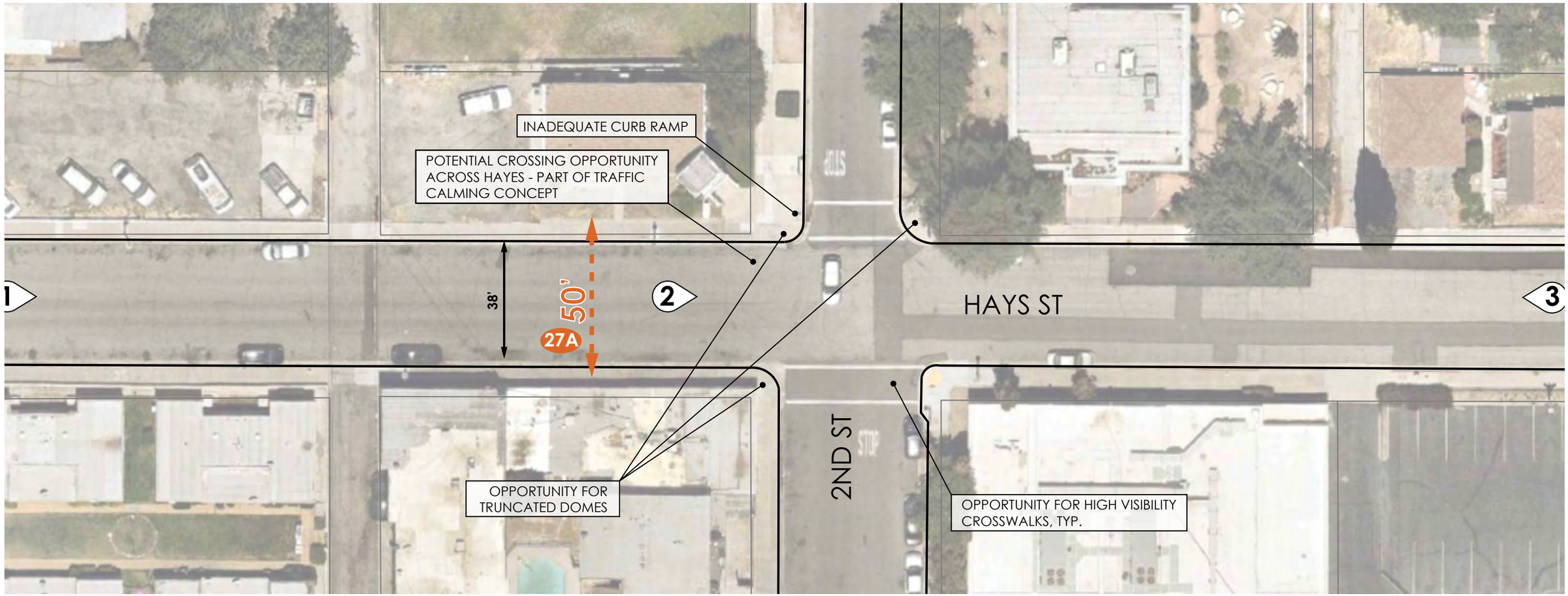
① Obstructed Narrow Sidewalk

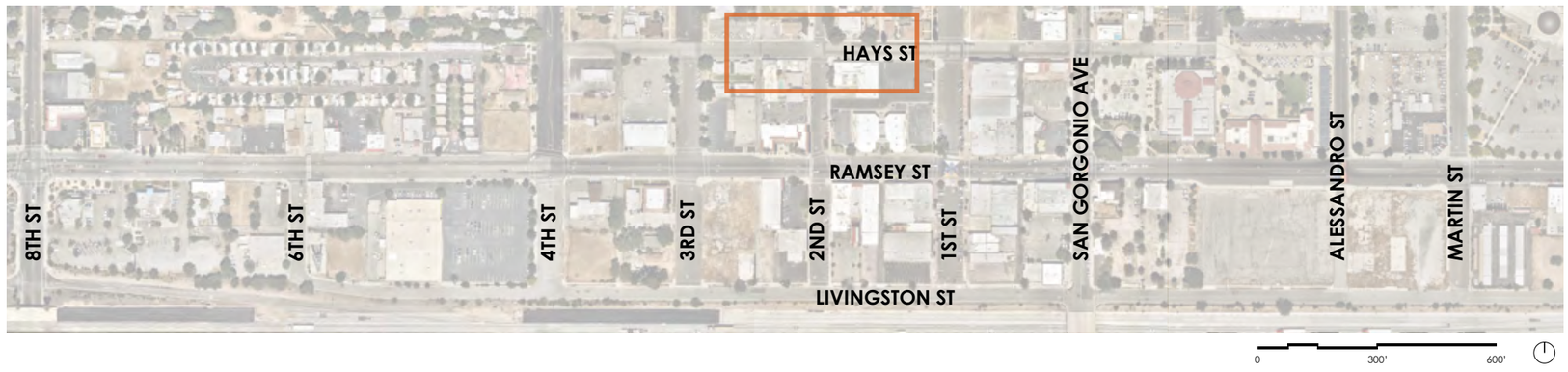


② Opportunity for High Visibility Crossing & Curb Extensions



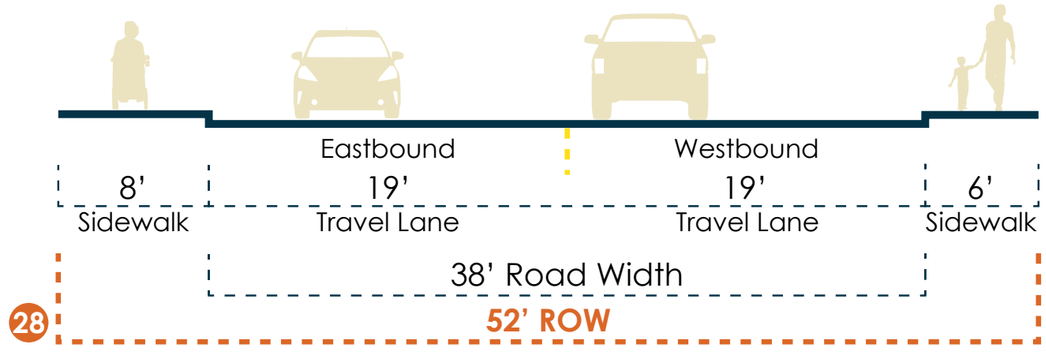
③ Obstructed Narrow Sidewalk


INADEQUATE CURB RAMP
POTENTIAL CROSSING OPPORTUNITY ACROSS HAYES - PART OF TRAFFIC CALMING CONCEPT
38'
50'
27A
1
2
3
HAYS ST
2ND ST
OPPORTUNITY FOR TRUNCATED DOMES
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
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'

Hays & 1st St/San Gorgonio

Hays between 1st St and San Gorgonio is the same 38' street with a slightly wider 52' ROW and limited striping. The intersections of Hays and 1st St and San Gorgonio should be considered in the larger network planning for access to the nearby grade schools. High visibility crosswalks and curb extensions can make intersections more pedestrian and active transportation focused.





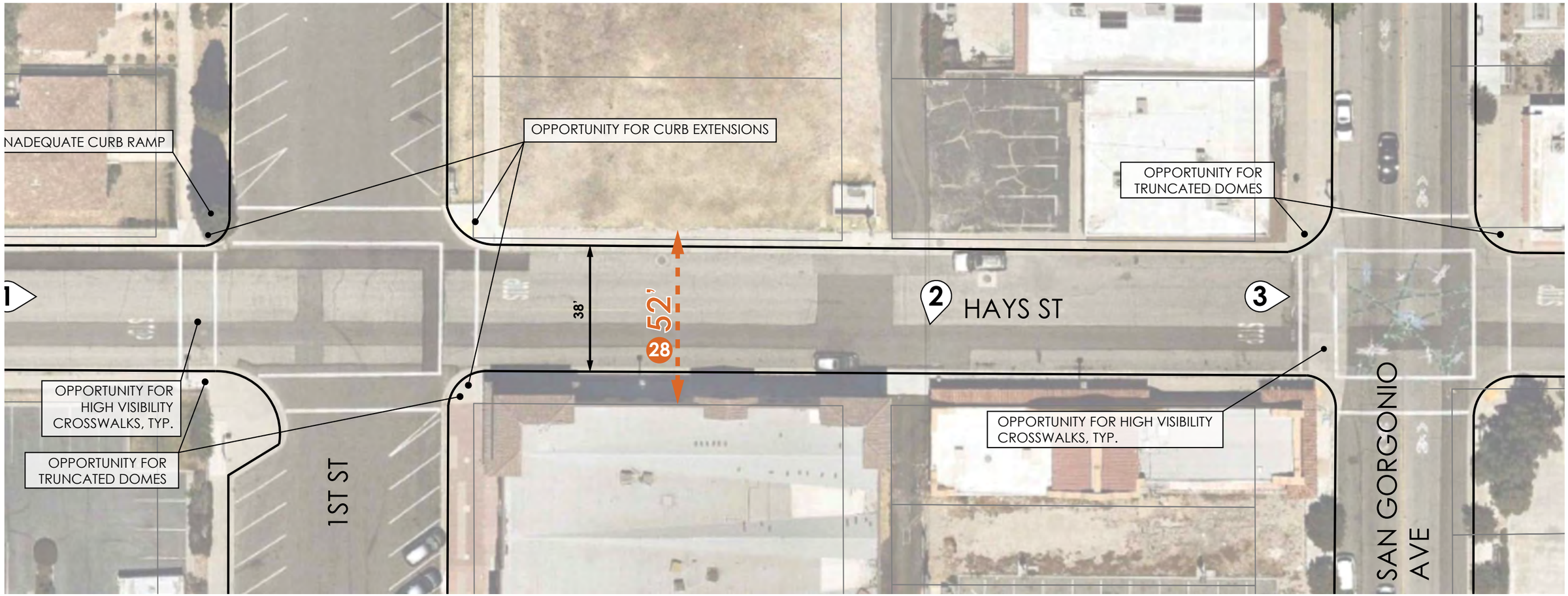
① Obstructed Narrow Sidewalk Opportunity for Curb Extensions

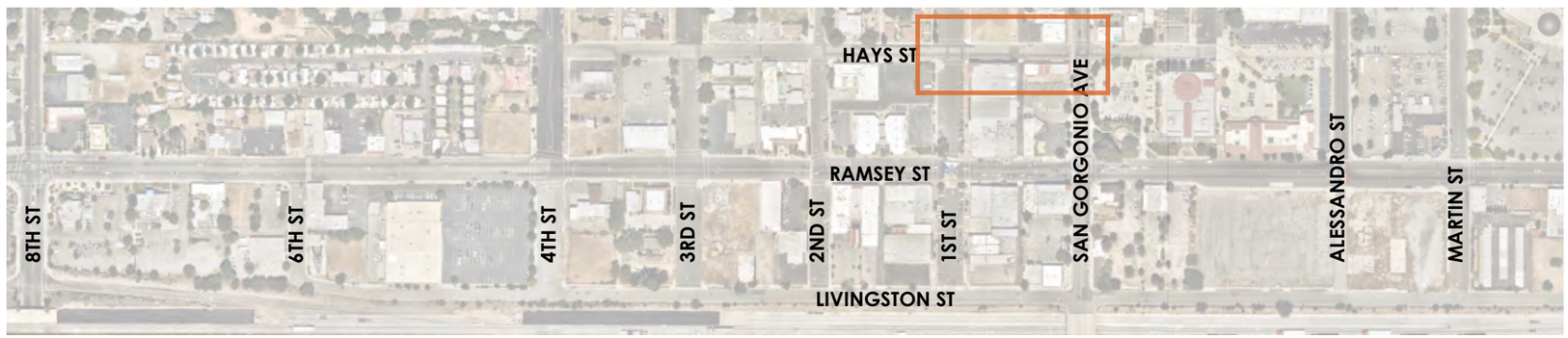


② Opportunity for Alley Connection to Ramsey



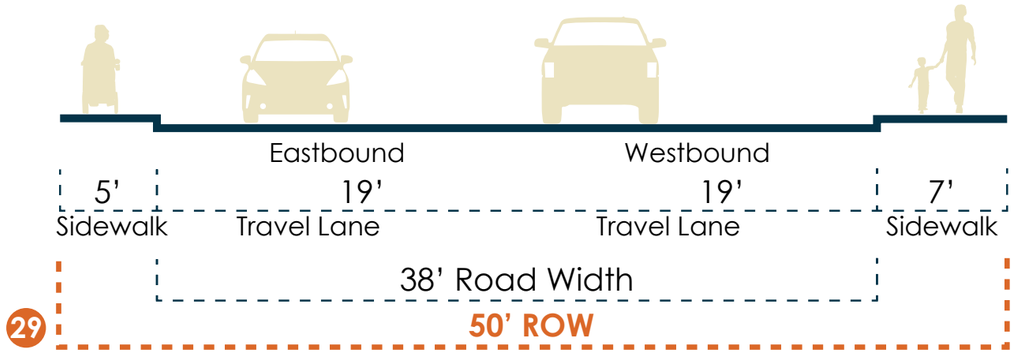
③ Opportunity for Curb Extensions and High Visibility Crossings


NADEQUATE CURB RAMP
OPPORTUNITY FOR CURB EXTENSIONS
OPPORTUNITY FOR TRUNCATED DOMES
1
2
HAYS ST
3
38'
52'
28
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
OPPORTUNITY FOR TRUNCATED DOMES
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
1ST ST
SAN GORGONIO AVE
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'

Hays & Murray

The eastern edge of Hays ends at the intersection with Murray. The segment of Hays between Murray and Alessandro is walled off for the police station vehicle parking and will most likely not be changed. Improvements to the intersection and Hays include a high visibility crosswalk of Murray and wider sidewalks.





① Opportunity for High Visibility Crosswalk



② Narrow Sidewalks and Green Curbs

OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.

OPPORTUNITY FOR TRUNCATED DOMES

MURRAY ST

HAYS ST

50'

29

38'

1

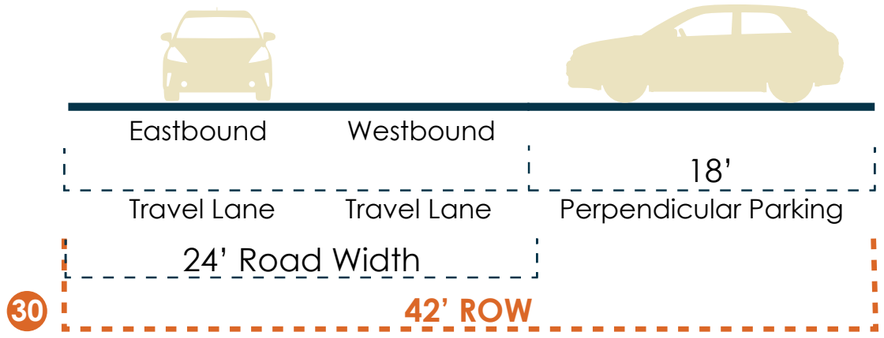
2

0 50' 100'



Hays & Murray

The segment of Hays between Alessandro and Martin is another street similar to south 1st St that has been conditioned as a parking lot with driveway type entrances. With the closure of Hays by the police station, this additional parking lot of Hays leads to a disruption of the grid. The 18 parking spaces along the south side of Hays are assumed to be part of the parking lot marked for Riverside County Employee and Public parking. Reallocating these spaces elsewhere could easily be done via signage along one of the adjacent half blocks of Martin or Alessandro street parking. If these 18 spaces are only used by the public, they could also be eliminated entirely, as the adjacent streets have ample parking. Reclaiming this street could provide space to use as a shared-slow street that the city could use for events or host food trucks serving city employees at the court house, post office, and police station among others.





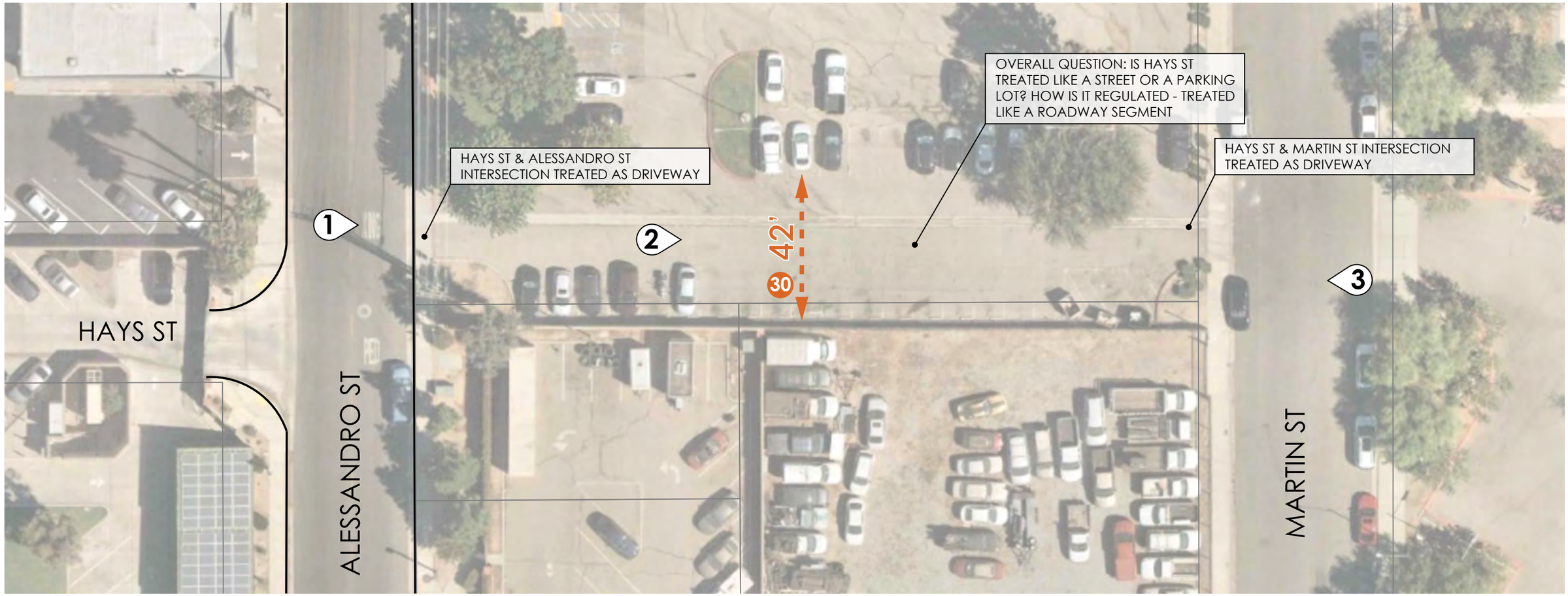
① Driveway Eintrance and Signage For Public Employee Parking

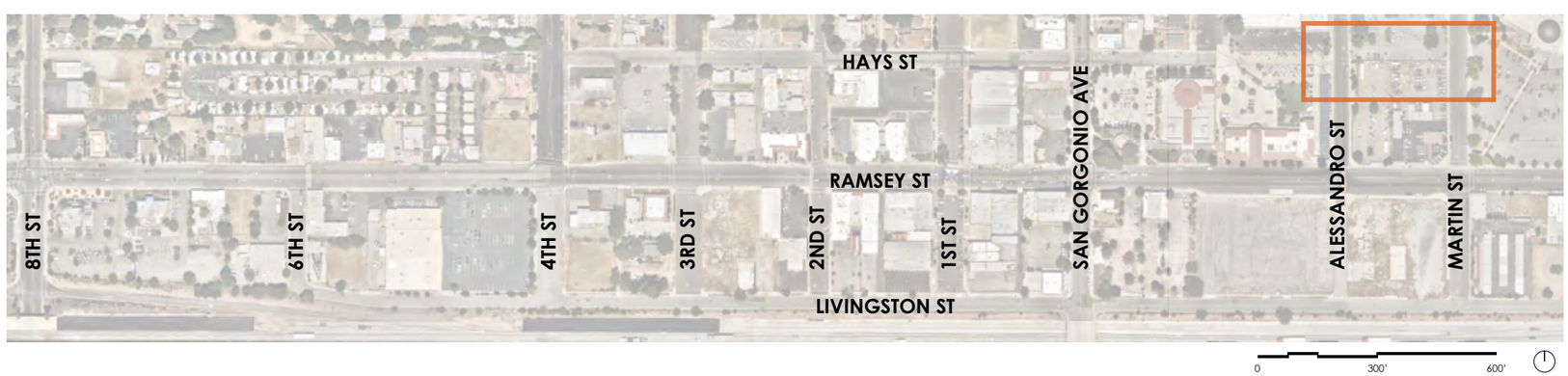


② Parking Lot Condition



③ Driveway Entrance

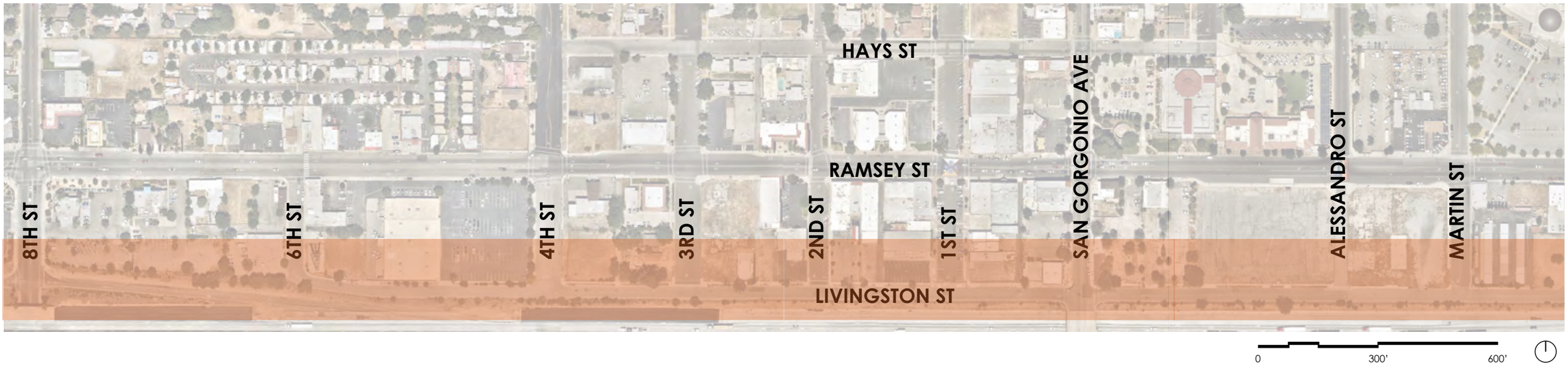

HAYS ST
ALESSANDRO ST
MARTIN ST
1
2
3
42'
30
HAYS ST & ALESSANDRO ST
INTERSECTION TREATED AS DRIVEWAY
OVERALL QUESTION: IS HAYS ST
TREATED LIKE A STREET OR A PARKING
LOT? HOW IS IT REGULATED - TREATED
LIKE A ROADWAY SEGMENT
HAYS ST & MARTIN ST INTERSECTION
TREATED AS DRIVEWAY
0
50'
100'


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'

SECTION DIAGRAMS - LIVINGSTON STREET

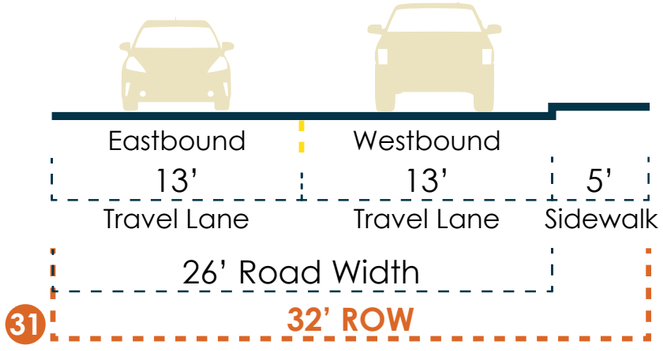
Livingston runs parallel to Ramsey and is south of it transitioning from South 6th on the west end to South Livingston on the west. This western edge is the next street over from Hargrave Street. Livingston is bisected by North San Gorgonio Ave and acts as the “back of house” street for Ramsey.

Potential for parking exists all along Livingston and this street could play an important role in creating a more pedestrian focused downtown main street on Ramsey.


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'

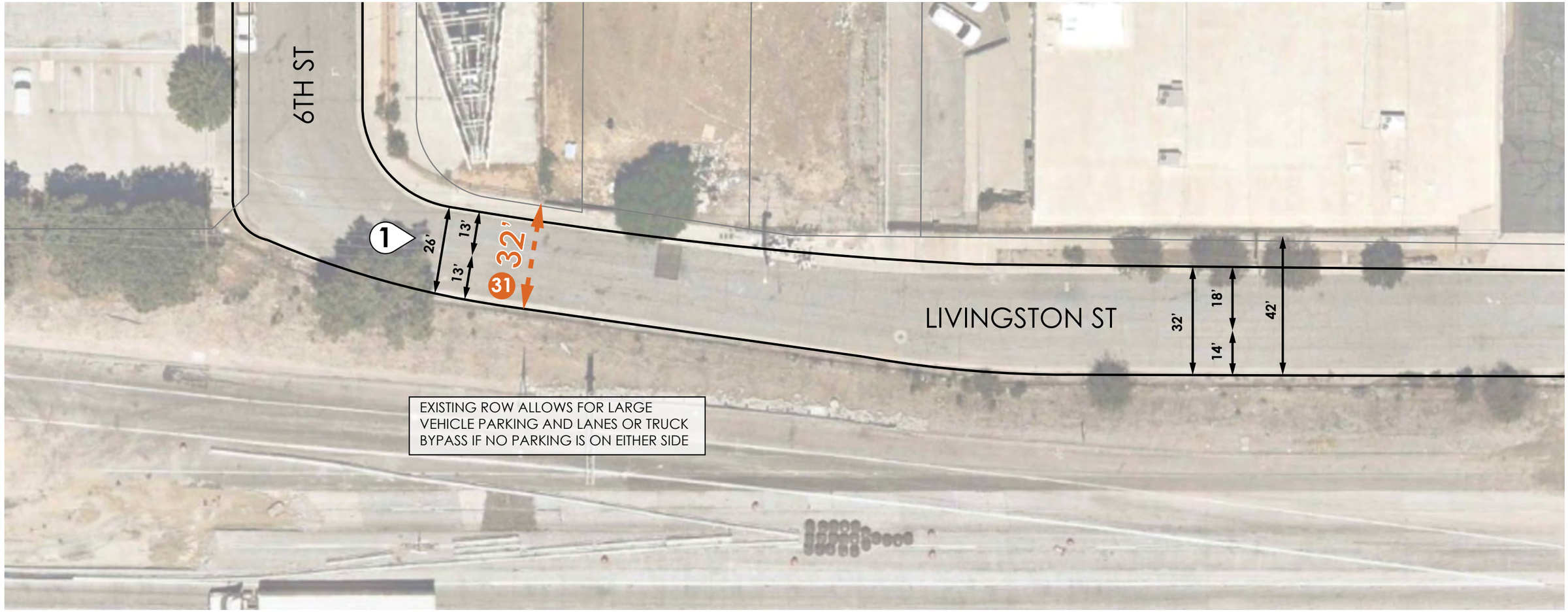
Livingston & 6th St

Livingston connects at the western end to the southern end of 6th St directly adjacent to the northern side of interstate 10. The street width of Livingston is 26' with a ROW of 42' except for the few hundred feet connecting to 6th St without tree lawn. Widening the sidewalk will provide more access for pedestrians, especially if more parking is allocated to Livingston to offset removal elsewhere.





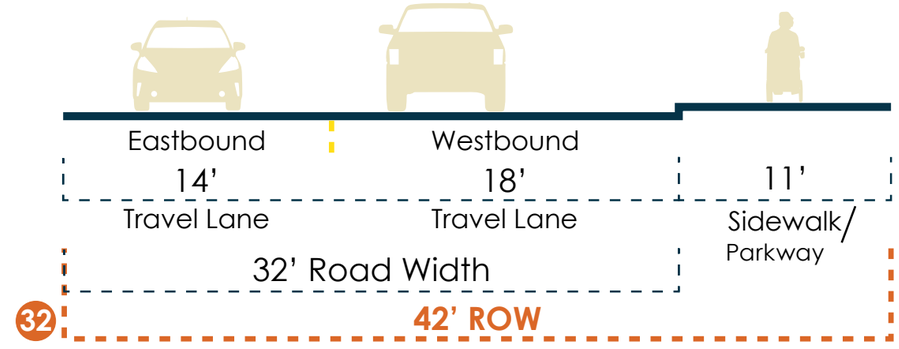
① Obstructed Narrow Sidewalk


6TH ST
1
26'
13'
13'
32'
31
LIVINGSTON ST
32'
18'
14'
42'
EXISTING ROW ALLOWS FOR LARGE
VEHICLE PARKING AND LANES OR TRUCK
BYPASS IF NO PARKING IS ON EITHER SIDE


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'

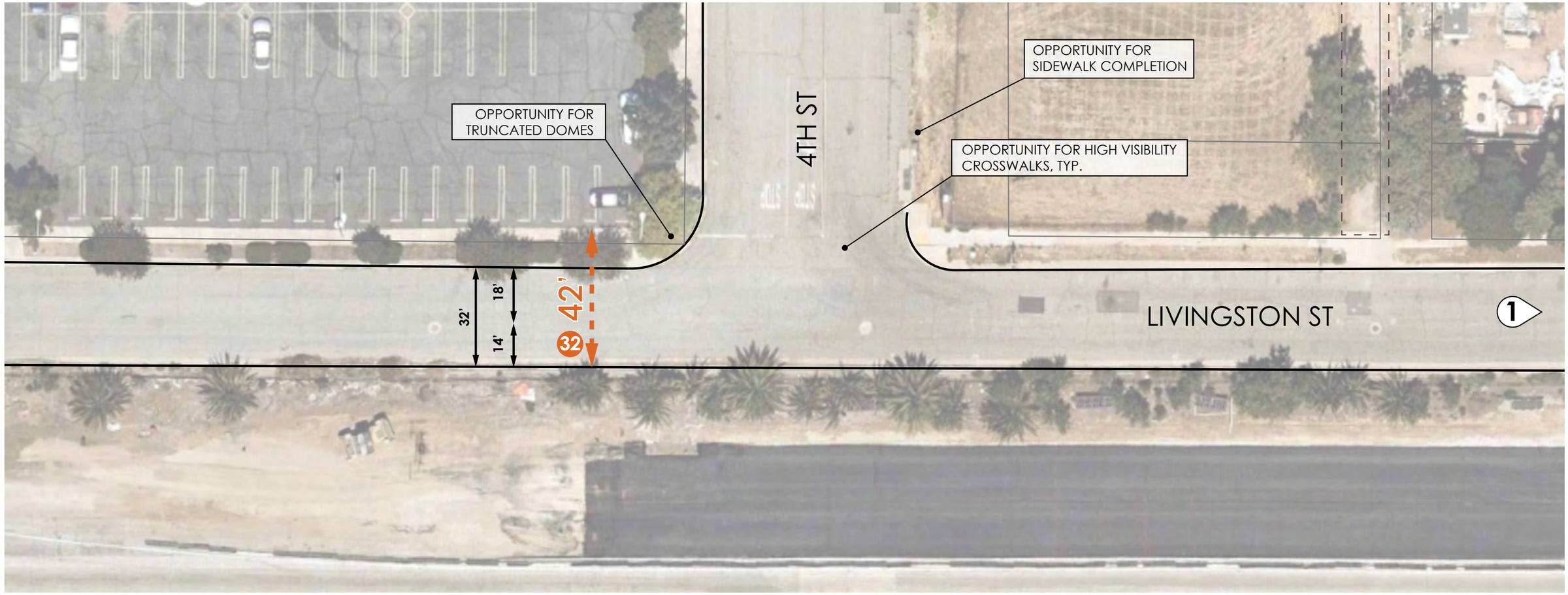
Livingston & 4th St

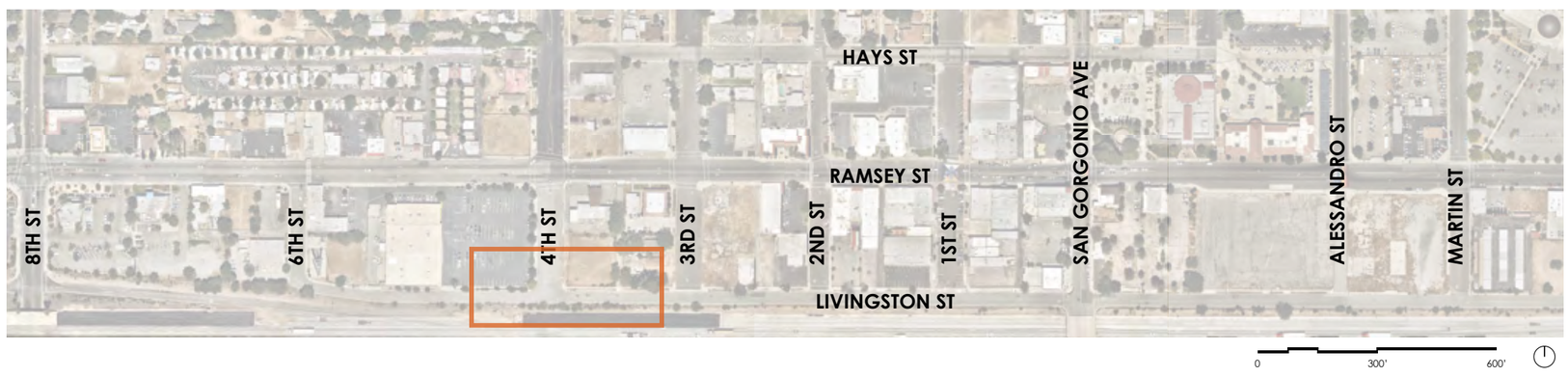
This section of Livingston is the same 42’ ROW and has opportunity to have high visibility crosswalk at 4th St. Other opportunity for more trees in the parkway exists on the northeast corner.





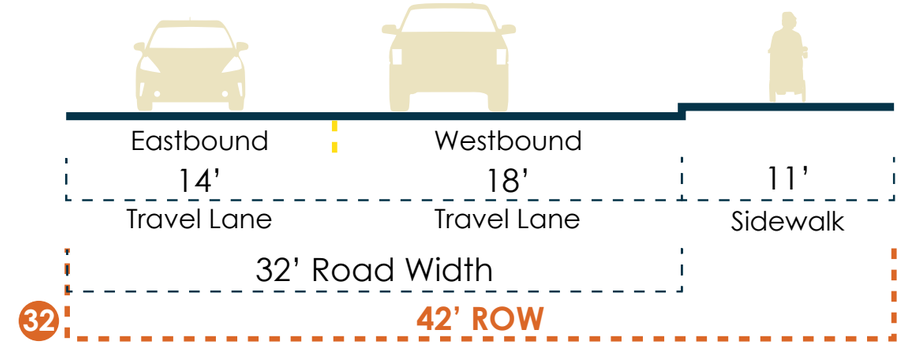
① Narrow Sidewalk


OPPORTUNITY FOR
TRUNCATED DOMES
OPPORTUNITY FOR
SIDEWALK COMPLETION
OPPORTUNITY FOR HIGH VISIBILITY
CROSSWALKS, TYP.
4TH ST
LIVINGSTON ST
1
32'
18'
14'
42'
32
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'

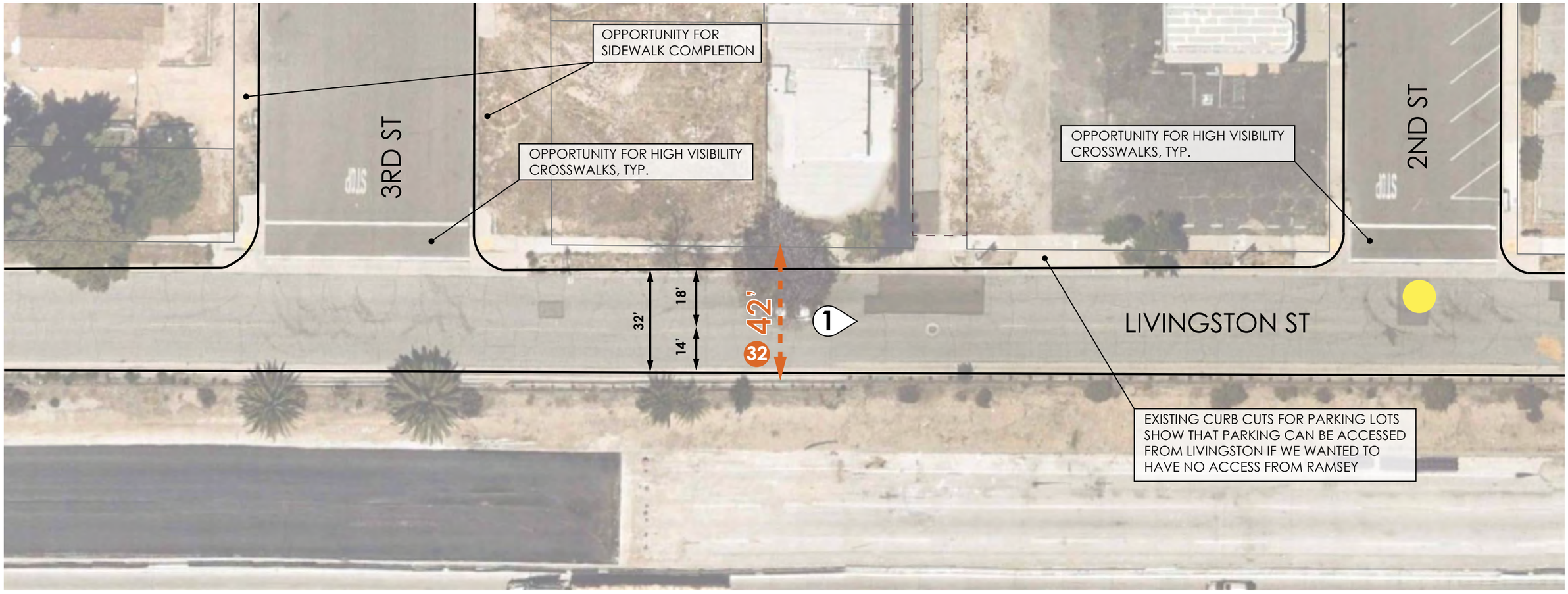
Livingston & 3rd St/2nd St

In this section a driver heading east hit a 31 year old female pedestrian headed east. High visibility crosswalks along Livingston for these cross streets would make safer conditions for those walking to their cars, or pedestrians accessing this part of the study area. This section also shows how properties could be accessed only by Livingston versus both Livingston and connecting to Ramsey via streets like 2nd St shown here.





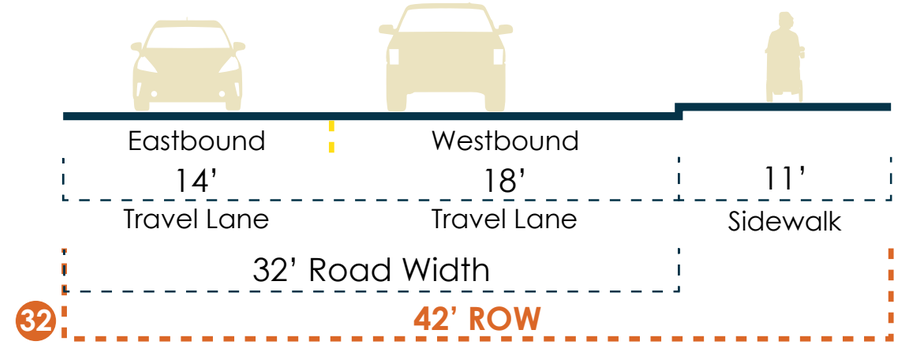
① Parking Lot Access From Livingston


OPPORTUNITY FOR SIDEWALK COMPLETION
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
3RD ST
2ND ST
STOP
STOP
LIVINGSTON ST
32'
18'
14'
42'
32
1
EXISTING CURB CUTS FOR PARKING LOTS SHOW THAT PARKING CAN BE ACCESSED FROM LIVINGSTON IF WE WANTED TO HAVE NO ACCESS FROM RAMSEY
PEDESTRIAN INJURY
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'

Livingston & 1st St

The intersection of 1st St and Livingston is more like a driveway to parking lot than intersection of streets. Planters block sight lines to Livingston. Determining how many spaces are used by which business on 1st St and adjacent lots will help determine how this street should exist as it is in the heart of the downtown and could potentially serve non automobile users better as a shared public space rather than parking lot.





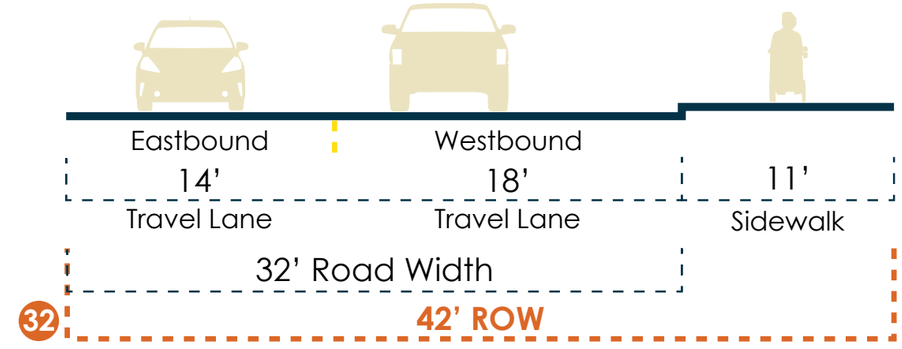
① Obstructed Site Lines


1ST ST
1ST ST & LIVINGSTON ST INTERSECTION
TREATED AS DRIVEWAY
32'
18'
14'
42"
32
1
LIVINGSTON ST
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'

Livingston & San Gorgonio

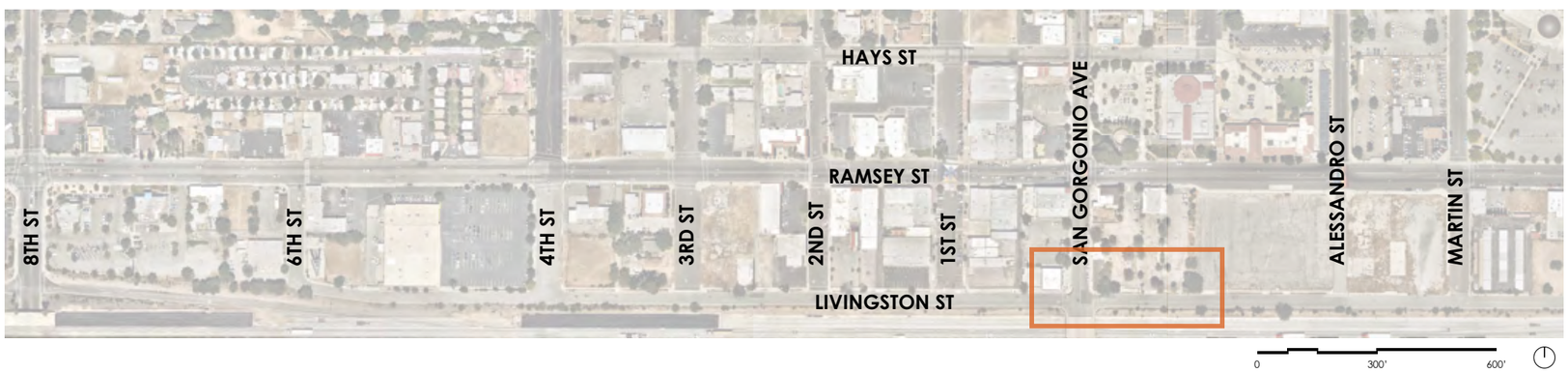
The intersection of Livingston and San Gorgonio is a potential gateway to the downtown as it is the first place users pass through when traveling on San Gorgonio across the I-10 bridge. Curb extensions would make crossing here safer along with high visibility crosswalks. Wider sidewalks and active transportation lanes on the San Gorgonio bridge will make traveling for non automobile users safer, especially those traveling to the high school south of downtown along this street.





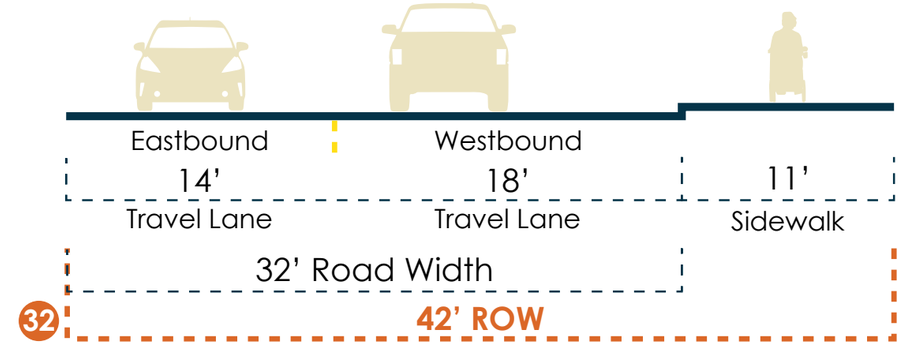
① Opportunity to Install ADA Compliant Curb Ramps and High Visibility Crossings


SAN GORGONIO AVE
LIVINGSTON ST
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
CURB RAMPS ARE NOT ADA COMPLIANT
1
42'
32
32'
32'
18'
14'
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'

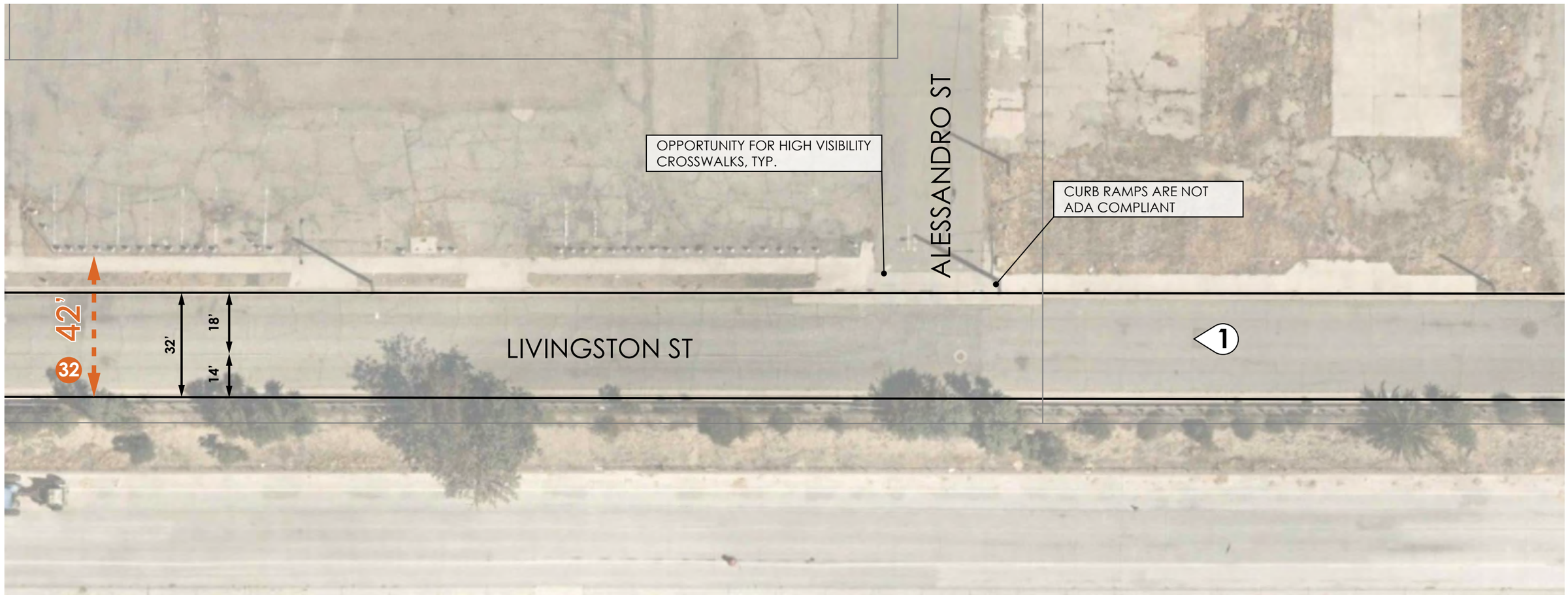
Livingston & Alessandro

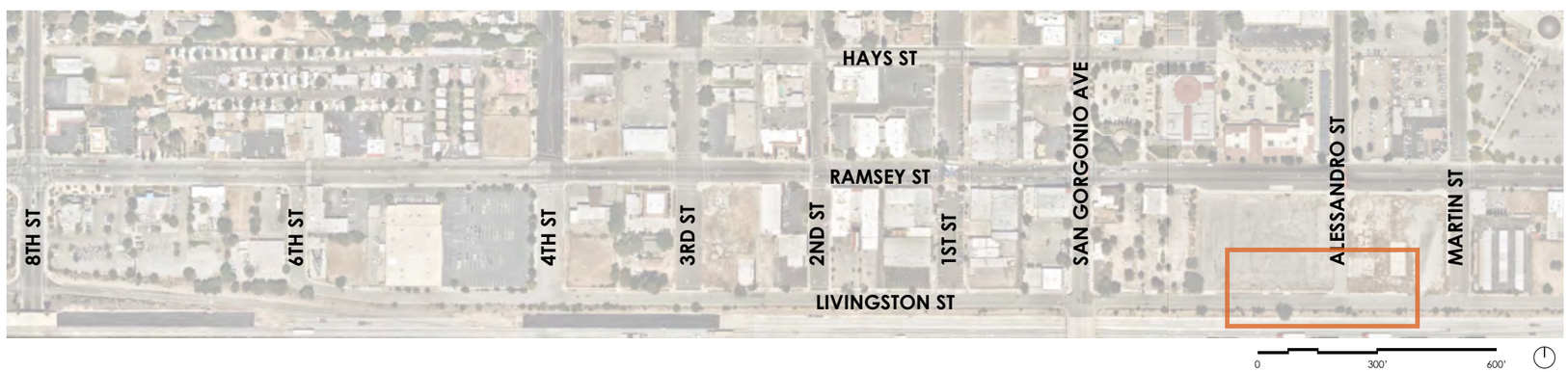
The segment of Alessandro here is between two vacant properties. Livingston continues from before with a 32’ road and 42’ ROW with only sidewalk on one side. There are metal posts with red diagonal signs in the roadway at the ends of the street preventing traffic from passing through, but hasn’t prevented people from using the properties for event staging/parking. It is unclear what the future of these properties is but could become a hotel.





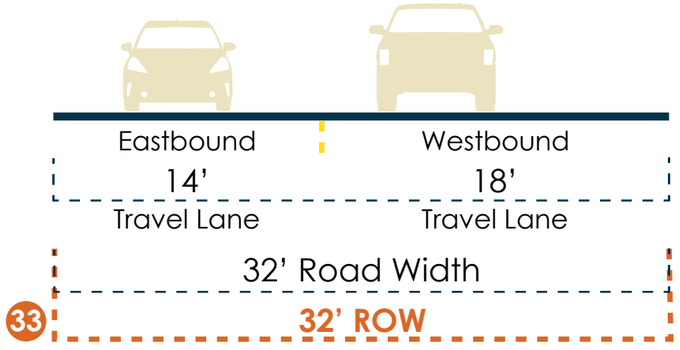
① Vacant Lots


OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
ALESSANDRO ST
CURB RAMPS ARE NOT ADA COMPLIANT
42'
32
32'
18'
14'
LIVINGSTON ST
1
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'

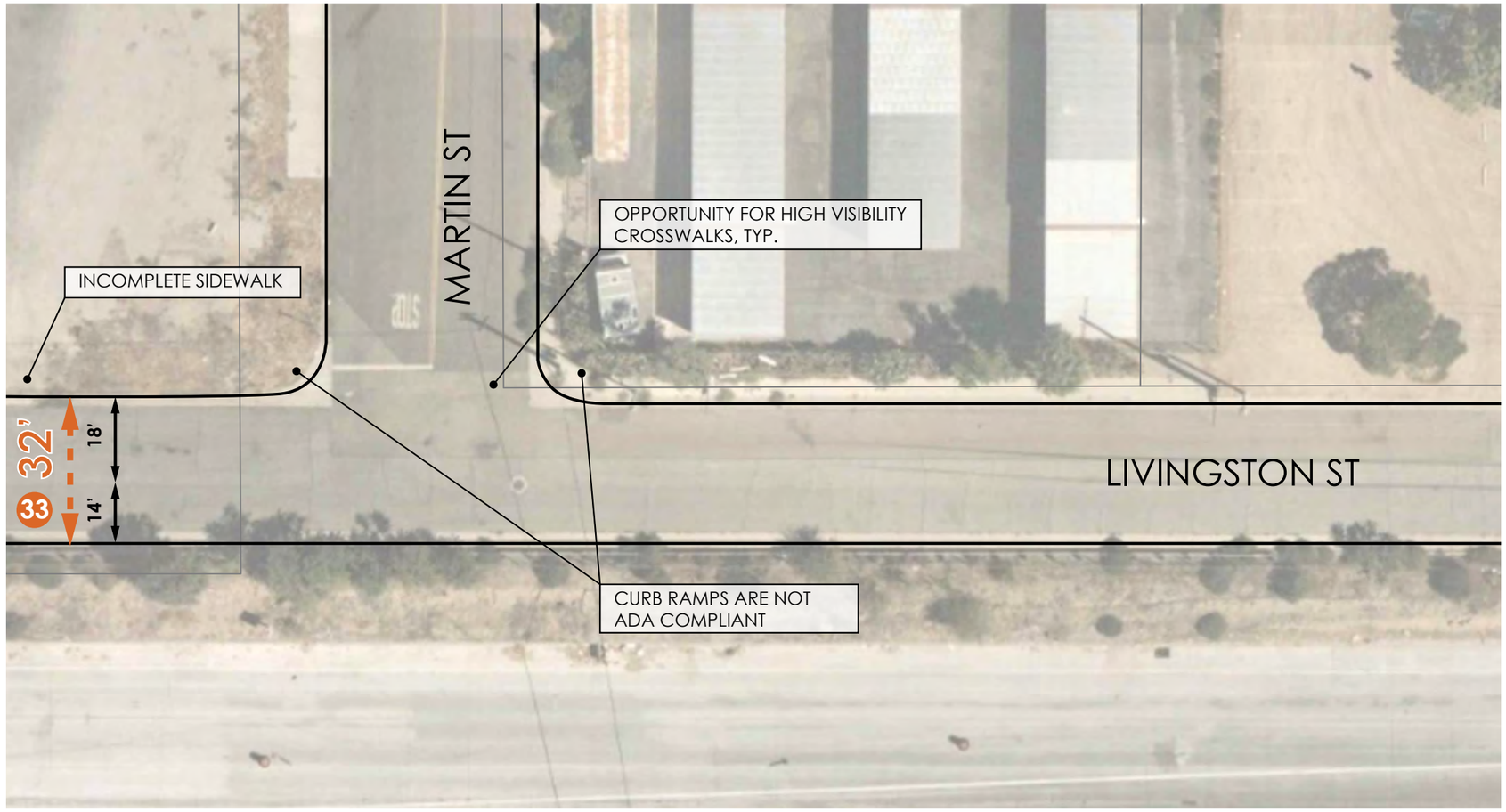
Livingston & Martin

Martin is the eastern boundary of the study area and the edge of the downtown adjacent to the court house. The intersection of Livingston and Martin could soon have more traffic as parking could be added to Livingston and diverted from other streets. Improvements at this intersection include completing the sidewalk along the eastern corner of Livingston and Martin as well as adding a crosswalk.





① Incomplete Sidewalk and Curb Ramps Not ADA Compliant


MARTIN ST
OPPORTUNITY FOR HIGH VISIBILITY CROSSWALKS, TYP.
INCOMPLETE SIDEWALK
LIVINGSTON ST
32'
18'
14'
33
CURB RAMPS ARE NOT ADA COMPLIANT
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'

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 engagment events both gain initial insights and later to get feedback on several design concept themes.

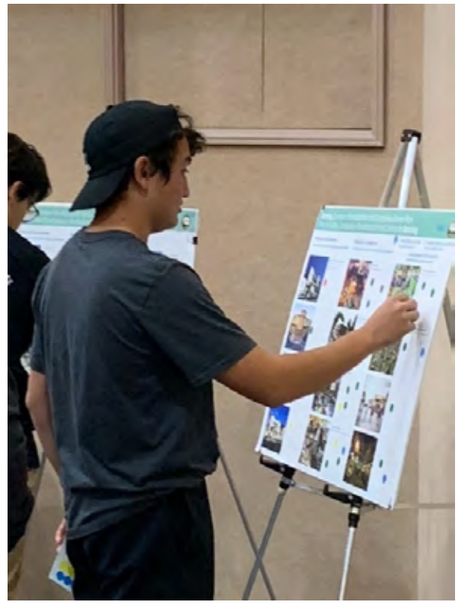

Banning Downtown Revitalization
Plan de Calles Completas y Revita
ng
Street Safety and Transportation
What would you like to see downtown? Add your comments!


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!

Community Engagement

Round 1 - Initial Engagement

The initial engagement took place on October 27th, 2022 at a number of places throughout the day. These included: Downtown Ad Hoc Committee, Banning High School, Nicolet Middle School, Central Elementary School, Community Meeting at City Hall. At these different locations the poject 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.



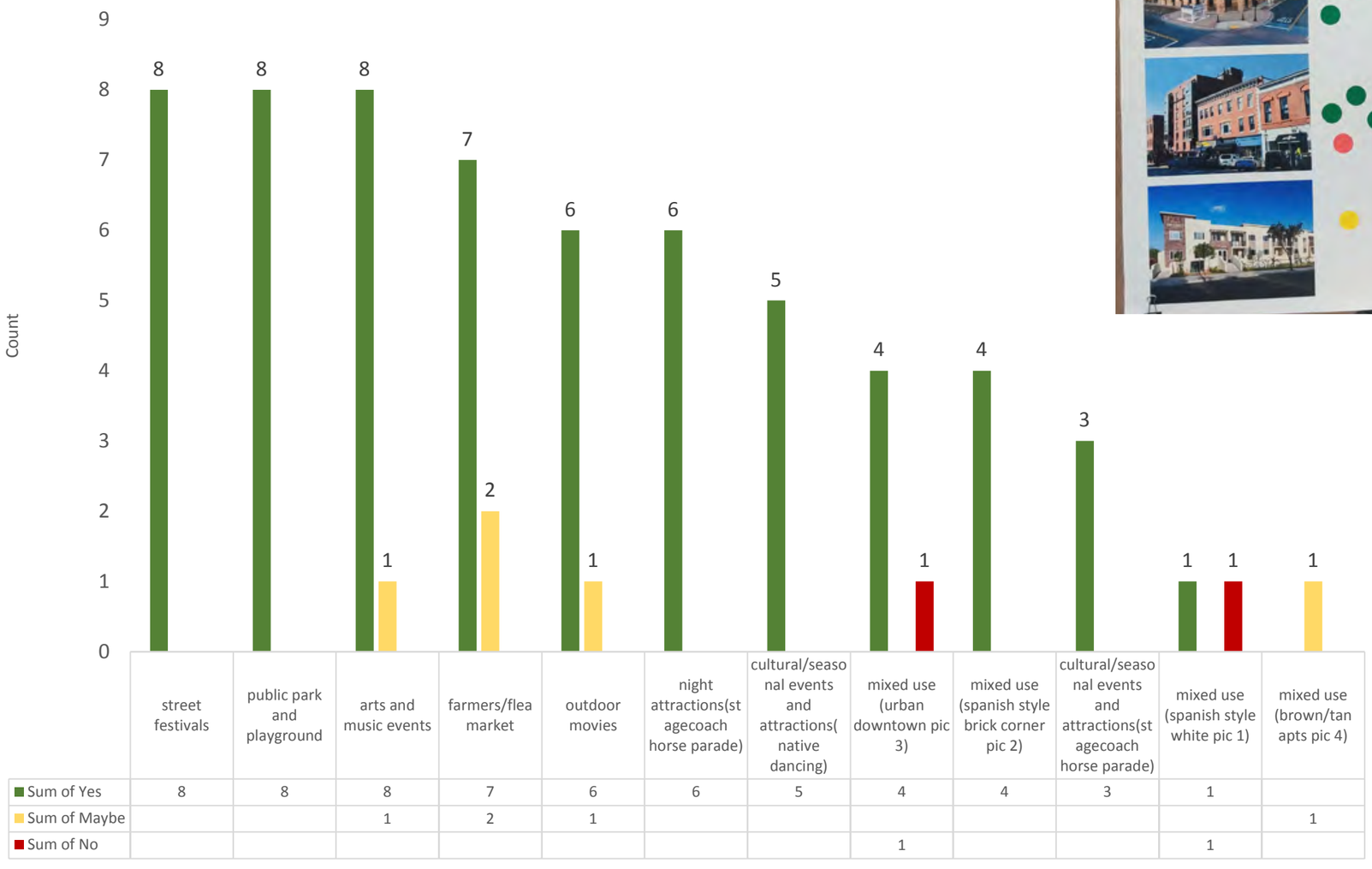


	Slow Streets 1 (tan road)	programmed alleys (yellow sculpture pic)	bike parking	Active street terrace (pic with barrels)	shade and comfort	programmed alleys (dairy block pic)	green stormwater management	Outdoor Gathering Space (beer garden pic)	fix it station	Slow Streets 2 (theater pic)	wayfinding	Active street terrace (green umbrella pic)
Sum of Yes	6	6	6	5	5	5	5	5	3	1	1	1
Sum of Maybe							1				1	
Sum of No				1				1				

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.



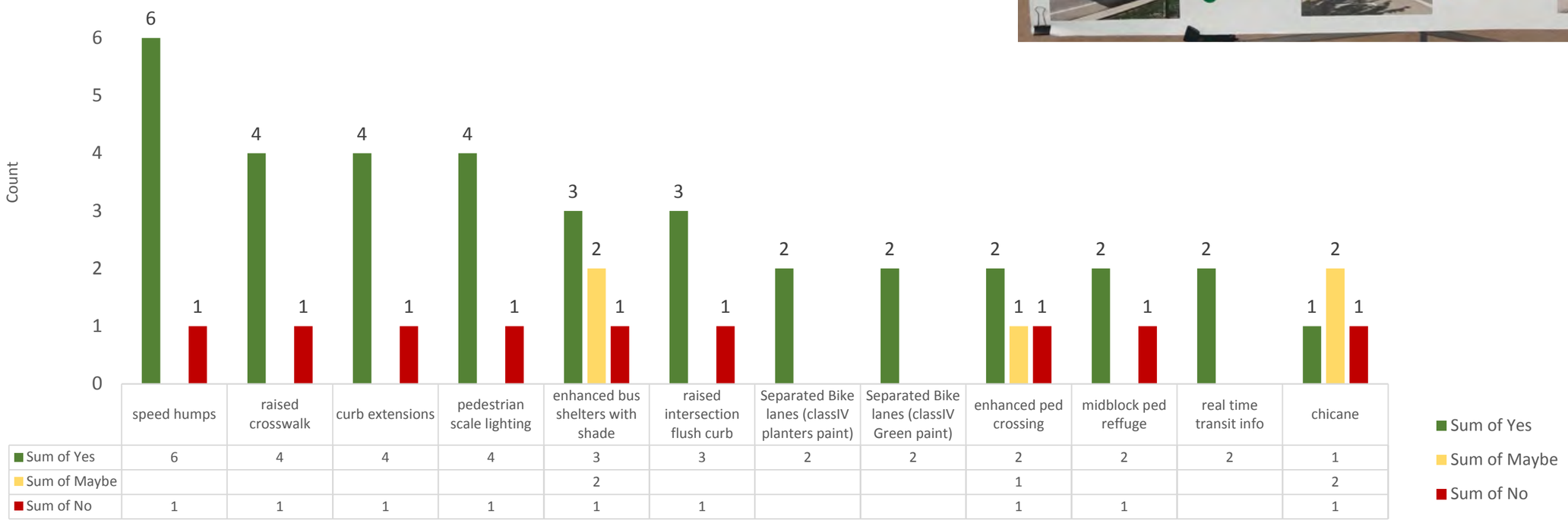


	street festivals	public park and playground	arts and music events	farmers/flea market	outdoor movies	night attractions(st agecoach horse parade)	cultural/seasonal events and attractions(native dancing)	mixed use (urban downtown pic 3)	mixed use (spanish style brick corner pic 2)	cultural/seasonal events and attractions(st agecoach horse parade)	mixed use (spanish style white pic 1)	mixed use (brown/tan apts pic 4)
Sum of Yes	8	8	8	7	6	6	5	4	4	3	1	
Sum of Maybe			1	2	1							1
Sum of No								1			1	

Street Safety and Transportation

Street improvements focusing on pedestrian and cyclist safety were supported with speed and making space for all users being 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.





	speed humps	raised crosswalk	curb extensions	pedestrian scale lighting	enhanced bus shelters with shade	raised intersection flush curb	Separated Bike lanes (classIV planters paint)	Separated Bike lanes (classIV Green paint)	enhanced ped crossing	midblock ped reffuge	real time transit info	chicane
Sum of Yes	6	4	4	4	3	3	2	2	2	2	2	1
Sum of Maybe					2				1			2
Sum of No	1	1	1	1	1	1			1	1		1

Initial Experience Survey

Throughout the duration of the project in addition in person engagement there were two online surveys which allowed for the community to provide input on the project. The first survey had had 250 complete responses and asked general questions about their use of downtowna 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. 20% a few times per month, 12% less than monthly, 12% a few times a week and 2.5% everyday.

WHAT WOULD MAKE YOU FEEL MORE COMFORTABLE OR SAFER WALKING, BIKING, ROLLING, OR TAKING TRANSIT DOWNTOWN? PLEASE CHOSE TOP 3.

Respondents so far of the open survey 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'".

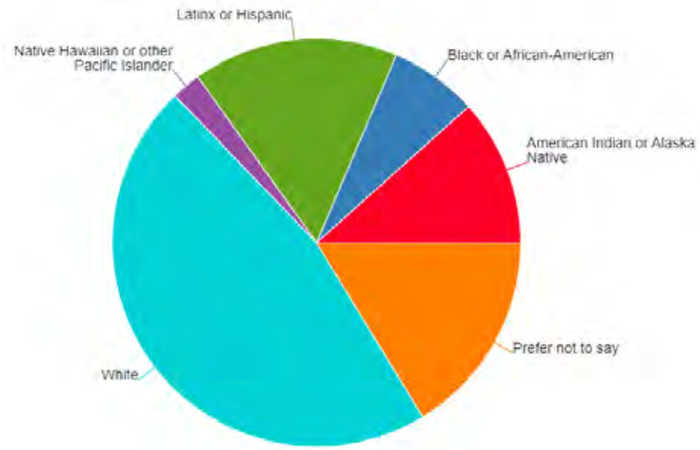
WHICH OF THE FOLLOWING STREETSCAPE AMENITIES WOULD YOU LIKE TO SEE IN DOWNTOWN BANING? PLEASE CHOSE TOP 3.

Respondents so far of the open survey want 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.

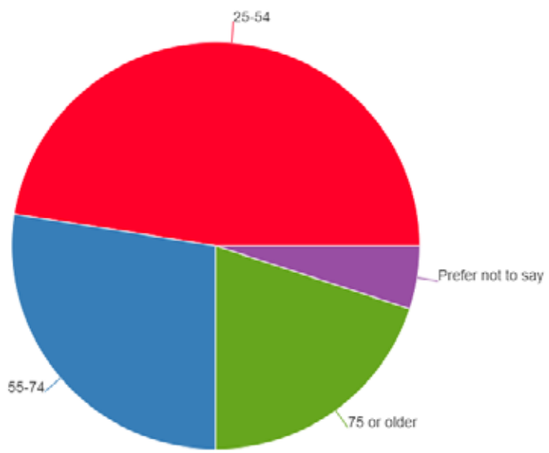
GENERALLY, WOULD YOU BE WILLING TO LOSE PARKING SPACE OPTIONS IN DOWNTOWN BANNING IF IT MEANT WALKING AND BIKING FACILITIES WERE IMPROVED?

53% responded yes, 41% no and 5% other including comment about building a parking structure.

Race or Ethnicity of Respondents



Age of Respondents





Concept Themes Outreach and Survey

The second engagement day took place on May 17th, 2023. The day included presentation at The Chamber of Commerce Sunrise Breakfast, walk audit with Downtown business owners, and two workshop sessions for business owners followed by full community. 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.

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 respondants chosing it.

Main Street Survey Results

Which Main Street Concept Do You Like Most? Rank 1-3, most to least.

Spark

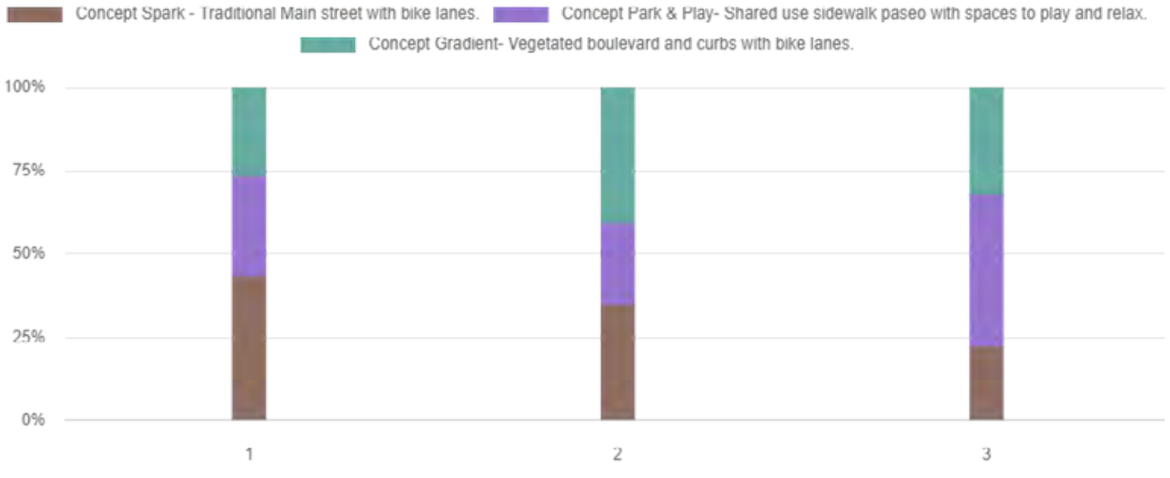


Park & Play



Gradient





Alleys Survey Results

Which Alley Concept Do You Like Most? Rank 1-3, most to least.

Spark

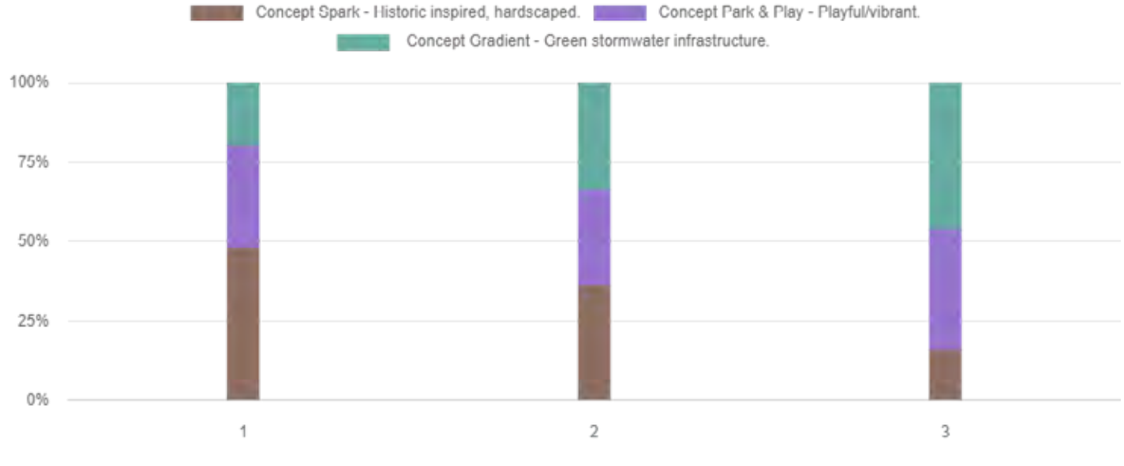


Park & Play



Gradient





Shared 1st Street Survey Results

Which Shared Street Concept Do You Like Most Rank 1-3, most to least.

Spark

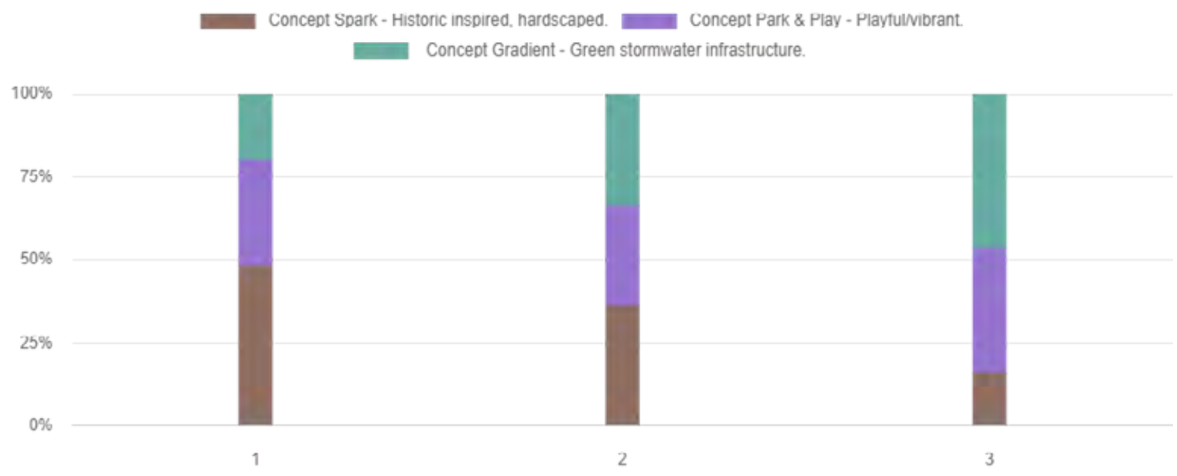


Park & Play



Gradient





Look & Feel - Streetscape and Mobility Survey Results

Which Streetscape and Mobility Elements Do You Like Most? Rank 1-3, most to least.

Spark

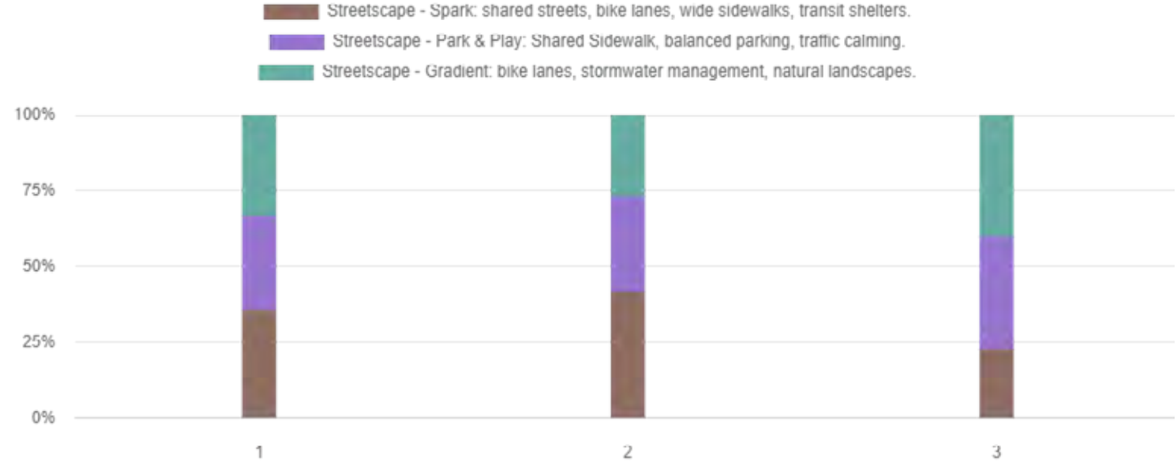


Park & Play



Gradient





Look & Feel - Purblic Realm/Open Space Survey Results

Which Public Realm/Open Space & Placemaking Elements Do You Like Most? Rank 1-3, most to least.

Spark

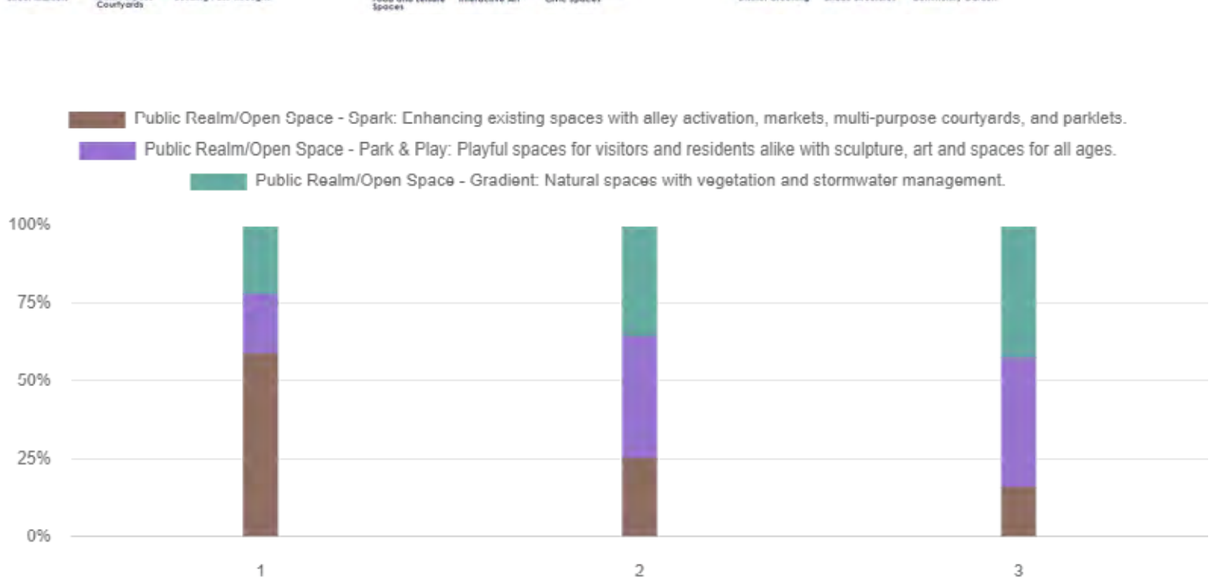


Park & Play



Gradient





Look & Feel - Land Use Elements Survey Results

Which Land Use Elements Do You Like Most? Rank 1-3, most to least.

Spark

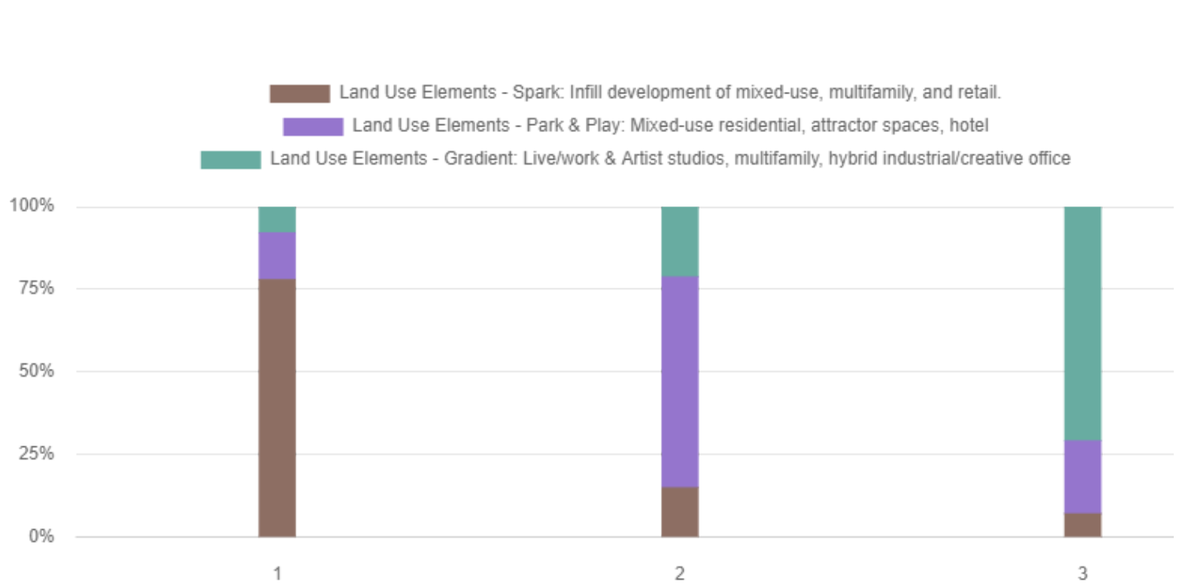


Park & Play



Gradient





Look & Feel - Design Language and detail Elements Survey Results

Which Design Language and Detail Elements Do You Like Most? Rank 1-3, most to least.

Spark

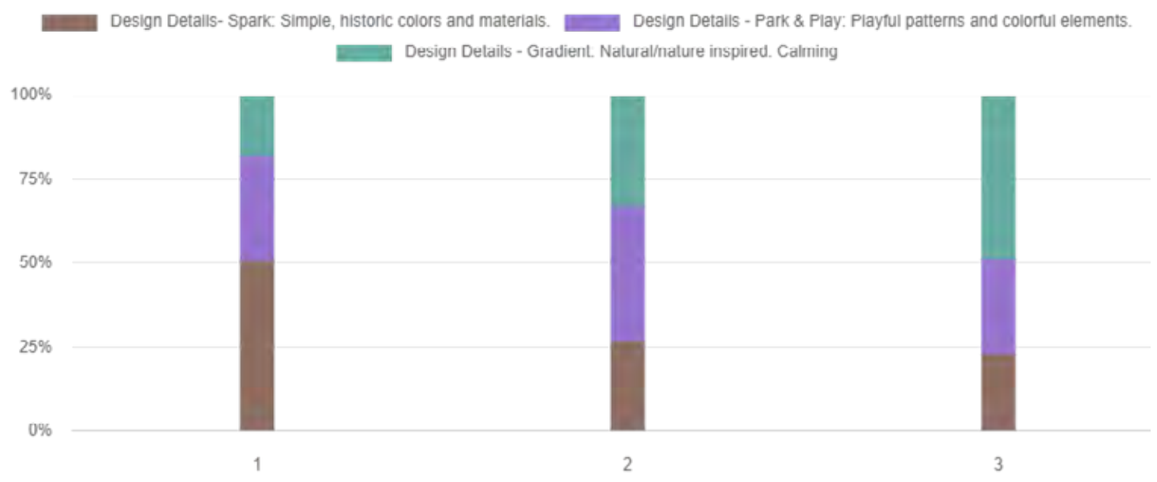


Park & Play



Gradient





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Open Ended Concept Survey Comments

Housing | Unhoused | Landscape | History/Feeling | Transit | Reference | Business | Gateway | Bikes | Pedestrians | Parking/Traffic

Do you have any other thoughts or comments about the project and concepts?

California, Banning, Desert, or any other historical information posted. Let me learn something.
Jun 30, 2023

Thank you for caring enough about Banning to work toward having a vibrant, healthy downtown!
Jun 28, 2023

Concern that survey may be skewed to Spark because the Spark option is always listed first on the survey questions.
Jun 27, 2023

Something that would appeal to people that drive by on the freeway and make them want to stop and take a load off.
Jun 26, 2023

Clean up Ramsey street. Get rid of all the burned down hotels. We have a prime location. Our city is right of a busy highway. When there's traffic we have thousands of people using our streets. So many potential customers. Let's entice them in. We can have that small town charm. We are a small town with no charm.
Jun 25, 2023

Homelessness needs to be addressed for the down town area to be developed into anything. Looking forward to seeing positive change in the down town area of banning it's long overdue.
Jun 25, 2023

Love all the effort!
Jun 23, 2023

We should implement drought tolerant landscapes and large shaded trees that require minimal water use. I love the ideas of more natural themes and think it would be beneficial to have during hot, sunny days where lots of shade could help.
Jun 23, 2023

Lower tax for business. Add more restaurants. Relocate the homeless to the end of banning by cabazon away from the freeway.
Jun 22, 2023

Would love to have dining options that are not chain restaurants. Maybe indoor/outdoor concept.
Jun 22, 2023

Every city should keep an appreciation of their history but that doesn't mean the whole city needs to keep the history throughout. Banning is growing, from people all over and is becoming very diverse in culture and age, which should be kept in mind when designing. Take a look at Victoria Gardens, Haven City Market, and Citrus Plaza.
Jun 22, 2023

Creative office space ,Virtual office space , open space, colorful buildings, Hotel not Motel , sculpture art, more inviting for small businesses, inviting atmosphere , the designs are very nice colorful and more inviting .no dollar stores, no liquor stores, no more taco places, can we get a fish dinner restaurant. No more fast food, can we get a olive garden, TGIF Fridays, BJs or other better restaurants
Jun 22, 2023

We need a new "Orange Hill Mining Co." up the hillside for our view and a nice dinner, for one thing. This is the new North Tustin, Beverly Hills, Orange Hill, of Banning, the last and highest spot before Palm Springs and all that is coming. Do NOT ruin it with industrial! Places to show off horses, stagecoach - high end like Norco's Horse Town USA. Last chance to not mess up the Pass. Mix Corona Del Mar / Laguna Beach / Norco and PS into one right here. Like Sun Lakes CC, but on the outside! 1 level high end hotels, but do not ruin views. Do that down the mountain. Thank you.
Jun 22, 2023

Follow Beaumont's ideas. They have allowed so many new shopping centers and its always full. Bring some of that economy to Banning. Make Banning new. It's old and run down. We live here but go out of Banning to shop and play.
Jun 22, 2023

Stormwater management makes sense and provides a green space.
Jun 22, 2023

We need more things to do in Banning. I am very tired of having to go all the way to other cities like Moreno Valley and Palm Springs to be able to enjoy going out with family. Banning has absolutely nothing but homes, horrible choices for food, no shops, and virtually no entertainment.
Jun 21, 2023

More department/grocery stores will bring more money and more people with money. Beaumont is one of the fastest growing cities in California and we are it's sister city, which means we are able to get the same growth if there was something to draw families in. Lack of stores and entertainment will keep a poor town, a poor town. In order to grow banning. Banning needs to grow itself.
Jun 21, 2023

All of this would be great if the transient wouldn't destroy the property. People are afraid of going into certain areas of Banning because of the homeless.
Jun 17, 2023

Safer, cleaner downtown, Cameras, police enforcement & presence
Jun 16, 2023

Keep the history, but with California natural landscaping and storm water infrastructure
Jun 14, 2023

City should bring in a grocery store/ box brand into the downtown area. Promote shopping locally with a new concept that will benefit residents. The down town area could be brightened with restaurants/ bars that have a down town Redlands or old town Temecula feel.
Jun 14, 2023

Housing | Unhoused | Landscape | History/Feeling | Transit | Reference | Business | Gateway | Bikes | Pedestrians | Parking/Traffic

Buildings no more than 2 stories. Attract the people we want to see. More upscale dining, shops and activities. Skating rink, Ballroom dancing.
Jun 8, 2023

Maybe work on the drug and homeless problem in the area first. you want to spend all our money on something nice for them to ruin it. Get rid of the Grey hound stop releasing the criminals from jail into the city. It's terrible when I can even get gas at 22nd with out getting hit up for change
Jun 7, 2023

Instead of focusing on an area that only city employees are pertinent too, why not focus on other areas that really need improvement. The downtown area is not in need of an uplift at the moment.
Jun 2, 2023

Landscaping should be low maintenance and drought tolerant. Perhaps more hardscapes (e.g. DG , colored gravel). Tree's should be away from building. I'd like to see lights strung from across Ramsey from buildings like historic pictures show. The addition of a large tree to be used for a Christmas tree lighting would be well received. One comment on the concept; the vibrant colors used with the gray contrast makes it very difficult to visualize what it would actually look like in real life.
Jun 1, 2023

I believe park and play, then spark, then gradient would be the wisest. I believe it would bring more life to the area and give the feel of a vibrant community.
Jun 1, 2023

In some instances, I preferred elements from 2 different ones and not all the details in each individual design
May 29, 2023

Right now it is a waist of money, that could be used more effectively. Also the city counsel needs to learn to listen to those who are working for the good of the citizens . Investigate the process and correct their mistakes before making decisions. Sherri has worked so hard and no one on counsel listens or considers checking on the problems brought up by her. Like they are only there for themselves or intimidated by the city manager, or fattening their pockets by city manager for some reason.
May 28, 2023

I want to suggest something unique, historic like Redlands. Also, some fun activities as well, such as monthly fair or event. Something you can hangout and never get board
May 26, 2023

1, 3,2 most to least concept. You may want to consider closing Ramsey from 8th street to Hargrave. The Ramsey can only hold single lane in this area. Would work better to route traffic around to Lincoln where streets are wider and able to handle heavier traffic. Look closer at design review for this area. Encourage a for historic outward appearance instead of a mixture of back street garage vs plain stucco exterior. You don't get a good vibe looking at uninteresting stucco.
May 26, 2023

Provide enough waste containers to keep the area clean. Provide enough lights to keep the area safe.
May 26, 2023

Don't screw up Banning's small town Horse Town Charm. Take care of the major issues affecting this town, burn out businesses, homeless and drugs. When those issues are quelled and continually enforced, then you can start making over the downtown. Until then, no matter what you do, it's like putting lipstick on a pig.
May 26, 2023

Need to clean up transients for this to be effective.
May 26, 2023

The only thing that will draw people to downtown, is to have something there that they can't get elsewhere- ex: Costco, Target, Sam's Club, Trader Joe's, Whole Foods, Olive Garden, Outback Steakhouse, Red Lobster. Places that people need or want to return to, over and over. Cute streets and bike racks aren't going to bring people, there has to be a major destination spot to draw them in, and then nice surroundings will keep them coming back.
May 26, 2023

I would love to see more activities and areas for the kids teenagers and of course area where family can get together besides a park arcade will be something fun for the kids
May 25, 2023

It would like to see more bright lighting in the area as well in the neighborhoods close to it. It would be nice to have a small playground for the kids while the parent have a sitting area to watch and relax
May 25, 2023

Some other ideas: a) https://i2.wp.com/lenjourneys.com/wp-content/uploads/2019/02/seoul-25.jpg?ssl=1 b) https://www.realtor.com/wp-content/uploads/2016/03/iStock_000054265102_Medium.jpg c) https://hips.hearstapps.com/hmg-prod/images/broken-shaker-at-freehand-hotel-1659475341.jpg





May 25, 2023

Get the homeless off the street so they don't mess it up more
May 25, 2023

I like 1-3-2 in all questions but unable to change order
May 25, 2023

Complete Streets Design Board Results

Main St- Ramsey & San Gorgonio
The Spark (9 Votes)
Park & Play (5 Votes)
Gradient (1 Vote)

Alleys
The Spark (9 Votes)
Park & Play (2 Votes)
Gradient (1 Vote)

1st Shared Street
The Spark (4 Votes)
Park & Play (1 Vote)
Gradient (5 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

- Ramsey & San G - Park & Play - Liked sidewalk
  "Steel stagecoach cutout as gateway (into Ramsey"
  Unintelligible note (control, Baldwin park?)

Gradient

- Ramsey & San G - Gradient -
  Trees might block business views.
  Like additional trees in any concept.

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

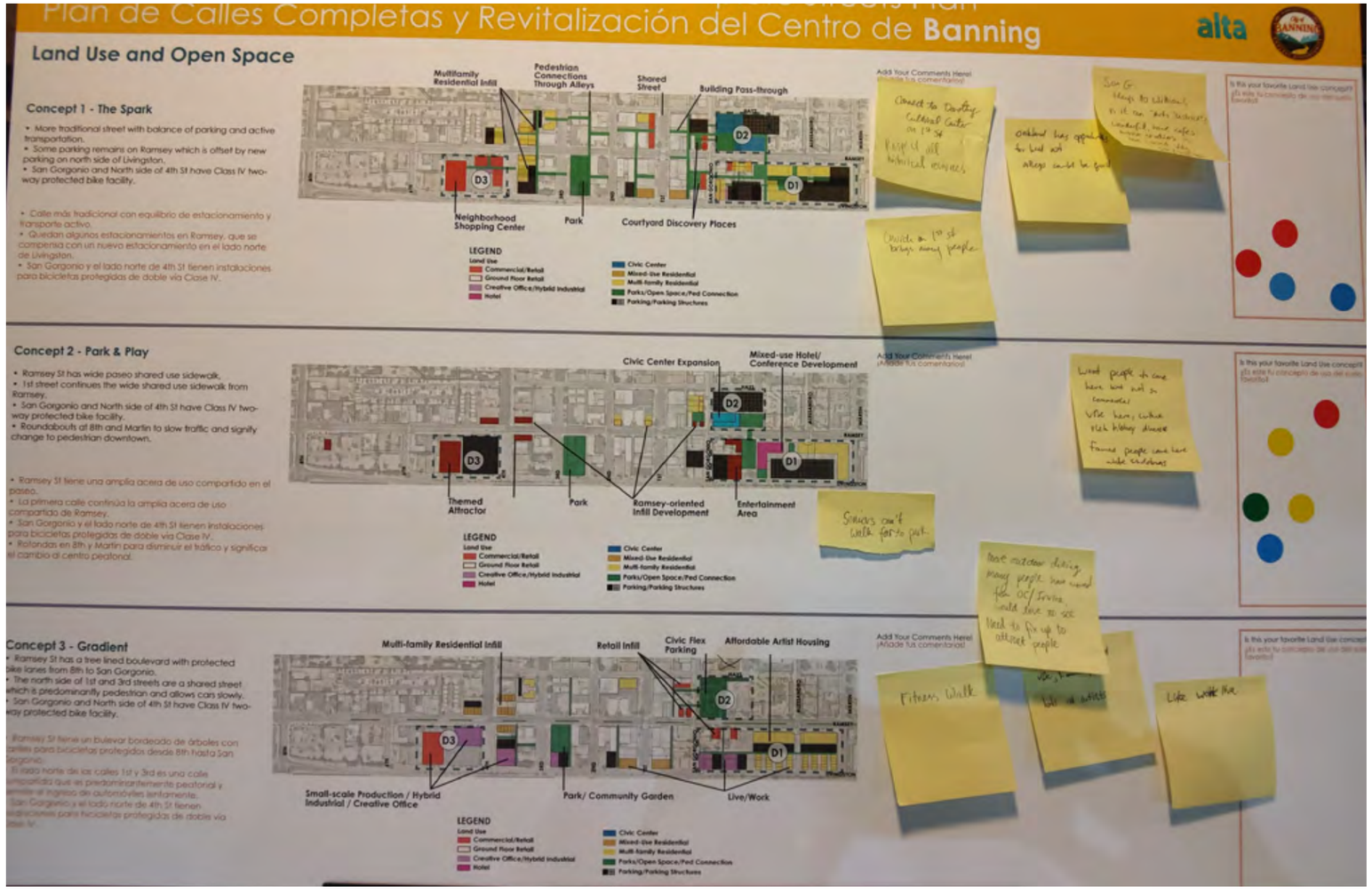
Public Realm/OS- Celebrate cultural, represents heart of city

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

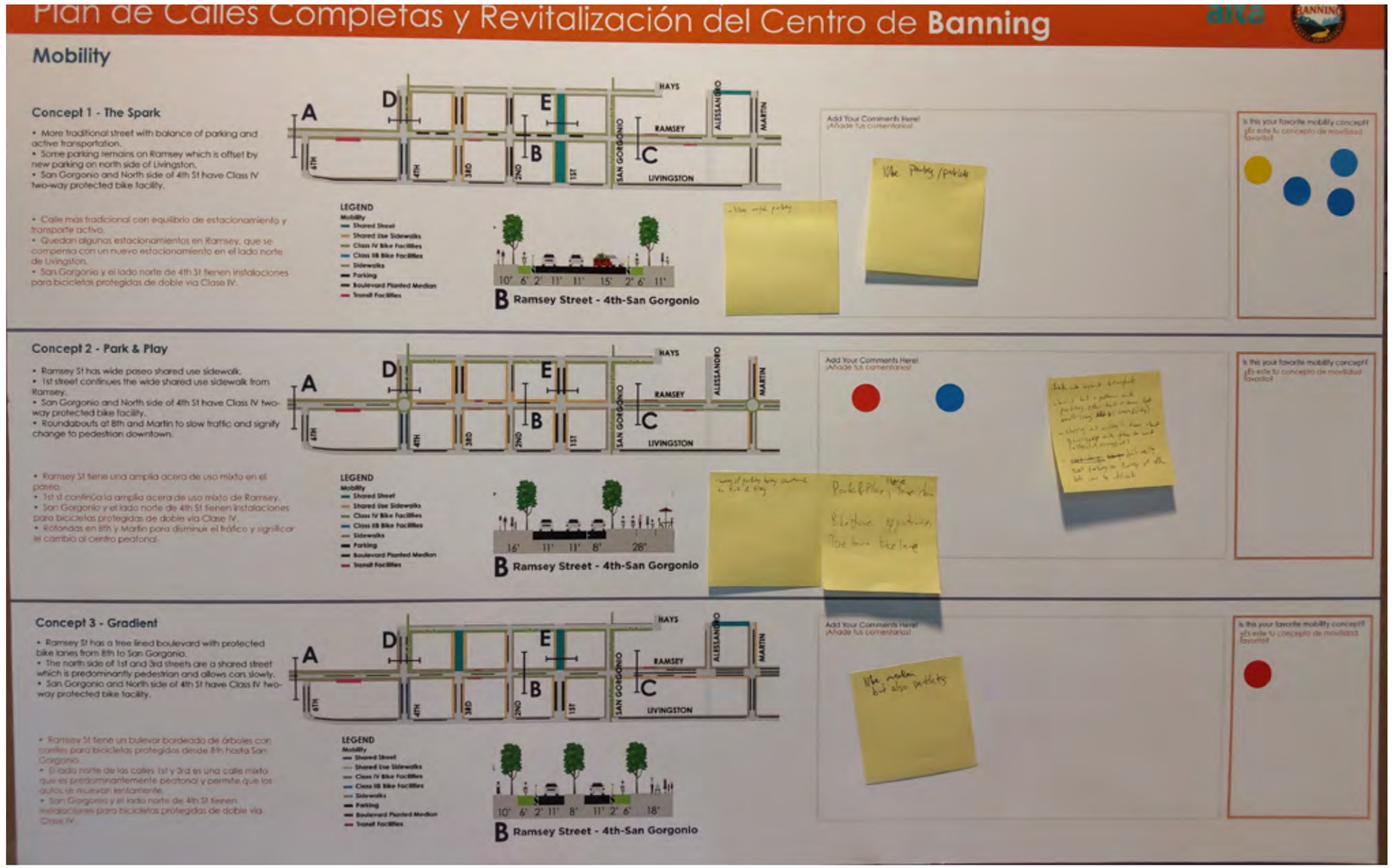
- Seniors can't walk far to park
- More outdoor dining, many people have moved from OC/Irvine would love to see.
- Need to fix up to attract people.
- Want people to come here but not so (unsure, commental?) Live here, culture rich, history diverse. Famous people come here (for?) Christmas.

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

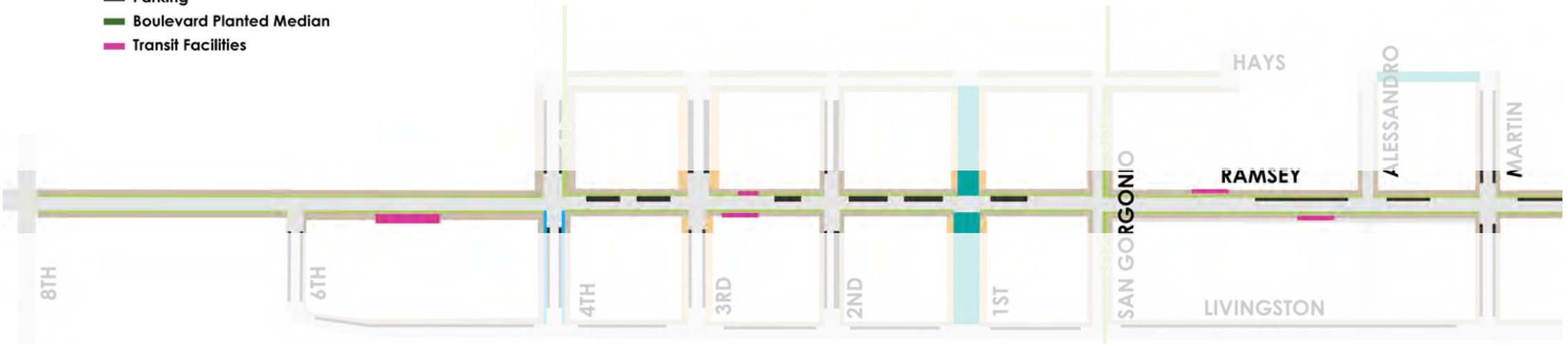


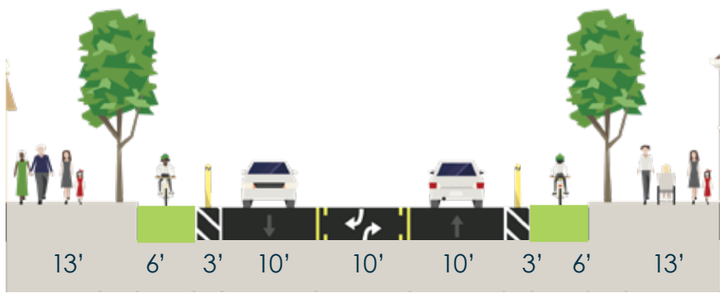
Widen Sidewalk

- **LEGEND**

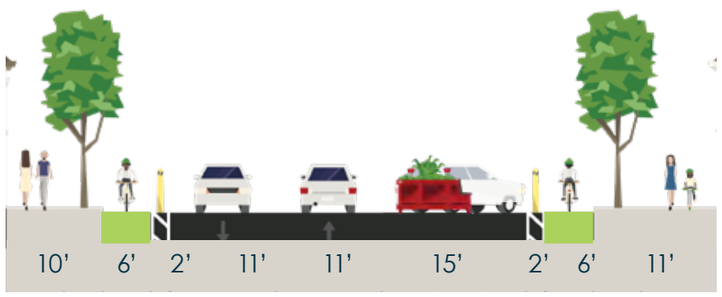
Mobility

- 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

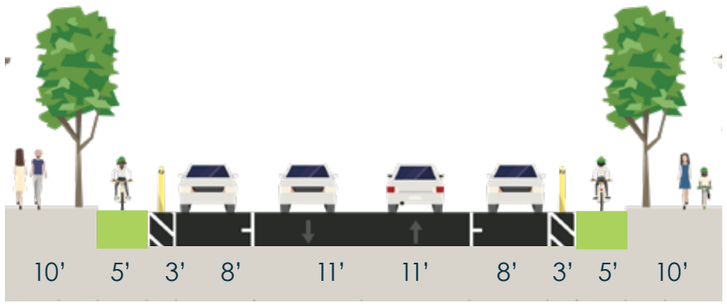




- Class IV 6' lanes.
- Median turn lane.



- 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



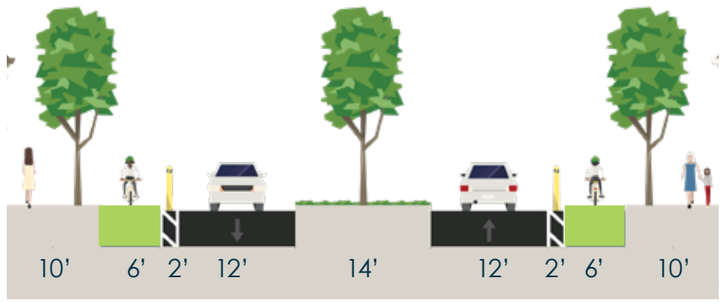
Parking

- **LEGEND**

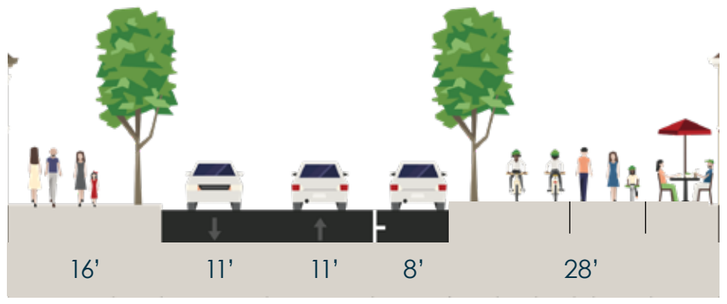
Mobility

- 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

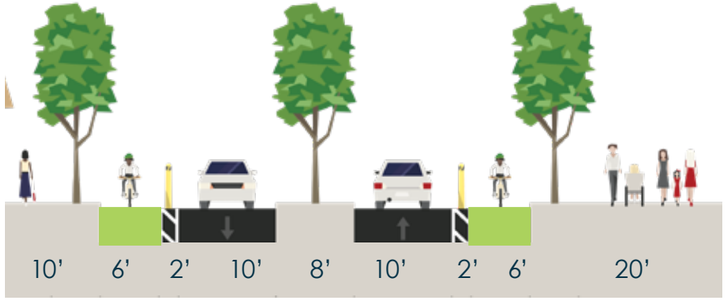




- Class IV 6’ lanes.
- Median doubles as turn pocket.



- Shared use sidewalk allows bikes and pedestrians.
- One lane parallel parking.



- Class IV 6’ lanes.
- Wider north sidewalk.
- No parking.

Gradient

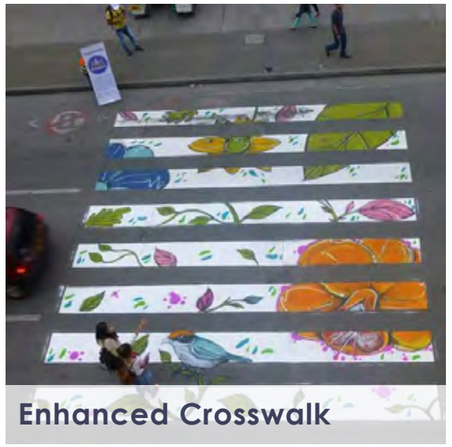
LIVE/WORK BANNING, BLURRING THE LINES

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

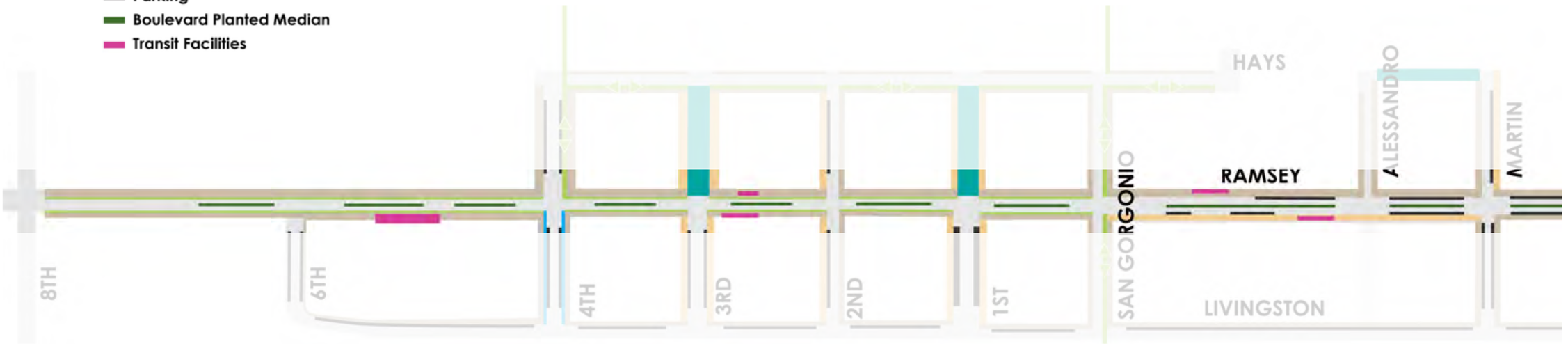


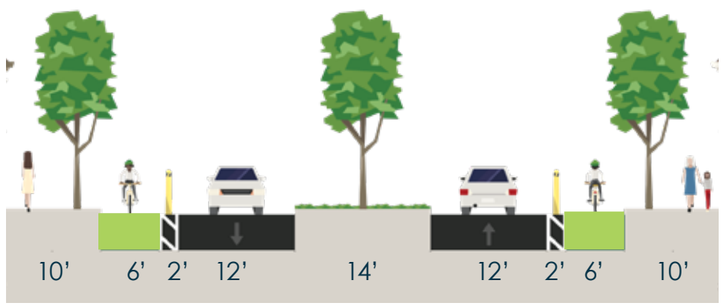
Wide Sidewalk

• LEGEND

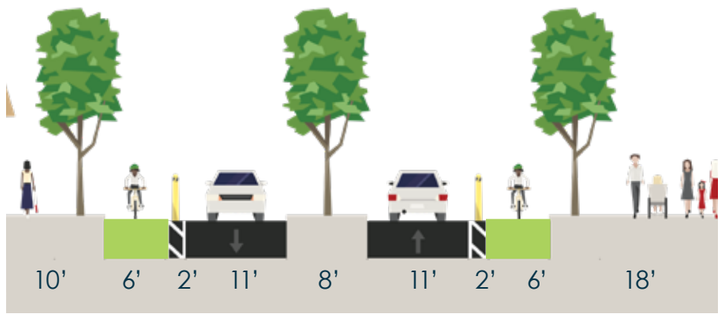
Mobility

- 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

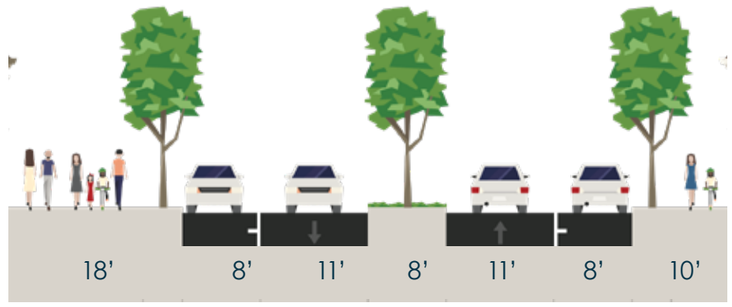




- Class IV 6' Lanes.
- Median doubles as turn pocket.



- 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

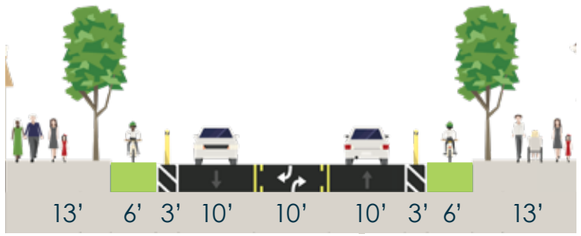


8th St to 4th St

ALTERNATIVE 1: THE SPARK

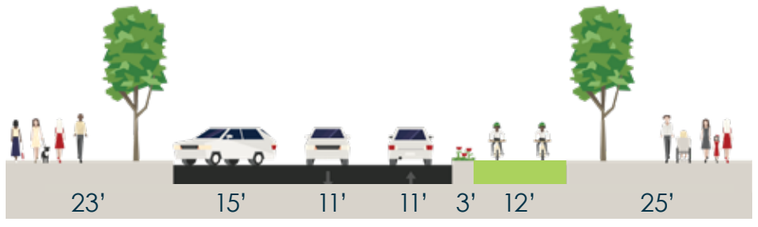


SECTION A-A



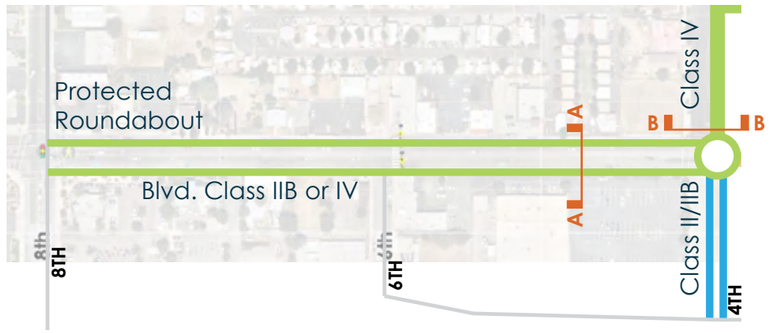
- Class IV 6' lanes.
- Median turn lane.

SECTION B-B

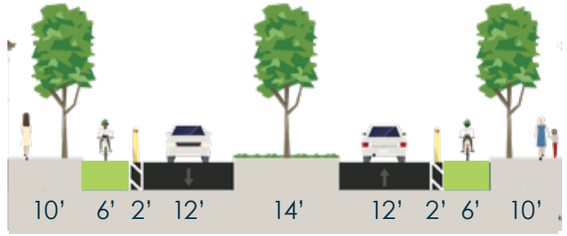


- Two-way cycle track east side, (Class 2B south of Ramsey).
- One side angled parking.

ALTERNATIVE 2: PARK & PLAY

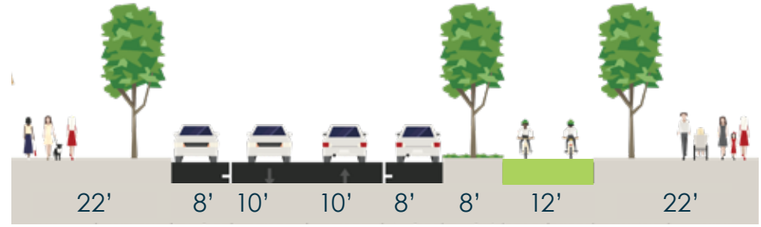


SECTION A-A



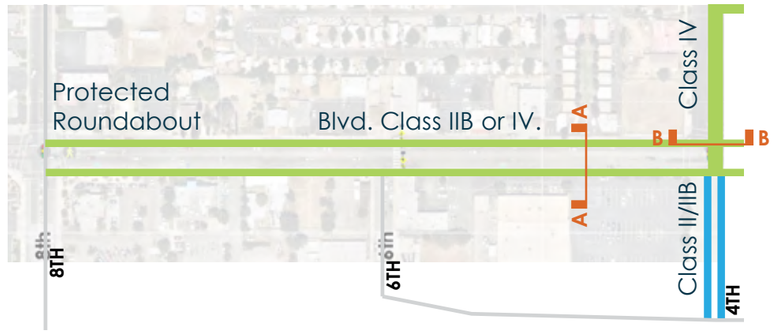
- Class IV 6' lanes.
- Median doubles as turn pocket.

SECTION B-B

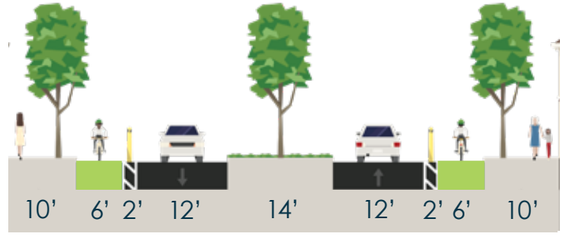


- Two-way cycle track east side, (Class 2B south of Ramsey).
- Parallel parking both sides.

ALTERNATIVE 3: GRADIENT

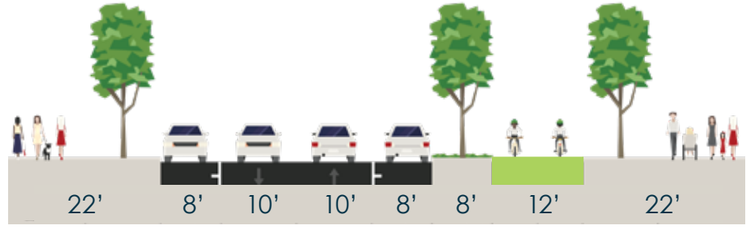


SECTION A-A



- Class IV 6' lanes.
- Median doubles as turn pocket.

SECTION B-B

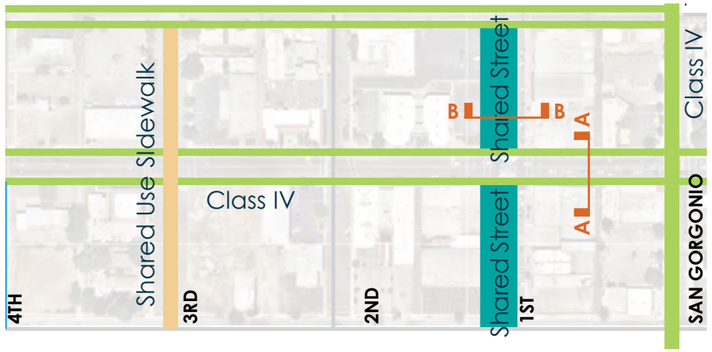


- Two-way cycle track east side, (Class 2B south of Ramsey).
- Parallel parking both sides.

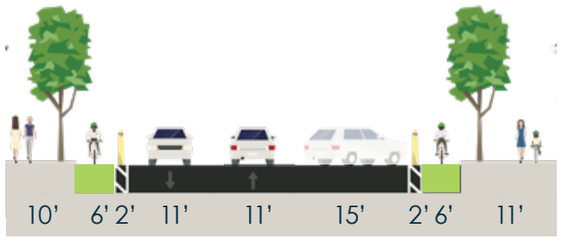


4th St to San Gorgonio

ALTERNATIVE 1: THE SPARK

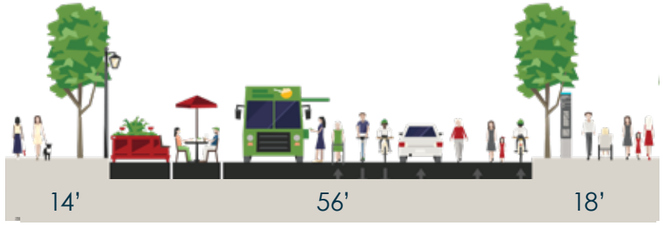


SECTION A-A



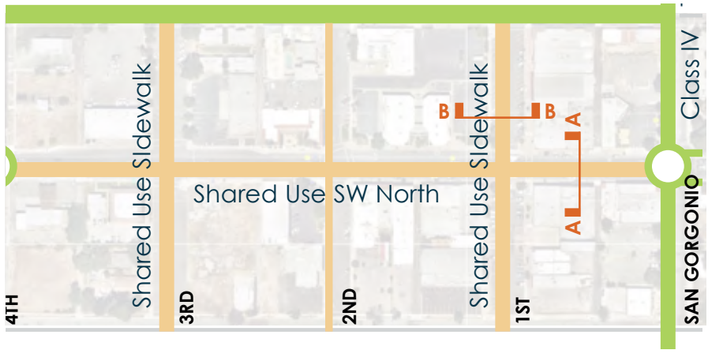
- Class IV 6' lanes.
- Angled parking/parklets (can switch to either side).

SECTION B-B

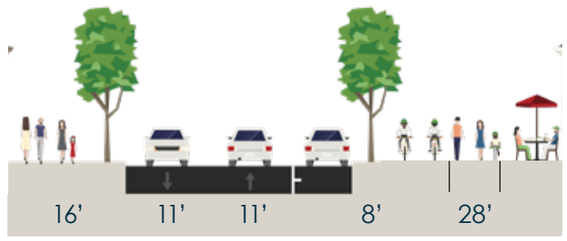


- Shared Street- mixed people and auto and allows cars slowly, possibly has a few parking spaces.

ALTERNATIVE 2: PARK & PLAY

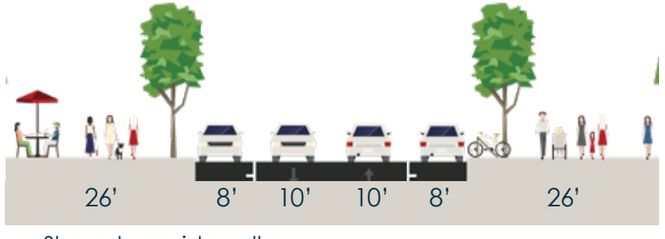


SECTION A-A



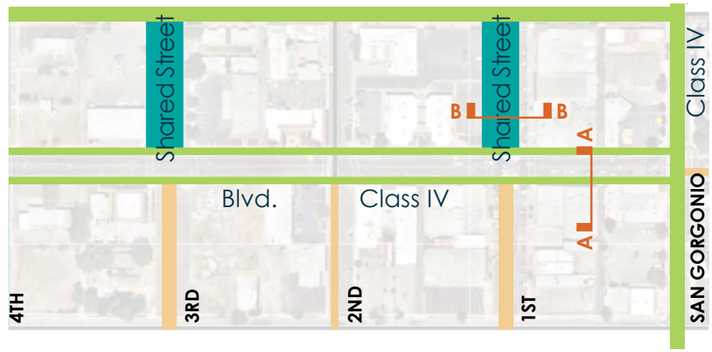
- Shared use sidewalk allows bikes and pedestrians.
- One lane parallel parking.

SECTION B-B

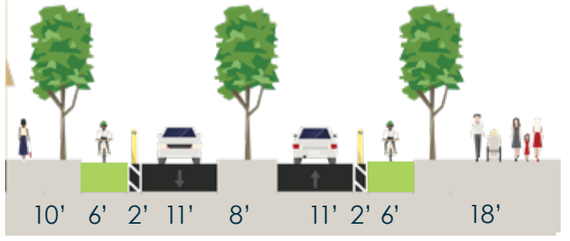


- Shared use sidewalks.
- Parallel parking.

ALTERNATIVE 3: GRADIENT

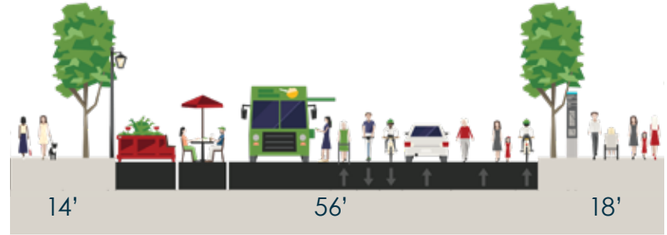


SECTION A-A



- Boulevard with wider sidewalk north side and in front of Fox Theater on south side.
- No parking.

SECTION B-B

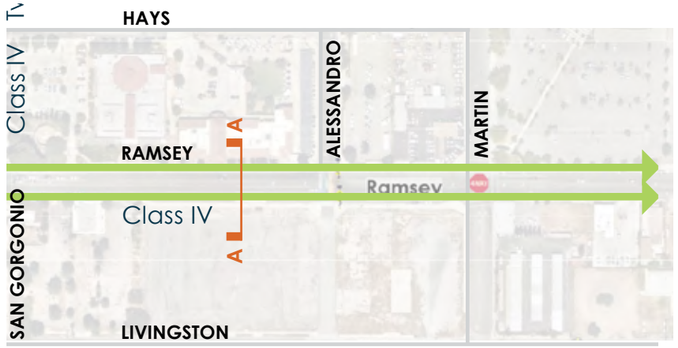


- Shared Street- mixed people and auto and allows cars slowly, possibly has a few parking spaces.

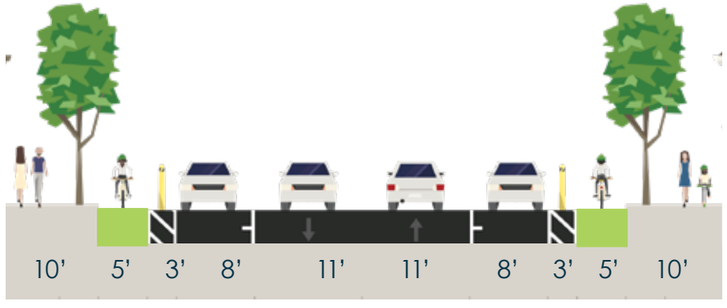


San Gorgonio to Martin

ALTERNATIVE 1: THE SPARK

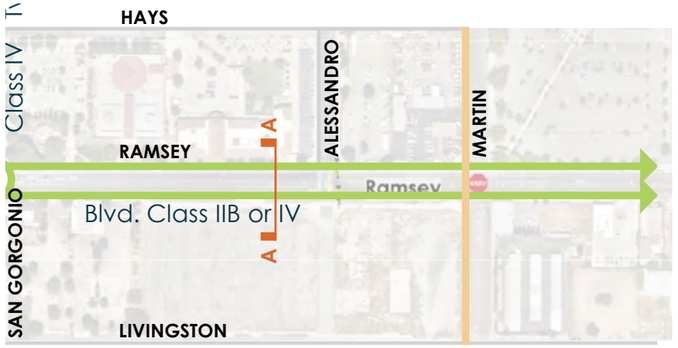


SECTION A-A

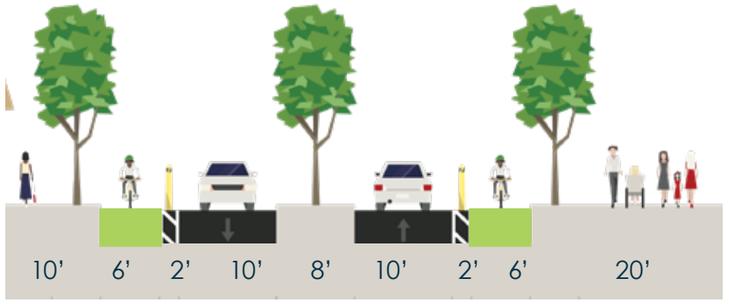


- Class IV 5' lanes.
- Parallel parking both sides.

ALTERNATIVE 2: PARK & PLAY

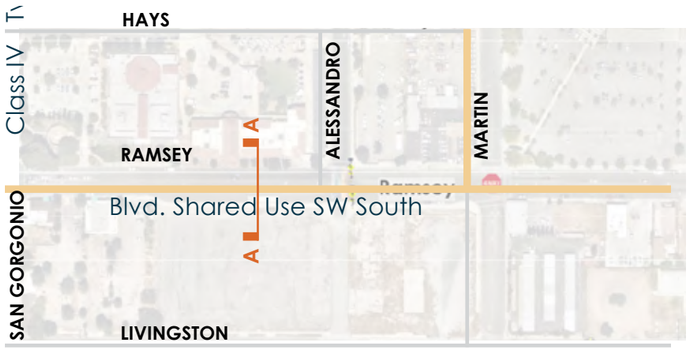


SECTION A-A

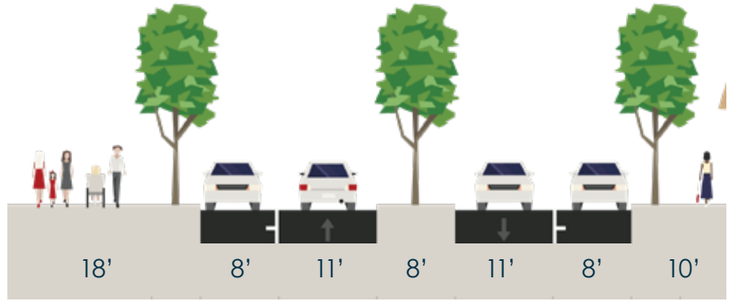


- Class IV 6' lanes.
- Wider north sidewalk.
- No parking.

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

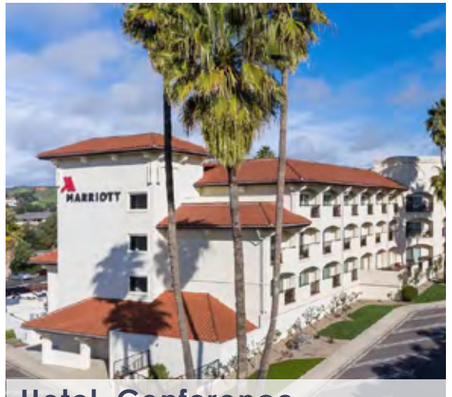
FOCUS: COMPETITIVE SOCIALIZING ENTERTAINMENT FACILITY

(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)



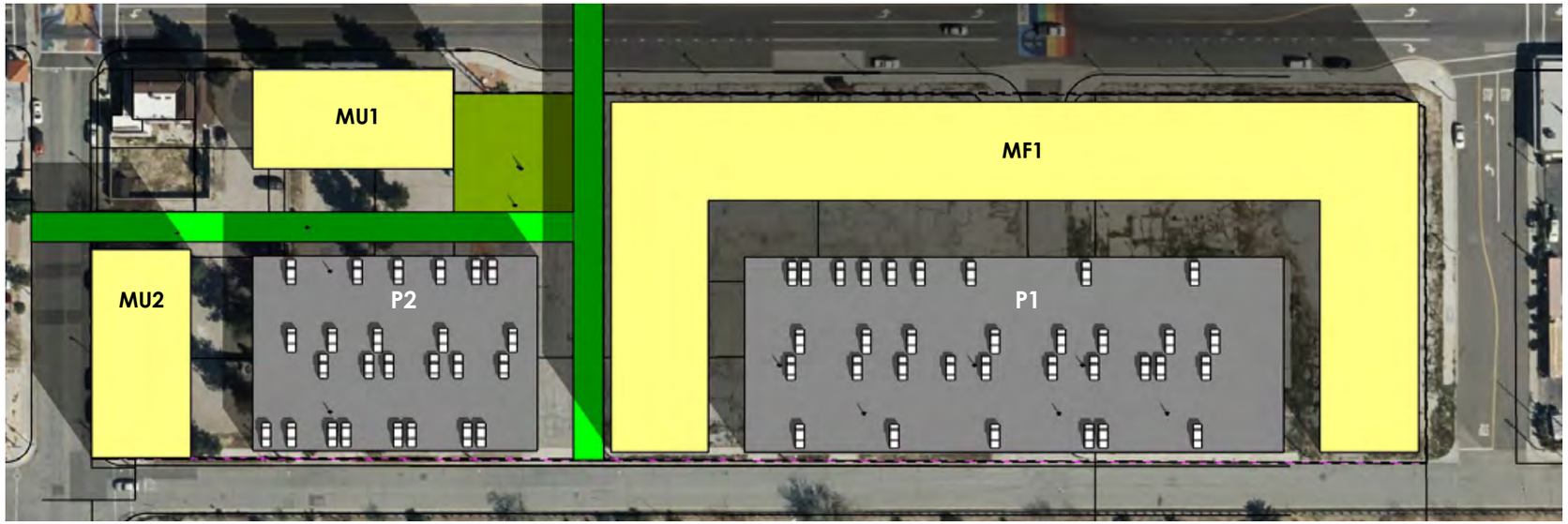
Artist Housing (Gradient)

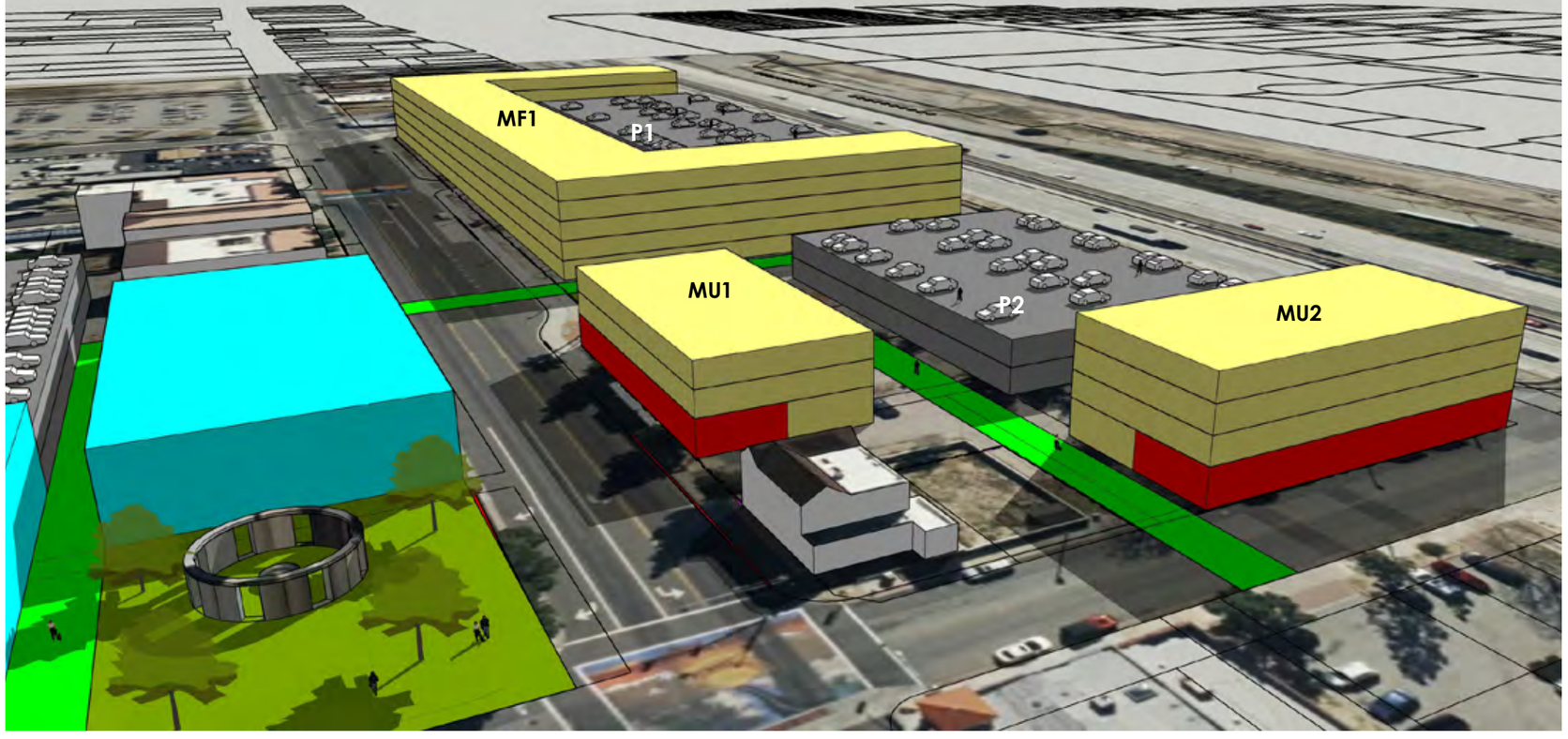


Games and Entertainment



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**

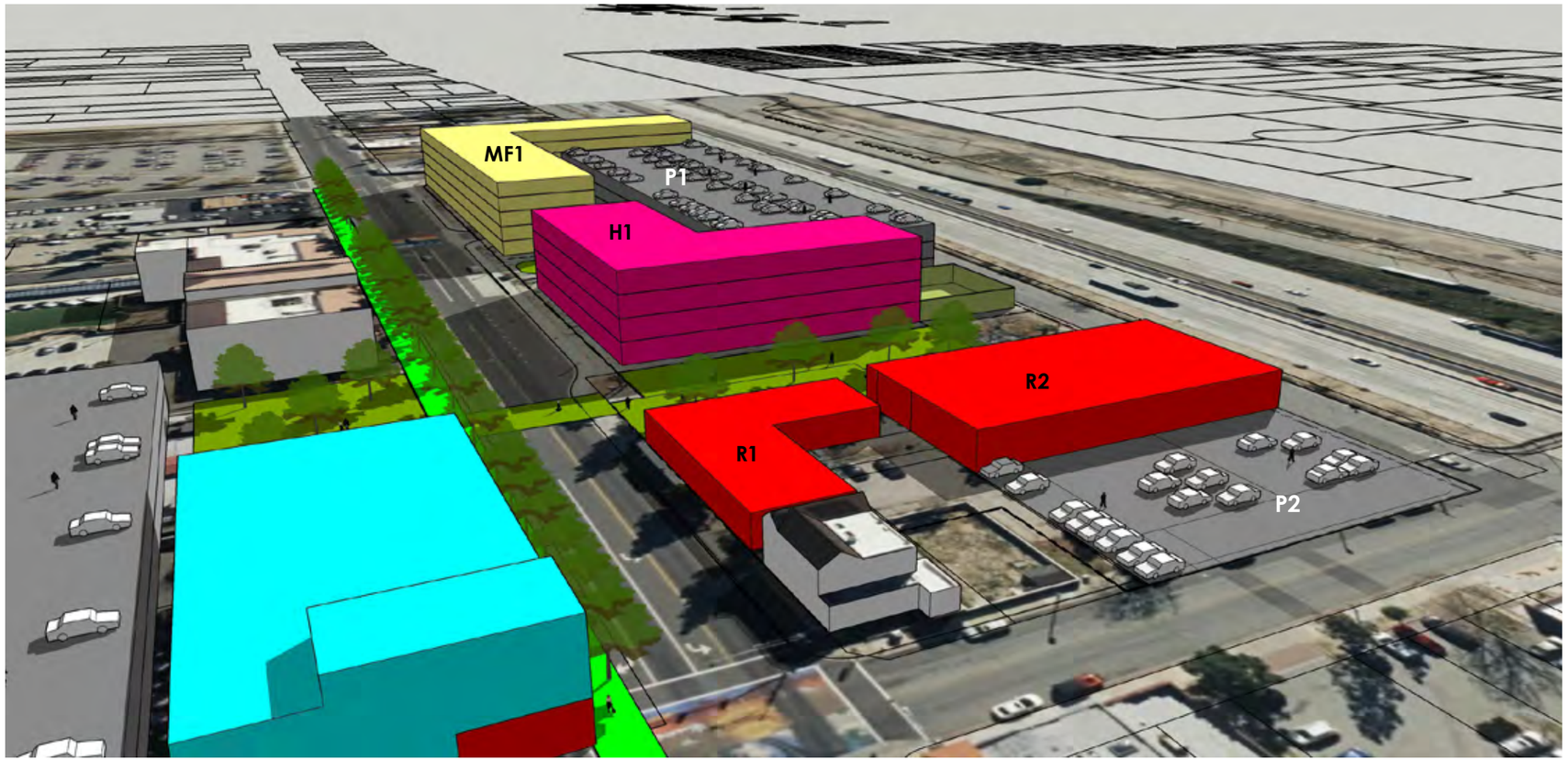
MU2 **MIXED-USE RESIDENTIAL #2:**

- 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**

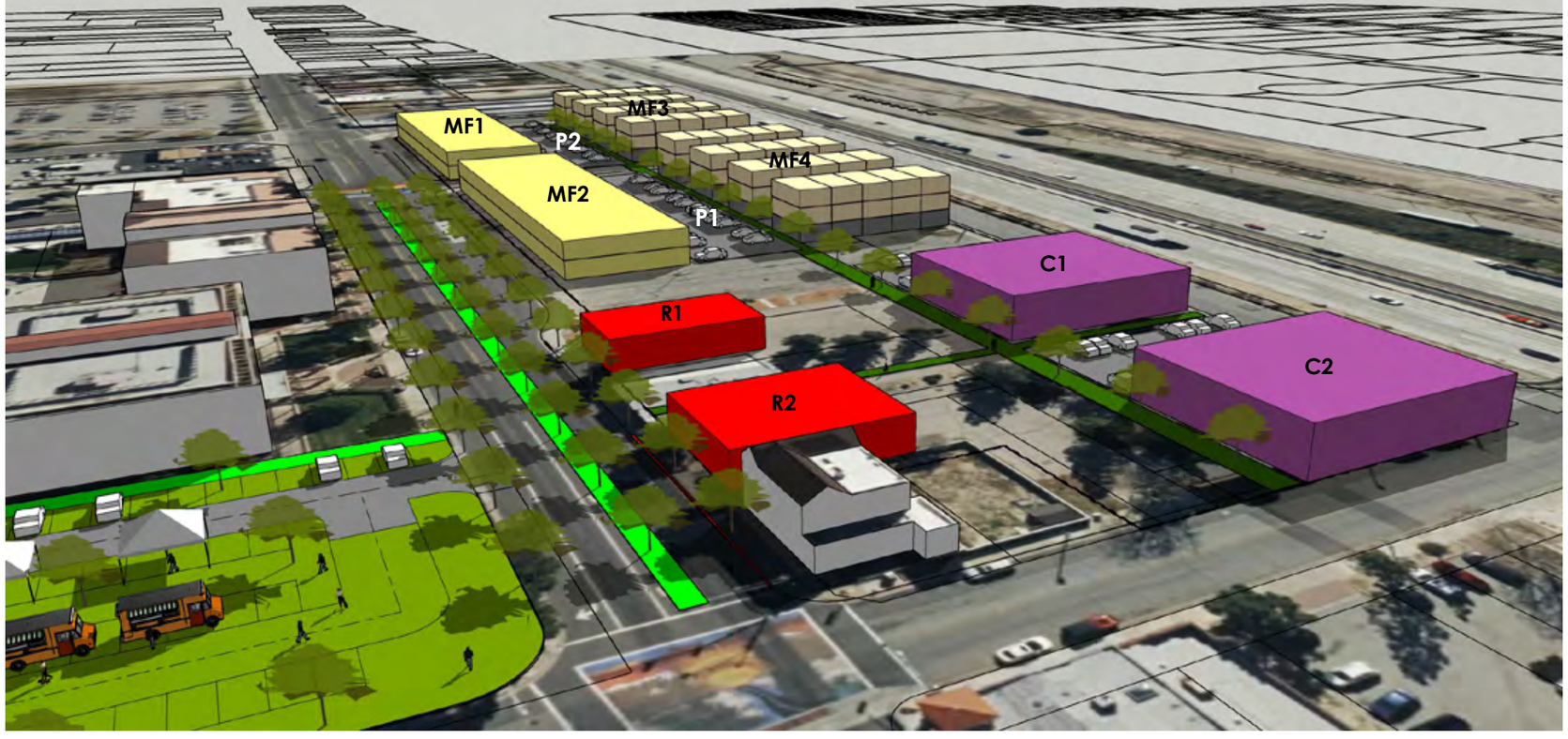
P1 **PARKING GARAGE:**
- Parking Area: 53,787 Sf
- Parking Spaces Per Floor: 165
- Floors: 3
- **Total Parking Spaces: 495**

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.

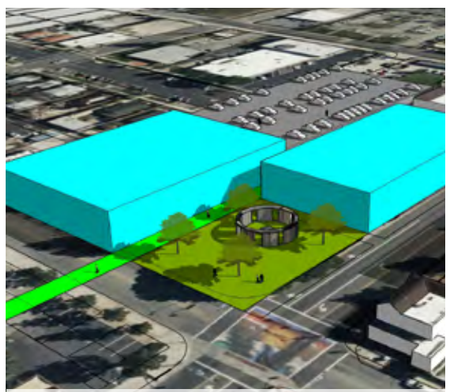
Spark: Corner Civic Park Concept

Park and Play: Corner Building Concept

Gradient: Flexible Park/Parking Concept

FOCUS: CIVIC REDEVELOPMENT USES (PARK AND PLAY)

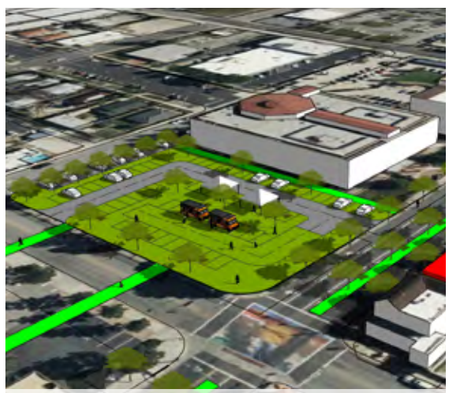
Many cities have undertaken redevelopment of their civic centers. In an era of limited local budgets, cities have turned to public-private partnerships to achieve their upgraded facilities. Taking advantage of excess landholdings and the transition to work-from-home, developers reduce the physical footprint 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)

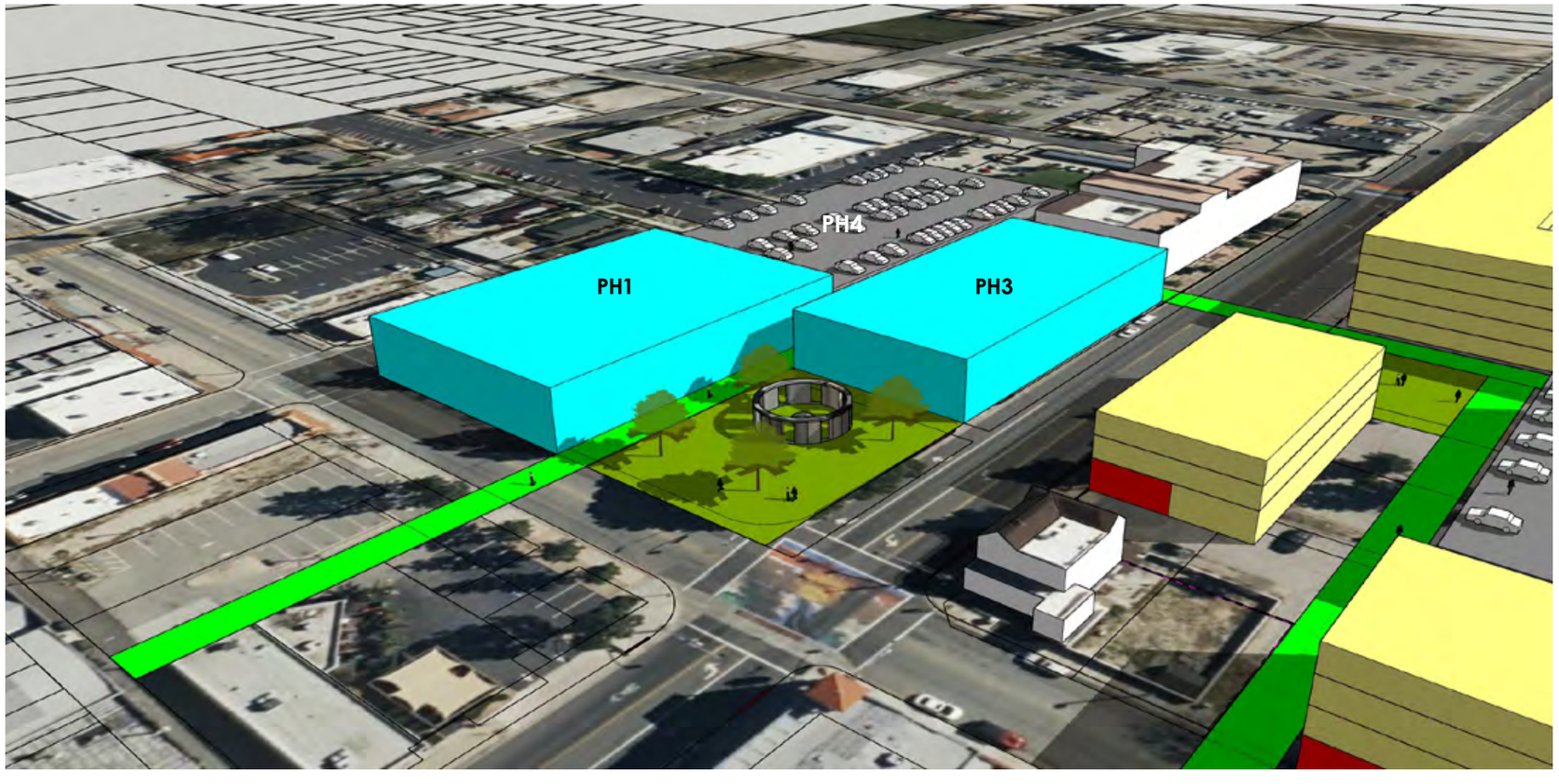


Public/Private Partnership



New Civic Park





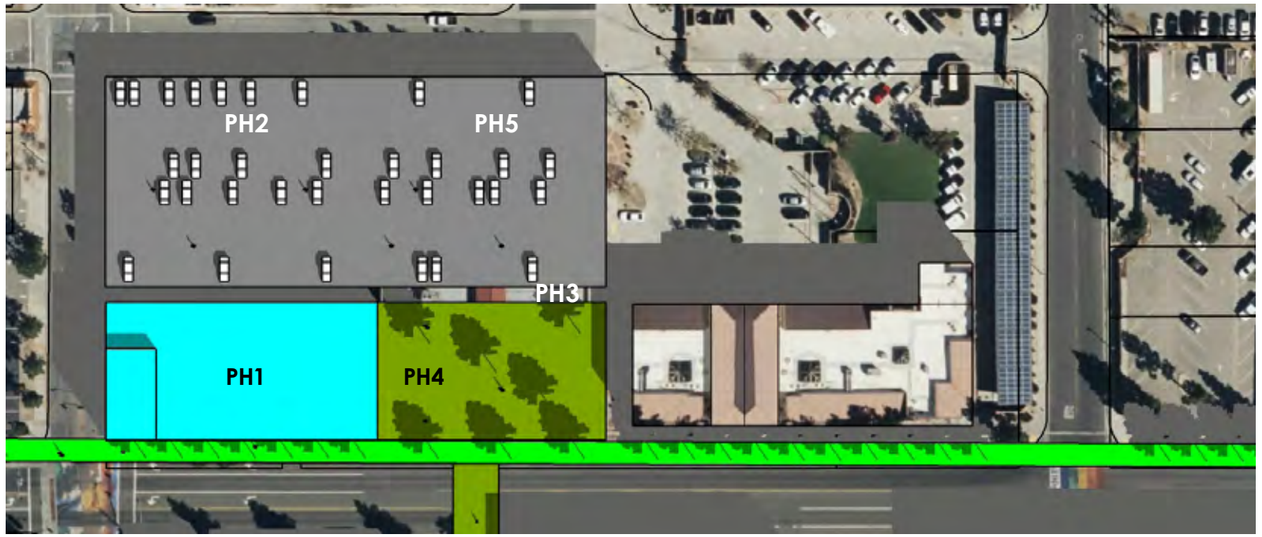
CIVIC CENTER EXPANSION CONCEPT #1

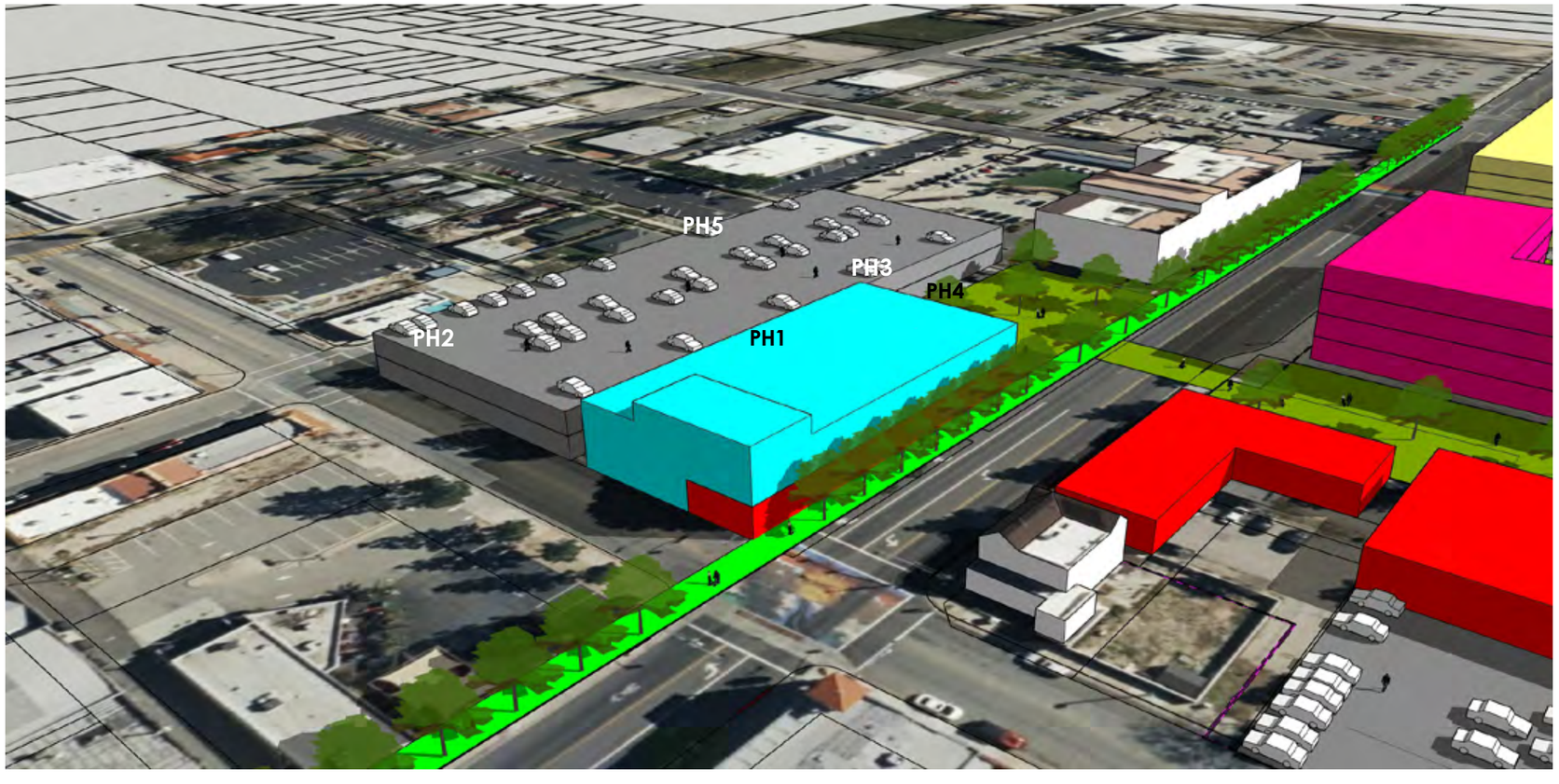
PH1 **PHASE 1:**
New City Hall expansion building to be located within current parking lot.
- **New Civic Area: 23,214 SF**

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:

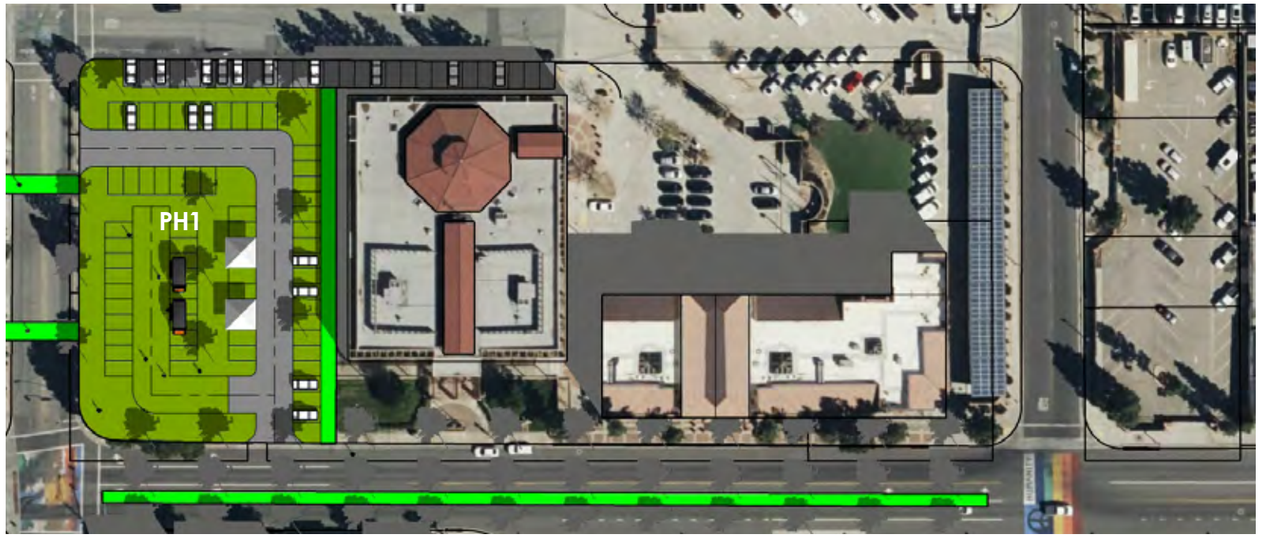
New civic park to replace part of previous City Hall building (explore perhaps preserving some part of old building for within park).

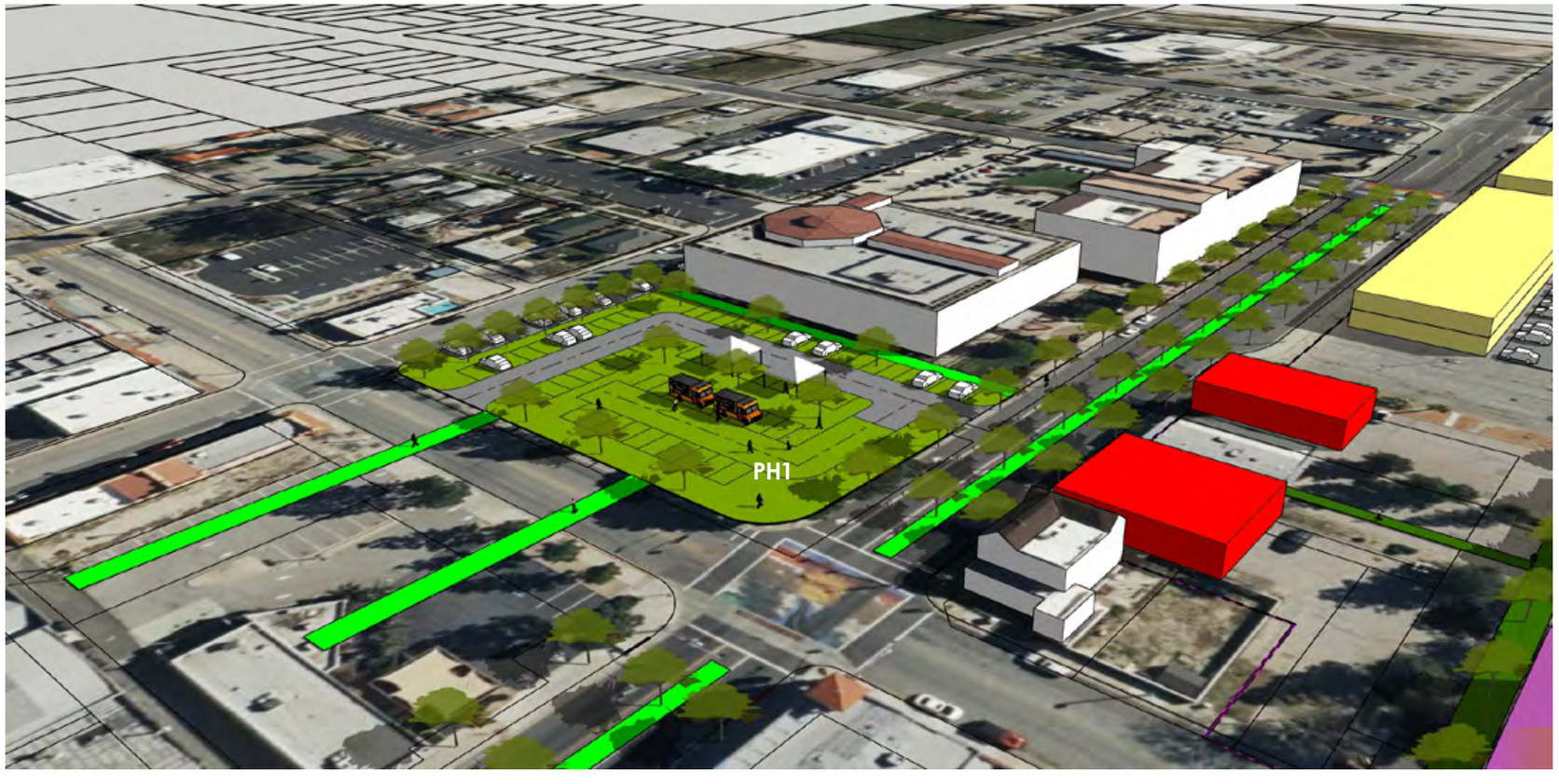
PH5

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)



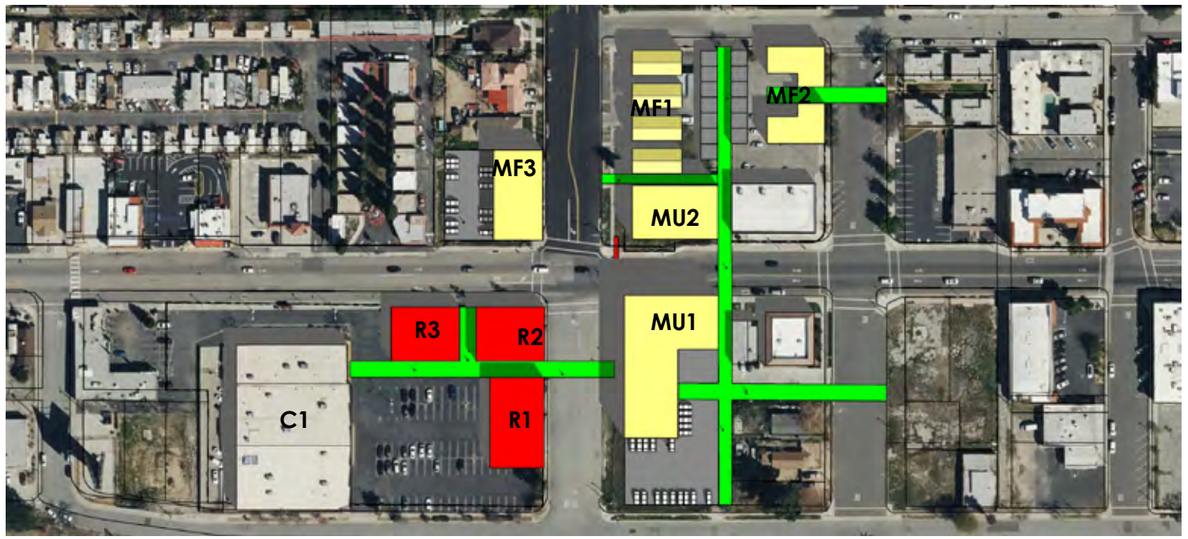
Live/Work Townhomes (Gradient)

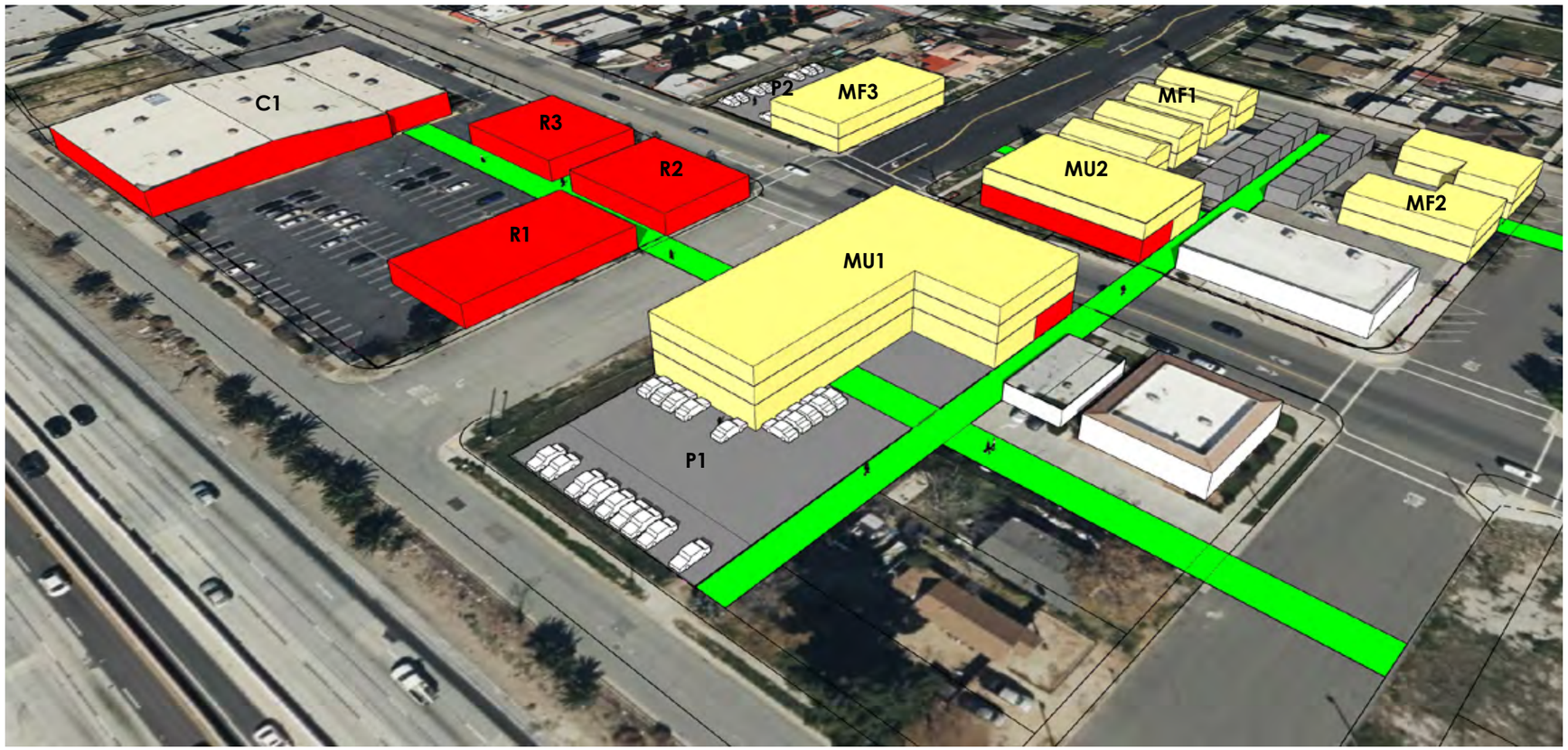


Buc-ee's



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**

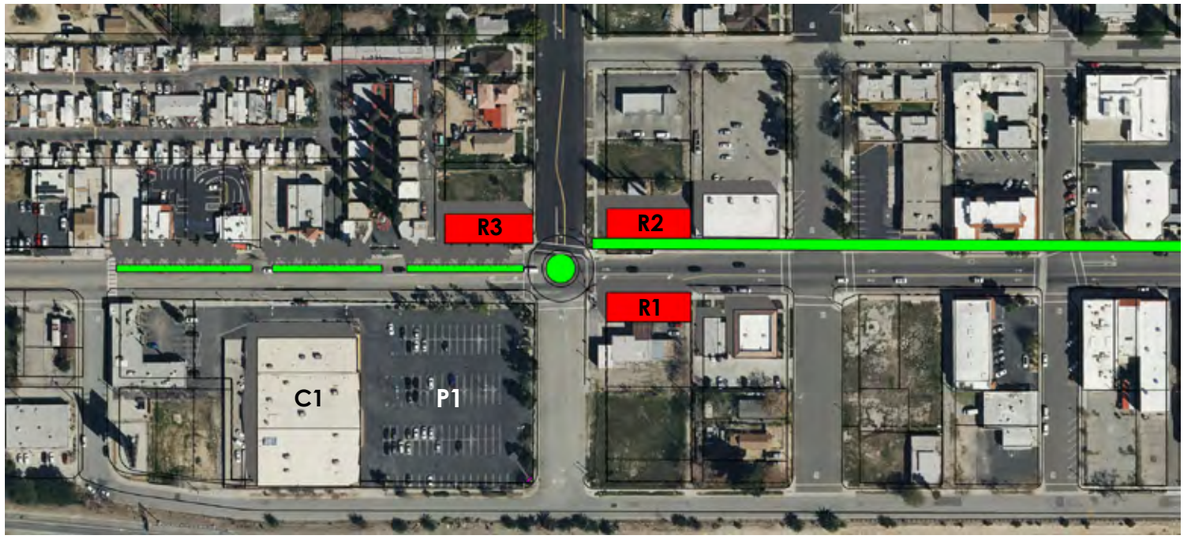
P2 **SURFACE PARKING LOT #2:**
- Parking Area: 6,600 SF
- **Total Parking Spaces: 22**

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

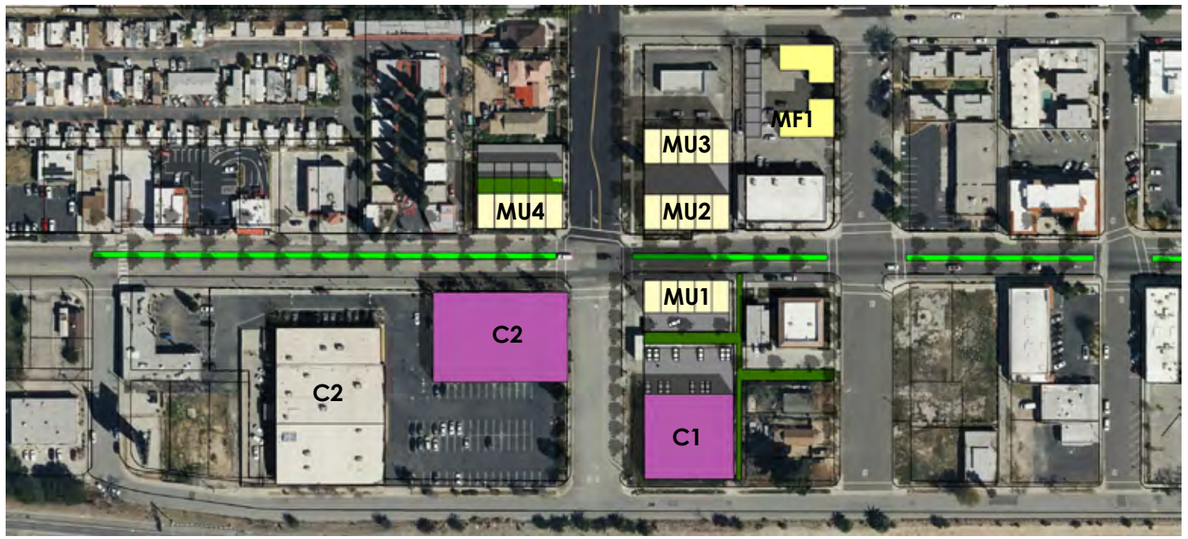
R1 **IN-FILL RETAIL #1:**
- **Retail Area: 4,600 SF**

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 Gergonio
JUTERZ
POLICE
ROAD CLOSED
Car Show

Open Space and Connection Toolkit

Goals:

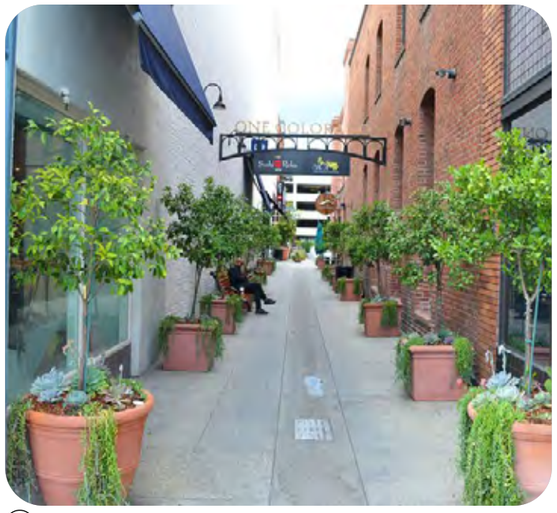
- Link new development areas and fill in activity gaps with a diverse network of open spaces and connections.
- Consider incorporating portions of San Gorgonio north of Hays into the study area to improve connectivity to the City's neighborhoods
- Create centers of activity by providing open spaces that 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

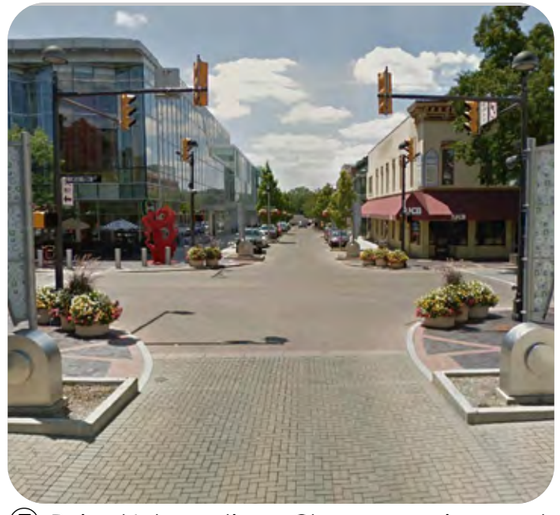


⑤ Curb Extensions- Shortens crossing distance while slowing vehicles



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.

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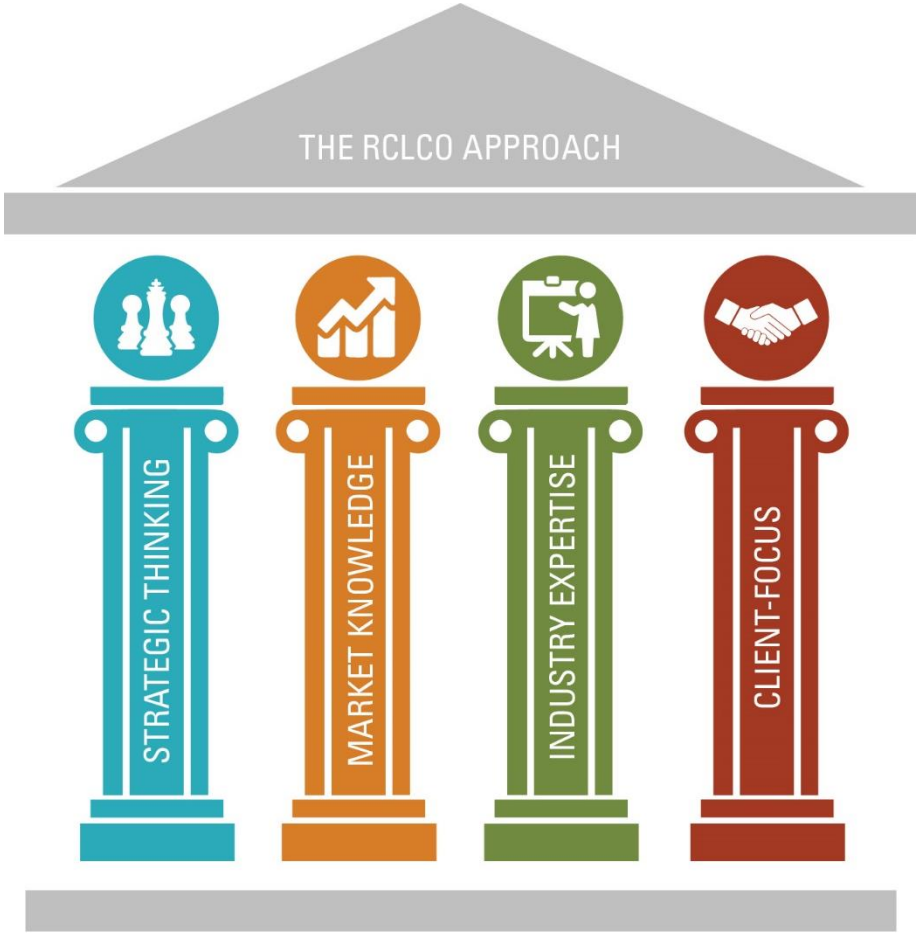
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BACKGROUND & OBJECTIVES

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



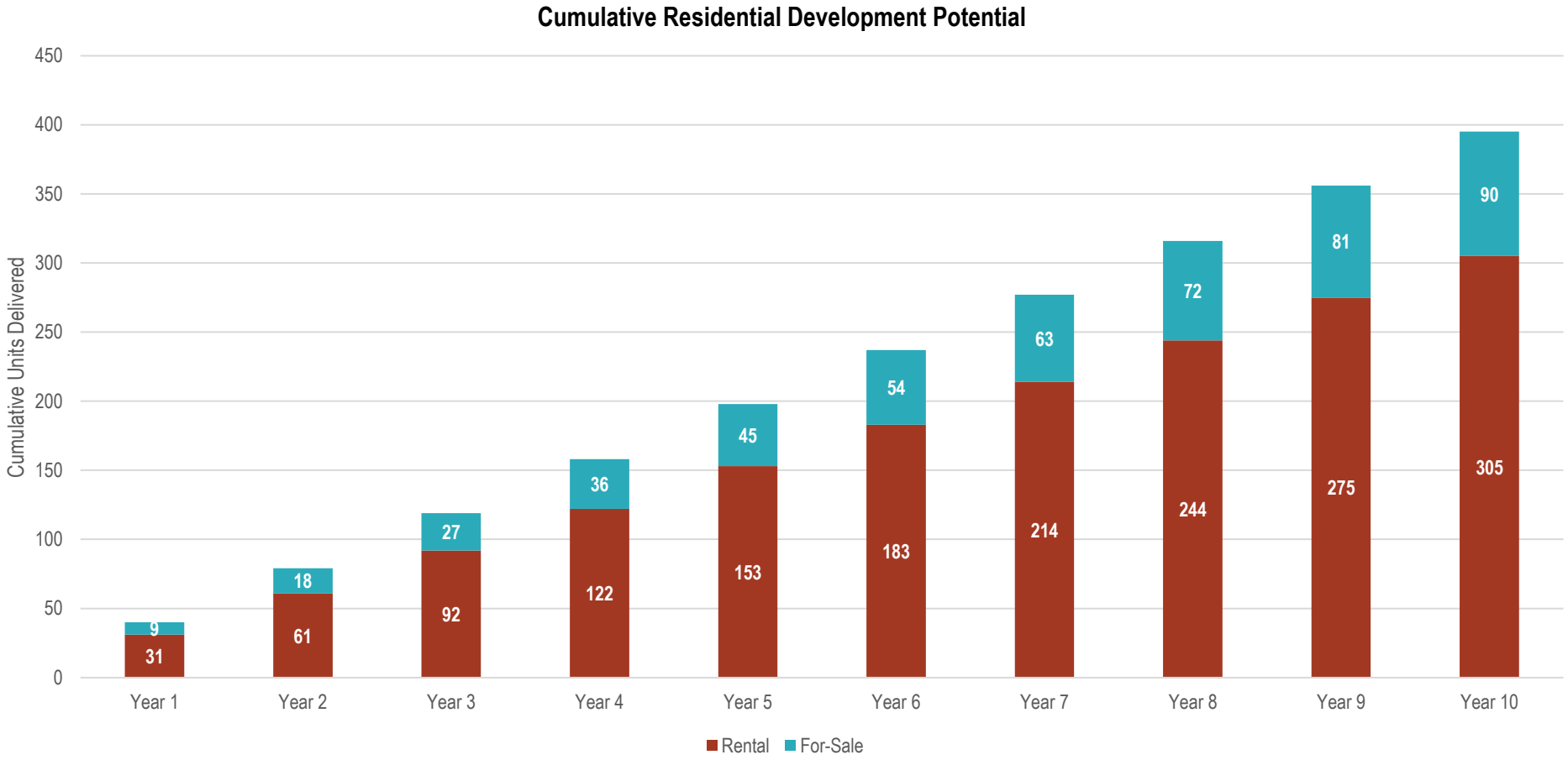
DEVELOPMENT OPPORTUNITY & STRATEGY

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.

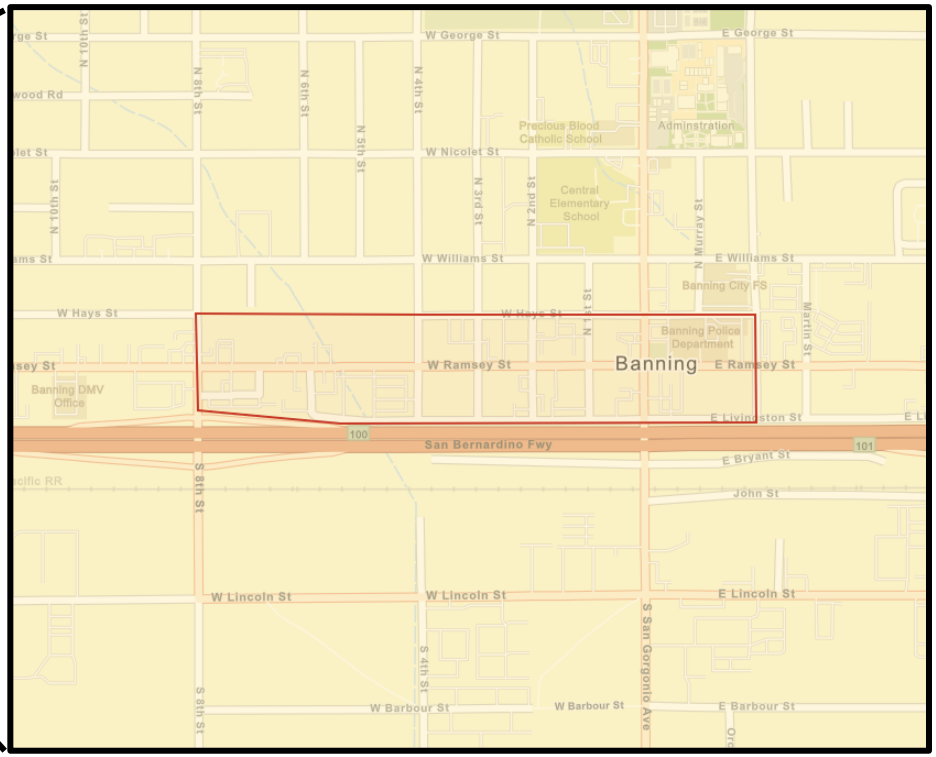
- The downtown area, spanning just over a half mile in length, is largely comprised of aging establishments and quick service restaurants and is characterized by high vacancy. Future development in Downtown Banning should benefit from high visibility as the area is adjacent to Interstate 10.

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

SITE CONTEXT

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

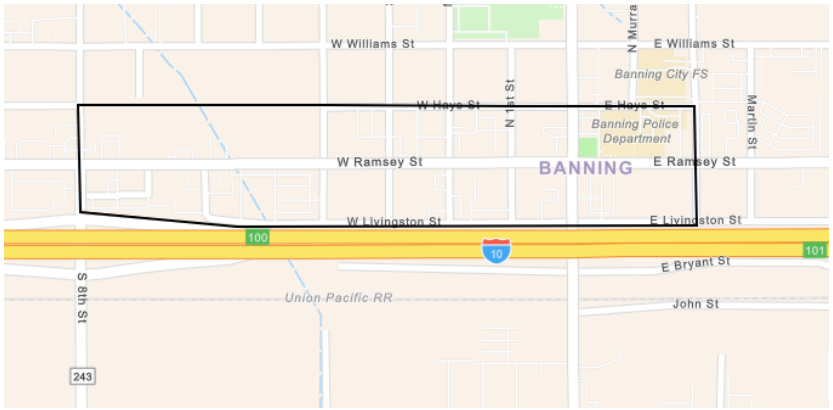


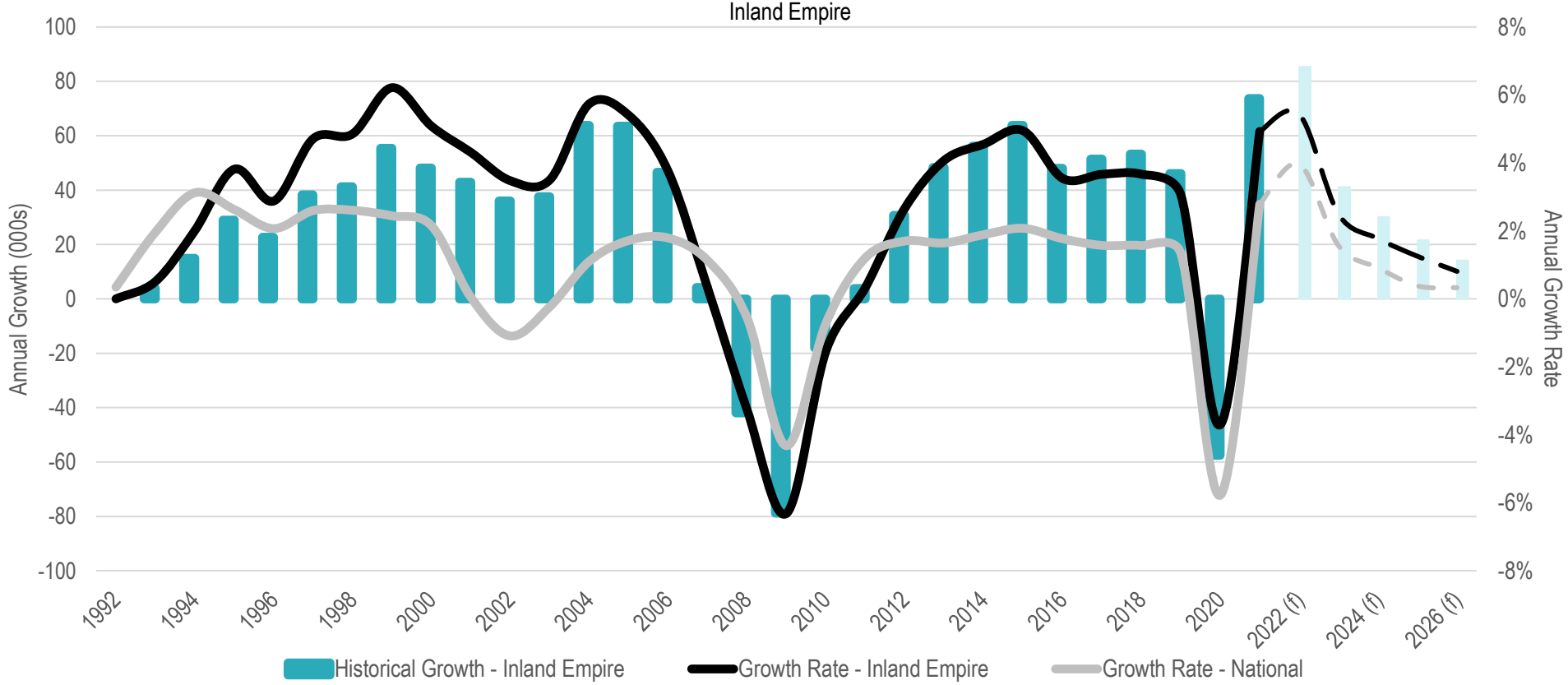
Image Source: Esri, Google Images

REGIONAL EMPLOYMENT GROWTH

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

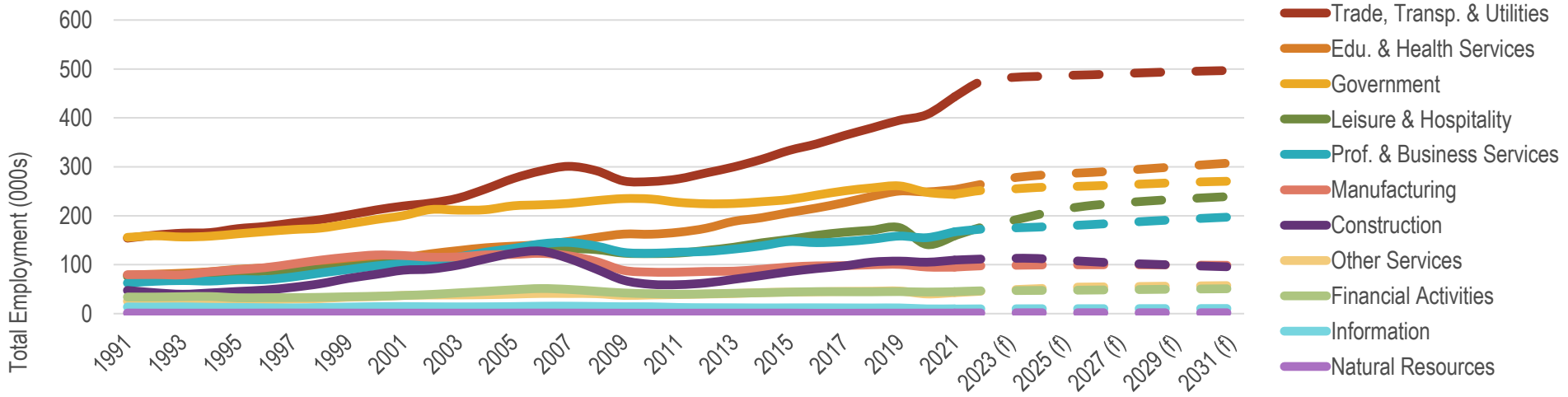
INLAND EMPIRE EMPLOYMENT IS PROJECTED TO GROW BY 10.4% OVER THE NEXT DECADE WITH CONTINUED GROWTH IN EDUCATION & HEALTH SERVICES AND PROFESSIONAL & BUSINESS SERVICES SECTORS AND A RECOVERY IN LEISURE & HOSPITALITY

- 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%

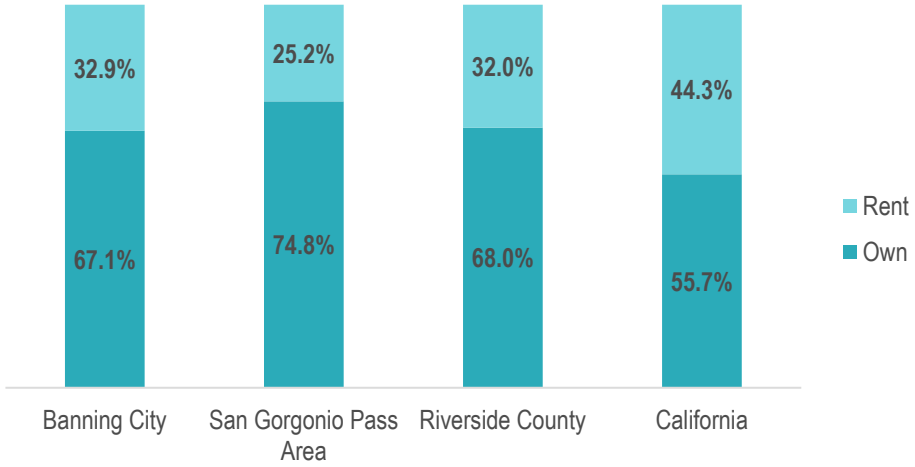
Note: The Competitive Market Area above is the geography defined on page 16.

Source: Esri; RCLCO

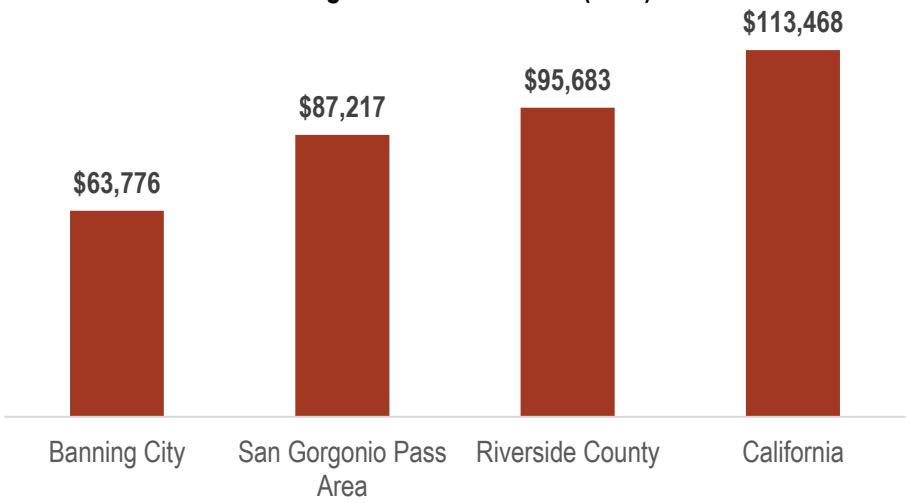
DEMOGRAPHIC OVERVIEW

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

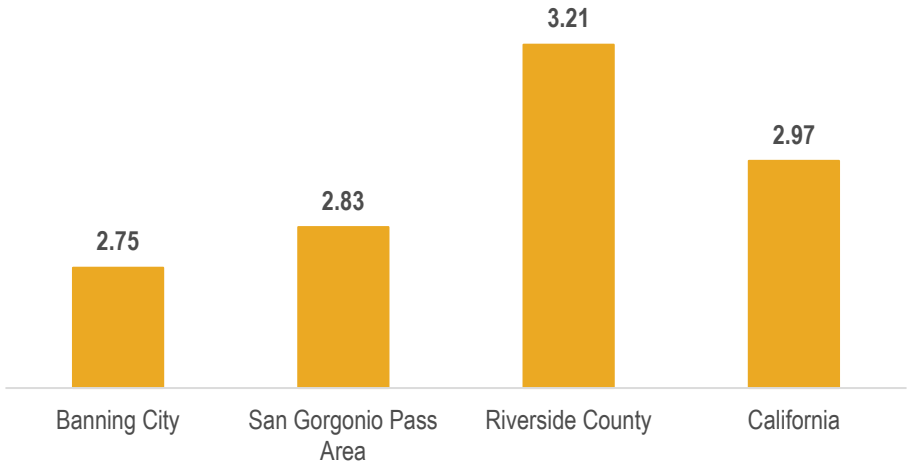
Tenure – Household Type (2021)



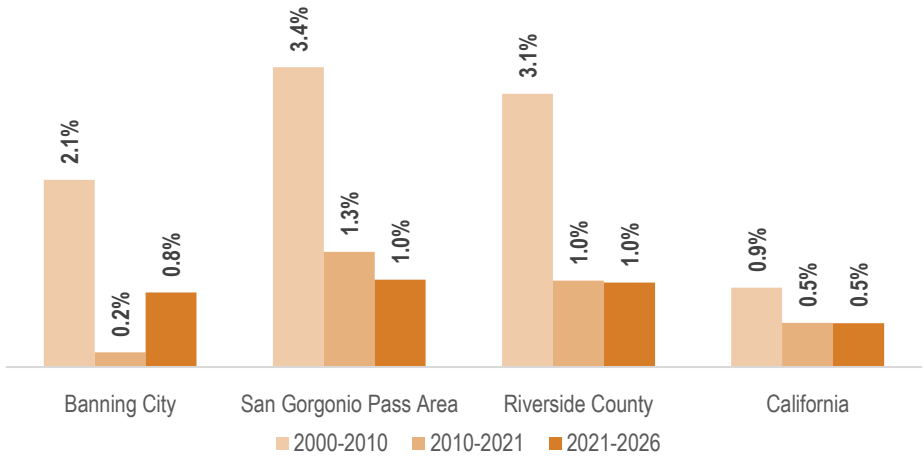
Average Household Income (2021)



Average Household Size (2021)



Annual Household Growth Rate



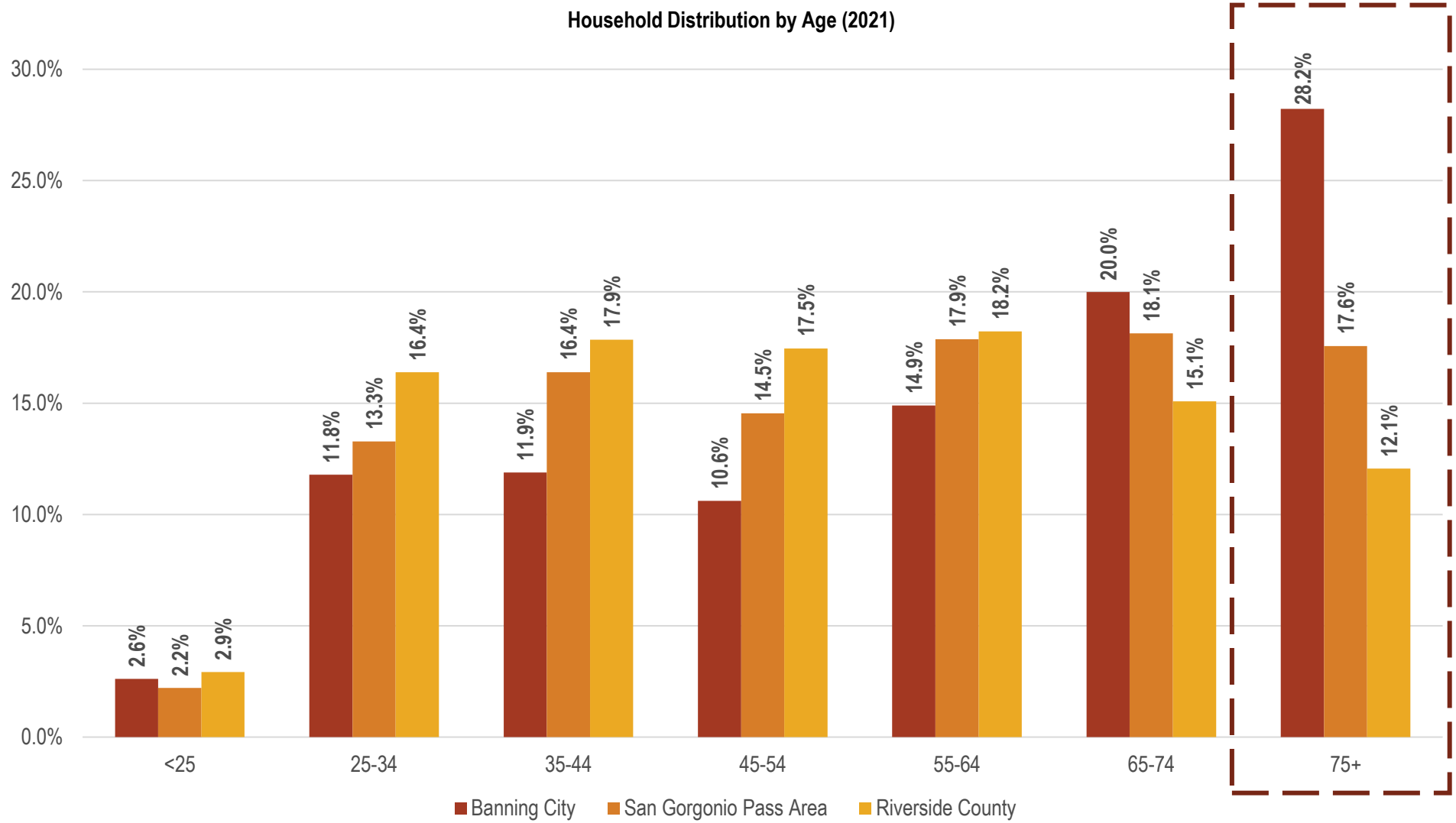
Note: The Banning-Beaumont and Surround Areas above is the geography defined on page 14.

Source: Esri; RCLCO

HOUSEHOLDS BY AGE

RCLCO REAL ESTATE CONSULTING

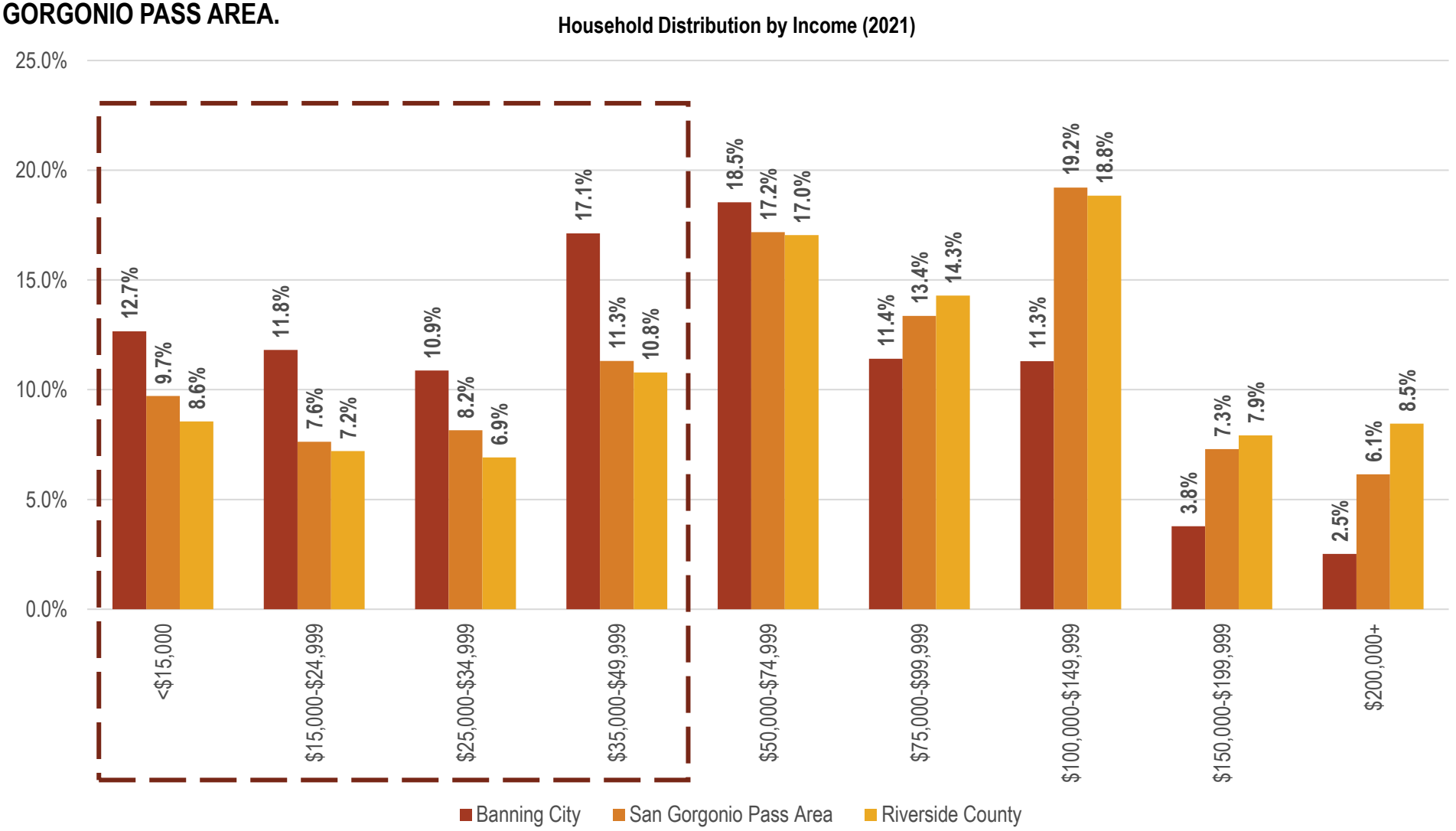
BANNING HOUSEHOLDS SKEW OLDER, WITH 48.2% OF HOUSEHOLDS OVER THE AGE OF 65; COMPARED TO 35.7% IN THE SAN GORGONIO PASS AREA, AND 27.2% IN ALL OF RIVERSIDE COUNTY



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.



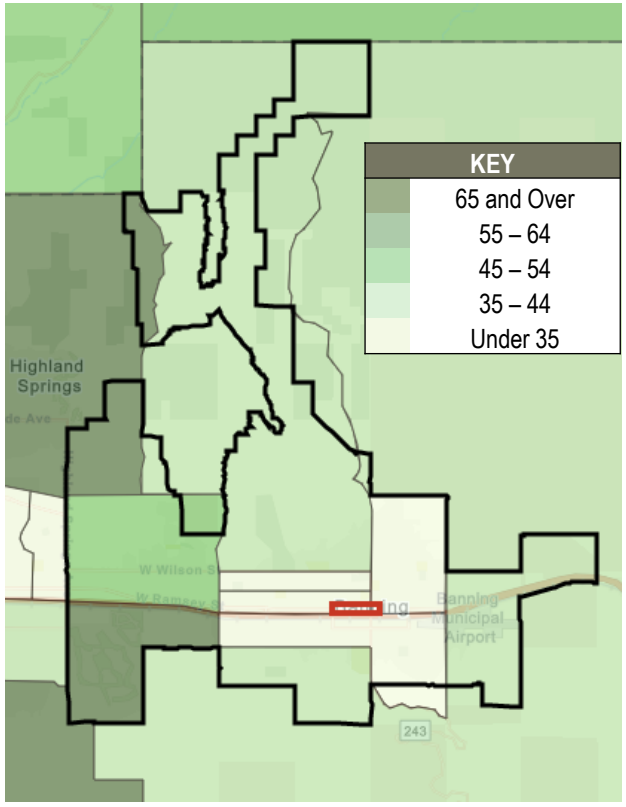
Source: Esri; RCLCO

BANNING DEMOGRAPHIC DISTRIBUTION

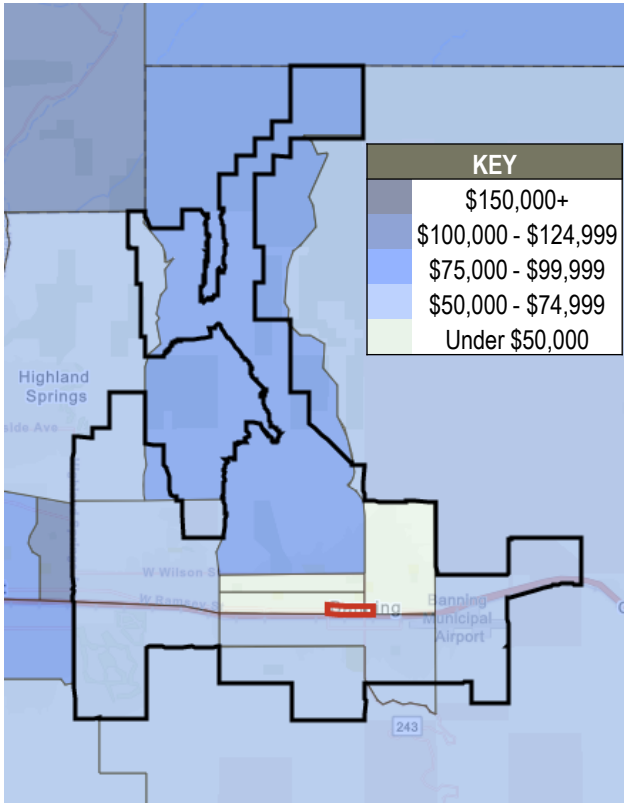
RCLCO REAL ESTATE CONSULTING

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.

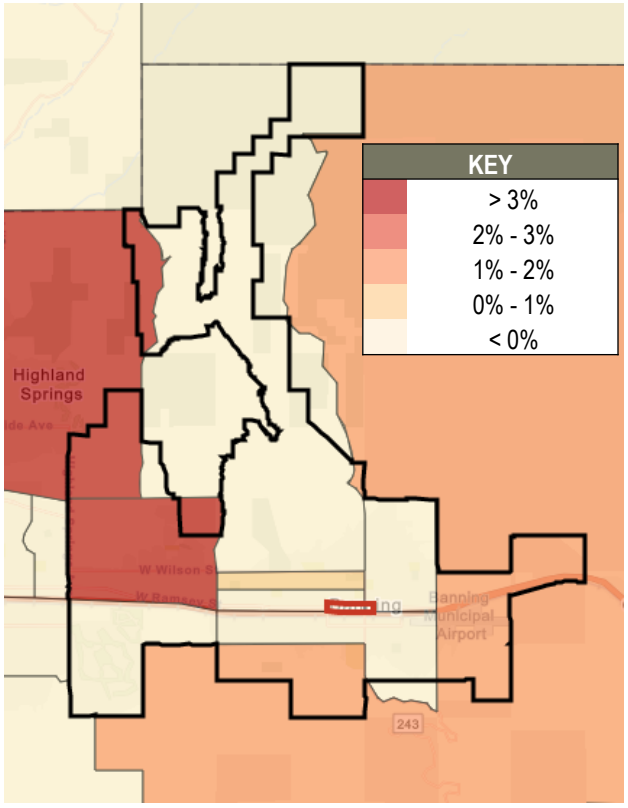
Median Age by Census Tract
Banning, 2022



Median Household Income by Census Tract,
Banning, 2022



Household Growth by Census Tract,
Banning, 2010 - 2022



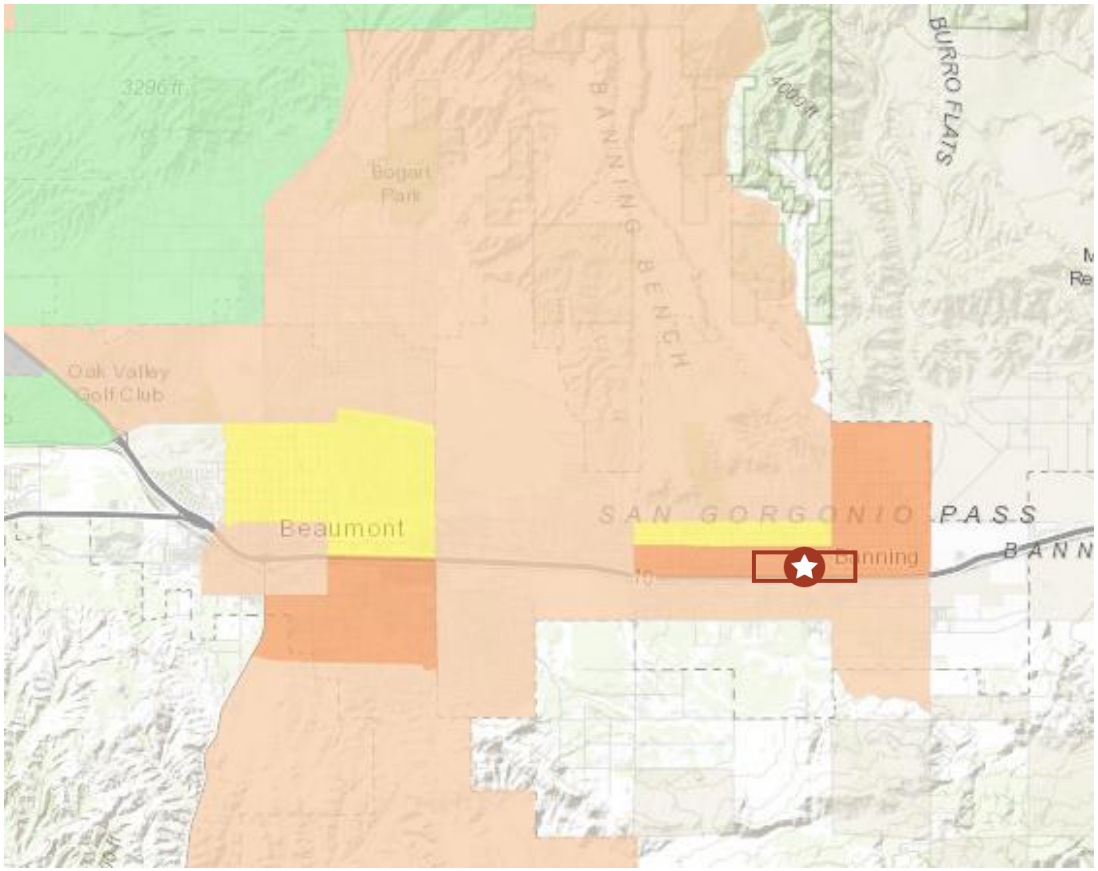
Source: Esri; RCLCO

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

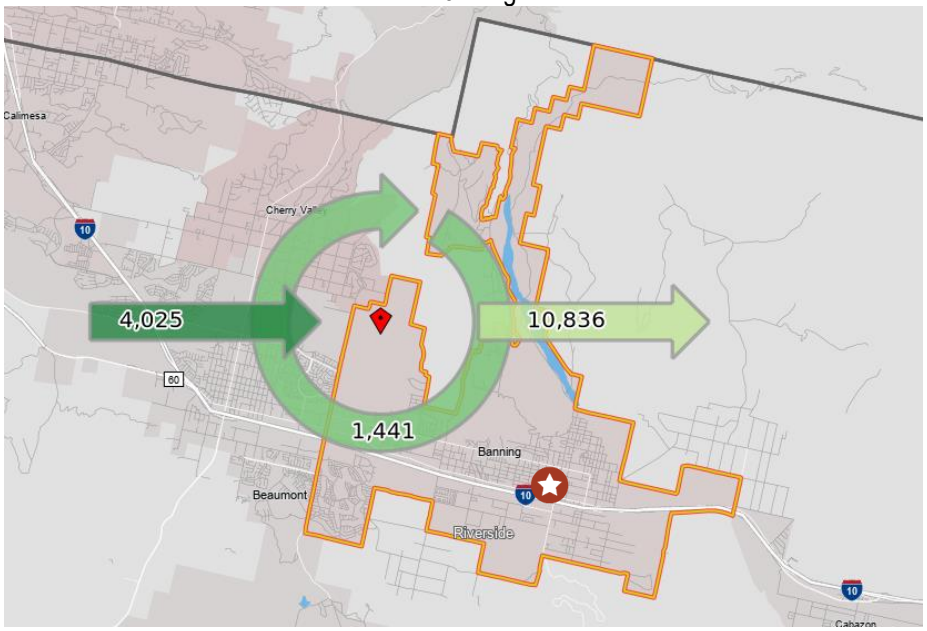
- **ESTABLISHED HIGH-END:** High home values and established development patterns
- **STABLE MIDDLE-INCOME:** Wide variety of home values that are attainable to a range of households
- **ECONOMICALLY CHALLENGED:** Lower home values and have seen little to no population growth in recent years
- **GREENFIELD 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

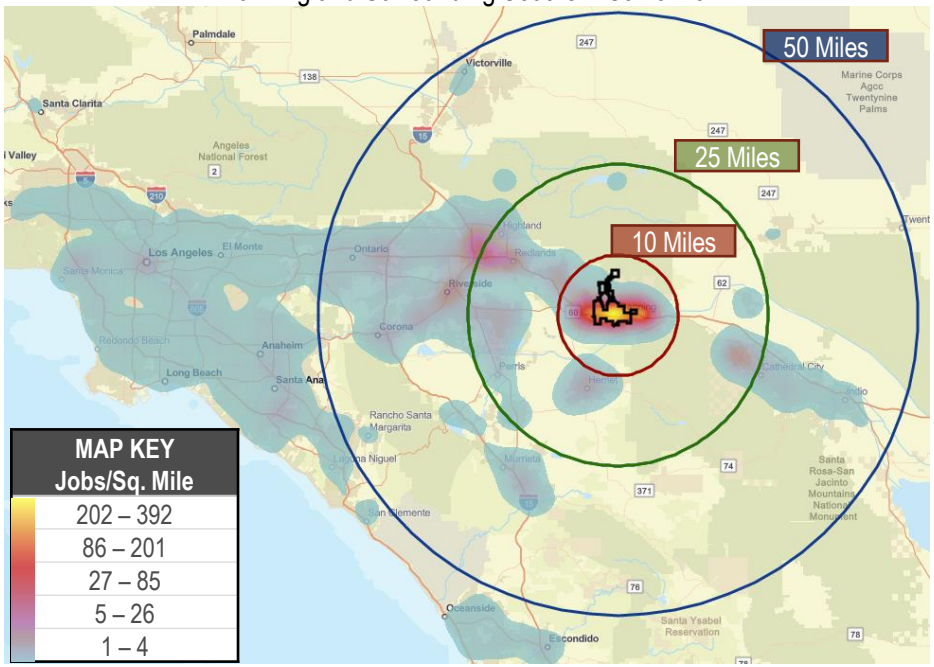
RCLCO REAL ESTATE CONSULTING

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

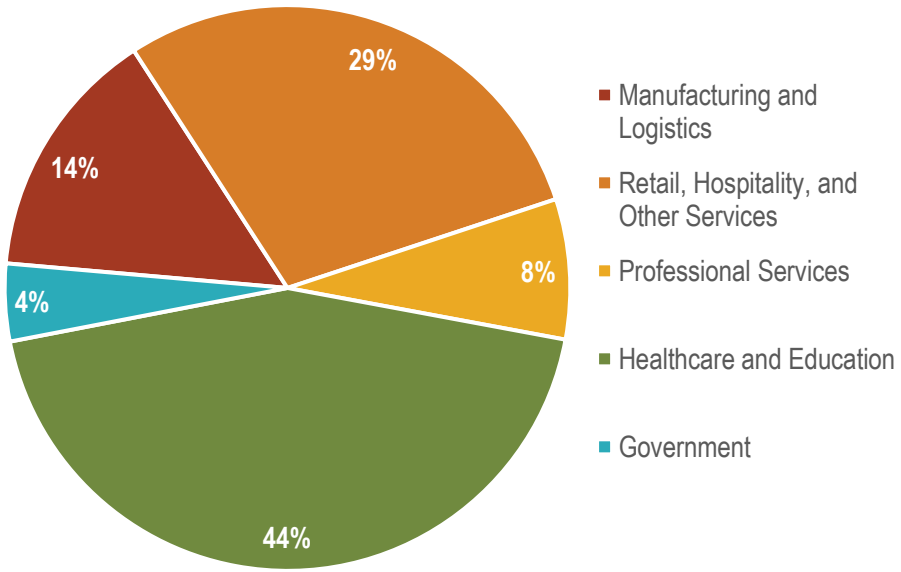
Source: Census on the Map; Esri; RCLCO

BANNING LIVE/WORK TRENDS

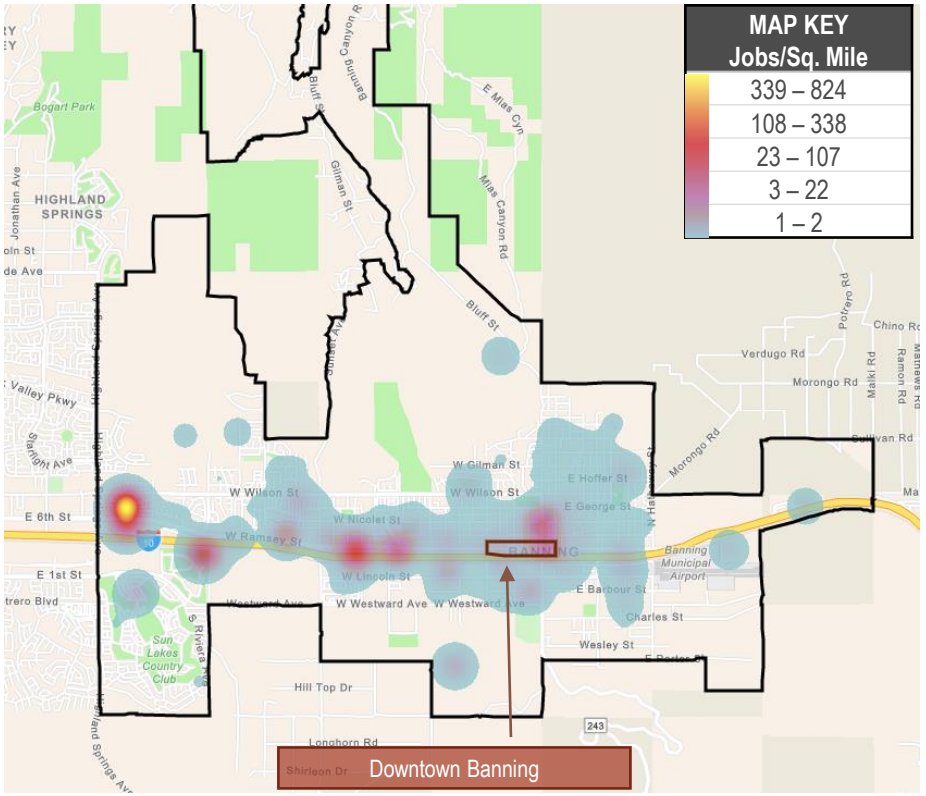
EMPLOYMENT IN BANNING IS CONCENTRATED ALONG RAMSEY STREET WHICH RUNS ADJACENT TO INTERSTATE-10

- 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%

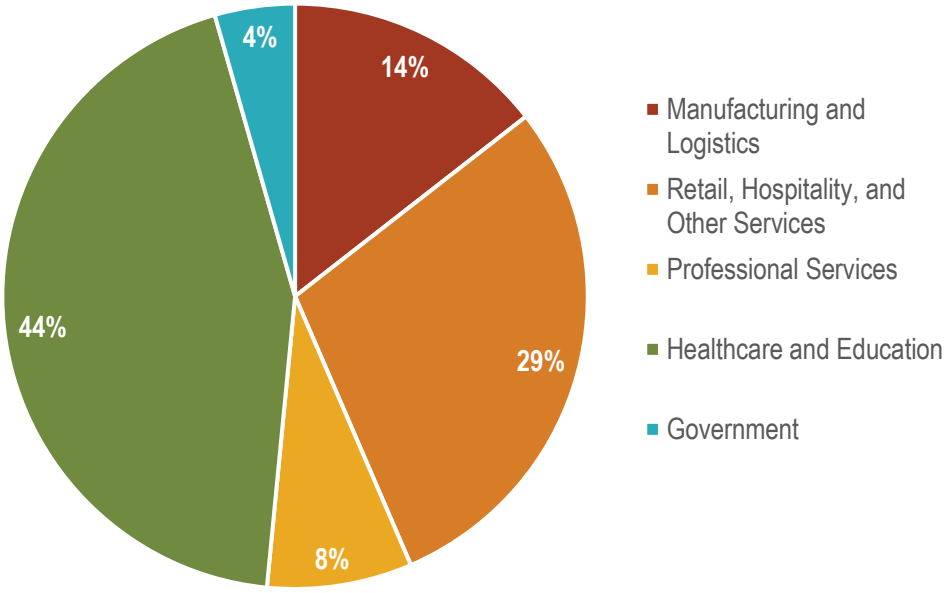
Source: City of Banning; Riverside County; Census on the Map; Esri; RCLCO

BANNING EMPLOYMENT COMPARISON

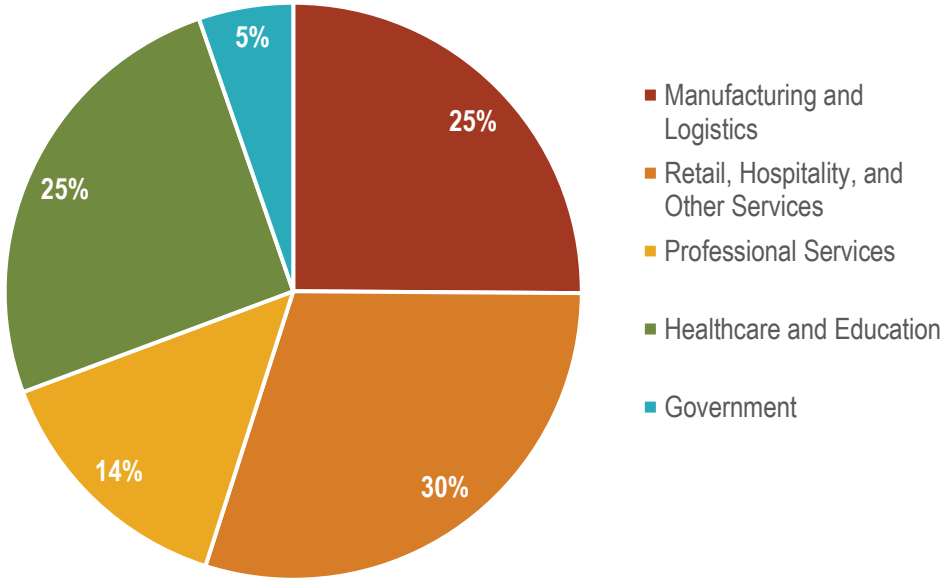
RCLCO REAL ESTATE CONSULTING

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%**

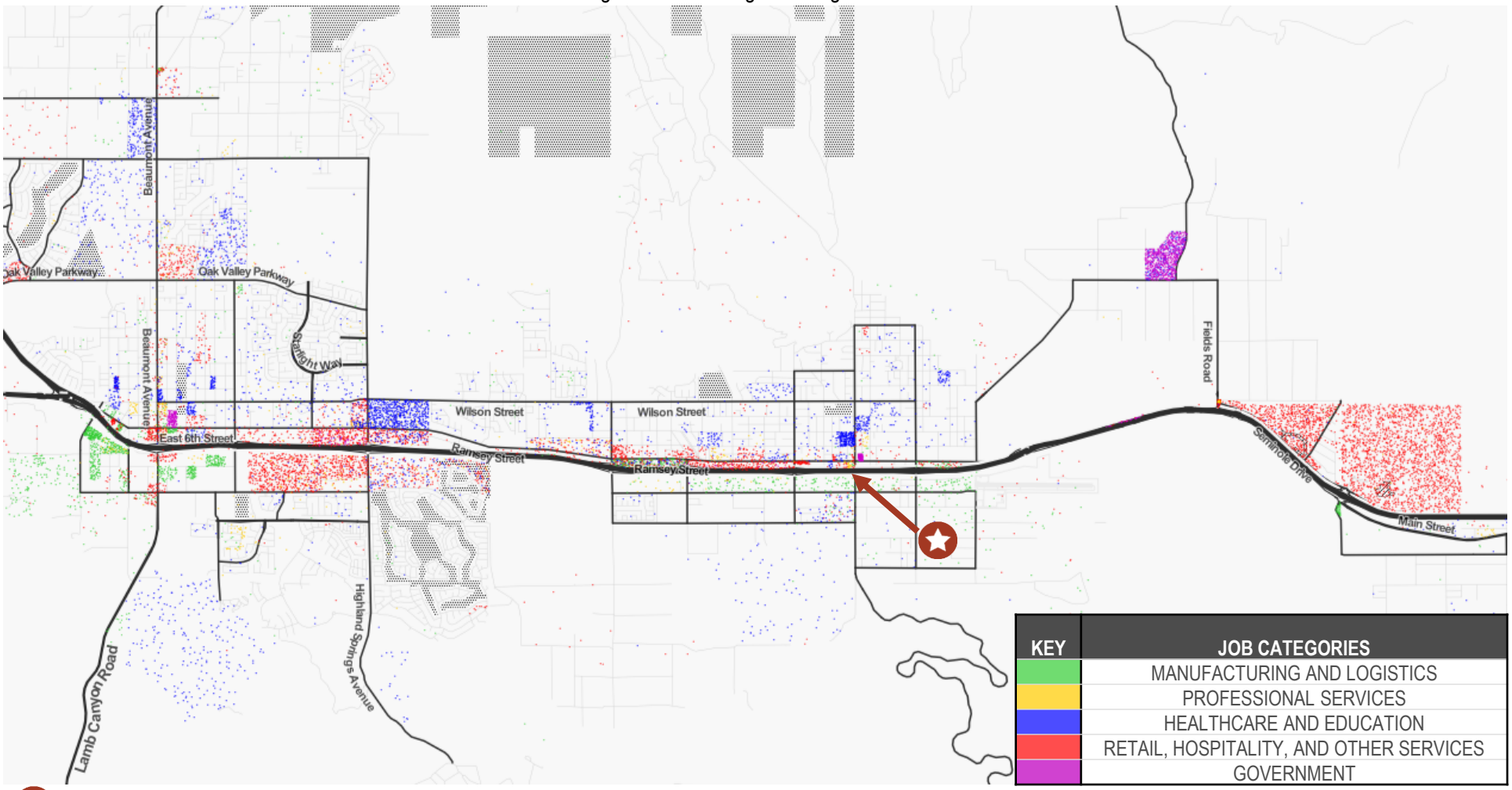
Source: Census on the Map; RCLCO

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

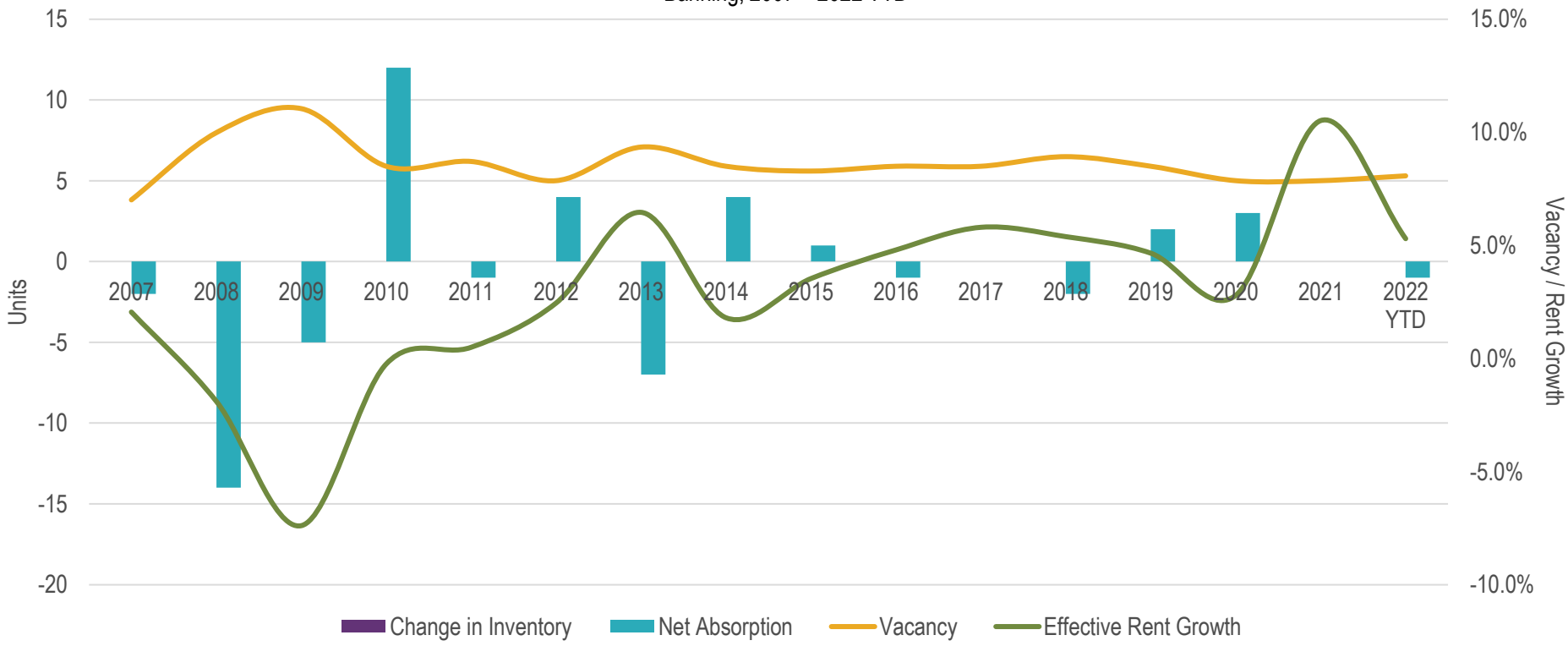
RENTAL APARTMENT MARKET

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

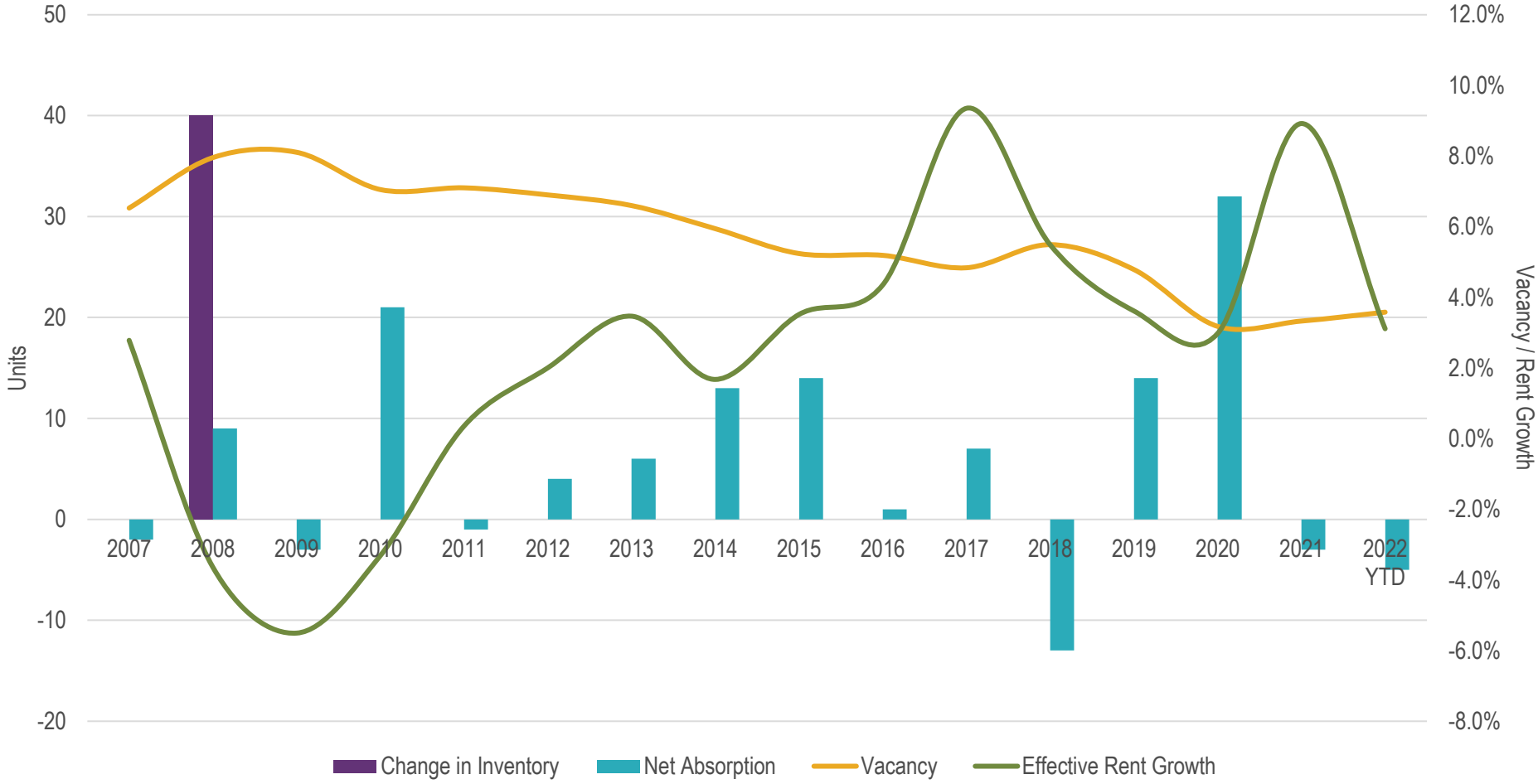


Source: CoStar; RCLCO

RENTAL APARTMENT MARKET

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

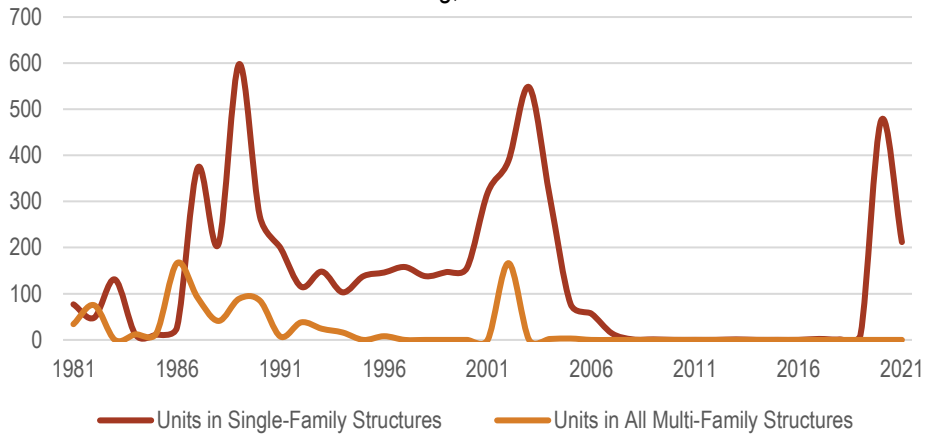
BUILDING PERMITS

RCLCO
REAL ESTATE CONSULTING

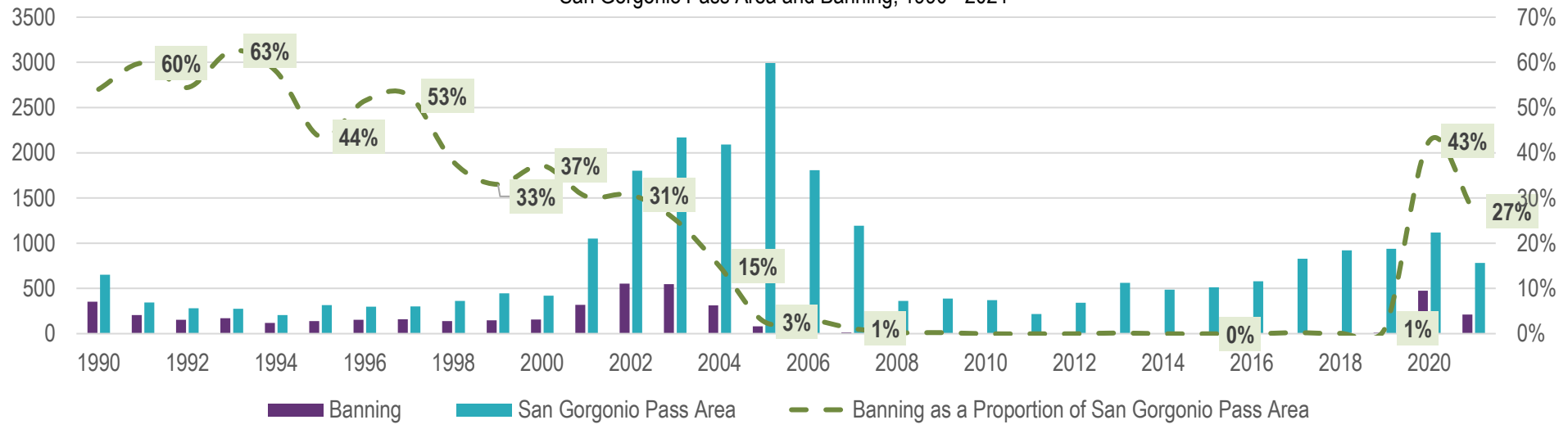
NEW DEVELOPMENT IN BANNING DROPPED OFF PRECIPITOUSLY AFTER 2003, BUT IN 2020 SURGED AND IS AGAIN GROWING A PROPORTION OF DEVELOPMENT IN THE SAN GORGONIO PASS AREA

- 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

NEW HOME DEVELOPMENTS

RCLCO REAL ESTATE CONSULTING

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

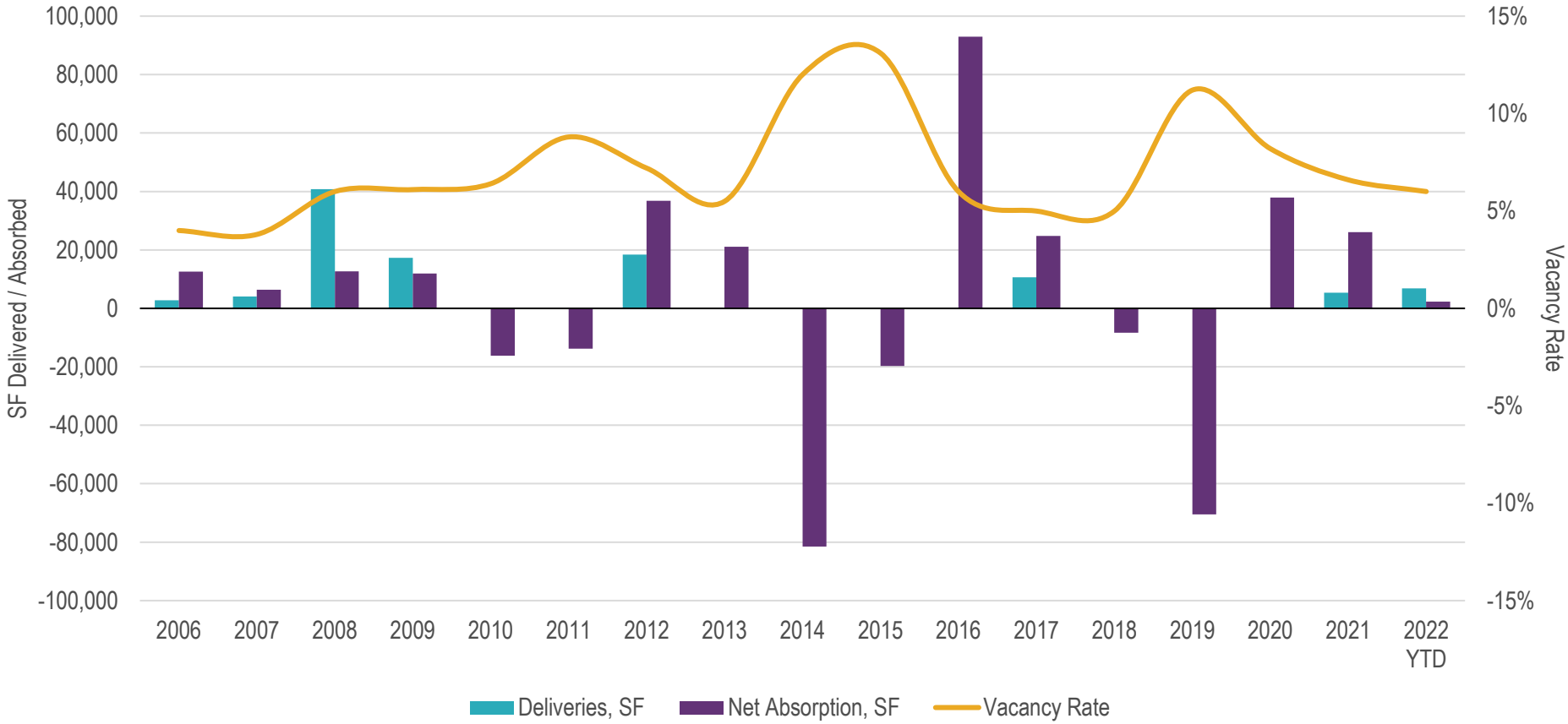


Source: Tri Pointe Homes; New Home Source

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

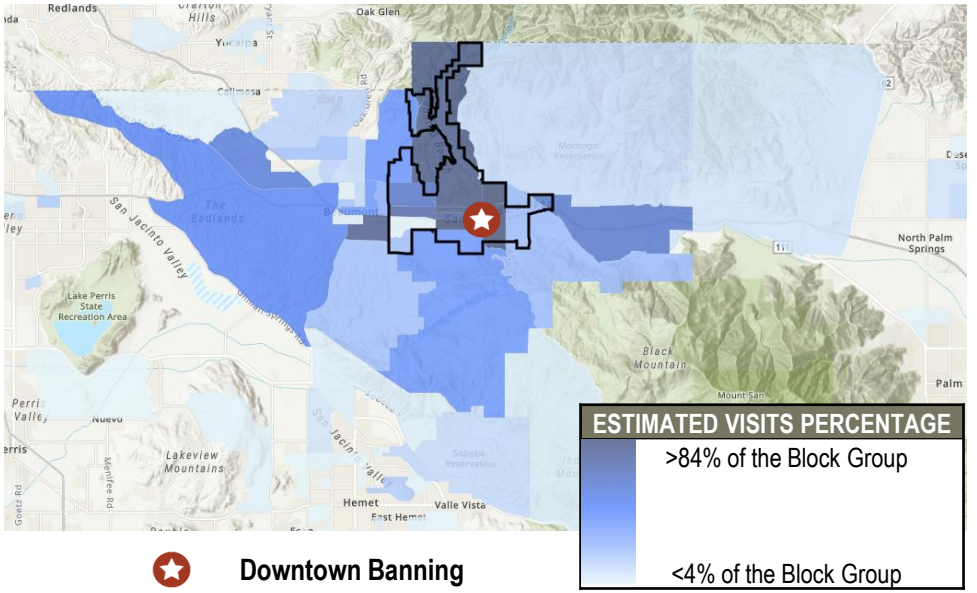
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ALMOST HALF OF ALL TRAFFIC TO EXISTING DOWNTOWN BANNING ESTABLISHMENTS ORIGINATES FROM WITHIN BANNING

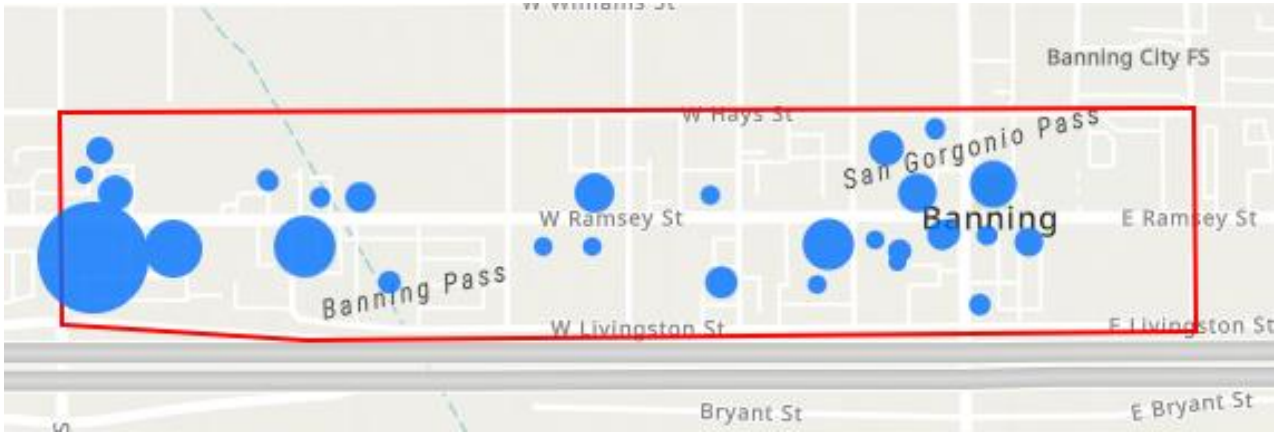
The retail visitor analyses were performed utilizing data from SafeGraph which provides a sample of cell phone data for over 18 million places of interest (POIs) where the cell phone was located for at least four minutes.

- 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

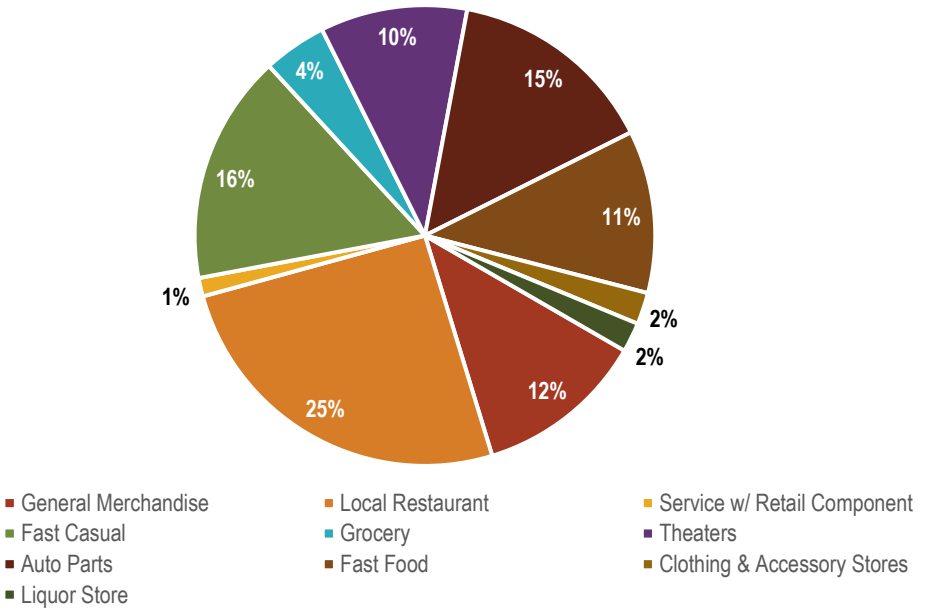
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EXISTING RETAIL IN THE CITY OF BANNING IS LARGELY CONCENTRATED IN SERVICES

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

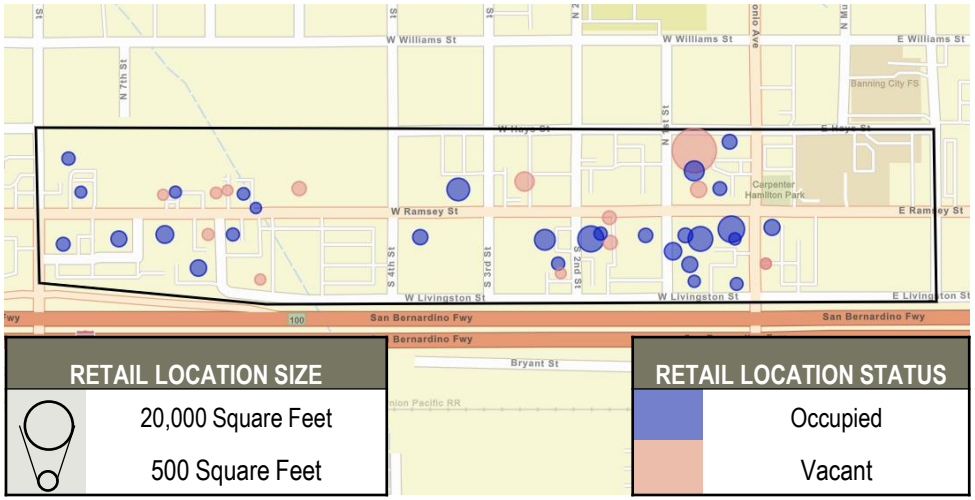
EXISTING RETAIL CONDITIONS

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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

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DISCLAIMERS

CRITICAL ASSUMPTIONS

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.



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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:	**Carla Young, Business Support Manager** **Jim Steffens, Interim Electric Utility Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-06, Approval of Itron Software-as-a-Service Product**

RECOMMENDATION:

Adopt Resolution 2024-06 approving the annual maintenance Software as a Service agreement for the Itron agreement in the not-to-exceed amount of $39,630 per year for a total of two years.

BACKGROUND:

On September 12, 2023, City Council approved Resolution 2023-162 consolidating the Software as a Service (SAAS) products utilized citywide. At that time, there were some agreements that were previously approved under the original resolution for the project so it was not included in Resolution 2023-162. The Purchasing division, acting to facilitate the requirements of the Government Accounting Standards Board (GASB) reporting on software agreements, has determined that all SAAS maintenance should be approved annually and paid by a purchase order.

The Itron Master Services agreement, which includes the SAAS agreement, is an annual cost of $39,630. It will be included in future citywide annual approval requests moving forward.

JUSTIFICATION:

The software application and platform is a necessary tools utilized by Staff for continued AMI metering operations for the Electric Utility department. The software provides informational data and reporting enabling Staff and Council to manage the City of Banning Electric Utility.

FISCAL IMPACT:

Staff budgets for the software annually.
FY 2023/2024 $39,630
FY 2024/2025 $39,630

ALTERNATIVES:

1. Adopt Resolution 2024-06 as recommended.
2. Adopt Resolution 2024-06 with modifications.
3. Do not approve Resolution 2024-06 and direct staff to abandon the Itron metering system and seek alternate software and meters to manage metering needs for the Electric Utility.

ATTACHMENTS:

1. Resolution_2024-06__Itron.pdf

1. Exhibit A - 2024-06_Att 3_C00659_ITRON_INC_ Executed.pdf
2. 2024-06_Att 2_Resolution 2023-162.pdf

RESOLUTION 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE ITRON SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT

WHEREAS, the City of Banning City Council approved Resolution 2023-162 for the multiple software as a service agreements (SaaS) in departments throughout the City; and

WHEREAS, Itron MSA is a critical component of the City of Banning Electric Utility smart meter system; and

WHEREAS, The Purchasing division, acting to facilitate the requirements of the Government Accounting Standards Board (GASB) reporting on software agreements, has determined that all SAAS maintenance should be approved annually and paid by a purchase order.

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

SECTION 1. The City Council approves the use of the Itron MSA including SAAS listed in Exhibit "A" for a total cost of $39,630 each year for a total of two years.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-06, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Itron Agreement

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MASTER SALES AGREEMENT (C00659)

General Terms and Conditions

This Master Sales Agreement (this "**Agreement**") is made between Itron, Inc., a Washington corporation having an address at 2111 N. Molter Road, Liberty Lake, Washington ("**Itron**") and the City of Banning, California, a California municipal corporation having an address at 176 East Lincoln Street, Banning, California ("**Customer**"),as of the date last signed below ("**Effective Date**").

1. Introduction.

1.1. Scope and Structure. This Agreement applies to certain products and services provided by Itron to Customer and consists of these General Terms and Conditions, Addenda, Attachment Schedule, Order Documents with Attachments, and Statements of Work.

1.2. General Terms and Conditions. These General Terms and Conditions contain terms and conditions that are generally applicable to all products and services provided by Itron to Customer under this Agreement.

1.3. Addenda. Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may add Addenda to this Agreement by written amendment after the Effective Date.

1.4. Order Documents. Order Documents contain Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may execute additional Order Documents after the Effective Date.

1.5. Order of Precedence. In the event of a conflict between these General Terms and Conditions and an Addendum or other attachment hereto, these General Terms and Conditions shall control. In the event of a conflict between an Order Document and these General Terms and Conditions or an Addendum, the Order Document shall control, but only with respect to the identification of products and services. These General Terms and Conditions, then an Addendum or Order Document, as applicable, shall control over any conflict with a Statement of Work.

1.6. Purchase Order Requirement. Customer shall purchase or license products or services described in each Order Document or Statement of Work under this Agreement by issuing a purchase order or similar ordering document accepted by Itron ("**Purchase Order**") indicating specific products and services, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and contract reference. No contingency contained on any Purchase Order shall be binding upon Itron. The terms of this Agreement shall apply, regardless of any additional or conflicting terms of any Purchase Order or other correspondence or documentation submitted by Customer to Itron, and any such additional or conflicting terms are deemed rejected by Itron, except as may be expressly provided herein.

2. Definitions. The following defined terms are used throughout this Agreement. Additional terms may be defined in Addenda, Order Documents and Statements of Work.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, cost or expense (including reasonable attorney's fees) or other relief.

Confidential Information means any confidential, trade secret or other proprietary information disclosed under this Agreement that is designated as "confidential" or which a reasonable person would assume is

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confidential, but excludes information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving Party; (ii) is rightfully in the receiving Party's possession, or known by it, prior to its receipt from the disclosing Party; (iii) is rightfully disclosed to the receiving Party by a third-party, free of any obligation of confidentiality; or (iv) is developed by the receiving Party independently and without reference to the disclosing Party's Confidential Information. Confidential Information includes all Customer Data.

Customer Data means all data about Customer's existing or prospective end users that Itron acquires, develops, collects, accesses, processes, stores, generates, or derives in connection with its performance of the Services or otherwise in connection with its performance under this Agreement. Such Customer Data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to identify a particular Customer end user or a prospective Customer end user, which information is not generally available to the public.

Defended Party means a Party entitled to defense from the Defending Party under Section 7 ("Third-Party Claims") of these General Terms and Conditions.

Defending Party means a Party obligated to provide defense to the Defended Party under Section 7 ("Third Party Claims") of these General Terms and Conditions.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other information relating to products and services offered by Itron, which Itron customarily makes available to its customers.

Fees means all amounts payable to Itron by Customer for products and services provided under this Agreement, as set forth in an Order Document or Statement of Work.

Force Majeure means any cause that is beyond a Party's reasonable control and without a Party's fault or negligence, including, but not limited to, accidents, riots, insurrections, acts of terrorists or any public enemy, acts of civil or military authorities, war, epidemics, fires, floods, earthquakes, severe weather, lightening, power outages, denial of service/virus/hacking attacks, disruptions in the flow of data to or from networks, embargoes, strikes, the inability to obtain required materials, qualified labor, or transportation, or the denial of or delays in processing of export licenses.

Intellectual Property and **Intellectual Property Rights** mean all industrial and intellectual property, including, without limitation, all U.S. and non-U.S. patents, patent applications, patent rights, trademarks, trademark applications, common law trademarks, Internet domain names, trade names, service marks, service mark applications, common law service marks, and the goodwill associated therewith, copyrights, in both published and unpublished works, whether registered or unregistered, copyright applications, franchises, licenses, know-how, trade secrets, technical data, designs, customer lists, confidential and proprietary information, processes and formulae, all computer software programs or applications, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

Order Document means (i) any document attached hereto and identified as an Order Document on the Attachment Schedule on the Effective Date, and (ii) any other document identified as an Order Document that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is executed by the Parties after the Effective Date.

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Parties means Itron and Customer, together.

Party means Itron or Customer, individually.

Services means, collectively, all services provided to Customer by or on behalf of Itron, pursuant to this Agreement.

Statement of Work or **SOW** means (i) any document describing services to be provided by Itron that is (i) attached hereto and identified as a Statement of Work on the Attachment Schedule, or attached to an Order Document as of the Effective Date, or (ii) any other document identified as a Statement of Work that references this Agreement and is executed by the Parties, or is attached to an Order Document that is executed by the Parties, after the Effective Date.

Territory means the country in which Customer's principal place of business is located.

3. Term.

Unless this Agreement is terminated earlier pursuant to Section 11 ("Termination") of these General Terms and Conditions, the term of this Agreement commences on the Effective Date and expires 60 months thereafter; provided, however, any in-process Statements of Work and any accepted Purchase Orders as of the expiration date shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion.

4. Warranties and Disclaimer.

4.1. Warranties. All warranties relating to products and the Services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.

4.2 Disclaimer. Except for the express warranties provided by Itron under this Agreement, Itron makes no warranty of any kind relating to products and services and disclaims all implied warranties, including without limitation, (i) implied warranties of merchantability or fitness for a particular purpose, (ii) warranties of title and against infringement, and (iii) warranties arising from a course of dealing, usage or trade practice. To the extent any implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. Itron and its suppliers do not warrant or represent that products or services will be free from bugs, errors or that their use will be uninterrupted or error-free. Itron assumes no liability or responsibility for any interruption or cessation of transmission to or from its data centers or data centers of its vendors via WAN, cellular or other public communications or broadband systems (including outages, device non-reachability, loss or inaccurate reading) or for any consequences, losses, or damages arising from changes made by Customer to the content or programming of equipment (unless caused by a defective product or when Itron performs such programming). These disclaimers will apply notwithstanding any failure of the essential purpose of any limited remedy provided under this Agreement.

5. Intellectual Property.

5.1 Reservation of Intellectual Property. Subject to the limited rights expressly granted by Itron to Customer under this Agreement: (i) Itron reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Customer owns all right, title and interest in and to its Confidential Information and Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those delivered to

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Customer.

5.2 Customer Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

6. Fees, Invoicing, Payment, and Taxes.

6.1 Fees. Fees for products and services are set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in an applicable Addendum, Order Document, or Statement of Work, Fees for products and services are valid for one (1) year from the effective date of the Order Document or Statement of Work.

6.2 Invoicing. Itron will invoice Customer for products and services in accordance with the applicable Addendum, Order Document or Statement of Work.

6.3 Payment of Invoices. Customer must pay each invoice without setoff within thirty (30) days of the invoice date. Payment must be made in USD. Itron may charge a late payment fee on any unpaid overdue Fees in an amount equal to the lesser of: (a) one percent (1%) of such Fees per month, or (b) the maximum rate allowed by applicable law.

6.4 Freight and Taxes. All prices are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other similar amounts disclosed to Customer in advance or shipping, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charge or upon this Agreement. All Itron products shipped to Customer are shipped FOB destination. Customer shall pay any taxes related to products and services provided pursuant to this Agreement (except for taxes based on Itron's net income) or shall present an exception certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice.

7. Third-Party Claims.

7.1 General Claims. Itron shall defend, indemnify, and hold the Customer, its elected officials, officers, employees, and agents ("Indemnitees") harmless with respect to any and all Claims, including lawsuits, tort claims, demands, penalties, losses, fines, liens, stop notices, liabilities, damages and expenses for personal injury, death, property damage, and/or any other damages causing financial loss, Claims arising out of a breach of Section 9 or 10 of this Agreement, and/or the negligent actions and omissions, or intentionally malicious actions or omissions, of Itron or those of its owners, officers, employees, subcontractors, third party providers, and/or agents, in connection with the provision of the Services pursuant to this Agreement, including the operations, professional services, installation of equipment and/or software, and training while present on property owned by or under control of Customer. This section shall not apply to the extent that any such lawsuit, claim, demand, penalty, loss, fine, liability, damage, and expense is caused by the active negligence or willful misconduct of any of the Indemnitees

7.2 Infringement Claims. Itron will also defend Customer from and against Claims arising from an allegation that any Itron-branded products or any of the Services infringe upon any third party's Intellectual Property Rights within the Territory

7.3 Conditions to Defense. As a condition to the Defending Party's obligations under Section 7.1 or Section 7.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim; (ii) give the Defending Party reasonable information and assistance in connection with the Claim in a timely manner; and (iii) give the Defending Party the sole right to control the defense and settle of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party; (b) there is no injunctive or other non-monetary relief against the Defended Party; and, (c) the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability in respect of the Claim.

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7.4 Conditions to Infringement Claim Defense. If Itron receives notice of an alleged infringement by any products or the Services provided to Customer pursuant to this Agreement, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to promptly obtain the right for Customer to continue use of the affected products or services, or to promptly replace or modify the affected products or services so that they are no longer alleged or believed to infringe, provided that it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or Services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the service, as the case may be.

7.5 Exclusions to Infringement Claim Defense. Itron will have no obligation under Section 7.2 above for any infringement Claim to the extent that the Claim results from (i) the combination, operation or use of any product or service provided by Itron with any product or service (including third-party software and equipment) not provided by Itron, but excepting Customer's operating systems, software, and equipment normally used in Customer's day to day operations; (ii) any modification to products or services made without Itron's prior written consent, (iii) failure to use updated or modified products or services as provided by Itron, (iv) use of any release of Itron software or any firmware other than the most current release made available to Customer, or (v) use of products or services not in accordance with this Agreement and applicable Documentation, (vi) any modification to products or services by a person other than Itron or an authorized representative of Itron, or (vii) Itron's compliance with any designs, specifications, or instructions provided by Customer. The Parties agree that Customer shall not provide Itron with any such designs, specifications, or instructions as part of this Agreement. In addition, Itron shall not be liable for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

7.6 EXCLUSIVE REMEDY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS SECTION 7 CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

8. Insurance.

Throughout the term of this Agreement, Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than $1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than $1,000,000 per occurrence and $2,000,000.00 aggregate; (iii) an automobile liability policy or policies (covering any auto) in an amount not less than $1,000,000.00 per accident, combined single limit; (iv) cyber liability covering the services provided by this Agreement insuring against financial loss, resulting from unauthorized access to, or theft or destruction of Customer Data, with limits not less than $1,000,000 perclaim; and (v) a professional liability policy or policies insuring against liability for errors and omissions covering professional services provided by Itron under this Agreement in an amount not less than $1,000,000.00 perclaim. If a "claims-made" policy is provided, then, if canceled or not renewed, Itron shall purchase an extended reporting period of not less than three (3) years or purchase a replacement policy with a retroactive date prior to the effective date of this agreement. All such certificates of insurance shall be subject to the prior review and approval of Customer's Risk Manager. Prior to commencing performance of the Services, and upon written request thereafter, Itron will provide certificates of insurance evidencing the required coverage, together with endorsement(s).

If a general aggregate applies to the commercial general liability, then either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages. Any deductibles or self-insured retentions must be declared to the Customer prior to Itron commencing any work under this Agreement. Customer, its elected officials, officers, attorneys, agents,

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employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, “Additional Insureds” sometimes hereafter in this Section 8.)

Itron’s insurance coverage for Commercial General Liability and Auto Liability shall be primary to any other similar insurance carried by the Customer. Any insurance or self-insurance maintained by Customer or any of the Additional Insureds, shall be in excess of Itron’s insurance and shall not be called upon to contribute with it.

The Commercial General Liability and Auto Liability insurance coverage shall contain a provision that prohibits cancellation, or lapse without thirty (30) calendar days' prior written notice from insurer to the Customer. The notice shall be provided via mail.
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 the Customer or its operations limits the application of the insurance coverage. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Itron under this Agreement. Except for professional liability and cyber liability, each policy shall be endorsed to state that the insurer waives the right of subrogation against the Additional Insureds.

All insurance coverage shall cover Itron’s operations pursuant to the terms of this Agreement. Any actual or alleged failure on the part of the Customer 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 the Customer or any Additional Insured.

All insurance coverage required by this Section 8 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A-:VIII” in the most recent A.M. Best's Insurance Rating Guide.

Itron shall furnish the Customer with satisfactory evidence of the insurance required by this Section 8. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. . Itron shall file all certificates of insurance and fully executed endorsements, with the Customer before commencing performance of the Services. Thereafter, Itron shall provide proof via a certificate of insurance that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Itron shall furnish such proof to the Customer prior to the expiration of the affected coverages.

Itron shall require subcontractors and any other party performing services on behalf of Itron to carry the same insurance as required in this Section 8. Itron shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 8.

9. Data Protection.

The Parties must implement and establish reasonable security protocols for the protection and retention of Customer Data. As between Customer and Itron, Customer will retain its rights in Customer Data; provided, however, Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data solely for the purposes of (i) providing products and the Services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron’s products and the Services, and (iii) so long as Customer is not identifiable and all personally identifiable information is either removed or

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anonymized, developing new products and services. Except as otherwise required herein, Itron assumes no responsibility for Customer or third-party content carried on Customer's or Itron's systems. Customer warrants and represents that, during the term of this Agreement, (a) it has the legal right and authority to grant Itron access to view, store, and use the Customer Data to provide products and the Services, and (b) Itron's transmission, use and storage of any such Customer Data in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

Any and all cloud-based storage provided by Itron shall be physically located in the continental United States. In order to provide the greatest protection possible as to Customer Data stored using cloud-based storage, Itron shall comply or require compliance with ISO/IEC 27001, or any successor standards. Storage of any personally identifiable information shall comply with ISO/IEC 27017 and 27018, or any successor standards. If Itron cannot certify its compliance with the foregoing ISO/IEC data protection standards, then prior to commencing any cloud-based storage of Customer Data, Itron shall provide for review and approval by Customer's IT Manager, a detailed, written description of the data security measures used by Itron and/or which Itron requires its authorized cloud-based storage services that will store Customer Data, to use. Itron shall not store any Customer Data using cloud-based storage before receiving such written approval from Customer's IT Manager or designee. In no case shall Itron's data privacy and information security safeguards used to protect Customer Data be less stringent or provide less protection, than the safeguards Itron uses to protect its own data and information.

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, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Itron that relate to the protection of the security, confidentiality, or integrity of Customer Data, Itron shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer 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 Customer; (c) in the case of personally identifiable information (PII), at Customer'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; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Itron's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Customer for any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence; (g) be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (h) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Itron will undertake to prevent a future occurrence.

Notwithstanding any other provision herein, Itron agrees that, at no cost to Customer, any and all Customer Data, wherever stored, shall be retrievable by Customer within not more two business days following written or verbal notice to Itron, in order for Customer to timely respond to records requests

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pursuant to the California Public Records Act, subpoena or court order. Promptly upon receipt of verbal or written notice given by Customer to Itron, and at no cost to Customer, Itron shall institute a “litigation hold” on all Customer Data identified in the litigation hold notice, meaning that no Customer Data shall be transferred to any third party or destroyed pending release of the litigation hold, even in the event of non-payment by Customer.

10. Confidentiality.

Each Party receiving, possessing, accessing or otherwise acquiring Confidential Information of the other Party acknowledges that the disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing Party. The receiving Party: (a) must keep the disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing Party’s prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing Party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving Party’s employees, agents, contractors or subcontractors and professional advisors who need to know such Confidential Information; and (d) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation including the California Public Records Act and records required to be disclosed pursuant to subpoena or court order; provided, however, that the receiving Party must provide prior written notice of a request for such disclosure to the disclosing Party with as much notice as reasonably possible under the circumstances. Customer acknowledges that under Itron’s obligations to comply with the U.S. Securities laws, Itron may be required to disclose the execution of this Agreement as part of its reporting requirements to the U.S. Securities and Exchange Commission and hereby consents to such disclosure.

Itron shall: (a) subject to the exceptions herein, keep and maintain Customer 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 Customer 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 Customer Data only to those employees or agents of Itron 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 Customer Data for Itron’s own purposes or for the benefit of anyone other than Customer without Customer’s prior written consent.

Without limiting Itron’s obligation of confidentiality as further described herein, Itron shall be responsible for establishing, maintaining, and providing a written description to Customer of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Itron, if any, comply with all of the foregoing.

11. Termination.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to

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bankruptcy or receivership proceedings, or (ii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach. Any notice of breach must specify (a) the nature of the breach, and (b) the specific act or acts that the non-breaching Party contends would correct such breach. For the avoidance of doubt, Customer's failure to pay invoices timely will be deemed a material breach of this Agreement.

Termination for Non-Appropriation. Customer is subject to the State of California Constitutional Debt Limitation requirements. Based thereon, after the first year of Services, Customer may terminate this Agreement by providing Itron not less than sixty (60) days' prior, written notice that Customer's City Council has not appropriated funds sufficient to pay the following year's Fees. In such event, Itron will be paid for Services satisfactorily performed up to the date of termination.

12. Survival.

The following sections of these General Terms & Conditions shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Introduction), 2 (Definitions), 3 (Term), 4 (Warranties and Disclaimer), 5 (Intellectual Property), 6 (Fees, Invoicing, Payment and Taxes), 7 (Third Party Claims), 8 (Insurance), 9 (Data Protection), 10 (Confidentiality), 11 (Termination), 12 (Survival), 13 (Limitation of Liability), 14 (Disputes), 15 (Governing Law), 16 (Jury Trial Waiver)**,** 17 (Legal Compliance), 18 (Publicity), 20 (Sub-contractor and Outsourcer), 21 (Independent Contractor), and 22 (Miscellaneous). An Addendum or Order Document may also contain provisions that expressly survive termination or expiration of this Agreement or any Order Document or Statement of Work.

13. Limitation of Liability.

Except for Customer's violation of Itron's Intellectual Property Rights, and except as provided in Sections 7 and 8, neither Party will be liable to the other Party for any consequential, indirect, special, incidental, punitive or exemplary damages arising out of this Agreement or products or services provided hereunder (including, but not limited to, damages for loss of data, goodwill, profits other than amounts payable by Customer to Itron hereunder, investments, use of money or facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets), whether or not foreseeable and even if such Party has been advised of the possibility of such damages. Except as provided in Sections 7, 8 and 9 and/or Customer's payment obligations hereunder or violation of Itron's Intellectual Property Rights, neither Party's liability to the other Party arising out of or related to this Agreement or any products or services provided hereunder shall exceed the amounts paid and payable by Customer under the applicable Order Document or Statement of Work during the twelve month period immediately preceding the date upon which the liability arose, regardless of whether any action or claim is based on contract, warranty, indemnity, negligence, strict liability or other tort or otherwise.

14. Disputes.

Any dispute arising under this Agreement or relating to Itron products and services will be escalated to each Party's applicable project or business manager (each a "**Manager**"). The appropriate Manager will then notify the other Party's Manager of the issue and meet as soon as reasonable considering the nature and impact of the issue. If a dispute cannot be resolved by the Managers within a time period that is satisfactory to the Party raising the issue and, in any event, within fifteen (15) days after the initial referral, the Managers will refer the dispute to their respective vice presidents or equivalent. If such vice presidents cannot resolve the dispute within a time period that is satisfactory to the Party raising the issue and, in any event, within ten (10) days after such referral, either Party may pursue any other remedy available to it in law or equity. These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened violations of a Party's Confidential Information or other Intellectual Property Rights, or indemnity

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obligations, for which the Parties may immediately bring an action, including one seeking injunctive relief without posting a bond.

15. Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law.

The Federal District Court, Central District of California or the Superior Court of the County of Riverside, California shall have exclusive jurisdiction over any claim arising hereunder, provided that either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's Intellectual Property Rights. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

16. Legal Compliance.

Each Party shall comply with all applicable local, State, and federal laws, statutes, regulations and orders in connection with this Agreement. No export rights are granted under this Agreement, and Customer must not directly or indirectly provide, export or re-export, or otherwise make available (in any form, including visual access), Itron products or technology in violation of any such laws or regulations, without all necessary approvals or licenses. Products and technology may not be provided or made available either directly or indirectly, (i) into Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine or any other country subject to United States trade sanctions, or to individuals or entities controlled by such countries or to nationals or residents of such countries (other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions); or (ii) to anyone on any denied, prohibited, or unverified list maintained by the United States Government, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List. The Parties must comply with all anti-bribery laws and may not make any payments or transfer any item of any value for the purpose of bribing any individual or group, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain business related to this Agreement or products and services orderable under this Agreement.
If any of the Services include services constituting "public works" as defined under California Labor Code Section 1720, then as to those services Itron shall pay prevailing wages as determined by the Director of Industrial Relations, maintain certified payroll records, and otherwise comply with any and all other applicable Labor Code provisions, and indemnify Customer for any liability arising out of any failure to comply with said Labor Code provisions.

17. Publicity.

The Parties may agree to create and approve for publication a press release announcing their relationship under this Agreement. Itron may not use Customer's name or any of its logos or marks for any purpose without Customer's prior, written consent.

18. Nuclear Applications.

Customer acknowledges that products and services orderable under this Agreement are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

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19. Subcontractor and Outsourcer.

Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement. All such subcontractors and outsourcing providers will be bound by written obligations of confidentiality and data security requirements as restrictive as those required under this Agreement. Notwithstanding the foregoing, Itron shall remain primarily responsible for the performance of the Services in conformance with this Agreement and all Order Documents and Schedules.

20. Independent Contractor.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

21. Miscellaneous.

22.1 Neither Party will be responsible for any failure to perform due to any Force Majeure event.

22.2 If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms.

22.3 Section numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any and all subsections thereof.

22.4 The Parties agree that neither of them will be deemed the drafter of this Agreement and that no provision will be construed in favor of one Party on the ground that such provision was drafted by the other.

22.5 No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach.

22.6 This Agreement is not made for the benefit of any third parties.

22.7 All notices under this Agreement must be sent in writing to the addresses identified in this Agreement or to such other address as such Party has notified the other in writing, will be effective on the date received (unless the notice specifies a later date) and must be sent by a courier service that confirms delivery in writing, or by certified or registered mail, postage prepaid, return receipt requested. Neither fax nor email may be used to provide any notice required or permitted herein.

22.8 This Agreement is in the English language only, which will be the governing language and controlling in all respects. All versions of this Agreement in any other language will be for accommodation only and are not binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement must be in English.

22.9 Neither party may assign this Agreement or any of its rights hereunder, or subcontract any required performance, without the other Party's prior, written consent.

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22.10 Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void.

22.11 This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission, each of which will be deemed an original. Any document generated by the Parties related to this Agreement may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records.

22.12 Time is of the essence in all provisions herein, in which time for performance is a factor.

22.13 This Agreement, including all Addendums, Schedules, Statement of Work as approved in writing by Customer, and Order Documents, all of which are incorporated by reference herein, contains the complete and entire agreement between the Parties as to its subject matter, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such subject matter. This Agreement may not be modified except by written agreement signed by the Parties' authorized representatives expressly modifying this Agreement. Electronic communications do not constitute a "written agreement" under this provision. Customer shall not be bound by any "click-wrap" approval or acceptance, including any EULA, required for Customer of any end-user to access the Services.

[Signature Page Follows]

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AGREED:

Itron, Inc.

DocuSigned by:
Rob Farrow
B423AAC598A54AD...
Signature

Rob Farrow
Printed Name

VP Treasury
Title

6/12/2020
Date

Itron, Inc.

Signature

Printed Name

Title

Date

[Two corporate signatures required.]

City of Banning, California

DocuSigned by:
Doug Schulze
0AD14BA217CE497...
Signature

Douglas Schulze
Printed Name

City Manager
Title

6/15/2020
Date

Attest

DocuSigned by:
Sonja De La Fuente
9C9C3E6DD5AB49B...
Signature

Sonja De La Fuente
Printed Name

Deputy City Clerk
Title

6/18/2020
Date

Approved as to form
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis
940BF72E964348C...
Signature

Kevin G. Ennis, Esq.
Printed Name

City Attorney
Title

6/12/2020
Date

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Attachment Schedule

SaaS Addendum	X
Maintenance & Support Services	X
Equipment Addendum	X
Professional Services Addendum	X
Order Document	X
Attachment A – Pricing Summary	X
Attachment B – Statement of Work	X

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SOFTWARE-AS-A-SERVICE ADDENDUM

1. **Relationship to General Terms and Conditions**. This Addendum is governed by the General Terms and Conditions and applicable Order Documents.

2. **Software-as-a-Service Descriptive Overview.** Itron provides customers with an application client or with web browser access to Itron applications running in a shared environment on a Software-as-a-Service Platform. Itron controls, operates, and maintains the Software-as-a-Service Platform, including application management, data, runtime, middleware, operating systems, virtualization, services, storage, and internal networking, for example.

3. **Additional Definitions**. The following defined terms are in addition to those defined in the General Terms and Conditions:

   "Application Availability" means the total number of minutes in a calendar month that the Software is available via (a) a web browser client and (b) web services interface. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in the Addendum. This metric will be measured by simulating a login to the Software with a valid username/password. This measures the availability of the hosted environment by exercising all three tiers of the application (i.e., "Presentation Layer", "Application Tier", and "Database").

   "Availability Downtime" means the total number of seconds in a Measurement Month of Software-as-a-Service Platform Severity Level 1 Conditions.

   "Availability Exclusions (Minutes)" means the total number of seconds in a billing month of Software-as-a-Service Platform downtime due to (a) (i) scheduled maintenance and unscheduled, emergency maintenance and updates, (b) conditions beyond Itron's reasonable control, such as (i) failure of any backhaul between the Software-as-a-Service Platform and the meters, endpoints, or other devices; (ii) failures in external Internet or VPN configurations not managed by Itron; (iii) a Force Majeure event; (iv) false reports of unavailability as a result of outages or errors of any Itron measurement system; (v) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; provided such act or omission does not constitute foreseeable use by the Customer of the SaaS Platform (vi) incident investigation or computer failures that could not reasonable have been prevented by Itron; and (vii) failures of third-party equipment, hardware, software or services not provided by Itron, and (c) suspension or restriction of service under Section 12.

   "Maximum Available Minutes" means the total number of seconds in a Measurement Month minus Availability Exclusions (Minutes).

   "Measurement Month" means the then-current calendar month of the Software-as-a-Service Subscription Term.

   "Minimum Software-as-a-Service Subscription Term" means the minimum number of annual Software-as-a-Service Subscription Terms that Customer is required to subscribe to, which shall be three (3) years from the Software-as-a-Service Commencement Date unless otherwise stated in the applicable Order Document or Pricing Summary. Notwithstanding the foregoing, and due to the State of California Constitutional Debt Limitation, Customer shall be authorized to terminate the SaaS Subscription at any time, effective at the end of the then current year of the three year term, following not less than thirty (30) days prior, written notice when its elected body determines that sufficient funds are unavailable to continue payment of the Annual Subscription beyond Customer's current fiscal period..

   "Software-as-a-Service Commencement Date" means the earlier of (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup; but in no case, sooner than the date on which the SaaS Platform has been successfully tested at Customer's premises in accordance with a test plan acceptable to Customer.

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"Software-as-a-Service Platform Severity Level 1 Condition" means that the Software-as-a-Service Platform is in a System-Down Condition or Critical Business Impact Condition for which there is no work-around. **"System-Down Condition"** means a condition under which Software-as-a-Service Platform use and operation cannot continue. **"Critical Business Impact Condition"** means a condition under which a critical business function or process of the Itron system cannot be used by Customer.

"Software-as-a-Service Platform" means the software applications, and software and hardware systems and platforms operated and maintained by Itron to provide Software-as-a-Service ("SaaS") to Customer.

"Software-as-a-Service Subscription Fee" means the annual fee to subscribe to an Itron application (identified in an Order Document of Pricing Summary) operated and maintained by Itron on its Software-as-a-Service Platform for use by Customer.

"Software-as-a-Service Subscription Term" means an annual subscription to an Itron Software-as-a-Service application.

4. **Software-as-a-Service Subscription.**

4.1. Annual Subscription. Software-as-a-Service is offered as an annual subscription, payable in advance each year during the Software-as-a-Service Subscription Term. The Software-as-a-Service Subscription Fee will be charged on the number of meters, endpoints, or other devices registered in the head end software or activated by the cellular carrier.

4.2. Identification of Software-as-a-Service Applications. The Software-as-a-Service applications Customer to which Customer is subscribing are identified in Order Document or Pricing Summary to the Agreement.

4.3. Software-as-a-Service Subscription Term.

4.3.1 Minimum Software-as-a-Service Subscription Term. Subject to termination as described in the provisions of the definition of Minimum Software-as-a-Service Subscription Term set forth in Section 3, Customer is required to subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term.

4.3.2 Fees. Software-as-a-Service Subscription Fee is identified (by application) in the applicable Order Document or Pricing Summary.

4.3.3 Commencement of Subscription Term. The Software-as-a-Service Subscription Term begins upon the Software-as-a-Service Commencement Date. The Software-as-a-Service Subscription Term will renew automatically for one-year terms, unless Customer notifies Itron of Customer's intent not to renew ninety days prior to the expiration the then-current one-year term, or Itron notifies Customer within that same time period of Itron's intent not to renew. The original Subscription Term plus renewal terms may not exceed five (5) years in total, unless otherwise expressly stated in an Order Document.

4.3.4 Effect of Not Meeting Minimum Software-as-a-Service Subscription Term. Except as provided in Sections 3 and 4.3.1, in the event that Customer does not subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term, Itron will invoice Customer an amount equal to unpaid Software-as-a-Service Subscription Fees through the end of the Minimum Software-as-a-Service Subscription Term. Customer must pay that amount within thirty (30) days from receipt of invoice.

4.4. Invoicing & Payment. Itron will invoice Customer the Software-as-a-Service Subscription Fee for the first year of service upon the Software-as-a-Service Commencement Date. Thereafter, Itron will invoice Customer the annual Software-as-a-Service Subscription Fee upon the anniversary of the Software-as-a-Service Commencement Date. The Subscription Fee is identified in the Order Document or Pricing Summary identified with this Agreement.

5. **Software License Option.** A Software License Option, if purchased by Customer, will be identified and priced in the Order Document or Pricing Summary. If Customer has purchased a Software License

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Option, Customer shall have the right at any time during the Software-as-a-Service Subscription Term to license the Itron software applications, for use at Customer's premises, under Customer's Software-as-a-Service subscription. There shall be no charge to Customer to license the Itron Software applications. The software license terms in the Software License Addendum to the General Terms and Conditions shall apply.

Customer and Itron shall agree upon a statement of work to migrate the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment in which the Itron software applications can be operated. Itron is under no obligation, however, to customize or modify its software applications to perform in Customer's operating environment or that of a third-party, or to provide any middleware, operating systems, virtualization, services, storage, or networking required for the applications to perform in Customer's operating environment or that of a third-party.

The Software-as-a-Service Subscription Term shall cease upon completion of the migration of the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment, as otherwise agreed upon between Itron and Customer under the migration statement of work. Customer will not be required to pay any amounts under Section 4.3.4 in the event Customer exercises its Software License Option prior to the end of the Minimum Software-as-a-Service Subscription Term.

6. **Monthly Availability % Service Level.**

   6.1. Service Level. The Monthly Availability % service level for the Software-as-a-Service Platform will meet or exceed 99.5%. Monthly Availability % will be individually measured and calculated for each Software-as-a-Service application each Measurement Month. Itron records and data will be the sole basis for all Monthly Availability measurements and calculations.

   6.2. Service Level Formula. Monthly Availability % is the total number of Maximum Available Minutes less Availability Downtime divided by Maximum Availability Minutes for a Measurement Month. Monthly Availability Service Level Percentage is reflected by the following formula.

$$\text{Monthly Availability \%} = \frac{\text{Maximum Available Minutes} - \text{Availability Downtime}}{\text{Maximum Availabiliy Minutes}} (100)$$

7. **Documentation.** Itron will provide Customer with a standard set of Documentation for the Software-as-a-Service, such as user manuals and training materials, and will update the same as applicable.

8. **Sizing of Software-as-a-Service.** Itron will size its applications, platforms, and systems for Customer's specific system deployment of Software-as-a-Service. System sizing depends on the application and types of devices and sensors – and may be a factor in determining Software-as-a-Service subscription fees. Sizing criteria may include: number of system endpoints, number of collectors, number of repeaters or range extenders, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Sizing changes during the Software-as-a-Service subscription term will require a Change Order and may result in a change in subscription fees.

9. **Application Upgrade & Fixes.** Itron usually releases application upgrades annually, if available, containing new features and functions to the latest general release. Application hot fixes will be performed as needed, as determined by Itron.

10. **Conditions on Use of Service.** Customer will use of the Software-as-a-Service only in accordance Itron user guides, these Software-as-a-Service terms, the General and Special Terms and Conditions, and applicable laws and government regulations. The rights of any user to access and use the Software-as-a-Service cannot be shared or used by more than one individual (unless such license is

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reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third-parties from accessing the Software-as-a-Service.

11. **Restrictions.** Customer is not permitted to (1) remove or modify any program markings or any notice of Itron's or its licensors' proprietary and intellectual property rights, (2) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software-as-a-Service, (3) access or use the Software-as-a-Service in order to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron, (4) use the Software-as-a-Service on a service bureau basis, except under formal written agreement with Itron; or (5) combine the Software-as-a-Service with any application, software, hardware, equipment, product, or service, except as contemplated by these Software-as-a-Service terms or as expressly authorized by Itron in advance, in writing.

12. **Suspension or Restriction of Service.** Following not less than ten (10) business days' prior, written notice, Itron may suspend or restrict all or part of Customer's use of Itron's Software-as-a-Service at any time until further notice to protect the integrity and functionality of Software-as-a-Service applications, platform, and systems – or for a material violation of the "Restrictions" or "Conditions on Use of Service" sections that is not promptly cured.

13. **Technical Support Services.** Itron will make technical representatives available to answer questions related to the use of Software-as-a-Service, including assisting Customer with problems experienced with using the Software-as-a-Service; Itron will provide Customer with contact and process documentation. Training and professional services are not within the scope of technical support services.

14. **Customer Technical Responsibilities.** Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Software-as-a-Service, at Customer's sole expense. Prior to commencing SaaS services, Itron shall provide Customer with written confirmation that Customer's equipment and ancillary services are in compliance with the requirements of this Section 14.

15. **User IDs & Passwords.** Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Software-as-a-Service applications. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

16. **Planned Maintenance.** Planned maintenance whenever reasonably practicable will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Software-as-a-Service as possible, and unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

17. **Unplanned Maintenance.** Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical; Itron will endeavor to minimize Software-as-a-Service disruptions.

18. **Monthly Service Level Reporting.** Itron will provide Customer with a monthly report that identifies daily SaaS performance and monthly average Availability, and identifies any period during which the required monthly Availability was not met. If in a given month, Itron does not meet the Application Availability service level, the report will state the reason the service level was not achieved and describe the corrective actions taken.

19. **Service Level Remedy.** If for a particular application Itron fails to meet the minimum required Availability service level for that application for three consecutive months, Customer may – as its sole remedy – terminate Customer's subscription to the affected application. Itron will refund any amounts prepaid for the balance of that year's Software-as-a-Service Subscription Fee from the date of effective termination, and Customer will not be required to pay any amounts under Section 4.3.4 with regard to the affected application if Customer terminates service under this Section in advance of expiration of

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the Software-as-a-Service Minimum Subscription Term.

20. **Business Continuity.** Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold our uptime SLAs. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. Business Continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a datacenter. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.
    All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures.
    BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days hours.

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MAINTENANCE & SUPPORT SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase which shall not exceed __5%__ (five percent) of the prior year's amount.

Annual Fees means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Support Services Contacts", "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Client Services". Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified as "Covered Equipment" in an Order Document.

Covered Products mean Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified as "Covered Software" in an Order Document.

Error means a material failure of Covered Software to comply with applicable published Itron specifications and/or a failure in functionality preventing Customer's full use of the affected application or Software.

Fix means a correction or workaround for an Error.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Software Release.

M&S Commencement Date means the date set forth in the applicable Order Document upon and after which a Covered Product will be entitled to receive Maintenance Services.

Maintenance Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Principal Services Contacts means Customer's principal Itron relationship contacts for all Maintenance Services.

Service Levels means the response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Software Release means a collection of Fixes or Improvements made available by Itron to Customer.

Service Request means a request initiated by Customer for Technical Support Services.

Technical Support Services means those technical support services provided by Itron technical representatives by telephone, email, website or other means to assist Customer's Principal Service Contacts with questions or issues related to the operation of Covered Products.

Third Party Covered Products means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

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3. **End of Support.** Itron may discontinue Maintenance Services for any Covered Equipment or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt. If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Maintenance Services with respect to Covered Products for which Itron has discontinued Maintenance Services.
4. **Principal Services Contacts.**
    a. **Designation by Customer.** Customer shall designate a minimum of one and not more than three Principal Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Principal Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Principal Services Contacts, Customer and Itron acknowledge that each Principal Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Principal Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Principal Services Contact will be properly trained in accordance with this Addendum prior to interfacing with Itron support personnel.
    b. **Training of Principal Services Contacts.** Before a Principal Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Principal Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Principal Services Contacts at Itron's then current rates. Itron will make training sessions available by remote conference or training will be made available at a location agreed upon by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses agreed to in advance, in writing, by Customer. The Principal Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products.

5. **Technical Support Services & Service Requests.**
    a. **Technical Support Services.** Itron will make support representatives available to provide Technical Support Services during its then current normal business hours as set forth in the "Itron Support Services Contacts". Technical Support Services include troubleshooting, problem diagnosis relating to Covered Products, Itron provided endpoints, and the Itron provided systems in which they are deployed; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Technical Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Technical Support Services in lieu of having qualified and trained support personnel of its own.

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b. **Service Request Process.** Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate Severity Level in Attachment A-1 to this Addendum. Itron will designate the Severity Level and the Parties will resolve any disagreement regarding the Severity Level designation as soon as is reasonably practical.

c. **Field Support.** At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Technical Support Services ("***Requested Field Support***") related to a reported problem. Subject to Customer's prior, written agreement, requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be the fault of Itron.

6. Itron Software Maintenance.

a. **Fixes.** Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

b. **Documentation and Backup.** Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Software. Said copy of executable Covered Software does not relieve Customer of its responsibility to backup and managed its on-premise software installation as part of ongoing system operation.

c. **Improvements.** Itron shall provide Improvements, if any, at no charge if such Improvements are made available to Itron customers generally at no charge.

d. **Software Releases.**

i. **Release Numbering Convention**. Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may be changed at any time in Itron's discretion) is to provide Software Releases using the numbering convention "XX.YY.ZZ."

- The "XX" in Itron's numbering convention refers to a "**System Release**," which is a new version of Covered Software. A System Release may include Fixes, Improvements or interfaces to new functional modules or platforms not previously supported by Itron.
- The "YY" in Itron's numbering convention refers to a "**Service Pack Release**," which is an update to a System Release. Service Pack Releases may include Fixes or Improvements and are provided to Itron customers generally on a periodic basis.
- The "ZZ" in Itron's numbering convention refers to a "**Hot Fix Release**," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix Releases are not made available to Itron customers generally but may be included in the next scheduled Service Pack for general release.

ii. **Support for Itron Enterprise Edition and OpenWay Software**. Itron will only provide Maintenance Services for Itron Enterprise Edition and OpenWay software

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if the following conditions are met: Customer must be operating either the most recent System Release or prior System Release running the most current Service Pack Release. In addition, Customer must test and install Service Pack Releases associated with the System Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer. Customer must fully test and upgrade to the latest System Release at least every twenty-four (24) to thirty-six (36) months.

iii. **Support for Other Covered Software**. For all other Covered Software, Itron will only provide Maintenance Services if the following conditions are met: Customer must be operating the most recent System Release and the two prior Service Pack Releases. Customer will test and install System Releases and Service Pack Releases within twelve (12) months of such Software Releases being made available to Customer.

iv. **Support for Unsupported Itron Software**. At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Software Release at its then-current rates.

v. **Mandatory Revisions**. Customer must install all Mandatory Revisions. "Mandatory Revisions" are releases intended to address an Error, a material security breach, or a third-party infringement claim or suit of any kind. ITRON DISCLAIMS ALL LIABILITY RELATED TO OR ARISING OUT OF CUSTOMER'S FAILURE TO INSTALL A MANDATORY REVISION IN A TIMELY FASHION.

e. **Installation Services for Software Releases**. Maintenance Services for Covered Software include the following Software Release installation services: limited remote consulting support for all Covered Software on Itron-approved server configurations for one production server and one non-production server owned (test, training, or back-up – for example) / operated by Customer. At Customer's request, Itron may provide Software Release installation services for System Releases or Service Packs on current severs or additional production or nonproduction servers at its then-current rates.

f. **Restoring Software to Maintenance Services.** If Customer declines or discontinues Maintenance Services and thereafter wishes to resume such Maintenance Services for the most recent Software Release of that Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

g. **Exclusions.** Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Software in combination with software, equipment, or communications networks not authorized by Itron or referenced in the Documentation as compatible, but not including Customer's operating systems, software, and equipment normally used in Customer's day to day operations ; (ii) modification to Covered Software or Covered Software installation instructions / scripts by anyone other than Itron, (iii) failure to perform Customer responsibilities described in this Addendum, (iv) the use of a version of Covered Software that is not supported by Itron; (v) Customer's failure to implement a hot fix or Mandatory Revision provided by Itron within the timeframe set forth herein; (vi) maintenance and/or support of products other than by Itron; or (vii) viruses introduced through no fault of Itron.

h. **Customer Responsibilities.**

i. **Remote Access.** Customer is responsible to support remote access to Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Software. Itron shall

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not be liable for any delay or failure to resolve a problem if remote access to Covered Software is denied to Itron.

ii. **System Configuration, Operation and Maintenance.** Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with Covered Software. These activities include but are not limited to: checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of Covered Software. Customer will consult with Itron prior to making any material changes that may affect the installation or operation of Covered Software.

iii. **Network Administration.** Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

iv. **Database Administration.** Customer is responsible to administer the agreed upon database(s) associated with Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

v. **Data Review.** If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron. Access to and security of all such Customer data shall be subject to the confidentiality obligations set out in the General Terms and Conditions.

7. Itron Equipment Maintenance.

a. **Preventive and Corrective Maintenance.** Upon receipt of an item of Covered Equipment, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches.

b. **Maintenance Procedures.** Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron address identified on the Itron Equipment Repair Table. Return of Covered Equipment shall be at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered

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Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall provide the applicable Maintenance Services and return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with Section 7.4 below.

c. **Exclusions.** Covered Equipment Maintenance Services do not include repairs related to: (i) damage due to accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

d. **Estimation Fees.** Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee. Any increase in inspection fee not to exceed more than 5% annually. **Adding/Restoring Equipment to Maintenance Services.** Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "**Re-initiation Costs**"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.

e. **Equipment Responsibilities.** Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

8. **Fees and Invoicing.** As compensation for the Maintenance Services, Customer shall, in advance, pay to Itron Annual Fees for each Maintenance Billing Cycle in which it receives Maintenance Services. Itron shall invoice Customer for Maintenance Services to be provided during the first Maintenance Billing Cycle as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Billing Cycle, including Maintenance Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least 120 days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Maintenance Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each subsequent Maintenance Billing Cycle, Itron shall provide Customer with an invoice for Annual Fees payable by Customer

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for the forthcoming Maintenance Billing Cycle. Itron may, in its discretion, invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Maintenance Billing Cycle. The Annual Fee for any partial Maintenance Billing Cycle (i.e., for Covered Products with a Maintenance Commencement Date or an increase in the applicable Annual Fees that falls after the beginning of the Maintenance Billing Cycle) shall be prorated based on the applicable M&S Commencement Date or Annual Fee increase date and the remaining number of months Customer is to receive Maintenance Services during such Maintenance Billing Cycle.

9. **Support for Third Party Products.** Itron shall provide first tier Technical Support Services for Third Party Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third Party Products Covered Products consistent with the third party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Products shall be as set forth in this section.
10. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 3 (End of Support), 6.7 (Exclusions), 7.4 (Exclusions), Section 8 (Fees and Invoicing) and 10 (Survival).

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Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 1. **Critical Business Impact / System Down:** An Error for which there is no work-around, which causes the Itron product or a critical business function / process (including system billing) of an Itron system to be unavailable or such that system use and operation cannot continue. "Error" means a failure of the product or system to substantially comply with applicable specifications. *Severity 1 errors must be reported by phone to initiate the Severity 1 response process. Service Requests ("SRs") initiated by email or web interface are logged as a Severity 3 until reviewed by Itron technical support services management team ("TSS Management Team") and validated as a higher priority.	During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the SR process. During regular business-hours Itron will begin the SR process during Customer's initial call. Following the start of the SR process Itron will respond to Customer's SR within two (2) business hours with an investigation response. Following the investigation response, Itron will update Customer at three (3) hour intervals during each day the SR remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three hours.	Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by the Parties. An SR shall be escalated to Itron's TSS Management Team if a Fix is not provided within one (1) business day of Itron's receipt of the Customers call and creation of the SR. *24X7 support for Severity Level 1 Errors is not currently available for Itron Meter products, energy forecasting and load research products, and distribution products.

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Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 2. **Moderate Business Impact / Degraded Operation:** An Error other than a Severity Level 1 Error, for which there is no work-around, which limits access or use of the product or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion. *Severity 2 errors must be reported by phone to initiate the Severity 2 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron TSS Management Team and validated as a higher priority.	Itron will respond to a Customer SR within one (1) business day and will update the SR at least every other day. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours. SRs shall be escalated to Itron's TSS Management Team if a Fix is not provided within three (3) business days of Itron's receipt of Customer's call and creation of the SR. "Fix" means a correction of an Error, including a work-around, in order for product to function in accordance with applicable specifications.
Severity Level 3. **Minor Business Impact / Compromised Operation:** An Error other than a Severity Level 1 or Severity Level 2 Error that has an inconvenient use of or aces to a product function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).	Itron will respond to Customer SR within two (2) business days.	Itron's TSS Management Team will make diligent efforts during normal business hours.
Severity Level 4. **No Business Impact / Standard Operation:** An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error. Generally a cosmetic Error or an Error which does not degrade Customer's use of the product or system.	Itron will respond to Customer SR within three (3) business days, or as otherwise agreed by the Parties.	Itron TSS Management Team will make commercially reasonable efforts during normal business hours.

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Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 5. Customer SR for an enhancement or new functionality.	N/A	The SR will be evaluated as a potential, future product enhancement. If the enhancement or new functionality requires more immediate attention for Customer, Itron will engage Itron's professional services group to create a customized proposal for Customer, at Itron's then-current services rates.

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EQUIPMENT ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Equipment means Itron Equipment and Third-Party Equipment.

Firmware means the object code version of software embedded in Equipment.

Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

Warranty Period means the Itron Equipment warranty period, commencing upon the actual ship date, which shall be one (1) year, if no other applicable Warranty Period is specified in the Order Document, or the Warranty period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.

3. **Ordering Equipment.** Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with this Agreement.
4. **Invoicing**. Itron will invoice Customer for Equipment upon the date of shipment.
5. **Ordering, Lead Time & Ship Date**. Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.
6. **Order Cancellation & Rescheduling**. Provided Itron is not then in breach of this Agreement, Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.
7. **Forecasts**. Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month, non-binding forecast of Customer's anticipated Equipment demand.
8. **Shipment, Title & Risk of Loss.** For shipments within the United States, Itron will ship Equipment FOB Destination. Customer must pay for all costs associated with delivery of Equipment to the final destination. Title and risk of loss of Equipment will pass to Customer upon receipt in undamaged condition by Customer. For shipments outside the United States, Itron will ship Equipment FCA Origin (Incoterms 2010). Equipment will be delivered export cleared to Customer at the production facility. Customer will act as the Importer of Record (IOR) for Equipment and assumes all costs associated with delivery of Equipment to the final destination, including transportation after delivery to carrier and any licensing, certifications, permits, customs fees, import/local taxes, provincial/national tax, and value added tax related to importation of Equipment. Itron will provide all necessary information required for Customer to import Equipment. Title to and risk of loss for Equipment passes to Customer upon tender to the carrier at the production facility.
9. **Documentation.** Itron will make its standard, current Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.
10. **Equipment Firmware.** The purchase of Itron Equipment includes a nonexclusive license under Itron copyrights to use Firmware in Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

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11. **Returns.** Except as provided in Section 12 below, Itron does not accept returns unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (ii) the product is returned in accordance with Itron's then current RMA policy and procedures.
12. **Limited Itron Equipment Warranty.** Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Itron will pay the cost of shipping Itron Equipment to and from Customer provided, however, that if the parties agree that the Equipment is not eligible for warranty service following receipt by Itron, then Customer shall pay any required shipping costs.. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer.
13. **Itron Equipment Warranty Exclusions**. The above warranty does not cover Itron Equipment in poor operating condition due to: (a) changes made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a third party's misuse, abuse, negligence, or failure to install, test, handle or operate Itron Equipment in accordance with its Documentation or as directed by Itron; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a third party not under Itron's control. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.
14. **Integration of Itron Equipment**. If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer must obtain warranty service for the Itron Equipment from the third-party integrated device provider.
15. **Third-Party Equipment Warranty**. Itron is not the manufacturer of the Third Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Equipment manufacturer.
16. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (Returns), 12 (Limited Itron Equipment Warranty), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 15 (Third-Party Equipment Warranty) and 16 (Survival).

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Itron Equipment Warranty table

<table>
<tr><th>Product or Repair</th><th>Warranty Terms and Additional Warranty Terms</th></tr>
<tr><td>100W and 100W+ series Water Module (including battery)</td><td>Each 100W and 100W+ series Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment
Discount Period: If a 100W or 100W+ series Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “Discount Period”), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron’s then-current list price for any available Itron water module to replace the failed 100W or 100W+ series Water Module (including battery) per the discounts set forth below:
<table>
<tr><th>Discount Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron does not guarantee that replacement water modules will be backwards compatible.

Warranties on 100W and 100W+ series Water Modules shall be void if the module is used in connection with a third-party reading system that has not been approved by Itron in writing.</td></tr>
<tr><td>CAM</td><td>Warranty Period: 5 years from date of shipment</td></tr>
<tr><td>CENTRON and SENTINEL electricity meters</td><td>Warranty Period: 3 years from date of shipment</td></tr>
<tr><td>Intelis Gas Meter</td><td>Warranty Period: 3 years from date of shipment</td></tr>
<tr><td>OpenWay Riva Leak Sensor</td><td>Warranty Period: 5 years from date of shipment.</td></tr>
<tr><td>OpenWay Riva Water Module (including battery)</td><td>Each OpenWay Riva Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment
Discount Period: If a OpenWay Riva Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “Discount Period”), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron’s then-current list price for any available Itron water module to replace the failed OpenWay Riva Water Module per the discounts set forth on the following page:</td></tr>
</table>

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<table>
<tr><td></td><td>
<table>
<tr><th>Discount Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron does not guarantee that replacement water modules will be backwards compatible.

Warranties on OpenWay Riva Water Module shall be void if the module (1) is used in connection with a third-party reading system that has not been approved by Itron in writing, (2) is configured to other than factory default network settings of 60 minutes of interval data, three network transmissions per day, or (3) exceeds 5 firmware downloads over the life of the product.
</td></tr>
<tr><td>METRIS Meters and I-250 Meters</td><td>Additional Warranty Terms: Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) (“Calibration Warranty”). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</td></tr>
<tr><td>Repairs or updates for out-of-warranty electricity meters</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein</td></tr>
<tr><td>Socket Based Router, Pole Mounted Router, and Routing Node</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.</td></tr>
<tr><td>All other Itron Equipment not listed above</td><td>Warranty Period: 1 year from date of shipment.</td></tr>
</table>

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PROFESSIONAL SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is subject to the General Terms and Conditions including, but not limited to, all indemnity and insurance provisions, and applicable Order Documents.
2. **Additional Definitions**. The following defined terms are in addition to those defined in the General Terms and Conditions:

Change means a change to the scope of Professional Services or related deliverables to be provided by Itron under a Statement of Work.

Change Request means a request made by Itron or by Customer for a Change.

Change Order means a written document describing a Change agreed to by Itron and Customer that is signed by both Parties.

Professional Services means professional services such as installation services, implementation services, consulting services and project management services and other similar services described in a Statement of Work, but excluding cloud services, managed services and support and maintenance services.

3. **Statement of Work Requirement**. Itron has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by Itron and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to Itron in accordance with this Agreement.
4. **Expenses**. Customer will reimburse Itron for reasonable out-of-pocket travel-related expenses approved in advance in writing by Customer that are incurred by Itron relating to the provision of Professional Services.
5. **Invoicing**. Itron will invoice Customer for Professional Services as set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in the applicable Order Document or Statement of Work, Itron will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.
6. **Customer Responsibilities**. Customer shall timely perform all its agreed-upon, assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide Itron with reasonable cooperation with respect to the Professional Services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.
7. **Reference Information**. If Customer provides Itron any designs, technical information, or other information required by Itron to provide Professional Services and/or related deliverables (collectively, "**Reference Information**"), Itron shall be entitled to rely on the accuracy of such information and documents. To the extent Customer's failure to provide accurate and complete Reference Information, without fault of Itron, results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs, as documented, of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.
8. **Delays**. To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase

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its Fees as necessary to offset its increased costs, as documented, of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

9. **Express Warranties for Professional Services**. Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work
10. **Remedies**. As Customer's exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within ninety (90) days of performance of the applicable noncompliant Professional Services. Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer a pro-rata amount paid for the nonconforming Professional Services.
11. **Change Requests & Change Orders.** Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If Itron receives a Change Request from Customer, Itron will prepare and submit a proposed Change Order to Customer describing the Change and associated increase or decrease, in fees. No Change Order will be binding upon Customer or Itron unless signed by authorized representatives of both Parties. All Change Orders will be governed by the terms and conditions of this Agreement.
12. **Project Deliverables**. Itron shall provide Customer with project-related documentation and other deliverables identified in the applicable Statement of Work. Customer shall have a non-exclusive, non-transferable license to use such documentation and other deliverables for Customer's internal business in furtherance of the purpose for which they were provided by Itron. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to this Agreement.
13. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 3 (Statement of Work Requirement), 4 (Expenses), 5 (Invoicing), 7 (Reference Information), 8 (Delays), 9 (Express Warranties for Professional Services), 10 (Remedies), 11 (Change Requests & Change Orders), 12 (Project Deliverables) , and 13 (Survival).

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ORDER DOCUMENT

This Order Document is governed by the City of Banning Master Sales Agreement between Customer and Itron, effective as of the date last signed above, including any amendments thereto (the "**Agreement**"). Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them in the Agreement.

This Order Document applies only to the products and services described in the pricing summary attached thereto as Attachment A and the Statement of Work attached hereto as Attachment B.

Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions of the Agreement remain in full force and effect, and (ii) this Order Document , the Agreement and the Scope of Work (SOW) constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications. In the event of a conflict between this Order Document and the Agreement, this Order Document shall govern.

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Attachment A

Pricing Summary

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Itron
Electric / Gas / Water
Information collection, analysis and application
2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Banning

BMR# 19011-20 Ver1 Apr
April 28, 2020

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Hardware						
Itron Equipment						
1	Meter	C2SOD Form 1S, CL200, 120V with remote disconnect	21	No Charge	No Charge	
2	Meter	C2SOD Form 2S, CL200, 240V with remote disconnect	515	No Charge	No Charge	
3	Meter	C2SOD Form 2S, CL200, 240V with remote disconnect	608	No Charge	No Charge	
4	Meter	CN2SOD Form 12S, CL200, 120V with remote disconnect	36	No Charge	No Charge	
5	Meter	CN2SOD Form 12S, CL200, 120V with remote disconnect	24	No Charge	No Charge	
6	Meter	C2SO Form 2S CL320, 240V	7	No Charge	No Charge	
7	Meter	CP2SOA Form 3S, CL20, 120V-480V	18	No Charge	No Charge	
8	Meter	CP2SOA Form 4S, CL20, 120V-480V	21	No Charge	No Charge	
9	Meter	CP2SOA Form 4S, CL20, 120V-480V	6	No Charge	No Charge	
10	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	184	No Charge	No Charge	
11	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	16	No Charge	No Charge	
12	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	16	No Charge	No Charge	
13	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	8	No Charge	No Charge	
14	Meter	CP2SOA Form 12S, CL200, 120V-480V	20	No Charge	No Charge	
15	Meter	CP2SOA Form 45S(5S), CL20, 120V-480V	36	No Charge	No Charge	
16	Meter	CP2SOA Form 16S(14S, 15S, 17S), CL200, 120V-480V	502	No Charge	No Charge	
		Pole Mount Router: *Select One*				
17	Hardware	Pole Mount Router - MVP, AT&T, Two Battery	17	$3,500.00	TBD	
18	Hardware	Pole Mount Router - MVP, Verizon, Two Battery	17	$3,500.00	TBD	
		Range Extenders: *Select One*				
19	Hardware	ECR257: HW3.1 RFLAN Range Extender - 120V External	3	$400.00	TBD	
20	Hardware	ECR256: HW3.1 RFLAN Range Extender - 240V External	3	$400.00	TBD	
21	Hardware	ECR253: HW3.1 RFLAN Range Extender - 24V DC External	3	$400.00	TBD	
					TBD	
		Mounting Kit: *Select One*			TBD	
22	Hardware	MOUNTING KIT - WALL, RFLAN RANGE EXTENDER	3	$13.00	TBD	
23	Hardware	MOUNTING KIT - POLE, RFLAN RANGE EXTENDER	3	$40.00	TBD	
24	Hardware	MOUNTING KIT - UNISTRUT, RFLAN RANGE EXTENDER (1 5/8" x 1 5/8" x 6")	3	$32.00	TBD	
25	Hardware	MOUNTING KIT - UNISTRUT, RFLAN RANGE EXTENDER (13/16" x 1 5/8" x 6")	3	$20.00	TBD	
					TBD	
		Power Cable: *Select One*			TBD	
26	Hardware	POWER CABLE ASSY - MINI, 3 PIN FEMALE, 12FT, BARE LEAD	3	$48.00	TBD	
27	Hardware	POWER CABLE ASSY - MINI, 3 PIN FEMALE, 12FT, AC 3-PRONG	3	$100.00	TBD	
28	Hardware	POWER CABLE ASSY - MINI, 3 PIN FEMALE, 12FT, PHOTO CELL	3	$105.00	TBD	
					TBD	
		DC Power Supply: *Select One*			TBD	
29	Hardware	24V DC Class II Power Supply	3	$125.00	TBD	
30	Hardware	24V DC Class II Power Supply w/ inline fuse	3	$125.00	TBD	
31	Hardware	24V DC Class II Power Supply Enclosure with Breaker	3	$200.00	TBD	
32	Hardware	24V DC Class II Power Supply Enclosure without Breaker	3	$185.00	TBD	
		Accessories				
33	Hardware	CBL, PWR CONN.3 COND.SOLID, 12 FT	3	$70.00	$210.00	
34	Hardware	Accessory Kit, Pole Mount Router.	3	$200.00	$600.00	
		Hardware Total			**$810.00**	
Professional Services						*(1)*
35	Services	Project Implementation Services			$248,760.00	
36	Expenses	Project Implementation Expenses (estimated)			$17,300.00	
		Professional Services Total			**$266,060.00**	
Itron Cloud Services						*(2)*
37	One-time	One-Time Set-up			$27,075.00	
					Annual	
38	Operations	Software as a Service - up to 14,000 Endpoints OpenWay Operation Center - Collection Engine ISM			$37,914.00	
		Itron Cloud Services Total			**$64,989.00**	
		OpenWay System Subtotal			**$331,859.00**	
		Solution Discount			($40,760.00)	
		OpenWay System Total			**$291,099.00**	

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Itron

Electric / Gas / Water
Information collection, analysis and application

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Pricing Summary for

City of Banning

BMR# 19011-20 Vert Apr
April 28, 2020

Notes and Assumptions

(1) Professional services pricing is an estimate and is based on assumptions that have not been confirmed. In order to create a formal Scope of Work and a more accurate professional services bid, a detailed discussion of actual project requirements will be necessary. Travel and expenses are included and will be billed at actual.
- The City will lead integration between AMI and CIS/Satec with Itron in a support role
- Itron to provide documentation on standard OWCE APIs
- The City is responsible for all testing efforts with Itron in a support role
- The City is responsible for migration of meters to network mode with support from Itron
- The City is responsible for network installation
- A single production environment.

(2) Itron Cloud Services:
- Includes the following applications: Collection Engine and Itron Security Manager.
- Software subscription and Cloud Services pricing is based on a 5 year contract.
- Contract term for a minimum of 12 months.
- Itron Cloud Services invoicing commences once the system becomes available. Invoicing is based on the total number of meters that the system is configured to support.
- Cloud Services to be provided from Itron's Cloud Services Data Center or Partner Data Center
- Itron to perform server administration, database administration, local area network administration, monitoring software administration, security administration.
- One major software upgrade is included in annual SaaS fees. During this major software upgrade should the customer require training, extended integration testing support, and project management Itron can provide services and it would be addressed via a SOW if required by customer.
- Pricing includes all hardware, labor, 3rd party software and maintenance in accordance with Itron's standard terms and SLAs for use of Itron application software.
- Includes one production environment.
- Standard business continuity for this bid RPO - 72 hours and RTO - 5 business days.
- Additional environments for Development or Test are not included.
- System configured to support up to 14,000 endpoints.
- Setup for a VPN tunnel is included
- Where Microsoft SQL Server Standard edition or BI is required, it is provided for up to 5 users.
- Monthly wireless communications fees not included for WAN backhaul.
- Pricing includes unique domain for Active Directory to support portable security keys; assumes required domain name is not externally registered.
- Cloud Services are escalated at 5% per year, starting in year 3.
- Under a SaaS or Cloud Infrastructure Services offering, City of Banning will be responsible the day-to-day operation of the system and applications.
- City of Banning to perform PMR monitoring and troubleshooting.
- City of Banning to perform interrogation monitoring, scheduling and troubleshooting.
- City of Banning to perform endpoint exception monitoring and troubleshooting.

(3) Pricing is based on existing agreements or Itron's standard terms and conditions.

(4) Freight (with the exception of meters), taxes, duties, and tariffs are not included. Prices are in US dollars. Prices are valid for 90 days.

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Statement of Work

OPENWAY AMI IMPLEMENTATION

City of Banning, CA

SOW Point of Contact: JP Pulcini
ITRON Account Executive: Rob Rickard
Date: 5/11/2020
Version: 1.5

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Table of Contents

A. Document Purpose 42
B. Document Controls 43
C. Glossary of AMI Terms 44
D. Project Overview 48
E. Project Resources, Roles and Responsibilities 51
F. Project Assumptions 54
G. Workshops 56
H. Training 57
I. Testing 58
J. Project Deliverables and Responsibilities 61
K. Acceptance of ITRON Deliverables 63
L. Project Completion 66
M. Project Invoicing, Service Fees & Related Details 67
N. Appendix A - Itron Documentation Reference 69
O. Appendix B – Change Control Process 70
P. Appendix C – City of Banning Solution Architecture 72
Q. Appendix D – Network Design Assumptions 73
S. Appendix E – Integration Assumptions 74

DocuSign Envelope ID: 79CFFCBD-5EC3-4D76-9FF8-862101BAFEB0

A. Document Purpose

This Statement of Work ("***SOW***") defines the activities ("***SERVICES***") to be performed by ITRON, Inc. ("***ITRON***") for City of Banning ("***CUSTOMER"***) for an Itron OpenWay AMI Implementation ("***PROJECT***"). This document will describe agreed upon scope, Services to be provided, deliverables, assumptions, responsibilities, timeline and completion criteria.

Any updates to this SOW shall only be considered as documented through the change control process throughout the duration of the Project. These SERVICES shall be governed by the following agreements ("**AGREEMENTS**") and their related terms and conditions, as executed between CUSTOMER and ITRON Inc.:

Master Sales Agreement (MSA).

No work will commence until the above Agreements have been duly executed.

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B. Document Controls

B.1. Document Record

Date	Author	Version	Change Reference
12/17/2019	JP Pulcini	1.0	Initial Draft
3/11/2019	JP Pulcini	1.1	Response to customer feedback; updated pricing added; cleanup of doc references; updated solution to RF-Lan design.
4/8/2020	Samantha Goggans	1.2	Final updates per CUSTOMER
4/28/2020	JP Pulcini	1.3	Final changes requested by Banning; added integration Appendix; updated all references
5/6/2020	JP Pulcini	1.4	Updated reference to pricing quote version which includes cellular backhaul services; accepted all other changes to date and removed comments.

B.2. Document Owner

This document contains information that is confidential and proprietary to ITRON, who is the document owner and is responsible for developing and maintaining this document. It is understood that this document is for the purposes of the Project as described. This document or portions thereof should not be re-produced, distributed or utilized in any manner outside of the Project's needs without prior written consent of ITRON except as may be permitted in the Master Sales Agreement.

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C. Glossary of AMI Terms

Unless otherwise defined in this SOW, capitalized terms used herein will have the meanings assigned to them in the MSA. The following defined terms are in addition to those defined in the MSA.

Term	Definition
AMI	Advanced Metering Infrastructure.
API	Application Programming Interface.
ASN	Advanced Shipment Notification. The data file provided by ITRON to CUSTOMER listing individual serial numbers, part numbers, test results and other manufacturing information. This file will be used by CUSTOMER asset management and Customer Information Systems and OW to populate Endpoint/Meter serial numbers and security keys before installation.
Acceptance Period	Three consecutive twenty-four-hour periods after Endpoint registration with OWCE.
'As Built' Network Design	Document that contains the final installation location of OW CGR upon completion of Endpoint deployment, optimization, and Acceptance.
Available Endpoint	An Endpoint: (i) that is not damaged or vandalized by a third party in such a way that prevents communication; (ii) for which CUSTOMER has provided ITRON with accurate and up-to-date account and installation information; (iii) that is powered; (iv) there is no RF interference caused by a third-party system; (v) for which FAN and/or WAN backhaul is properly functioning; (vi) and has registered in OWCE.
BSRD	Business Solution Requirements Document: Deliverable document that details the business and solution requirements of the Solution.
Change Management	Change Management is the process or procedures that guide change within an organization. In regard to ITRON Solution implementation this refers to guiding changes to the CUSTOMER infrastructure and business practices; as well as changes to the contract or SOW guiding Project work.
Change Control Process	See Appendix A.
CIS	CUSTOMER's Customer Information System
Daily Read Rate	A calculation of Available Endpoints in which a read has been received at 11:59pm everyday divided by the quantity of Endpoints installed and available on the day of the test.
DHCP	Dynamic Host Configuration Protocol. A protocol for assigning dynamic IP addresses to devices in the FAN.
Deployment Plan	This plan defines field activities conducted by CUSTOMER. Specifically, it is the schedule that defines the order in which network build-out, Endpoint deployment will be assigned and completed. It will include, but not be limited to, the following: Build Schedule based on the agreed upon Forecasting and Order Procedures Delivery Schedule used to define product delivery schedule to CUSTOMER Site survey process to validate pole location Pole make ready & WAN validation activities

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Term	Definition
	CGR installation schedule – used by CUSTOMER to install and manage the Mesh node installation process Endpoint installation schedule – used by CUSTOMER to install and manage the Endpoint installation process Network optimization schedule – used by CUSTOMER to field investigate and selectively place FAN equipment (Mesh Node, and associated field devices) to meet design coverage.
Endpoint Acceptance	An Endpoint will be deemed Accepted when OW collection engine receives a Register Read for three (3) consecutive days; validated by Itron using the Performance Manager (or alternative application of its choosing).
Endpoint	An ITRON OpenWay CENTRON meter provided by ITRON and described in the CENTRON Meter Technical Reference Guide.
FAN	Field Area Network. As a general statement, the FAN includes all equipment, connectors and firmware from the routers down to the Endpoints. Includes the collection of ITRON provided OpenWay Mesh Node and Endpoints that utilize Radio Frequency (RF) enabling the transmission of two-way data between Endpoint and the OW.
FA Testing	First Article Testing will consist of, the verification of individual Endpoints: - Product Documentation - Nameplates - Meter Configuration/Security verification
FDM Tools	Field Deployment Manager Tools: ITRON Application used in the field and meter shop to interface with the Endpoints. It is typically used to push firmware, configure an Endpoint extract log files, investigate performance, etc. when communication over the FAN is not available.
Functional Testing	Basic functional tests are performed to verify component operation. Testing that is completed by ITRON for Licensed Software that is installed and/or configured during the Project.
GIS	Geographic Information System.
Go-Live	Go-Live is the point in the Project when CUSTOMER moves from the previous reading/meter data management process to using the Solution to facilitate the delivery of billing determinants. This step is typically done over a weekend to minimize impact to billing processes.
HES	Headend System: Software and network utilized to read Endpoints and provide two-way communication functionality from back office applications to Endpoints.
Interval Read Rate	The total sum of the interval reads received each day for 30 days from Available Endpoints divided by the sum of total possible interval reads for each day for the same 30-day period.
Interface	Integration point between two components within the CUSTOMER solution that has an agreed format to exchange information or complete a transaction. This is commonly a web service or batch file and typically is implemented between an ITRON and non-ITRON component of the solution using Itron's standard API (MDI XML).
Integration Testing	Testing conducted to demonstrate that the required data flows are operating correctly between the systems in the Solution and maintain business integrity, in accordance with the respective requirements. Attention is paid to the mechanics of the interfaces, such as the data transport management.
ISM	ITRON Security Manager: ITRON Software that enables secured communications between Endpoint and the OW.
Itron SaaS Services	ITRON services offering that allows CUSTOMER to reduce IT infrastructure commitments by hosting the Solution applications within the ITRON SaaS infrastructure.

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Term	Definition
ITRON Global Support Services	ITRON Global Support Services department provides the CUSTOMER with post Project issue escalation/resolution.
KPI	Key Performance Indicator. A measurable value(s) that are used to report on Solution performance.
MDI	Master Data Import: an XML file that contains endpoint, meter, premise, service point, and other pertinent configuration data related to reading data using Web Services. Defined in ITRONs API guides.
MDMS or MDM	Meter Data Management System: ITRON software that is used to collect data from the OW and to deliver billing determinants to CUSTOMER's CIS system as defined herein.
Network Design	An ITRON deliverable document that contains the installation locations of OpenWay Connected Grid Routers (CGR) and range extenders, anticipated coverage of each device, and assumptions for coverage percentages.
Network Device	Network Device is a generic term for the following components of the solution: OW CGR or RE.
OMS	Outage Management System.
OWCE	ITRON OpenWay Collection Engine Software.
PMO	Program Management Office which is staffed and managed by CUSTOMER.
PMR	Pole Mounted Router used in FAN The OpenWay Riva Pole Mount Router provides dual mesh network communications for both RFLAN and OpenWay Riva, enabling a seamless and cost-effective path to add advanced functionality like support for distributed intelligence applications to the network.
Production	Production state occurs after the Solution has been accepted, Project deliverables have been accepted, and Solution has been transitioned to Itron Global Support Services.
Project	The development and implementation of the Solution, which includes the design, installation, configuration, training, testing, deployment, optimization, and provisioning of the Solution for CUSTOMER.
Project Plan	Formal Project schedule used to guide and control the execution of a Project.
Project Team	CUSTOMER, CUSTOMER partners, ITRON team and ITRON partners who support the Project.
RE	Range Extender, part of the Field Area Network used to expand coverage.
Register Data	A recorded value of total energy measurement at a point in time and collected from the Endpoint.
RMA	Return Material Authorization. Process and documentation that authorizes the return of Solution products. Refer to ITRON RMA URL (https://access.itron.com/support/Pages/default.aspx) for detailed process.
SaaS	Software as a Service: Itron owned software where the CUSTOMER purchases a subscription for access and use of the Itron owned and hosted applications. CUSTOMER is responsible for the day-to-day operation of the subscribed software to support the business operation.
SFTP	Secure File Transfer Protocol enables client to send and receive files to/from ITRON SaaS Services. Typically used to facilitate MDI and reading data transfer.
SME	Subject Matter Expert. A resource that has a high degree of functional or technical knowledge about an area or product.

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Term	Definition
SLA	Service Level Agreements: Technical specifications for performance of the Solution that are a key element of acceptance criteria, including but not limited to meter read rates, transaction speeds, and functional verification of transactions such as remote connect.
Solution	The design, implementation, configuration, operation and maintenance of the AMI solution comprised of Services, Equipment and Licensed Software sold or licensed pursuant to the MSA and applicable Solution Agreement Documents and deployed per this Statement of Work.
Solution Acceptance	Acceptance criteria as defined in SOW. Includes the formal signoff of the Project indicating the completion of the defined commitments.
Support	Support shall include, but not be limited to providing personnel/resources, knowledge, reviewing materials, resolving issues, moving the Project forward, and assisting in general matters to complete the Project under this SOW. Support as defined herein is in addition to any support that shall be provided as a Service under the MSA.
TAD	Technical Architecture Design: Deliverable document provided by ITRON and used during the Design Phase to outline the environment and system architecture of the Solution for the various phases of the Project.
Test Cases	Document that describes the functional test scenarios for the Project, test objectives for each phase, test entry criteria, test phase exit criteria, and test cases. ITRON resources will provide input into any Test Plan that the CUSTOMER develops.
Three Day Billing Read Rate	A calculation of Available Endpoints in which a read has been received at 11:59pm on the second day (of a 3-day test) of the test divided by the quantity of Endpoints installed and available on the second day of the test.
UAT	User Acceptance Testing: Following Integration Testing, this testing combines both functional and integration testing to verify that the developed Solution works for end users. The objective is to ensure that the Solution designed is structurally sound and will function correctly in accordance with the operating specifications and in the environment in which it was installed.
UI	User Interface. The means by which the user will interact with the Solution components. Each component will have a unique UI that the users will interact with.
VPN	Virtual Private Network. A point to point connection between disparate networks that ensures the appropriate level of security to the connected systems when the underlying network infrastructure alone cannot provide it.
WAN	Wide Area Network. Communication solution provided by CUSTOMER between CGRs and the OW.
WSDL	Web Services Description Language - an XML-based interface definition that is used for describing a web service. Describes the service, expected input parameters and returned data.
XML	Extensible Markup Language: a metalanguage which allows users to define their own customized markup languages. Common format for ITRON files.
XSD	XML Schema Definition: A document that describes the structure of an XML document.

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D. Project Overview

D.1. Project Summary

The CUSTOMER and ITRON will implement the OpenWay Solution in support of approximately 13, 618 Endpoints. The Solution has extensive AMI capabilities with the Project focused on implementing the standard meter data requirements as described in this document. The Project schedule will be mutually agreed upon and scheduled as a part of the kickoff activities for Project; and will follow the ITRON Advantage Methodology with the detailed Project schedule being outlined in the Project Plan published after the Project kickoff.

Under this Project ITRON shall deliver and provide the following:

1. Software as a Service (SaaS) Solution applications:
    a. OpenWay Collection Engine (OWCE) v7.0
        i. RF-LAN Network Design
        ii. Itron Security Module (ISM) v4.0
    b. Network Devices
        i. Pole Mounted Routers (PMRs)
        ii. Range Extenders (REs)
    c. OpenWay CENTRON RF-LAN electric meters to replace CENTRON Bridge 2.1 electric meters
2. Services:
    a. Project Management
    b. Software as a Service ("SaaS") for Software applications
    c. Support to configure applications in one Itron-Hosted (Production) Environment
    d. Support to assist with migration of CENTRON Bridge 2.0 and re-programming to RF-LAN – this will be scheduled for the routes to collect final reads and push the meters into RFLAN mode (see Network Acceptance Process).
    e. Transfer copy of existing Itron Security Module (ISM) to Itron-Hosted (Production) Environment
    f. Basic Functional Testing of Solution applications and Software in hosted environment
    g. Training of CUSTOMER staff as outlined in Training section

Under this Project, CUSTOMER shall install Endpoints and Network Devices upon ITRON Equipment delivery:

3. Network Devices
    a. PMRs (17 devices)
    b. REs (3 devices)
4. Endpoint
    a. OpenWay CENTRON RF-LAN electric meters (~up to 14,000)

Anything outside of this scope of Services will be supported through the Project Change Control Process.

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D.2. Project Objective

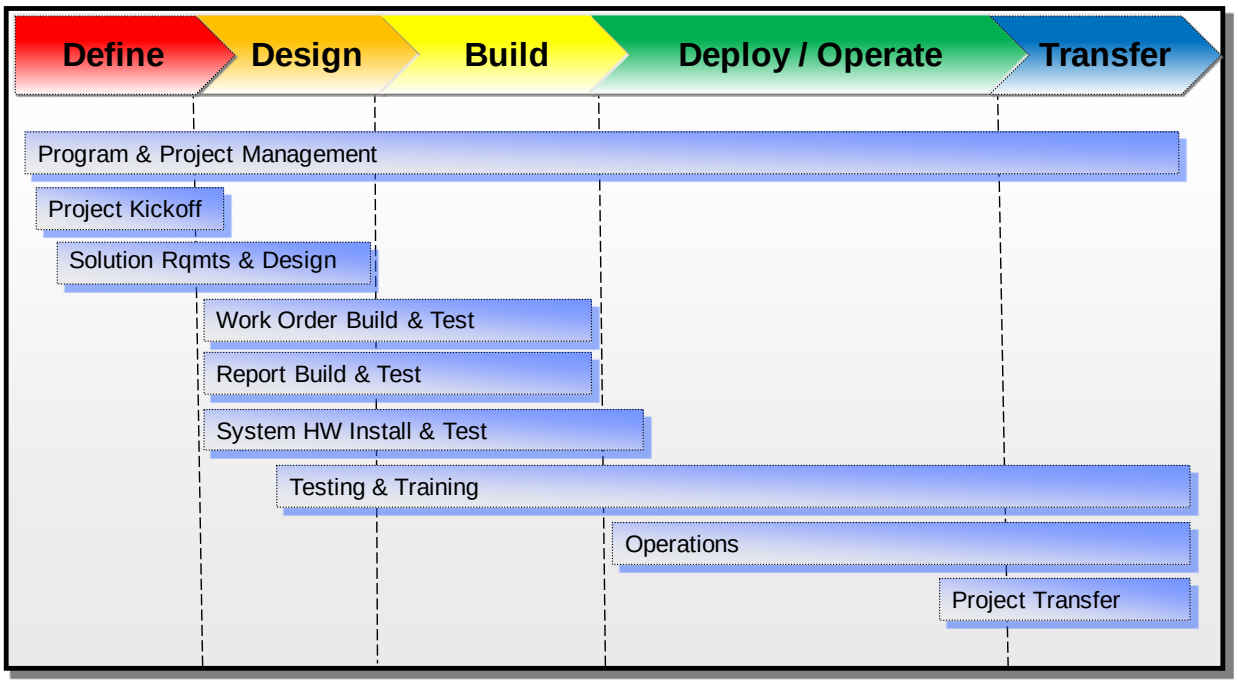
The following are the key objectives of the Project:

- Setup and configure SaaS Software applications for one (1) production environment in Itron hosted environment to meet the requirements defined in this document.
- Implement a Field Area Network (FAN) to meet performance expectations outlined in the Network Device Acceptance Section of this document using CUSTOMER provided location data.
- CUSTOMER to deploy FAN Equipment as defined in the Network Design.
- CUSTOMER to deploy OpenWay Endpoints per locations provided by CUSTOMER per the approved Network Design.
- Provide once daily extract of Endpoint register data for Available Endpoints.
- Provide energy quantity interval data, voltage data, and outage information to CUSTOMER supplied meter data management (MDM) and analytics platform, specifically SATEC's ExpertPower using Itron's standard API – Master Data Import (MDI) standard in XML format via Web Services calls and available methods.
- Provide training as outlined in Training Section.
- Perform System Testing in accordance with the Testing Section.
- Transition CUSTOMER to ITRON Global Support Services

D.3. Project Delivery

ITRON has broad experience successfully delivering and integrating our solutions with CUSTOMER systems. ITRON uses proven Project management methodology to ensure that the Project is fully defined, understood by all involved, and that all tasks are identified, assigned, and tracked. Itron Advantage methodology supports risk identification and mitigation, communications, reporting, change management, and issue resolution.

D.3.1. ITRON Advantage Delivery Methodology– OpenWay



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ITRON's Advantage Delivery Methodology consists of five steps or Project phases: Define, Design, Build, Deploy/Operate and Transfer.

The Define phase includes gathering resources and information needed to initiate and manage the Project, understand the CUSTOMER's specific needs and to communicate the objectives and plan to successfully deliver the ITRON solution. It also includes a requirement gathering workshop to ensure Project requirements will be met through system design and/or business process solutions. ITRON will identify, define and document the testing requirements, with CUSTOMER input, for both Endpoint Acceptance and Solution Acceptance. ITRON uses a common workflow approach utilizing experience from multiple existing systems into a standard workflow to manage the effort during the design phase.

During the Design phase, the Project team works with the CUSTOMER Project team to perform detailed planning for each of the Project deliverables such as the BSRD and Acceptance processes. At the end of the Design phase, ITRON will provide to CUSTOMER a BSRD document and a TAD document detailing the system architecture developed in the Define and Design methodology steps. Additionally, CUSTOMER will provide ITRON the Acceptance test schedule and process flows to ensure a successful deployment and that business objectives are met.

During the Build phase the Project team will use the design documents to configure and perform basic functional tests to validate components of the Solution. CUSTOMER administrative staff will be trained, facilities will be set up, and system users will be trained. CUSTOMER will develop and execute test plan/test cases and the Project team will seek Software Acceptance of the Solution.

During the Deploy/Operate phase, CUSTOMER will validate the Solution, which will include end-to-end system integration of basic monthly meter reading functionality. After acceptance, the Solution will be formally transitioned to ITRON Global Support Services, with ITRON Global Support Services being the point of contact for OW support questions by CUSTOMER.

During the Transfer phase, ITRON will work with the CUSTOMER Project team to transition the Solution to the ITRON Global Support Services including the Managed Services team made available to help CUSTOMER and which are contracted for under the MSA and SaaS agreements. Additionally, ITRON will support Project activities including, but not limited to, vacating the facilities, final billing, Project lessons learned and contract close-out.

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E. Project Resources, Roles and Responsibilities

E.1.1. Project Resources

In support of the Project, ITRON will provide qualified and professional resources. ITRON shall provide a Project Manager for the term of the Project in support of Project implementation activities defined in this document. ITRON shall provide a Business Consultant to facilitate the define/design workshops and ensure the requisite deliverables (i.e. BSRD) accurately define the Solution.

ITRON will also provide a Technical Consultant to support the integration efforts between CUSTOMER's CIS using standard ITRON Interfaces (previously mentioned MDI XML file interface for synching data between systems).

Any changes in scope or the Project Team will be managed via the Change Control Process of this document.

E.1.2. ITRON Project Roles and Responsibilities

The following table provides an overview of the ITRON Project roles and responsibilities.

ITRON Role	Responsibilities
Project Sponsor	Executive sponsorship Attends CUSTOMER executive stakeholder reviews as needed Point of escalation for issue/risk resolution Overall Project accountability Responsible for Project strategy, planning, staffing and financials Supports ITRON staff with internal activity requirements
Project Manager (PM)	Responsible for overall ITRON Project delivery management as it relates to the ITRON Solution deliverables and responsibilities described in the SOW including: Responsible for overall communications Schedules ITRON Project resources Secures ITRON resources Manages scope and Project planning Manages Project financials Manages the ITRON Project Plan Manages Project reporting Manages issues and risks Manages the Change Control Process Manages the contract delivery Manages ITRON internal management tasks and reporting Responsible for ITRON policy management for Project resources
Technical Consultant (TC)	Provides technical services, support and assistance: Product implementation lead including setup and configuration of the SaaS environment Solution delivery interface with SaaS-related issues. Provides Project technical input Data workflow design review Systems integration technical support for ITRON standard API sets Configures and supports Functional Testing of Software in SaaS environment Detailed responsibilities including:

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ITRON Role	Responsibilities
	Supports coordination of the SaaS environments during Project. TAD creation and sign-off Requirements gathering participant Technical issue evaluation/resolution Technical Training activities Provides "Go-Live" technical support.
Business Consultant (BC)	Provides requirements gathering facilitation and support: Solution capabilities overview Conducts all business requirement solution workshops and collection of key information, requirements, gaps, and data required to produce the BSRD doc. Provides ITRON training support and product material. Support for ITRON-related software Functional Testing activities (Functional Testing and test cases). Detailed responsibilities including: BSRD creation and signoff ITRON Training delivery facilitation, design and scheduling
Field Engineer	Responsible for design of the FAN including site surveys. The field engineer is also responsible to support troubleshooting of performance issues impacting the ability to meet network performance and acceptance commitments.
Managed Services Technical Consultant	Managed Services team supports the Itron hosted environment. Managed Services Technical Consultants are consulted to provide initial environment setup and installation of base applications. Also, in some cases, network engineers are involved to set up any network connections between CUSTOMER data center and ITRON hosted data center.

E.1.3. CUSTOMER Project Roles and Responsibilities

The following table provides an overview of the CUSTOMER Project roles and responsibilities.

CUSTOMER Role	General Responsibilities
Project Manager	Works collaboratively with ITRON Project Manager: Manages overall AMI Project and CUSTOMER Project staff Tracks Project progress Manages communications and reporting to ITRON and all 3rd party vendors Integrates with CUSTOMER's PMO function on behalf of the AMI Project Team Manages Project issues Manages Project Plan Reviews key documentation Manages CUSTOMER Project resources and resource scheduling, including 3rd party vendors
Business Lead	Has in-depth knowledge of the 'meter to cash' business process Works collaboratively with ITRON Business Consultant Gathers business requirements Leads design and testing Manages issue tracking for testing Coordinates development of test cases Reviews the BSRD and/or other document requirements Supports organizational change management within CUSTOMER Provides Tier 1* support for system issues encountered during testing to Production Provides Tier 2* support for system issues encountered during post-Production Note: * Tiers defined in Testing section of this SOW.

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CUSTOMER Role	General Responsibilities
Technical Resource	Acts as the CUSTOMER technical lead on the Project Has access to other CUSTOMER technical or support resources and systems as may be necessary to support the Project work or to troubleshoot systems Oversees CUSTOMER IT standards and IT server requirements (procurement and support) Leads other system integration or upgrade requirements Supports development of test cases Supports Production implementation, upgrade, and cutover Provides "Go-Live" technical support Leads final Solution performance validation Supports SaaS Change Management Process Provides Tier 1* support for system issues encountered during testing to Production Provides Tier 2* support for system issues encountered during post-Production Works collaboratively with ITRON Technical Consultant to setup and coordinate: Telecommunications infrastructure VPN tunnel responsibility Evaluate design requirements and supporting documentation Note: * Tiers defined in Testing section of this SOW.
Integration TC	Will be required to manage integration requirements with back-office systems including SATEC ExpertPower product.
Field Deployment Lead	Manages field device and meter-related activities including FAT approval, configurations, field deployment, and field mitigation efforts. Manages deployment and hardware device related staff. Manages field staff responsible for site surveys, site make ready, installation and mitigation activities.
Other Supporting Team Members	Database Administrator – Builds, maintains, and tunes CUSTOMER managed database(s). Network Administrator – Provides system access. Understands and provides expertise on the interfaces between the various data systems on the network Testers – Perform CUSTOMER specific testing requirements (i.e. Solution Performance testing, etc.) as agreed in SOW Meter Techs/Field Techs – Assist with Endpoint configurations, site surveys, Endpoint and FAN make ready and installations, field investigations for hard to read Endpoints and FAN optimization. Logistics – Coordinates order entry, forecasting, RMA, etc. System Operators – CUSTOMER to provide operators to be trained on the Solution operations and manage operations for OpenWay solution. Responsible for other systems including billing operational requirements, etc. CUSTOMER will provide an operator lead to manage the CUSTOMER operations requirements and provide Tier 1 support to operators. Billing / Work Order Specialists – manage daily the engagement with customers for follow-up, exception orders, and data quality. Communications Specialist – develops and approves all communications with customers, including internal and external Project communication updates, press releases, educational meetings, etc.

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F. Project Assumptions

F.1. General Project Assumptions

Below are assumptions utilized to create this SOW and Project Plan documents.

1.	ITRON and CUSTOMER will provide suitably trained and skilled resources to support the Project effort and timeline agreed upon by both parties. CUSTOMER's Technical and Business resources shall be fully familiar with their present IT Operations as it relates to the Project components.
2.	The ITRON PM assigned to this Project is responsible for management of all ITRON resources, ITRON Deliverables and the Project Plan.
3.	CUSTOMER and ITRON will name all resources for the roles identified upon Project start. Any system additions or parties not identified at Project startup, including 3rd party contractors/consultants may impact this SOW and associated pricing, requiring agreement through the Change Control Process.
4.	Each Party will identify and be responsible for any 3rd party contractors/consultants contracted by said Party for the Project.
5.	Work to be performed by Itron will be performed remotely except for Solution workshops, Training activities, or as determined and scheduled by the ITRON PM. Additional onsite visits will be mutually agreed by both Parties.
6.	All ITRON Project resources will use ITRON methodologies, tools, and templates.
7.	CUSTOMER is responsible for developing standard operating procedures (SOP's) and any internal business process modifications due to the implementation of the AMI solution.
8.	ITRON will provide CUSTOMER with an electronic copy of a standard set of Solution documentation including user guides, training materials, and where applicable, designs.
9.	Issue tracking/resolution will be done using the ITRON tools.
10.	In the event a delay is identified in the baselined Project schedule that impacts Project milestones or deliverables by the CUSTOMER or ITRON, the CUSTOMER and ITRON PMs will mutually assess the Project impact and devise a mutually agreeable plan to mitigate the impact to the Project schedule.
11.	CUSTOMER is responsible for any charges incurred for legacy, 3rd party, and/or upstream system modifications (i.e., CIS modifications or changes related to 3rd party integrations).
12.	If, for reasons outside of ITRON's control, the Project extends beyond the mutually-defined schedule of eight months duration, defined at Project kickoff, a maintenance fee to provide Project support will be charged to the CUSTOMER of $1520 per week; technical and business consulting hours will be invoiced as incurred at $225 per hour; additional travel will be billed at actual. These hours will be used to maintain the Project and billed in conjunction with the defined Services fees to complete the Project. Should the Project extend beyond the mutually defined eight (8) month schedule at no fault of the CUSTOMER, CUSTOMER will not be charged additional fees.
13.	Upon meeting Network Device/ Endpoint Acceptance criteria, the CUSTOMER owns and operates the Accepted Endpoints.
14.	Should the Project be terminated early by CUSTOMER, CUSTOMER will be responsible for reasonable ramp-down costs incurred by Itron resulting from such termination, not to exceed 25% of the Professional Services and ITRON Cloud Services as identified in BMR #19011-20 Ver1 May. Examples of ramp-down costs include: · Payment for completed work prior to agreed Project stopping point. · Unused materials purchased in advance to support installations will be provided. · Building and vehicle leasing costs and penalties for breaking lease agreements. · Lodging and travel fees incurred up to Project closure.
15.	CUSTOMER is responsible for 'Day to Day' operation of the system and applications upon Solution post setup and completion of training. Day to day operations include the following: · Perform OW monitoring and troubleshooting · Perform interrogation monitoring, scheduling, and troubleshooting · Perform endpoint exception monitoring and troubleshooting

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16.	ITRON resources will support CUSTOMER in converting the currently installed Bridge meters from mobile reading mode to network mode through training of CUSTOMER resources on the process and troubleshooting methods.
17.	ITRON will provide ~2,038 RF-LAN replacement meters for CUSTOMER to replace non-confirming HW 2.1 Bridge meters. CUSTOMER is also responsible for disposal of non-conforming meters.

F.2. General Technical and Design Assumptions

CUSTOMER will implement a RF-LAN FAN Design comprised of seventeen (17) Pole Mounted Routers (PMRs) and three (3) Range Extenders (REs). These Network Devices will be installed in CUSTOMER's territory by CUSTOMER. Listed below are assumptions utilized to develop the deliverables, integration, deployment, and other technical requirements.

1.	All Endpoints are located outdoors or if located indoors, CUSTOMER has provided specific geo-location data and information to support completion of ITRON's propagation study and accurate network design. Coordinates greater than 100 feet from accuracy may require additional network design.
2.	FAN must be installed in accordance with the installation manual, and at locations and elevations adequate to cover the territory; ITRON will determine height requirements and locations.
3.	If RF interference is detected, a change in location, device type or additional equipment may be required.
4.	CUSTOMER is responsible for all permitting, Joint Use Agreements (JUA), and any agreements to use other non-CUSTOMER owned facilities required to install the FAN equipment required for the network design.
5.	CUSTOMER is responsible for data quality, format, and accuracy of all CUSTOMER data which is provided to OpenWay Collection Engine (OWCE). All data coming into the Solution must be of high quality and, if needed, all correction to that data will be the responsibility of the CUSTOMER.
6.	CUSTOMER will complete requests for changes to configuration (opening firewall ports, Windows OS, etc.) within timeline outlined in the Project Plan.
7.	No software customization shall occur unless otherwise stated in this SOW or specified in a change order. (Examples of customization requiring a change order could include requested UI changes, custom reports and extracts, additional interfaces.)
8.	Solution Acceptance will be performed with OWCE per Network Acceptance criteria.
9.	CUSTOMER is responsible for all interfaces and/or programming required for their CIS billing system(s) integration to the OWCE. ITRON will provide all standard APIs and XSDs, with examples, and reference documentation to support integration to OW using ITRON's format. ITRON resources will provide testing support and training to facilitate data integration with OW.
10.	All ITRON System data inputs, such as meter/account specific configuration files, will be formatted (per ITRON specification) and provided in an electronic format by CUSTOMER.
11.	CUSTOMER will furnish all facilities and related support that are required by ITRON personnel engaged to perform the Services while on site. Access to the building(s) where the work will be performed, network access, a location to perform work (desk), projectors, desk chairs, and access to a local printer.
12.	OWCE will be configured in accordance with the Software as a Service standard component setup. This standard is preconfigured to allow customers to define their meter configurations, validation rules, and data export schedules.
13.	Data will be made available via a secure file transfer with a Virtual Private Network (VPN) channel from the ITRON hosted environment to CUSTOMER's data center. Alternatively, the Solutions web services, WSDLs and APIs, can be made available to CUSTOMER's CIS via ITRON's standard API (MDI XML format) using Web Services and using a Secure File Transfer Protocol (SFTP) folder location in ITRON's datacenter.
14.	Provide VPN tunnel and required network connections/changes required between ITRON data center and CUSTOMER data center for integration between OpenWay Collection Engine and CUSTOMER analytics/MDM platform.

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G. Workshops

This section lists all workshops that will be delivered for the Project in one (1) week onsite session. The four (4) workshop sessions will create the base line draft documents for the following, but not limited to, general deliverables: business solution requirements design document (BSRD), Project plan, and technical architecture design (TAD) document.

ITRON shall facilitate and document the output of each Solution Workshop; CUSTOMER team will participate through conclusion of each workshop session.

#	Workshop	Description	Goal	Output
1.	Solution Capabilities overview	To discuss the solution to ensure everyone understands what the output will look like when the workshops are complete	Overview of the Solution capabilities and review of key ITRON document deliverables that will be created during the Define and Design step of the Project. Used to promote structure and understanding across the Project Team.	BSRD
2.	Business Solution Requirements	To gather and document Solution requirements required to meeting CUSTOMER business objectives for the AMI OpenWay Solution.	Using a foundation of known product capabilities; ITRON and CUSTOMER will review CUSTOMER business requirements, investigate implementation options, review known constraints and any dependencies with other systems.	BSRD
3.	Technical Architecture & Design	To discuss the overall Solution architecture designs for the to-be environment. To review connectivity requirements to the Itron hosted datacenter.	Using a foundation of known product capabilities; ITRON and CUSTOMER review, document and formalize the technical architecture and security of the Itron-hosted Solution given key assumptions/requirements.	TAD
4.	Field Tools and Procedures	To discuss the processes, equipment and tools necessary to deploy and mitigate Endpoint and FAN assets.	To enable CUSTOMER to successfully manage the deployment, troubleshooting and mitigation field assets including FAN equipment, and Endpoints.	Deployment and Field Tools Knowledge and Documentation

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H. Training

ITRON will provide standard training material and courses as outlined below to the CUSTOMER. In the event customized user training and material is requested, or addition training time is requested by the CUSTOMER, this shall be supported through the Contract Change Order Process.

CUSTOMER will provide: a facility suitable to comfortably accommodate the maximum class size identified, a projections system that allows for presentation of class training materials, Wi-Fi access to accommodate requirements for a network connection in the delivery of training, student-issued PCs pre-loaded with requisite applications and/or enabled with remote access to required Environments, and any required test Equipment to execute hands-on segments of presented training.

All training listed below will be performed on-site and utilize a "Train the Trainer" approach. The maximum class size is ten (10); minimum is five (5) to ensure maximum participation.

Type	Description
End user / Operational Training (40 hrs.)	End user / Operator has the operational knowledge to maintain operate and troubleshoot the solution and provide Tier 1 support. One session of OWCE in scope; course consisting of up to forty (40) hours of onsite training session which can include Train the Trainer audience. Detailed syllabus will be provided. Train the trainer audience: Example, System Administrator that understand the configurations and use cases of the ITRON Solution.
FAN Training (10 hrs.)	RF Network personnel are introduced to operational, installation, and troubleshooting of PMR. One session of training mixed field and in class sessions; training consists of up to ten (10) hours of overall training.

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I. Testing

The table below lists the various Software tests, acceptance tests and responsible owner to be performed on the Solution.

Test Cycle	Description	Owner
First Article Test	FAT will consist of the verification of individual Endpoints: - Product documentation - Nameplates - Programming verification	CUSTOMER/ITRON supporting
Functional Testing	Basic functional tests are performed to verify component operation.	ITRON
Integration Testing	Integration testing conducted to demonstrate that the required data flows are operating correctly between the systems in the Solution and maintain business integrity, in accordance with the respective requirements. Attention is paid to the physical mechanics of the interfaces, such as the data transport management.	CUSTOMER - Primary ITRON technical support - Secondary
User Acceptance Testing	As defined in the Test Plan and following Integration Testing, this testing combines both functional and integration testing to verify that the developed Solution works holistically.	CUSTOMER - Primary ITRON technical support - Secondary
Endpoint Acceptance	Reference the Endpoint Acceptance Criteria Section.	CUSTOMER - Primary ITRON technical support - Secondary
Software Acceptance	Software Acceptance will occur once during the Build phase is complete and there are no Severity 1 or Severity 2 outstanding defects.	CUSTOMER

I.1.1. Comments and Clarifications

1.	ITRON to perform basic Functional Testing of Applications and Software in Itron hosted Production environment.
2.	CUSTOMER will provide a Test Lead, Tier 1 and 2 Support for internal testing and ITRON will provide supplemental technical support for defect management during testing activities.
3.	Assignment of the severity levels to each testing issue or defect are identified below. Any discrepancy will be resolved by CUSTOMER & ITRON PMs.
4.	All test deliverables will be done in accordance with pre-defined Test cases and test scripts.
5.	CUSTOMER is responsible for leading and performing all testing, except Functional Testing for ITRON applications. ITRON will provide the standardized test cases for CUSTOMER review. ITRON will share current knowledge and best practices information with CUSTOMER in execution of testing activities.

I.1.2. Severity Parameters

The following table defines the defect severity levels and mitigation steps for Solution component testing defects identified during the Project testing activities. ITRON and CUSTOMER will review all issues found through the associated testing process and agree on severity level assignment and applicable course of action as detailed below. This applies to Licensed Software and Firmware, and to Go-Live and Solution Acceptance.

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Defect Severity Level Table

Level	Definition	Actions
1	Blocking	Blocks development, business process and/or testing work - Prevents completion of critical business function and no workaround exists. *Mitigation:* System cannot Go-Live or CUSTOMER cannot accept the solution with any Severity Level 1 defects present without a plan in place to address via a planned software release or fix.
2	Critical	Crashes, loss of data, and workaround is present, but difficult to pursue or is not sustainable long-term. *Mitigation:* System cannot Go-Live or CUSTOMER cannot accept the solution with any Severity Level 2 defects present without an acceptable workaround in place to address via a planned software release or fix.
3	Minor	Minor loss of functionality, with a mutually agreeable workaround present; managed through product lifecycle (normal scheduled release of application). *Mitigation:* System can Go-Live with acceptable workaround and long-term plan in place to address issue via product release schedule.
4	Non-Critical	Minor loss of non-critical system functions, usability issues, or other problems where acceptable workaround is present and does not impede critical operations. *Mitigation*: Generally, these are cosmetic issues that may or may not have an easy workaround or short-term solution available but does not prevent system from Go-Live. System can be accepted with Non-Critical issues present.

I.2. ITRON Deliverables and Responsibilities

The following table lists the ITRON deliverables including the Key Document Deliverables listed. Documents will be delivered via email and stored on the ITRON Project SharePoint site.

#	Deliverable
1.	Standard Project Plan due within three (3) weeks following Project kickoff.
2.	Project kickoff meeting including Solution overview, review of Project scope, and proposed timeline.
3.	Project tracking and managing the Project Plan and deliverables through weekly Project status calls.
4.	Provide one (1) production installation of the applications identified in Section D.1 in an ITRON hosted environment (ITRON data center).
5.	Setup and configure Software to meet the design requirements approved in the BSRD and TAD.
6.	Facilitate Solution requirements and design workshops (One (1) week planned).
7.	Document and provide CUSTOMER with the BSRD and TAD key document deliverables.
8.	Provide sample functional test cases as reference.
9.	Make available an SFTP site to the CUSTOMER to share data files to support required integration.
10.	Complete Itron basic Functional Testing of the applications identified in Project Summary (Section D.1).
11.	Provide up to forty (40) hours of ITRON OpenWay Collection Engine (OWCE) Onsite training (1 training session of 10 participants which can include Train the Trainer material). Additional training sessions available through the Change Control Process.
12.	ITRON to configure environment to accept XML compliant Web Service requests such as remote disconnect/reconnect functionality from SATEC's system. Note: For a complete reference of requests and services available, please see Itron's *OWCE Web Services Reference Guide v7.0 SP2.*

DocuSign Envelope ID: 79CFFCBD-5EC3-4D76-9FF8-862101BAFEB0

13.	Complete transition documentation review and introduce CUSTOMER to ITRON Global Support Services in scheduled transition meeting after Go Live/System Cutover is complete.

I.3. CUSTOMER Deliverables and Responsibilities

To meet the objectives defined in Section D.1, CUSTOMER deliverables are shown in the table below and identifies where in the ITRON Advantage Methodology this deliverable is anticipated to be performed.

#	Deliverable
1.	Assign Project staff and participate in Project kick-off meeting.
2.	Participate in scheduled planning and update meetings.
3.	Develop and test Interface files. Format will utilize standard ITRON MDI XML format using Web Services methods. Daily updates to the interface are required to synchronize CIS system to ITRON OWCE. As needed, configuration Interface files will be posted to the ITRON SFTP site.
4.	Complete integration to CIS of daily reading files created by ITRON and access via MDI XML format and Web Service requests to OWCE.
5.	Complete Solution Testing in accordance to the published Project Plan and as defined in the Acceptance Criteria section.
6.	Assign resources and ensure active participation in Training as outlined in the Training section.
7.	Assist Itron with site survey support for FAN component installation locations and provide data to Itron for completion of propagation studies.
8.	Install all FAN components in accordance with installation instructions.
9.	Customer communications materials including initial customer notification and door hangers.
10.	Complete all make ready work and validate backhaul availability for each network location to prepare for the installation of the network devices.
11.	Troubleshooting and mitigation of non-communicating or poorly communicating Network Devices and Endpoints as required.
12.	Maintain Solution including Network Devices, Endpoints, and Interfaces.
13.	In the event of a drop in acceptable Solution performance in the 3-day monitoring cycle, provide summation of ITRON daily read report identifying issues.

I.4. Equipment

For the Project, the CUSTOMER will purchase Network Devices and Endpoints quantities as specified in the Pricing Summary. The CUSTOMER will purchase additional quantities of Equipment as required. CUSTOMER will work with ITRON to order equipment as specified.

ITRON recommends the CUSTOMER maintain spare inventory for the Solution. The quantities specified in the Pricing Summary are expected field deployment quantities. ITRON recommends 1% sparing level for Endpoints, and 5% for PMRs.

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J. Project Deliverables and Responsibilities

To meet the objectives defined in Section D.2, ITRON deliverables are shown below with the schedule of each deliverable being included in the Project Plan following contract execution.

J.1. Comments and Clarifications

1.	These Key Document Deliverables require sign-off from CUSTOMER within fifteen (15) business days of receipt. ITRON will confirm receipt of each document deliverable to CUSTOMER via email, indicating the date of delivery to someone designated by CUSTOMER to receive deliverable documents. Failure to authorize in this timeframe will be considered deliverable acceptance. CUSTOMER may provide reason for deliverable rejection via email to ITRON Project Manager outlining reason(s) for rejection.
2.	Modifications or updates to the key document deliverables previously accepted by CUSTOMER and ITRON will be handled through the Change Control Process.

J.2. Summary of Key Document Deliverables

#	Key Doc Deliverable	Description
1.	BSRD	This document outlines the OpenWay Solution requirements that will be met by the ITRON Solution design. It also highlights requirements gaps, should any be identified in the associated workshops/design reviews. It also includes OpenWay major functional areas to address the approach the Project Team will use to integrate the Solution functionality into the CUSTOMER's business practices.
2.	TAD	This IT facing document may include the following: Environment(s) and the specifications for each; security; long-term backup; and recovery requirements of the Solution.
3.	Project Completion Form	This document lists all the completion criteria and is used as a checklist to validate the Project is officially completed.

J.2.1. Tier Support Levels During Testing

During testing, issues may be encountered that require support from resources that are Subject Matter Experts (SMEs) in the Solution. To address issues encountered during testing and post-ITRON Functional Testing completion, CUSTOMER will designate internal staff to provide Tier 1 and Tier 2 support as described below.

Tier Levels	Defined	Examples	Responsibility
1	A CUSTOMER resource that is knowledgeable on the Solution. Such resources are considered process owners and are first level support for problems/issues encountered. Tier 1 is required to provide basic troubleshooting. For each issue encountered, they should collect the following information in their problem/resolution process: – What happened? – When did it happen? – Who encountered the issue? – What attempts were made to resolve? – Suggested next steps.	End user is not able to run a report during test period. Tier 1 Support would provide support to this user.	CUSTOMER

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Tier Levels	Defined	Examples	Responsibility
2	– If Tier 1 is unable to resolve, Tier 1 escalates to Tier 2. Tier 2 are also knowledgeable in the Solution but have deeper product knowledge. – If Tier 2 is unable to resolve, they will engage appropriate ITRON resource(s); for Project testing, this would be an ITRON Project resource, for production this would be ITRON Global Support Services. See Training section for scope of testing responsibility.	All issues that cannot be answered at Tier 1 during production and require a deeper knowledge to investigate and resolve Tier 1 would escalate to Tier 2. Tier 2 would escalate to ITRON Global Support Services.	CUSTOMER/ITRON Technical Support

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K. Acceptance of ITRON Deliverables

K.1. ITRON Deliverables

Acceptance of the ITRON Deliverables are as outlined as follows, and following the assumptions contained in Section F.1:

1. Business Solutions Requirements Design (BSRD) – expected delivery after conclusion of requirement workshops; upon submission by ITRON and review with CUSTOMER to close the DEFINE phase
2. Technical Architecture Document (TAD) – expected delivery after conclusion of requirement workshops and after Build phase; upon submission by ITRON and review with CUSTOMER to close DESIGN phase
3. Software Applications – upon completion of Go Live of Back Office System in Production environment.
4. Training – upon completion of Training as defined in the Training Course Description (see Training).
5. Project Acceptance Form - upon completion of all other Itron project deliverables.

K.2. General Installation and Mitigation Guidelines

The Solution was designed to meet the requirements as defined herein with expectations as outlined in General Technical and Design Assumptions.

Implementing and maintaining the Solution to meet expectations will be driven by the CUSTOMER using the following guidelines:

1. Validate that PMRs can communicate to the HES.
2. Complete, as planned, installation of FAN in accordance to ITRON installation manuals.
3. CUSTOMER to mitigate non-communicating FAN Devices with support from ITRON and Endpoints in accordance to the support / training provided by ITRON as outlined in ITRON Deliverables.
4. Maintain FAN Devices and Endpoints in a timely manner.
5. Using the procedures outlined in training, the CUSTOMER is responsible for troubleshooting and mitigation of non-communicating or poorly communicating FAN and Endpoints. FAN and Endpoint ownership and maintenance will be transitioned to the CUSTOMER upon Endpoint Acceptance.
6. ITRON is available to support CUSTOMER with Solution performance issues or to develop Standard Operating Procedures (SOPs) for Operations and Maintenance as required through the Change Control Process.

K.3. Network Device Acceptance Criteria

Network Device Acceptance will be concluded after all the following criteria are met:

1. A Network Device (PMR) will be deemed accepted when OWCE receives a Register Read for three (3) consecutive days for 25 Endpoints registered and communicating through and within the Network Design coverage area.
2. After Network Device Acceptance, it is the responsibility of the CUSTOMER to monitor, manage, investigate, and perform network mitigation activities.
3. The CUSTOMER will perform investigation and mitigation activities on Network Devices that fail to meet the Acceptance criteria in accordance with the FAN site survey and mitigation training provided by Itron.

DocuSign Envelope ID: 79CFFCBD-5EC3-4D76-9FF8-862101BAFEB0

Network Device/ Endpoint Acceptance Process

The following process below will be followed to ensure different phases of the network endpoint registration are completed successfully and then accepted by CUSTOMER as part of the overall network Acceptance criteria.

Phase 1 –Build Phase - Initial Network Test – Pilot – Two-Month Duration

1. ITRON stands up OpenWay Collection Engine (OWCE) in the hosted (SaaS) environment.
2. ITRON migrates existing Itron Security Module (ISM) from CUSTOMER on premise datacenter to ITRON hosted datacenter.
3. ITRON and CUSTOMER test one Pole Mounted Router (PMR) in CUSTOMER test lab and convert a few endpoints using FC300 to update Bridge 2.0 meters to RF-LAN mode.
4. CUSTOMER to test SATEC system for functionality noted in section I.2.12 with meters converted in #3 above.

Phase 2a – Build Phase - Bridge 2.0 Migration – Centron 2s cl200 Meter Population – Three Month Duration

1. CUSTOMER hangs fifteen (15) Pole Mounted Routers (PMR) based on propagation study and three (3) Range Extenders (RE) as needed to support 99% Network Design and projected coverage within two (2) months of Network Design approval.
2. CUSTOMER will complete drive-by re-programming process using FCS and schedule all routes to collect final reads within three (3) weeks of Step #1 completion.
3. CUSTOMER will push the meters into RFLAN mode *by route* after final reads are collected.

Phase 2b – Deploy Phase - Bridge 2.0 Migration – Centron 2s cl200 Network Acceptance – One Month Duration

1. CUSTOMER will validate completion of migration to RF-LAN mode for all routes.
2. CUSTOMER will complete Network and Endpoint Acceptance for designated Bridge 2.0-meter population.

Phase 3 – Deploy Phase - Bridge 2.1 Migration and Network Optimization – Schedule TBD after Phase 2b Completion

1. After completing the transition of all Bridge 2.0 meters to RFLAN, CUSTOMER replaces the Bridge 2.1 meters with CENTRON RF-LAN meters.
2. RF-LAN meters will join the network as they are installed.
3. CUSTOMER will complete Network Device and Endpoint Acceptance for designated Bridge 2.1-meter population.

DocuSign Envelope ID: 79CFFCBD-5EC3-4D76-9FF8-862101BAFEB0

K.4. Network Optimization Exercise

The Network Optimization phase is the final step of the network deployment and acceptance; this step occurs after Network Devices have been accepted and transferred to CUSTOMER who has conducted Phase 2b – Bridge 2.0 Migration.

Network Optimization involves monitoring and optimizing the network for 90 days after completion of Phase 2b AND 25% of the Bridge 2.1 replacement (up to 600 endpoints); network optimization is only possible once these Endpoints are installed and Phase 2b has been completed successfully.

Network Optimization involves remote analysis of network performance by ITRON resources including routing and bandwidth, and local troubleshooting to address any hard-to-hear (e.g. RF interference issues) locations. This process determines if any nodes should be relocated or if additional networking equipment is needed for optimal network performance. If any optimizations are needed, ITRON will suggest changes as part of an optimization recommendations delivered to CUSTOMER. CUSTOMER may be asked to provide photographs of FAN installations to facilitate this effort.

Upon completion of the Network Optimization exercise, the Project acceptance will be completed, and a final invoice generated.

Note: If additional resources, efforts, or equipment are required to complete the optimization exercise, it will be requested through the Change Control Process.

DocuSign Envelope ID: 79CFFCBD-5EC3-4D76-9FF8-862101BAFEB0

L. Project Completion

Following the acceptance of the ITRON Deliverables as defined in Acceptance of ITRON Deliverables section, the ITRON Project Manager and the CUSTOMER will schedule a transition call with ITRON Global Support Services (GSS). The ITRON Project Manager will coordinate the transition documentation ahead of scheduling the call with the CUSTOMER and ITRON Global Support Services. Upon transition, the CUSTOMER will get support through their Account Executive and ITRON Global Managed Services (GMS).

Itron will produce a Project Acceptance Form for CUSTOMER to review and approve. The Project Acceptance Form will summarize completion of all ITRON Deliverables.

L.1. Document Deliverables

All deliverables identified in the ITRON Deliverables section have been provided to, and approved by, the CUSTOMER. Upon signature/approval, all documents are considered final and no updates will be made unless otherwise agreed.

L.2. Project Closeout Criteria

- All Itron Project deliverables completed in Section K.1.
- User Acceptance Testing has completed.
- The CUSTOMER has been formally transitioned to ITRON Global Support Services post Go-Live/Cutover event.
- Network Optimization has completed.
- Final Project invoices will be processed.

If CUSTOMER does not agree that the completion criteria have been met, it is the CUSTOMER's responsibility to provide written details as to what and how the SERVICES have not conformed to the SOW or the agreed upon Project Completion criteria within fifteen (15) business days of the Project Completion review. Within fifteen (15) business days of receipt of Project Completion rejection, ITRON will evaluate the reasoning and compile an action plan in order to correct the issues in timely manner. Upon submission and acceptance of action plan by CUSTOMER, ITRON will provide a mutually agreed upon schedule for resolution process so that formal acceptance can be completed.

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M. Project Invoicing, Service Fees & Related Details

M.1. Services Fees

The services outlined in this SOW are being provided at a fixed cost of $275,835.00, as outlined in the pricing summary BMR#19011-20 Ver1 May. Travel time and expenses will be billed as actuals; the expenses are estimated to be $17,300 for the currently defined effort. Specific details related to these costs for the Project can be found in the Customer Pricing Summary. Any changes to the Services as outlined will be addressed though the Change Control Process.

These Fees are based upon ITRON's recommended engagement approach, ITRON standard travel policy, staffing levels, scope of the Project and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated fees. Any changes that affect ITRON's engagement approach, staffing levels, scope of the Project and Project Schedules will follow the Change Control Process.

ITRON will invoice CUSTOMER monthly, per the below schedule, for Services performed and for costs incurred. The final retention payment will be invoiced two (2) weeks after the transition to Global Support Services meeting and Network Optimization has concluded. If at any point, there is reason to believe that this amount will be exceeded, ITRON will immediately notify CUSTOMER as to the changes in the estimate and issue a Change Order as described in Change Control Process, which will be approved by CUSTOMER upon agreement. CUSTOMER shall pay all taxes, if any, due for Services provided by ITRON to CUSTOMER under this Statement of Work.

M.2. Project Invoicing

Professional Services invoicing will be done in accordance to the payment schedule defined below. Expenses will be invoiced at the end of the month that they are incurred.

Payment Milestone	Amount
Milestone 1: Production Environment Application Installation Complete - 10%	$27,583.50
Milestone 2: Solution Workshops, BSRD, TAD Complete - 20%	$55,167.00
Milestone 3: Solution Configuration and ITRON Functional Testing Complete - 25%	$68,958.75
Milestone 4: Back Office Go Live Event and Transition to Global Managed Services Complete - 25%	$68,958.75
Milestone 5: Network Optimization Complete - 10%	$27,583.50
Milestone 6: Retention Pending 20-day Stabilization Period completion – 10%	$27,583.50
Total	**$275,835.00**

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M.3. Billing Information

To ensure that ITRON has all the correct billing information, please verify the following:

Requested	CUSTOMER Data
Billing Contact Name	Carla Young
Billing Contact Phone # (s)	
Billing Contact Email Address	
Physical Location Address (if applicable)	
Billing Address (if different from above)	
Special Billing Requirements?	
Purchase Order #	

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N. Appendix A - Itron Documentation Reference

Item	Document
OpenWay	
1.	OpenWay Collection Engine Events and Exceptions Reference Guide
2.	OpenWay Collection Engine Operational Guidelines
3.	OpenWay Collection Engine Security Reference Guide
4.	OpenWay Collection Engine Web Services Reference Guide
OpenWay PMR	
1.	OpenWay Pole Mount Router Installation Guide
Endpoint	
1.	Technical Reference Guide

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O. Appendix B – Change Control Process

O.1. Change Control Process

An ITRON Change Order Form ("***Change Order***") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall Project. All Change Orders must be approved and signed by CUSTOMER and ITRON. No work shall commence prior to the CUSTOMER authorization of this change order.

#	Step	ITRON	CUSTOMER	Notes
1.	Identify scope change.	☒	☒	Either Party may identify a scope change.
2.	Submit a formal request for a Change Order.	☒	☒	Party identifying the scope change should submit the change request via email. – Request should include: – Problem Statement – Requirements
3.	Assess impact (scope, schedule, resources) and prepare brief summary.	☒	☐	
4.	Report impact results and submit Change Order form.	☒	☐	Should include: – Scope change described – Cost change – Project schedule impacts
5.	Authorize Change Order and email executed copy to ITRON Legal.	☐	☒	
6.	ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager.	☒	☐	

O.2. Change Order Form "Sample"

	Name	Date
Client Name:		
Requestor:		
Client Authorization:		
ITRON PM Approval:		
ITRON Contract Auth.:		

Send Pricing Summary to Client? ☐ Yes ☐ No

Has contract been signed? ☐ Yes ☐ No

General Comments:

Order Processing:

PO/Contract #: _____

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Comments: _____

Hardware Changes:

Qty	Item Description	Unit Price		Qty	Item Description	Unit Price

Comments:

Software Changes:

☐ Modifications ☐ Meter Licenses ☐ Other

Description	Unit Price

Implementation Labor and Expense:

☐ Billable ☐ Non-billable Charge to: _____

Purpose	Description	Days	@ $	Total
	Labor			
	Per Diem			
	Misc.			
	Total			

Other Changes:

Change Order: >Author Name

Please return this signed Change Order for formal ITRON Contract Authorization and Execution to:

ITRON, Inc.

2111 N. Molter Rd.

Liberty Lake, WA 99019

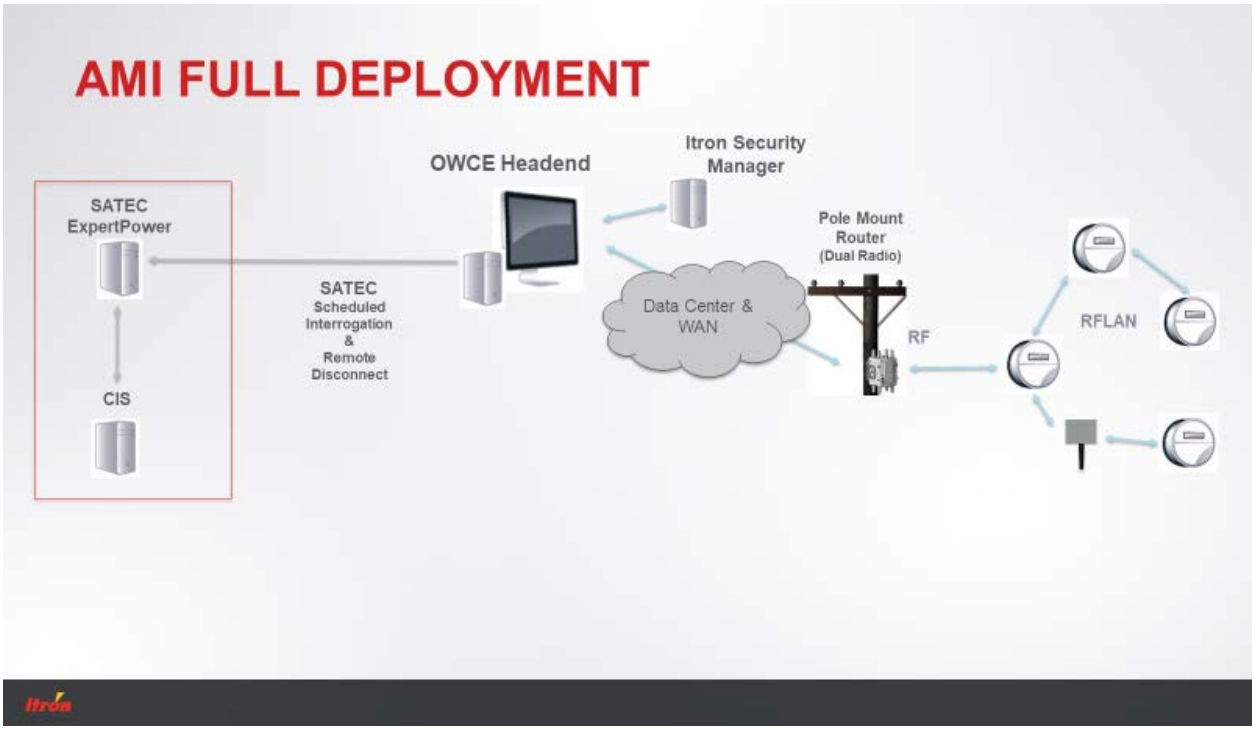
Attn: Contract Administration

Fax: (509) 891-3331 or pdf and email to your Account Executive – a fully executed version will be returned.

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P. Appendix C – City of Banning Solution Architecture

The diagram below depicts the Itron Solution proposed with associated applications and integration between major systems.



Note: Any changes to this architecture will require a review of existing integration planned and could result in potential changes in effort. Changes required will be managed through the *Change Control* process defined in Appendix A.

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Q. Appendix D – Network Design Assumptions

The Network Design is based on the following assumptions:

1. The Network Design is predicted to enable the Solution to meet network coverage of 99% of locations provided by the CUSTOMER and validated latitude and longitude Endpoints. Any Endpoint not within 300' of the location in the Network Design would be considered invalid.

2. The Network Design predicts a Three-Day Read Rate of 98.5% daily reads over a three-day window.

3. All proposed network device locations are located on CUSTOMER owned infrastructure unless otherwise noted.

4. Pole heights assumptions are included in the Network Design for each network location.

5. The Network Design utilizes RF Endpoints, PMRs, and REs.

6. The Network Design does not assume there is any RF blockage issues in the service territory.

7. All Electric meter locations are outdoor and at 5 feet ground level or above.

8. The proposed location for the initial placement of each network device was identified using refreshed GIS information. Initial Network Design was based on CUSTOMER provided GIS location information for the Electric Meters in the Service Territory.

9. Should additional (Endpoints and PMRs) be included in the Project that were not provided for the initial Network Design, the CUSTOMER will provide latitude and longitude coordinates and additional Network equipment may be required to be purchased by the CUSTOMER.

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Appendix E – Integration Assumptions

Itron provides customers and 3rd party vendors with the capability to access OpenWay Collection Engine (OWCE) services, data, and processes through published and supported interoperability standards using Web Services and XML (Extensible Markup Language) format.

The following table outlines the accepted Itron interface formats for integration with CUSTOMER systems and their respective applications. The formats below are supported for the planned CUSTOMER RF-LAN Itron solution and can be further referenced in Itron's *OpenWay Collection Engine Web Services Reference Guide V7.0 SP2* document.

Banning System	Description	Itron System	Itron Interface Format	Purpose
SATEC	Customer Info System (CIS) Application(s)	OpenWay Collection Engine (OWCE) v7.0 SP2	Itron Standard XML format using Web Services type invoked processes to perform common service requests such as (but not limited to): • Provisioning Service (e.g. Add or remove devices) • Control Service (e.g. Meter reconnect/disconnect) • Data Service (e.g. Register and Interval data requests, Interactive reads 'AKA On-Demand Reads') • Event Subscriber Service (e.g. Meter Events Log, Power Outage event data) • Measurement Data (e.g. Voltage Monitoring Data) Note: For the complete list of available service requests, please reference the Itron's *OpenWay Collection Engine Web Services Reference Guide v7.0 SP2* document.	Provide meter data and processing capabilities to CIS system.

Note: Any additional integration outside of the above referenced Itron standards requires further discussion by both parties and shall be supported by the Change Order process.

RESOLUTION 2023-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING CITYWIDE SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENTS

WHEREAS, the City of Banning uses multiple software as a service agreements (SaaS) in departments throughout the City; and

WHEREAS, the SaaS are utilized necessary to the continued operations of the City; and

WHEREAS, the City Council has approved the use of certain SaaS agreements throughout the past year(s) and Staff would like to present an annual comprehensive SaaS list for City Council approval and greater transparency.

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

SECTION 1. The City Council approves the use of City-Wide SaaS listed in Exhibit "A" for a total cost of $1,472,173 of which $1,018,139 was previously approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

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

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-162, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of September 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
List of SAAS Agreements

Software List FY 2024

Vendor	Product	Purpose	Dept	Cost	Start Date	End Date	Council Date	Council Reso
Nobel	ArcGIS	Geographic	Water, Community Dev,	14,600.00	3/19/2023	3/18/2024		
Nobel	ArcGIS	Information Systems for Smartgov	Water, Community Dev, Electric, Eng	32,600.00	2/1/2023	1/31/2024	2/22/2023	2023-51
ESRI	Windmill (Electric Scada)	License (1)	Water, Community Dev, Electric	400.00	2/1/2023	1/31/2024		
ALLDATA	ALLDATA	Data for repair	Fleet	1,500.00	7/17/2023	7/16/2024		
ASPEN Inc.	Advanced Systems	Oneliner 100 and Power Flow 100 (1 seat)	Electric	5,092.00	6/21/2023	6/20/2024		
Barracuda Essentials	Barracuda Essentials	Email security, email archiving, O365 Backup	Information Technology	18,164.16	9/1/2023	8/31/2024		
GovOptics LLC	Beacon Bid	Scope Searches	Purchasing	4,250.00	5/1/2023	4/30/2024		
Bluebeam Inc	Revu	PDF markup and collaboration tool that is used by architects, engineers and contractors	Community Dev	8,064.00	9/23/2022	9/23/2023		
Brightly (Dude Solutions)	Online Building Permitting	Building Permit Management	Community Dev	95,608.16	11/1/2023	10/31/2024	10/25/2022	2022-144
CBT Nuggets	CBT Nuggets	IT software training	Information Technology	2,396.00	7/1/2023	6/30/2024		
CDW-G	Adobe Professional DC	PDF Management	City wide	8,050.00	7/1/2023	6/30/2024		2018-71
Adobe	Adobe Illustrator	Graphic software for events/flyers	Parks & Rec	251.88	7/1/2023	6/30/2024		
Adobe	Adobe Spark	Graphic software for events/flyers	Parks & Rec	251.88	7/1/2023	6/30/2024		
Altair Engineering, Inc.	Altair Engineering, Inc.	Data Analytics	Finance	21,770.00	6/7/2023	6/6/2024		
Bentley	SpidaCalc	Prod Sub, SPIDA calcFull HWL	Electric	3,700.00	6/6/2023	6/5/2024		
CI Solutions	CI Solutions	PD ID Card Reader Services	Police Dept	995.00	8/18/2023	8/17/2024		
CivicPlus	CivicREC	Recreation Management	Community Services	3,560.02	9/29/2023	10/28/2024		

Software List FY 2024

Vendor	Product	Purpose	Dept	Cost	Start Date	End Date	Council Date	Council Reso
CivicPlus	CivicEngage	City Website	City wide	20,946.13	7/1/2023	6/30/2024	6/27/2023	2023-127
CivicPlus	Civicplus	Social media backup	City wide	10,317.00	8/1/2023	7/31/2024	6/27/2023	2023-127
Comcate	Comcate	Code Enforcement Case Management	Community Dev	10,883.06	5/1/2023	4/30/2024	4/25/2023	2023-72
ComDirect Inc.	ComDirect Inc.	Mitel Support	Police Dept	7,625.00	7/1/2023	6/30/2024		2018-71
Cummins Insite	Cummins Insite	Engine Diagnostics	Fleet	770.00	3/1/2023	2/28/2024		
Cybertime	Cybertime	Internet Service & Looped Microwave Backbone	City wide	31,188.00	10/1/2023	9/30/2024	8/24/2021	2021-71
Digital Scepter	CoreTex XDR	End-point Security	City wide	8,160.00	7/1/2023	6/30/2024		
DLT	AutoCAD 2022	Engineer Drafting	Community Dev, Engineering, Electric	12,009.43	5/23/2023	5/22/2024		
DocuSign	DocuSign	Document signing software	City wide	18,009.00	4/1/2023	3/31/2024		
EA agreement	Software One	Microsoft licensing	Information Technology	62,146.20	8/1/2023	7/31/2024	5/25/2021	2021-40
Eagle Aerial	Eagle Aerial	Water Efficiency and Data Management	Water	26,936.00	7/1/2023	6/30/2024	4/26/2022	2022-03 UA
ECS Imaging	Laserfiche	Core records	City wide	26,450.00	10/1/2023	9/30/2024	8/24/2021	
Everbridge	Nixie Alert System	Public Alert & Warning System - Mass Notification	City Manager	5,040.00	11/19/2022	11/18/2023		
GovInvest, Inc.	GovInvest	Investment modules OPEB, etc.	Finance	40,333.00	6/1/2023	5/31/2024	6/27/2023	2023-129
Granicus	Granicus	Agenda Management	City wide	24,513.02	6/1/2023	5/31/2026	5/23/2023	2023-98
HDL Companies	HDL Business License	Business License Management	Finance	3,331.80	7/1/2023	6/30/2024	3/14/2023	2023-47
HDL Companies	Cannibis	Revenue Audit	Finance	22,000.00	1/11/2023	12/31/2024	12/13/2022	2022-166
Innovyze	Innovyze	Water Modeling Software	Water	4,913.00	10/14/2023	10/13/2024		
Invoice Cloud	Invoice Cloud	Customer Online Bill Pay portal for Utilities	Utility Billing	5,000.00	7/1/2023	6/30/2024		
ITRON	ITRON	Electric AMI, Smart meter	Water, Electric, Utility Biling	3,928.49	3/1/2023	2/29/2024	10/9/2018	2018-129

Software List FY 2024

Vendor	Product	Purpose	Dept	Cost	Start Date	End Date	Council Date	Council Reso
LeadsOnline, LLC	Leads Online Power Plus Investigation System Software	Investigative Software	Police Dept	3,773.00	8/1/2023	7/31/2024		
LexisNexis Coplogic Solutions	LexisNexis	Desk Officer Reporting	Police Dept	7,445.51	7/1/2023	6/30/2024		
Manage Engine	Manage Engine	Ticketing software	Information Technology	3,940.00	7/1/2023	6/30/2024		
MegaTrak	MegaTrak	Fuel Management	Fleet	2,995.00	12/31/2022	12/30/2023		
Milsoft	Daffron CIS	New CIS software for Utilities	Electric	40,000.00	5/1/2023	4/30/2024	4/26/2022	2022-46
Milsoft	Milsoft	Customer engagement and Notification Platform	Electric	50,000.00	4/26/2022	4/25/2027	4/26/2022	2022-46
Superion	Central Square	Naviline ERP system	Information Technology	108,364.96	7/1/2023	6/30/2024		
NeoGov	NeoGov	HR Management	Human Resources	82,108.47	7/12/2023	7/11/2024	8/22/2023	2023-145
Next request	Next request	Public Records Request	City wide	6,685.29	8/1/2023	7/31/2024		
Nobel	Work Orders	Workorder Management	Water, Utility billing	100,800.00	7/1/2023	6/30/2027	6/14/2022	2022-05 UA & 2022-72
OnlineIS	Online Information Services Inc	Portal for Utility Billing to determine customer credit worthiness	Utility Billing	5,000.00	7/1/2023	6/30/2024		
OpenGov	Budget, Planning, Procurement	Budgeting & Planning, Procurement	Finance	59,280.00	12/15/2023	12/14/2024	8/22/2023	2023-146
OpenGov	Cartigraph	Cartigraph	Engineering	32,500.00	12/15/2023	12/14/2024	8/22/2023	2023-146
Oracle Software, Inc.	Netsuite	ERP Financial System	Finance	70,194.00	3/14/2023	3/13/2024	3/14/2023	2023-48
Pixabytes	Verkada	PD Cameras	Police Dept	3,000.00	7/1/2023	6/30/2024		
Power Monitors, Inc.	Power Monitors, Inc.	Canvas devices	Electric	950.00	5/10/2023	5/9/2024		

Software List FY 2024

Vendor	Product	Purpose	Dept	Cost	Start Date	End Date	Council Date	Council Reso
Reavis Code	Reavis Code	Monthly subscription for RC Ops., Tickets Core- Core system for RC Ticket	Electric	54,000.00	7/1/2023	6/30/2024		
Recyclist	Recyclist	Solid Waste Compliance Reporting	PW	22,701.00	4/30/2023	4/30/2026		2023-64
ResourceX	ResourceX	Online PBB	Finance	25,000.00	8/1/2023	7/31/2024		
Ron Turley & Associates	RTA	Vehicle Maintenance Tracking & Management	Public Works/ Fleet	5,608.02	7/1/2023	6/30/2024		
SATEC	SATEC	Electric Citizen Engagement Platform - Customer Mgmt Portal	Electric	59,662.98	2/1/2023	1/31/2024	8/22/2023	2023-137
SecureMax	Provision	Bus Cameras	Public Works/ Fleet	5,748.00	3/15/2023	3/14/2028	4/26/2022	2022-39
Satellite Phone Store	Iridium	Emergency Svc - montly	Information Technology	4,003.35	8/1/2023	7/31/2024		
Snag it	Snag it	Desktop recorder	Finance	3,800.00	7/1/2023	6/30/2024		
Software One	Backup, Azure Simple	File system backup	Information Technology	1,183.38	7/1/2023	6/30/2024		
SPS VAR, LLC	SPS VAR, LLC	Elite - 12 mo svc	Information Technology	7,223.00	10/1/2023	9/30/2024		
SunRidge Systems	RIMS	PD computer aided dispatch & records management	Police Dept	25,049.00	9/24/2023	9/23/2024		
Swiftly Solutions	Swiftly Solutions	GPS tracking for transit vehicles	Transit	2,102.38	7/1/2023	6/30/2024		
Survalent Technology, Inc.	Survalent Technology, Inc.	SCADA Servers	Electric	26,139.67	5/9/2023	5/8/2026	6/27/2023	2023-130
Token Transit	Token Transit	Mobile Ticketing for Transit busing	Transit	10% of Gross proceeds	7/1/2023	6/30/2024		

Software List FY 2024

Vendor	Product	Purpose	Dept	Cost	Start Date	End Date	Council Date	Council Reso
Tri-Global	UtiliPad	Data Orbit transfer service for GPS Cnetering rod for mapping	Electric	2,685.00	10/26/2023	10/25/2024		
Turbo Data Systems	Turbo Data	Citation Processing Services	Police Dept	3,000.00	8/1/2023	7/31/2024		
Virtual Project Manager	Virtual PM	Project management software	Engineering	12,000.00	3/1/2023	3/1/2024		
VMware	vSphere	Virtual environment	Information Technology	2,430.00	7/1/2023	6/30/2024		
When I Work	When I Work	Timeclock for Seasonal and Part-Time Staff	Parks & Rec	5,000.00	7/1/2023	6/30/2024		
Zencity	Zencity	Community Engagement Software	City Manager	21,000.00	12/6/2022	12/6/2024		2022-160
Win Can	Win Can	CCTV for the sewer systems	Collections	4,495.00	7/1/2023	6/30/2024		
Zoho Corporation	Zoho Corporation	Tech Support Live	Information Technology	3,940.00	7/1/2023	6/30/2024		
Konnect	Konnect	0-365 integration software	City wide	2,913.76	10/1/2023	9/30/2024		
PDQ Deploy	PDQ Deploy	Software Deployment	Information Technology	1,500.00	6/13/2023	6/12/2024		
PDQ Invt	PDQ Invt	Software Inventory	Information Technology	1,500.00	6/13/2023	6/12/2024		
Zenner	Stealth	Zenner meter reads for AMI	Water	1,200.00	7/1/2023	6/30/2024	8/27/2019	
XC2	XC2	Water Backflow Management	Water	5,500.00	7/1/2023	6/30/2024		
KUBRA	Drop counter	Water Citizen Engagement Platform	Water	20,000.00	7/1/2023	6/30/2024	4/26/2022	2022-03 UA
Honeywell	Digital watchdog	City Cameras	Information Technology	Replacing with Vigilant				

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Holly Stuart, Public Works Program Manager**
Art Vela, Director of Public Works

MEETING DATE: **January 9, 2024**

SUBJECT: **Consideration of Resolution 2024-07, Consolidating Agreements Under Public Works Department for Fire and Intrusion Alarm Monitoring, Maintenance and Repair Services in the Amount of $107,100 for a 5-Year Term and Terminate Existing Duplicate Monitoring Services Agreements**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2024-07:

1. Award an agreement for Fire and Intrusion Alarm Monitoring, Maintenance and Repair Services for City Facilities for a 5-year period with Vision Security Systems in the amount of $107,100 for a 5-year term and terminate existing duplicate monitoring services agreements.
2. Authorize the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the agreement with Vision Security Systems.
3. Authorize the City Manager or designee to execute the Agreement with Vision Security Systems as to form approved by the City Attorney Office.

BACKGROUND:

The City of Banning, under the Public Works Department, Building Maintenance Division, oversees the fire and intrusion monitoring services contracts for City facilities. On May 10, 2022 under Resolution 2022-52 following a formal bid process, City Council awarded a 3-year agreement through July of 2025 to Vision Security Systems in the amount of $63,107 for Fire and Intrusion Alarm Equipment, Installation, Monitoring, Maintenance and Repair Services for City facilities for the below identified locations.

Line Item	Facility Description	Location / Address
1.	Dysart Park	2108 Victory
2.	Banning Airport	200 S. Hathaway
3.	Fire Station - Admin.	3900 W. Wilson
4.	Community Center	789 N. San Gorgonio
5.	Senior Center & Computer Room	769 N. San Gorgonio
6.	Aquatic Center	749 N. San Gorgonio
7.	Police Department	125 E. Ramsey
8.	Police Department - Wilson Storage	5261 W. Wilson

9.	Police Department - Airport Evidence Storage	200 S. Hathaway
10.	Repplier Park Shelter House	749 N. San Gorgonio
11.	City Yard - Admin Offices	176 E. Lincoln
12.	City Yard - Street Warehouse	176 E. Lincoln
13.	City Yard - Fleet Shop	176 E. Lincoln
14.	City Hall	99 East Ramsey
15.	Lions Park - Restroom	Charles & Hargrave
16.	Armory	Nicolet

The initial cost for the purchase and installation of equipment amounted to $36,107. The annual monitoring cost amounted to $27,000 for a 3-year term beginning August 1, 2022 through July 31, 2025 or in other words, monitoring costs amounted to $9,000 per year.

In addition to the above, separately the City of Banning Public Works Department obtains services from the same vendor, Vision Security Systems, for alarm monitoring services for the Water Yard and Wastewater Treatment Plant with annual monitoring services amounting to $840.00 as shown below.

Line Item	**Facility Description**	**Location / Address**
1.	Water Yard	3333 Bluff Road
2.	Wastewater Treatment Plant	2242 Charles Street

Per the Administrative Services Department, Purchasing Division, it has been requested that all existing and active agreements under the Public Works Department with Vision Security Systems for fire and intrusion alarm monitoring, maintenance and repair services be consolidated. As a result, staff respectfully requests the approval and award of a revised services agreement with Vision Security Systems for a five (5) year term in the amount of $107,100 to consolidate these agreements per the below cost breakdown. Vision Security Systems has agreed to maintain the existing monitoring costs with no increase. With the approval of a revised consolidated agreement, existing fire and intrusion alarm monitoring, maintenance and repair services agreements will be terminated.

Line Item	**Facility Description**	**Location / Address**	**Monthly Intrusion Monitoring Fee**	**Monthly Fire Monitoring Fee**	**Annual Monitoring Fees**	**5-year Monitoring Fee**
1.	Dysart Park	2108 Victory	$35	---	$420	$2,100
2.	Banning Airport	200 S. Hathaway	$35	---	$420	$2,100
3.	Fire Station – Admin	3900 W. Wilson	$35	---	$420	$2,100
4.	Community Center	789 N. San Gorgonio	$35	---	$420	$2,100
5.	Senior Center & Computer Room	769 N. San Gorgonio	$35	---	$420	$2,100

6.	Aquatic Center	749. N. San Gorgonio	$35	---	$420	$2,100
7.	Police Department	125 E. Ramsey	$35	$50	$1,020	$5,100
8.	Police Department – Wilson Storage	5261 W. Wilson	$35	---	$420	$2,100
9.	Police Department – Police Airport Evidence	200 S Hathaway	$35	---	$420	$2,100
10.	Repplier Park Shelter House	749 N. San Gorgonio	$35		$420	$2,100
11.	City Yard - Admin Offices	176 E. Lincoln	$35	$50	$1020	$5,100
12.	City Yard - Warehouse	176 E. Lincoln	$35	---	$420	$2,100
13.	City Yard - Fleet Shop	176 E. Lincoln	$35	---	$420	$2,100
14.	City Hall	99 E. Ramsey	$35	$50	$1,020	$5.100
15.	Lions Park - Restroom	Charles & Hargrave	$35	---	$420	$2,100
16.	Armory	Nicolet	$40	---	$480	$2,400
17.	Water Yard	3333 Bluff Road	$35	---	$420	$2,100
18.	Wastewater Treatment Plant	2242 Charles Street	$35	---	$420	$2,100
19.	Unforeseen additional maintenance or addition of monitoring locations	TBD	TBD	TBD	TBD	$60,000
		Totals	$635	$150	$9,420	$107,100

In addition to the above identified monitoring costs, staff requests approval of an additional $60,000 for the term of the agreement for services as needed to address maintenance, repairs and additional monitoring services should locations need to be added to the scope. If approved, the total agreement for a five (5) year term including monitoring, maintenance and repair services will amount to $107,100.

If approved, new equipment and installation services procured by the City outside of regular maintenance and repair for the locations and services established above will be processed as a separate project and under a separate agreement. Accordingly, monitoring services that result from these separate projects will be added to the monitoring agreement approved under this resolution within the identified parameters.

JUSTIFICATION:

Alarm monitoring services are needed to secure City facilities against criminal activities. Services are also needed for the protection of property and life from potential criminal activities or those that may

result from fire.

During the last formal bid process administered by the City in 2022, Vision Security Systems was the highest rated and most qualified company that submitted a proposal. Currently, the City has an active monitoring services agreement with this vendor through July of 2025 that will be terminated and replaced with new agreement consolidating all active monitoring services. Vision Security Systems has also committed to maintain the same costs with no increase for monitoring services.

FISCAL IMPACT:

An appropriation to the Building Maintenance Fund, Account No. 704-3200-412.23-19 (Contractual Services/Alarm Services) in the amount of $107,100 is required to fund the 5-Year service agreement for fire and intrusion alarm monitoring, maintenance and repairs. The Building Maintenance Fund is an Internal Service Fund used for government-wide services provided primarily or only to internal customers. The funding needed for the appropriation to fund the new agreement will be transferred from accounts from other departments based on the City's current Cost Allocation Plan.

ALTERNATIVES:

1. Adopt Resolution 2024-07 as recommended.
2. Adopt Resolution 2024-07 with modifications.
3. Do not approve Resolution 2024-07 and provide alternative direction to staff. Staff may continue with the current service provider under its current agreement for the identified City facilities through July 31, 2025 excluding the Water Yard and Waste Water Treatment Plant which may be processed separately on an annual basis.

ATTACHMENTS:

1. Resolution 2024-07, Alarm Services Consolidation.docx
2. Exhibit A - C00953 VISION SECURITY SYSTEMS v2 (RWG Version).pdf
3. Vision Quote.pdf

RESOLUTION 2024-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE CONSOLIDATION OF AGREEMENTS UNDER THE PUBLIC WORKS DEPARTMENT FOR FIRE AND INTRUSION ALARM MONITORING SERIVCES IN THE AMOUNT OF $107,100 FOR A 5-YEAR TERM AND TERMINATING THE EXISTING DUPLICATE MONITORING SERVICES AGREEMENTS

WHEREAS, on May 10, 2022 following a formal bid process, a 3-year agreement for the below listed locations was awarded to Vision Security Systems for the installation of equipment and for intrusion and fire monitoring services managed by the Public Works Department, Building Maintenance Division; and

WHEREAS, in addition to the referenced locations in "Exhibit A," monitoring service agreements were awarded separately for the Water Yard and Wastewater Treatment Plant; and

WHEREAS, the Administrative Services Department, Purchasing Division, requested that existing intrusion and fire alarm monitoring service agreements under the Public Works Department be consolidated; and

WHEREAS, under approval of this resolution, the existing monitoring agreement for the abovementioned locations will be terminated and monitoring services for these locations will be consolidated into one 5-year term agreement, and

WHEREAS, new equipment and installation services procured by the City outside of regular maintenance and repair for the locations and services established under this approval will be processed as a separate project and under a separate agreement; and

WHEREAS, monitoring services that result from the installation of equipment at new locations will be added to the monitoring agreement approved under this resolution within the identified parameters; and

WHEREAS, the new agreement will be funded by the Building Maintenance Fund, Account No. 704-3200-412.23-19 (Contractual Services/Alarm Services).

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

SECTION 1. The City Council approves agreement for Fire and Intrusion Alarm Monitoring, Maintenance and Repair Services for City Facilities for a 5-year period with Vision Security Systems in the amount of $107,100 for a 5-year term and terminate existing duplicate monitoring services agreements.

SECTION 2. The City Manager is authorized make necessary budget adjustments, appropriations and transfers related to the Agreement with Vision Security Systems.

SECTION 3. The City Manager is authorized to execute the Agreement with Vision Security Systems as to form approved by the City Attorney Office.

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

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-07, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Alarm Monitoring Service Locations

Line Item	Facility Description	Location / Address
1.	Dysart Park	2108 Victory
2.	Banning Airport	200 S. Hathaway
3.	Fire Station – Admin	3900 W. Wilson
4.	Community Center	789 N. San Gorgonio
5.	Senior Center	769 N. San Gorgonio
6.	Senior Center – Computer Room	769 N. San Gorgonio
7.	Aquatic Center	749. N. San Gorgonio
8.	Police Department	125 E. Ramsey
9.	Police Department – Wilson Storage	5261 W. Wilson
10.	Police Department – Police Airport Evidence	200 S Hathaway
11.	Repplier Park Shelter House	749 N. San Gorgonio
12.	City Yard – Admin offices	176 E. Lincoln
13.	City Yard – Street Warehouse	176 E. Lincoln
14.	City Yard – Fleet Shop	176 E. Lincoln
15.	City Hall	99 East Ramsey
16.	Lions Park - –restroom	Charles & Hargrave
17.	Armory	Nicolet

Exhibit B
Agreement for Services

AGREEMENT FOR PROFESSIONAL SERVICES (C00953) FOR FIRE AND INTRUSION ALARM EQUIPMENT, INSTALLATION, MONITORING, MAINTENANCE & REPAIR BY AND BETWEEN CITY OF BANNING AND VISION SECURITY SYSTEMS

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is entered into as of: _____, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **CHAUNNON GOLDBERG DBA VISION SECURITY SYSTEMS, a Sole Proprietor** ("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. 22-009), the performance of the services for the Fire and Intrusion Alarm Equipment, Installation, Monitoring, Maintenance & Repair prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times

faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional 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
Chaunnon Goldberg	Owner

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 Seven Thousand One Hundred Dollars ($107,100.00) (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 and will remain in full force and effect for five (5) years, 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) 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 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: Arturo Vela
Director of Public Works
City of Banning
99 East Ramsey Street
Banning, California 92220
Email: avela@banningca.gov

With a courtesy copy to:	Serita Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: syoung@rwglaw.com
If to Consultant:	Attn: Chaun Goldberg, Owner Vision Security Systems 23800 Sunnymead Blvd. Ste. G Moreno Valley, CA 92553 Email: sales@visionsecuritysystems.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[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, Date City Manager	NAME: Date TITLE:
	NAME: Date TITLE:
ATTEST:	
Caroline Patton Date Administrative City Clerk	Tax ID No. Address:
APPROVED AS TO FORM: Richards, Watson & Gershon	
Serita Young Date City Attorney	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 Fire and Intrusion Alarm Equipment, Installation, Monitoring, Maintenance & Repair prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

Inspection and Maintenance Specifications

- All alarms and panels are tested and inspected annually and include a semi-annual inspection. This includes functional testing. Testing to include load test on battery.
    - Annually check all sensors, and battery back-up
- Provide preventative maintenance services to check the Security Alarm system regarding false alarms due to bad sensors.
- Provide technical assistance in troubleshooting problems with the Fire and Security Alarm system.
- Respond within three (3) hours of initial City notification for any type of emergency or repair to the Fire or Security Alarm system or components.
- Respond within twenty-four (24) hours for routine service, maintenance and repair calls.
- The Contractor shall ensure industry standards are met and compliance with applicable State and local fire codes and laws.
- Contractor shall maintain the entire fire alarm and intrusion alarm systems as described by using only skilled personnel with appropriate certifications and or training which are supervised and directly employed by the Contractor.
    - Intrusion Alarm Systems: Individuals who install, maintain, monitor, sell, alter, or service intrusion alarm systems must be licensed with the Bureau of Security & Investigative Services (BSIS). Contractor must submit copy with the bid submittal.
    - Fire Alarm Systems: Fire alarm work is subject to Contractors License Law and requires an Electrical (C-10) contractor license. Contractor must submit copy of the C-10 license or Sub-Contractor license with bid submittal.
- Document and provide a list of the make, model and serial number of the Fire and Security Alarm equipment to the designated City Representative. The list shall include type, amount and available upgrade options for detection equipment actually located in each building.
- All testing and inspections must be scheduled in advance with the designated City representative. All inspections will be done at no additional cost as they are to be

part of the contract term A copy of the inspection report should be left onsite at each location and a copy provided to the same designated City representative.

- The designated City Representative must give prior approval to any and all repairs, maintenance work or other billable charges. Repairs necessitated by faulty equipment, provided or installed by the Contractor, improper maintenance procedures and/or the Contractor's negligence or error shall be at no cost to the City. Any repair or replacement parts should be of like-quality and value and include the option to upgrade system to IP and/or cellular service, unless otherwise specified and authorized by the designated City Representative.

- Any programming required on proprietary systems will be coordinated by the City and will be the responsibility of the contractor. Contractor will need to be able to work on all panels, to include being certified and licensed prior to award of contract. City will not pay for additional costs beyond initial programming cost depicted on Pricing Sheet.

Monitoring Specifications

- Monitoring Hours: For purposes of this RFP, normal business hours shall be defined as 6:00 AM to 6:00 PM Pacific Standard Time, Monday through Friday.

    - Continual monitoring services shall be provided for each building identified on the Location Sheet/Price Sheet herein on a twenty-four (24) hour/day, 7 days a week, 365 days/year basis (366 days when leap year).

    - Automated daily fire/intrusion system status checks (test timers) for all Contractor monitored, City owned buildings shall be performed and reported during Business Hours 8:00 AM to 1:00 PM Pacific Standard Time. The City will provide contact numbers to the successful Contractor.

- In the event an alarm is triggered, Contractor shall contact City staff in the following manner. (At the time of award of Contract, the City shall provide to the selected Contractor phone numbers for the following contacts.)

    - Fire alarms for all buildings:

        - First - Operations: Carl Szoyka, 951.392.7276

        - If no answer, call Second: Standby, 951.663.3523

        - If no answer, call Third: Non-Emergency Police Dispatch, 951.922.7276

    - Intrusion alarms for all buildings:

        - First – Rover1: Carl Szoyka, 951.392.7276

        - If no answer, call Second: Standby, 951.663.3523

        - If no answer, call Third: Non-Emergency Police Dispatch, 951.922.7276

- Note: The Second and Third phone numbers shall only be utilized in the event that contact cannot be made via the primary (First) and/or Secondary phone numbers.

- Alarms need to be zoned as needed, and have the ability to enter no less than 50 unique user codes recording entry and exit detail. Monthly reports for each location with an intrusion alarm will be issued showing location with all entries and exits utilizing user codes. Reports on fire/intrusion alarm activity, changes on account contact information shall be considered part of the service agreement and incorporated in the monthly service cost.

- Inspections included in this RFP involve aspects of alarm monitoring services, but are not limited to alarm initiating devices, alarm notification appliances, supervisory signal initiating devices and circuit information as required by local, State and Federal agencies.

- Codes are to be issued or deleted by the designated City Representative for each location and activated remotely by service provider.

- The contractor is expected to be able to monitor the City's current alarm systems. Equipment should not be proprietary and other companies should have the ability to inspect and monitor this equipment. Any replacements should be of the latest technology and must be cellular service.

SYSTEM TYPE: FIRE MONITORING ONLY

Fire and Intrusion Alarm Equipment, Installation, Monitoring, Maintenance and Repair Services for City facilities for the below identified locations.

Line Item	Facility Description	Location / Address
1.	Dysart Park	2108 Victory
2.	Banning Airport	200 S. Hathaway
3.	Fire Station - Admin.	3900 W. Wilson
4.	Community Center	789 N. San Gorgonio
5.	Senior Center & Computer Room	769 N. San Gorgonio
6.	Aquatic Center	749 N. San Gorgonio
7.	Police Department	125 E. Ramsey
8.	Police Department - Wilson Storage	5261 W. Wilson

1

9.	Police Department - Airport Evidence Storage	200	S. Hathaway
10.	Repplier Park Shelter House	749	N. San Gorgonio
11.	City Yard - Admin Offices	176	E. Lincoln
12.	City Yard - Street Warehouse	176	E. Lincoln
13.	City Yard - Fleet Shop	176 E. Lincoln	
14.	City Hall	99 East Ramsey	
15.	Lions Park - Restroom	Charles & Hargrave	
16.	Armory	Nicolet	
17.	Water Yard	3333 Bluff Road	
18.	Wastewater Treatment Plant	2242 Charles Street	

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, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") not to exceed the following rates.

Monitoring Services

Line Item	Facility Description	Location / Address	Monthly Intrusion Monitoring Fee	Monthly Fire Monitoring Fee	Annual Monitoring Fees	5-year Monitoring Fee
1.	Dysart Park	2108 Victory	$35	---	$420	$2,100
2.	Banning Airport	200 S. Hathaway	$35	---	$420	$2,100
3.	Fire Station – Admin	3900 W. Wilson	$35	---	$420	$2,100
4.	Community Center	789 N. San Gorgonio	$35	---	$420	$2,100
5.	Senior Center & Computer Room	769 N. San Gorgonio	$35	---	$420	$2,100
6.	Aquatic Center	749. N. San Gorgonio	$35	---	$420	$2,100
7.	Police Department	125 E. Ramsey	$35	$50	$1,020	$5,100
8.	Police Department – Wilson Storage	5261 W. Wilson	$35	---	$420	$2,100
9.	Police Department – Police Airport Evidence	200 S Hathaway	$35	---	$420	$2,100
10.	Repplier Park Shelter House	749 N. San Gorgonio	$35		$420	$2,100
11.	City Yard - Admin Offices	176 E. Lincoln	$35	$50	$1020	$5,100
12.	City Yard - Warehouse	176 E. Lincoln	$35	---	$420	$2,100
13.	City Yard - Fleet Shop	176 E. Lincoln	$35	---	$420	$2,100
14.	City Hall	99 E. Ramsey	$35	$50	$1,020	$5.100
	Lions Park -	Charles &				

15.	Restroom	Hargrave	$35	---	$420	$2,100
16.	Armory	Nicolet	$40	---	$480	$2,400
17.	Water Yard	3333 Bluff Road	$35	---	$420	$2,100
18.	Wastewater Treatment Plant	2242 Charles Street	$35	---	$420	$2,100
19.	Unforeseen additional maintenance or addition of monitoring locations	TBD	TBD	TBD	TBD	$60,000
		Totals	$635	$150	$9,420	$107,100

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for Services shall not exceed $63,106.73 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

See Exhibit "C"

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

See Exhibit C.

VISION
SECURITY SYSTEMS

BANNING CITY WORKS
P.O. BOX 998
BANNING, CA 92220

Date 11/22/2023

Estimate # 3237

Estimate

Description	Qty	Cost	Total
Yearly Monitoring - 12 months for the following locations		0.00	0.00
Dysart Park	12.00	35.00	420.00
Banning Airport	12.00	35.00	420.00
Fire Station Admin	12.00	35.00	420.00
City Hall -Burg	12.00	35.00	420.00
Lions Park Restrooms	12.00	35.00	420.00
Aquatic Center	12.00	35.00	420.00
Community Center	12.00	35.00	420.00
Senior Center w/Computer Room	12.00	35.00	420.00
Repplier Park	12.00	35.00	420.00
Police Dept Wilson Storage	12.00	35.00	420.00
Police Dept Airport Evidence	12.00	35.00	420.00
City Hall -Fire	12.00	50.00	600.00
Armory	12.00	40.00	480.00
City Yard -Fire	12.00	50.00	600.00
Police Dept -Burg	12.00	35.00	420.00
City Yard Admin	12.00	35.00	420.00
City Yard Fleet Shop	12.00	35.00	420.00
Police Dept -Fire	12.00	50.00	600.00
City Yard Whse	12.00	35.00	420.00
Wastewater Treatment	12.00	35.00	420.00
Water Yard	12.00	35.00	420.00
		0.00	0.00
There has been no change of pricing from original contract. There will be no change of pricing for the next 5 years.			

$9,420.00

23800 Sunnymead Blvd., Ste. G Moreno Valley, CA 92553 Phone# 951-924-1560 Fax# 951-924-7881 www.visionsecuritysystems.com

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Kevin Sin, Senior Civil Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-08, Approving Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California for an Additional $450,000 for Plan Check, Inspections and Related Administrative Services**

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2024-08:

1. Approving Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California (ERSC) for an additional $450,000 for plan check, inspections and related administrative services.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with ERSC.
3. Authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with ERSC.

BACKGROUND:

The Public Works Department, currently staffed with three full-time engineers and one inspector, administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure. In addition to managing public works projects, staff is also responsible for processing private land development projects related to Public Works responsibilities (e.g. infrastructure, grading, storm water, etc.). Due to current and anticipated workloads related to private development (e.g. Atwell, Rancho San Gorgonio) the need to establish an agreement with a firm to continue providing plan check, inspection and related administrative services is necessary in order to maintain an acceptable level service. As a result, the City Council adopted Resolution 2023-88 on May 9, 2023 awarding a professional services agreement to ERSC for plan checks, inspections and related administrative services in the amount of $550,000.

The amount of plan checks and inspections related to the Atwell Development have exceeded staff's expectations and has resulted in a need to increase the Professional Services Agreement with ERSC by $450,000 in order to continue receiving their services.

JUSTIFICATION:

Due to current and an anticipated workload related to private land development activities, the Public Works Department has recognized a need for additional resources to provide plan check and inspection

services in a timely manner and to maintain an acceptable level service.

FISCAL IMPACT:

An appropriation from the General Fund in the amount of $450,000 to Account No. 001-3000-442.33-53 is necessary and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department. Funds exhausted to date have been recovered by said fees. Some revenue has been received already with the remainder expected in FY 2023-24 and FY 2024-25. The expected FY 2023-24 revenues will be included in the mid-year budget adjustment item for Council consideration on February 13, 2024.

ALTERNATIVES:

1. Approve as recommended.
2. Do not approve and provide alternative direction. This alternative would cause a reduction in the level of service to private development applicants in processing of their projects. Additionally, staff would have less time to work on the City's capital improvement projects.

ATTACHMENTS:

1. Resolution_2024-08.pdf
2. Amendment No.1 to PSA Plan Check and Insp.pdf

RESOLUTION 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA FOR AN ADDITIONAL $450,000 FOR PLAN CHECK, INSPECTIONS AND RELATED ADMINISTRATIVE SERVICES

WHEREAS, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure; and,

WHEREAS, as part of these responsibilities, staff manages public works projects related to private development and determined a need for additional resources in consideration of the current and anticipated increases in workload related to future private land development activities in order to maintain an acceptable level of service; and,

WHEREAS, on May 9, 2023, the City Council of the City of Banning adopted Resolution No. 2023-88 awarding a professional services agreement to Engineering Resources of Southern California (ERSC) for plan checks, inspections and related administrative services in the amount of $550,000; and,

WHEREAS, funds allocated to the current professional services agreement with ERSC have been exhausted; and,

WHEREAS, the amount of plan checks and inspections related to the Atwell Development have exceeded staff's expectations and has resulted in a need to increase the Professional Services Agreement with ERSC by $450,000 in order to continue receiving their services; and,

WHEREAS, an appropriation from the General Fund in the amount of $450,000 to Account No. 001-3000-442.33-53 is required to fund Amendment No. 1 and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department.

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

SECTION 1. The City Council approves Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California and authorizes the City Manager to sign said amendment.

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 9th day of January 2024.

Alberto Sanchez, 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 2024-08, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 1

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00805) FOR PLAN CHECK AND INSPECTION SERVICES BY AND BETWEEN CITY OF BANNING AND ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.,** a California corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Contractor entered into that certain Contract dated July 1, 2023 for the purpose of providing Plan Check and Inspection Services ("Agreement") following Request for Proposals (RFP No. 23-001), Plan Check and Inspection Services.

B. City and Contractor now desire to amend the Agreement to increase the Contract Sum to ($1,000,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Four Hundred Fifty Thousand Dollars ($450,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Dollars ($1,000,000.00).

2. Miscellaneous Provisions

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

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party,

(iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONTRACTOR
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Caroline Patton Deputy City Clerk	
APPROVED AS TO FORM: Richards, Watson & Gershon	
Serita R. Young City Attorney	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Barbara Mason, Purchasing Manager** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-10, Approving an Order Form and Terms and Conditions with Streamlink Software, Inc., dba AmpliFund, for a Software-as-a-Service Grant Management Platform.**

RECOMMENDATION:

Adopt Resolution 2024-10.

BACKGROUND:

The City of Banning has continued to aggressively seek grant opportunities to fund and supplement projects City-wide and has had great success in grant awards to date. As the number of grants continue to grow, the City is seeking additional resources to manage these grants, properly allocate costs, standardize processing, and stay current on compliance guidance.

In order to meet these grant management goals, the City contacted four firms: Amplifund, GrantHub, Submittable, and ECivis for grant management software solutions. After careful review, City staff determined that Amplfund offered the best value for the City's needs.

AmpliFund software platform provides a straightforward, purpose-built solution to conduct opportunity research, track deadlines, centralize information, and monitor budgetary grant progress and compliance across the lifecycle of a grant. The software application will interface with our new ERP system (Netsuite) for continued up to date financial information for grant reporting. Additionally, the software includes Grant Seeker software to enhance the City's research for grant opportunities and interfaces with all applicable departments.

JUSTIFICATION:

The City does not currently have a grant management software and this new software will increase productivity, inter-department communication through work flows, enhance grant reporting and compliance, track submittal deadlines. Without this software, grant opportunities, deadlines, department interface is limited and completed manually.

FISCAL IMPACT:

This Fiscal Impact is a follows:

Period	Annual Cost
Year 1	$ 35,500 (Includes implementation Cost)

Year 2	$ 17,500
Year 3	$ 17,500
Year 4	$ 17,500
Total 4-Year Cost	$ 88,000

As part of the grant management, where possible, the software costs will be offset by grant funded administrative costs. However, the software cost will be front funded and reimbursed where applicable.

ALTERNATIVES:

1. Adopt Resolution 2024-10, as recommended.
2. Adopt Resolution 2024-10, with modifications.
3. Do not approve Resolution 2024-10 and provide alternative direction to staff.

ATTACHMENTS:

1. Exhibit A - Amplifund-11-15-23.pdf
2. Resolution_2024-10__Amplifund_Clean.pdf

AmpliFund

ORDER FORM

This Order Form ("Order Form") is effective as of January 31, 2024 **(the "Effective Date")** by and between **StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("AmpliFund") and the customer listed below ("Customer")**. As used **herein, "Agreement" shall mean this Order Form** together with the attached Terms & Conditions. Any capitalized terms used but not defined in this Order Form will have the meaning set forth in the Terms & Conditions.

AmpliFund Grant Seeker provides a straightforward, purpose-built solution to conduct opportunity research, track deadlines, centralize information, and monitor budgetary grant progress across the lifecycle of a grant. Customers may have the ability to view or access functionality not included in their subscription tier. For more details on tier inclusions, please reference our feature matrix. AmpliFund reserves the right to audit usage and revise access levels as needed. Any delay in payment will impact the **timeline of Customer's software implementation.**

SERVICES	**FEES**	
AmpliFund Grant Seeker for Managing up to $10 Million in Annual Grant Revenue	Year 1 Subscription	$17,500.00
	Year 2 Subscription	$17,500.00
	Year 3 Subscription	$17,500.00
	Year 4 Subscription	$17,500.00
Implementation Package See Exhibit A for Statement of Work The one-time implementation fee includes up to a total of 110 hours. An additional $175 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and implementation package outlined in Exhibit A.	One-Time Implementation Fee (Which Includes SSO)	$18,000.00
	First Year Total:	$35,500.00
	Total Contract Cost:	$88,000.00

TERM

This Agreement commences on the Effective Date and continues for an initial term of one (1) year (the **"Initial Term")**, and shall thereafter automatically renew for up to four (4) additional, one (1) year terms, unless notice of non-renewal is serviced as provided in the Terms and Conditions.

CONTACT INFORMATION FOR NOTICES AND INVOICES

StreamLink Software Inc. dba AmpliFund 812 Huron Road East, Suite 550, Cleveland, Ohio 44115 Email: cbrown@amplifund.com Attn: Correen Brown	The City of Banning 99 E. Ramsey St. Banning, CA 92220 Email: lbogard@banningca.gov Attn: Lincoln Bogard

TAX INFORMATION

AmpliFund

Tax ID:

Is this purchase tax exempt? Yes No. If "Yes", please include your tax-exempt form for our records. If the tax-exempt form is not included AmpliFund will charge applicable sales tax.

This Agreement is executed by duly authorized representatives of the Parties and is effective as of the last signature date listed below (the "**Effective Date**").

STREAMLINK SOFTWARE INC.	**The City of Banning, CA**
dba AMPLIFUND	
By: _____	By: _____
Name: Scott M. Smith	Name: _____
Title: CEO	Title: _____
Date:	Date: _____

AmpliFund

TERMS AND CONDITIONS

StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**"), a software-as-a-service grant management platform ("**Platform**"), allows users to obtain and manage federal and other sources of grant funding (collectively, "**Grants**"). These Terms and Conditions, together with the Order Form (collectively, the "**Agreement**"), governs the relationship whereby AmpliFund will (i) grant Customer access to the Platform; and (ii) provide the support services set forth on **Exhibit A** attached hereto (with the Platform, the "**Services**"). To the extent that any conflict arises between these Terms and Conditions and an Order Form, these Terms and Conditions shall control unless specifically stated otherwise in the Order Form. AmpliFund and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." Accordingly, the Parties agree as follows:

1. Access and Use.

a. Platform Access. Subject to and conditioned on Customer's payment of Fees (defined below) and compliance with all other terms and conditions of this Agreement, AmpliFund hereby grants to Customer during the Term (defined below) a non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Users to access and use the Platform solely for Customer's internal management of Grants. "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder. Customer acknowledges and agrees that it is responsible for the use or misuse of the Services by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Customer of this Agreement.

b. Restrictions. Customer may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, rule or regulation.

c. Reservation of Rights. Except for the rights granted to Customer in Section 1(a) above and Customer's rights to Data (defined below), as between the Parties, AmpliFund retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto ("**Updates**") and Diagnostic Data (defined below). All rights that AmpliFund does not expressly grant to Customer in this Section 1 are reserved. Except for the limited access rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform.

d. Customer Data. As between the Parties, Customer owns all data, information and other materials submitted to the Platform, or otherwise made accessible to Amplifund, by Customer or Authorized Users (collectively, "**Customer Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to use and host the Customer Data to provide the Services. Customer

represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to the Customer Data to grant the license in this Section 1.d.; and (ii) no Customer Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

Amplifund is provided a limited license to access Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the Services. Amplifund shall: (a) keep and maintain Customer 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 Customer Data solely and exclusively for the purpose of providing the Services in accordance with this Agreement and applicable law; (c) allow access to Customer Data only to those employees and agents of Amplifund 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 Customer Data for Amplifund's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent.

e. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, AmpliFund may monitor Customer's use of the Services and collect and compile Diagnostic Data. "**Diagnostic Data**" means all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance. As between AmpliFund and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AmpliFund. Customer acknowledges that AmpliFund may compile Diagnostic Data based on Customer Data input into the Services, and use such Diagnostic Data to the extent and in the manner permitted under applicable law; provided that such Diagnostic Data does not identify Customer or Customer's Confidential Information.

Notwithstanding the foregoing, Amplifund may not utilize aggregated data derived from Customer Data unless it has been made "anonymous" using technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3.

2. Professional Services. AmpliFund will provide the support services set forth on **Exhibit A**. Pursuant to the terms of this Agreement, and from time to time during the term of this Agreement, AmpliFund may provide Customer with additional professional services as specified in Statement(s) of Work ("**SOW**") to this Agreement. Each SOW is incorporated into this Agreement by reference and will include a description of the services to be provided by AmpliFund, a proposed timeline or term, and the fees payable to AmpliFund for the services. To the extent that any conflict arises between this Agreement and a SOW, this Agreement shall control. The parties acknowledge and agree that until a SOW is executed by the parties, AmpliFund is not required to provide any additional professional services hereunder by virtue of this Agreement alone. Customer agrees to provide good-faith cooperation to enable AmpliFund to perform the services described in the SOW in a timely and efficient manner, including providing access to necessary personnel, making decisions, giving approvals, and communicating information in a timely manner, and, where services are to be performed at a Customer location, providing security access, office accommodations and supplies, and access to necessary facilities, equipment, and telecommunications resources.

Before Amplifund may physically provide any services on Customer's premises, Amplifund shall agree in writing to defend, indemnify and hold Customer harmless with respect to any and all claims and liabilities for bodily injury, death, and property damage arising out of such services. Furthermore, Amplifund shall provide commercial general and auto liability insurance, and workers compensation, satisfactory to City's risk manager as to form and limits of coverage, for the protection of Amplifund and the City.

3. AmpliFund's Obligations. AmpliFund will use commercially reasonable efforts to make the Platform available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). AmpliFund will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data, including by use of a commercially reasonable hosting provider. As of the Effective Date, AmpliFund's hosting provider is Microsoft Azure. Amplifund shall provide City with prior, written notice should it intend to no longer utilize Microsoft Azure as the hosting provider. Any and all cloud storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. The Services (including all data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein. Verified cloud storage services provided by Amazon Web Services or Microsoft Azure, shall be deemed to comply with this section.

Without limiting Amplifund's obligation of confidentiality as further described herein, Amplifund shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantially 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 Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Amplifund comply with all of the foregoing. In no case shall the safeguards of Amplifund's data privacy and information security program used to protect Customer Data be less stringent than the safeguards used by Amplifund for its own data.

4. Payment Terms.

a. Fees. Customer will pay AmpliFund the fees as detailed on the Order Form or SOW, as applicable (the "**Fees**"). Year 1 Subscription Fees and Implementation Fees are due upon execution of the Agreement prior to the commencement of the use of the Platform or support services, as applicable. Subscription Fees following Year 1 are paid annually in advance. All Fees are non-cancellable and non-refundable unless Customer terminates due to a material breach by Amplifund under Section 6.b of this Agreement, or otherwise as provided herein.

b. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its receipt of the Services (except for any Taxes assessable against AmpliFund based on its net income). If Customer is exempt from state and local government taxes, then Customer represents and warrants it has provided evidence of such exemption to AmpliFund prior to the Effective Date.

5. Confidential Information.

a. Definition. As used herein, "**Confidential Information**" means all confidential information

disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, the Confidential Information of AmpliFund includes the AmpliFund technology underlying the Platform and any related non-public specifications, documentation or technical information that AmpliFund makes available to Customer. For avoidance of doubt, all Customer Data is Confidential Information. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

b. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither Party will disclose the terms of this Agreement to any third party (except for its affiliates and their legal counsel and accountants) without the other Party's prior written consent.

c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, including the California Public Records Act, subpoena, or court order, provided the Receiving Party gives the Disclosing Party reasonable, prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

a. Term. This Agreement commences on the Effective Date and continues for the initial one (1) year Term set forth on the Order Form. Thereafter, this Agreement shall automatically renew for up to four (4), successive, one (1) year terms (each a "renewal term") unless, at least sixty (60) days prior to the end of the initial Term of any renewal term, either party provides the other with a notice of non-renewal whereupon this Agreement shall expire as of the last day of the current year's term.

b. Termination. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the 30-day notice period (except for a breach of payment obligations, in which case the cure period shall be 5 days). Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. AmpliFund may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 1.b.

Non-Appropriation. Amplifund understands and agrees that, as a California public agency,

Customer is subject to the California Debt Limitation rule which prohibits public agencies from incurring debt beyond its current fiscal year. Therefore, during any fiscal year of Customer following the first year of the initial term hereof, Customer may terminate this Agreement without penalty in the event its governing body fails to appropriate sufficient funding to pay all amounts otherwise due hereunder for the following fiscal year. In the event of such non-appropriation, Customer shall provide Amplifund not less than thirty (30) days' prior, written notice of termination and shall pay any amounts then due and owing for the period prior to the date of termination.

c. Effect of Termination. Upon expiration or termination of this Agreement, the licenses and/or access rights, as applicable, granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. Sections 1, 4, 5, 6.c, 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement. In the event of a termination for material breach by AmpliFund under Section 6.b of this Agreement, the Customer shall be entitled to a pro-rata refund of prepaid Fees to date and be relieved from any further obligation for payment under this Agreement.

7. Representations and Warranties.

a. Warranties. Each Party represents and warrants to the other that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, AMPLIFUND (I) MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND (II) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. AMPLIFUND MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.

8. Limitations on Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 9 BELOW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE TO AMPLIFUND DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; AND (B) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

9. Indemnification. If a claim by a third party (a "**Third Party Claim**") is asserted against Customer alleging that the Platform or Amplifund's provision of the Services infringes such third party's intellectual property rights ("**Infringement Claim**"), then AmpliFund will indemnify and defend

Customer from the Infringement Claim and hold Customer harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim, provided that Customer promptly notifies AmpliFund in writing of the claim, cooperates with AmpliFund, and allows AmpliFund sole authority to control the defense and settlement of such claim. In the event of an Infringement Claim, AmpliFund, at its sole option and expense, may: (i) procure for Customer the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Customer a pro-rata portion of the Fees. Notwithstanding the forgoing sentences of this Section 9, AmpliFund will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) Customer's or any Authorized User's breach of this Agreement; (b) any modification, alteration or addition made to the Platform by Customer or any Authorized Users, including any combination of the Platform with software not provided by AmpliFund; (c) Customer's or any Authorized User's failure to use any Updates AmpliFund makes available; (d) any settlements entered into or costs incurred by Customer for the Infringement Claim that AmpliFund has not pre-approved in writing or (e) use of the Platform for Customer Data in violation of this Agreement.

Cyber Liability. Amplifund shall indemnify, defend, and hold harmless Customer for any and all claims and liabilities, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with any negligent act, error or omission, or misconduct by Amplifund or any agent thereof, that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of, Customer Data, up to the limits of Amplifund's Cyber Liability policy required herein.

Cyber Liability Insurance. Unless otherwise approved in writing by Customer's risk manager, Amplifund shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, cyber liability insurance ($2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Customer Data; (ii) data breach including theft, destruction, and/or unauthorized use of Customer Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of Customer Data.

10. Miscellaneous. Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AmpliFund, entitling AmpliFund to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, or subcontract any obligation herein, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement, or subcontract, other than as permitted above will be void.

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State of California, without reference to its conflict of laws principles. Venue for any legal action arising out of this Agreement, shall be the Superior Court of the County of Riverside, California.

This Agreement, including all Exhibits and SOWs referenced herein or attached hereto, is the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. For the avoidance of doubt, the terms of this Agreement will govern all Customer orders submitted to

pursuant to a SOW, and no additional or inconsistent terms or conditions in any a Customer purchase order will have any legal effect. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

11. Notice. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the

appropriate Party and with the appropriate postage affixed; or (ii) sent via electronic mail, in either case addressed to the address set forth on the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day electronic mail is sent to the recipient.

12. Force Majeure. Neither party will be liable or responsible to the other, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the non-performing party's reasonable control including, without limitation, acts of God, pandemic, natural disaster, denial of services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). Lack of funding not due to a Force Majeure Event shall not be deemed to be a Force Majeure Event. Any party asserting Force Majeure shall provide prompt notice thereof to the other. Should there be any Force Majeure Event lasting thirty (30) or more days that prevents full performance of the Services by Amplifund, then Customer may terminate and Amplifund shall provide a prorata refund of fees paid, notwithstanding any other provision of this Agreement.

13. Records; Audit. AmpliFund shall maintain adequate records of the fees and expenses charged to Customer with respect to the Services for at least two years after completion of such Services. AmpliFund shall make such records available to Customer during normal business hours upon reasonable advance written notice (no less than 10 business days). AmpliFund shall cooperate in any audit of such records that Customer may undertake; provided, however, that any such audit shall be at Customer's sole expense. If, as a result of such audit, it is determined that AmpliFund has overcharged Customer, Customer shall notify AmpliFund of the amount of such overcharge, and AmpliFund shall credit to Customer the amount of such overcharge. No such audit may occur more than once in any twelve-month period unless Customer needs to do so for purposes of defending itself with respect to litigation or threatened litigation.

END OF DOCUMENT

AmpliFund

Exhibit A

Delivery – Statement of Work

City of Banning, CA ("Customer")

Per discussions during product demonstrations and contract negotiations, AmpliFund's current understanding of the project scope is documented below. The scope and timeline will be further refined during the implementation process, as necessary. In the event the Parties agree that the Activities, Deliverables, or Services of this Project Statement of Work should be modified or added to, the Parties shall prepare a written amendment to the Project Statement of Work for execution by the Parties. See Change Order Request section for details.

Project Scope

Delivery Services

The **delivery package fee** includes implementation for the customer project team, internal users, and recipients. The AmpliFund Delivery Team will commit no more than **110** total hours to delivery. Hours will be utilized to complete project plan as outlined within 90 days of Project Kick-Off Meeting.

The Delivery Team will track hours utilized and will provide the customer with current status upon request. AmpliFund's delivery approach enables the customer to successfully perform all grant management activities long-term.

The delivery design allows the customer to use the system to its fullest extent to manage grant processes. Delivery services include:

- **Project Management**
  - AmpliFund will adhere to standard Project Management methodologies.
  - Delivery of a customized training plan which will provide end users the ability to create and manage their active grant portfolio within AmpliFund.
- **Requirements Gathering**
  - Requirements gathering which allows the project teams to discuss and define the efforts required to support expected outcomes.
  - In-depth assessment of current systems, existing grant management processes, reporting requirements, as well as agency needs regarding the development and implementation of new workflows/processes in addition to established workflows
- **Training and Configuration**
  - Deliver training sessions and provide import templates and documentation necessary to manage the grant portfolio.
- **Rollout and Post-Implementation Support**
  - Assistance to ensure a smooth transition into managing the system following training and configuration.

Further ongoing support is detailed in the Support Services Exhibit.

Technical Services

In addition to the AmpliFund Solution, AmpliFund will provide:

- Hosting in AmpliFund's Microsoft Azure Commercial cloud

- Data Migration Support - AmpliFund can provide data migration templates to the Agency, and any third-party of the Agency's choosing, to migrate any existing and/or historical grant data into AmpliFund for an additional fee.

Data & System Connectivity

- **Single Sign On**
  AmpliFund supports SAML, OAUTH, and WS-Federation services to integrate with external authentication providers and will integrate with the customer's Active Directory implementation out-of-the-box. User roles and sign-on details are managed by the Customer, including password requirements and security.

- **Grant Seeker Expense Automated Integration**
  AmpliFund will configure an interface to run on a pre-defined schedule, to occur no more frequently than once a week, that will integrate expense transactions from customer's financial system of record in to AmpliFund. The connector will be configured using a third-party iPaaS tool, Workato, following the conclusion of the discovery & configuration phases of our standard implementation plan.

  The integration will be configured in accordance with the configuration and mapping rules defined during implementation, leveraging the customer's identifiers and chart of account elements as the key elements for mapping each relevant expense transaction. Additional details will be captured as part of the requirements gathering phase for this project, including connectivity details, filters and parameters, and additional mapping requirements as needed.

The following assumptions have been made:

1. The integration will be limited to AmpliFund Standard Data Elements associated with Expense records.
2. The customer has a consistent and standard method for providing AmpliFund access to the desired expense transactions to integrate.
3. Customer will make available via either (i) API endpoint(s) or (ii) a regularly delivered and consistently formatted flat file (in .csv or comparable format) the transactions and associated data required for mapping via the interface.
4. The current structure of the customer's chart of accounts include segments (fields) that will allow the system to identify the grant in which to associate a given transaction.
5. The current structure of customer's chart of accounts include segment(s) that can be used to identify the specific Budget Line Item to post a transaction to.
6. The current structure of customer's chart of accounts include segment(s) that can be used to identify whether a transaction is Grant-Funded, Cash-Match, or In-Kind Match.
7. If indirect is captured in the financial system, the current structure of customer's chart of accounts include segment(s) that can be used to identify those indirect costs.
8. Customer will make available resources that can provide the necessary information to support the discovery and configuration phase of the implementation plan, for example;
    a. ERP Analyst or comparable role with a strong understanding of the current chart of accounts
    b. Ability to produce sample data sets, exports, etc. for evaluation
    c. Knowledge of financial system capabilities related to the API or export tools required to support the integration (interoperability functionality)

AmpliFund

Change Order Requests

In the event the Parties agree that the Activities, Deliverables, or Services of the Project Statement of Work should be modified, or that additional Activities, Deliverables, or Services should be conducted, a written amendment to the Project Statement of Work will be developed for review and execution by the Parties prior to initiation of additional work. At the request of the customer, additional services hours may be purchased at a rate of $175 per hour.

Assumptions

Project Assumptions, Exclusions, and Constraints

- The AmpliFund Delivery Team will provide web-based, virtual training sessions for users to join. The trainings can be recorded and made available for future reference. All work will be performed remotely by the AmpliFund Delivery Team. On-site training and configuration services can be procured at additional fees.
- There will be agreements between different departments to collaborate including providing staff and information per the work plan. The cross-department collaboration will occur in order to standardize a consistent set of business processes within AmpliFund.
- AmpliFund will be responsible for calculating hours and report back to customer as requested.
- Delivery hours included in this Statement of Work expire 12 months from the contract execution date. Upon time of expiration, if hours have not been fully utilized, they will be forfeited by the client unless a change request is mutually agreed upon to extend the Statement of Work period.

  .

EXHIBIT B

Support

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement.

1. Support. AmpliFund will provide technical support and customer service ("Support") to Customer on an ongoing basis during the Term of the Agreement.

    (i) Through AmpliFund's online support portal, Customer will have access to the most up-to-date support documentation, user guides, videos, release notes, and import templates, as well as regularly scheduled, live virtual training sessions on core functionality.

    (ii) Customer may request additional Support by contacting AmpliFund at **216-377-5500,** via email at **support@amplifund.zendesk.com** or through the online chat functionality available on the Platform. Telephonic and online chat support are available during normal business hours, defined as 8:00am – 8:00pm ET, Monday through Friday, except for national holidays in the United States. Customers may submit support tickets, feature requests and bug reports through the Platform at any time.

2. Issues. "**Issues**" impact the availability of the Platform, except for scheduled downtime, as determined by AmpliFund in its reasonable discretion. AmpliFund distinguishes among four severity of Issues as follows:

    (i) **Critical Severity**: Issues that prevent one or more users from accessing the application or defects that allow unauthorized access to customer data.

    (ii) **High Severity**: Issues that prevent one or more users from completing a core business process within the application.

    (iii) **Medium Severity**: Issues that cause difficulty completing a task within the application.

    (iv) **Low Severity**: Issues that do not prevent user action or cause any difficulty but may be perceived as detracting from the quality of the product.

3. Target Resolution Times. AmpliFund will use commercially reasonable efforts to meet the following target time frames for resolution of Issues from the time AmpliFund receives a Support request:

Severity	Target Resolution Time
Critical	4 hours or better
High	48 hours or better

Medium	10 business days or better

4. Scheduled Maintenance Downtime. AmpliFund may perform schedule maintenance Monday through Friday, between the hours of 10 PM – 11PM ET. In the event maintenance is required outside these established windows, AmpliFund will make reasonable efforts to notify customers in advance.

5. Resolution. If AmpliFund has not resolved an Issue within the Target Resolution Time frame, then, upon Customer's written request, the parties will discuss a resolution plan.

6. Uptime. AmpliFund guarantees a 99.9% up time of the Platform for each calendar month of the term of this Agreement, exclusive of scheduled maintenance periods or periods of Force Majeure ("Guaranteed Uptime"), where 100% equals the total available uptime. Status of the Platform may be accessed at https://status.amplifund.com/. Failure of Amplifund to maintain the Guaranteed Uptime for any two consecutive month period shall constitute a breach of this Agreement whereupon Customer may terminate without prior notice and receive a pro-rata refund of fees paid.

RESOLUTION 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN ORDER FORM AND TERMS AND CONDITIONS WITH STREAMLINK SOFTWARE, INC., DBA AMPLIFUND, FOR A SOFTWARE-AS-A-SERVICE GRANT MANAGEMENT PLATFORM

WHEREAS, the City of Banning has several grants in process and continues to seek new grant opportunities: and,

WHEREAS, it is necessary to manage the grants received to include time sensitive grant compliance, financial reporting, reimbursement submittals, and interdepartmental workflows; and

WHEREAS, the City needs to move to a proactive grant management system with a solution that provides a comprehensive grant management lifecycle.

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 Order Form and Terms and Conditions with Streamlink Software, Inc., dba AmpliFund, for 4-year term and a not-to-exceed contract amount of $88,000 for a software-as-a-service grant management platform and authorizes the City Manager to sign the Order Form and all other necessary agreement documents on behalf of the City Council.

SECTION 2. The City Council authorizes the City Manager, or his 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 9th day of January 2024.

Alberto Sanchez, 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 2024-10, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Software as a Service for Grant Management Software with Streamlink Software, Inc., dba AmpliFund

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Doug Schulze, City Manager**

MEETING DATE: **January 9, 2024**

SUBJECT: **Consideration of Resolution 2024-11, Authorizing the City Manager to Enter into Lease Agreements with Haskell Real Estate for Homeless Transitional Housing**

RECOMMENDATION:

A motion to approve Resolution 2024-11, authorizing the City Manager to enter into three (3) lease agreements with Haskell Real Estate for homeless transitional housing.

BACKGROUND:

The Encampment Reduction Funding Grant received by the City includes funding for housing assistance to homeless individuals. One of the biggest obstacles to housing homeless individuals in Banning is the lack of low cost rental property. In an effort to move unhoused individuals from Opportunity Village into housing, the City must have housing available. Haskell Real Estate has three rental properties available and they are willing to lease the property to the City of Banning.

The rental properties will serve as transitional housing, which is intended to providing housing to individuals who have income but income is not sufficient to pay deposits and fully cover monthly rent. Over time, these individuals will establish work history and move into independent housing. The lease agreements between the City of Banning and Haskell are important because as tenants move in and out of the program new lease agreements will not be required for new tenants because the City is the lessee. However, the City will have less agreements with each individual tenant placed into rental housing.

The properties to be leased are:

- 146 N 4th Street
- 94 C N 22nd Street
- 90 N 22nd Street

JUSTIFICATION:

Transitional housing is a missing piece of the City's homeless services and funding is available through awarded grant funds. The City is required to obligate the Encampment Reduction Fund grant monies by June 30, 2024.

FISCAL IMPACT:

Rent costs will be approximately $45,000 annually and will be fully funded through grant proceeds.

ALTERNATIVES:

1. Authorize City Manager to enter into lease agreements;
2. Do not authorize City Manager to enter into lease agreements.

ATTACHMENTS:

1. Lease Agreement_94 C N 22nd St.pdf
2. Lease Agreement_4th St.pdf
3. Lease Agreement_90 N 22nd St.pdf
4. Resolution_2024-11__Lease_Agreements.pdf

CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 6/23)

Date 12/19/2023, City of Banning ("Tenant")
and Wendy Craven Rental Property Owner, Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. **PROPERTY:**
   A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 94 C N 22nd St, Banning, CA 92220 ("Premises").
   B. The Premises are for the sole use as a personal residence by the following named person(s) only: Tenant(s) placed by the City of Banning.
   Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐ _____) **days** without Housing Provider's written consent.
   C. The following personal property, maintained pursuant to **paragraph 11**, is included: window coverings, stove _____ or ☐ (if checked) the personal property on the attached addendum is included.
   D. The Premises may be subject to a local rent control ordinance _____.
2. **TERM:** The term begins on (date) 01/01/2024 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.
   (Check A or B):
   ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
   ☒ B. **Lease:** This Agreement shall terminate on (date) 12/31/2025 at 12 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.
   A. Tenant agrees to pay $1,350.00 per month for the term of the Agreement.
   B. Rent is payable in advance on the **1st (or** ☐ _____ **) day** of each calendar month, and is delinquent on the next day.
   C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
   D. **PAYMENT:**
      (1) Rent shall be paid by ☒ personal check, ☒ money order, ☒ cashier's check, made payable to Haskell Real Estate Inc., ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
      (2) Rent shall be delivered to (name) Haskell Real Estate Inc. (whose phone number is) (951)849-4521 at (address) 55 N 8th St Banning, CA 92220 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 9am and 5pm on the following days M-F or 24/7 through door slot).
      (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☒ money order, or ☒ cashier's check.
   E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.
4. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay $1,350.00 as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

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C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 01/01/2024 to 12/31/2025 (date)	$32,400.00		$32,400.00	02/01/2024	Haskell Real Estate Inc.
*Security Deposit	$1,350.00		$1,350.00	02/01/2024	Haskell Real Estate Inc.
Other					
Other					
Total	$33,750.00		$33,750.00	02/01/2024	Haskell Real Estate Inc.

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. **LATE CHARGE; RETURNED CHECKS:**
A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** ☐ _____ **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $**35 plus 5%** or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**
☒ A. Parking is permitted as follows: ***Street/ one spot in back of lot, if available***.
The right to parking ☐ is ☒ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.
OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**
☒ A. Storage is permitted as follows: ***Inside***
The right to separate storage space ☐ is, ☒ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.
OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: ***all*** except ***water/ trash***, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
☐ B. **Gas Meter:** The Premises does not have a separate gas meter.
☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
☐ A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or** ☐ ____**) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or** ☐ _____**) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☒ **D.** Other: ***Tenant shall provide a list of items in non-operable or damaged condition within 14 days of move in.***

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☐ Housing Provider ☒ Tenant shall water the garden, landscaping, trees and shrubs, except: _____.

C. ☒ Housing Provider ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____.

D. ☐ Housing Provider ☒ Tenant shall maintain ***Area around unit***.

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: ***All items listed in paragraph C***.

H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animal Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☒ Smoking of the following substances only is allowed: ***outdoors***.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ 2 key(s) to Premises,	☐ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☒ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or** ☐ _____ **) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

B. ☐ Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.

C. ☐ Tenant shall obtain liability insurance, in an amount not less than $_____, naming Housing Provider and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Wendy Craven*
c/o Haskell Real Estate Inc. 55 N 8th St
Banning, CA 92220

Tenant: *City of Banning*
94 C N 22nd St
Banning, CA 92220

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with **paragraphs B** and **C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. DISCLOSURES:

A. ☒ **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.

B. PERIODIC PEST CONTROL: ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.

C. BED BUGS: Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

E. ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

F. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

G. ☐ **OTHER MATERIAL FACTS:** _____

_____

_____

H. ADDITIONAL DISCLOSURES: RPO shall make additional disclosures regarding the following matters on the attached Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. **AGENCY:**
A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm *Haskell Real Estate Inc.* License Number *00523943*
Is the broker of (check one): [X] the Housing Provider; or [ ] both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent *Cierra Ornelas* License Number *02126283*
Is (check one): [X] the Housing Provider's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): [ ] the Tenant; or [ ] both the Tenant and Housing Provider. (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): [ ] the Tenant's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Housing Provider's Agent (Dual Agent).
B. **DISCLOSURE:** [ ] (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.
C. **TERMINATION OF AGENCY RELATIONSHIP:**
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): [ ] Tenant occupancy, [ ] Delivering to Tenant keys or other means of entering the Premises, [ ] Tenant walkthrough, [ ] Completion of Move In Inspection (C.A.R. Form MII).

42. [ ] **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. **NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. **RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

46. **OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:
[ ] Keysafe/Lockbox Addendum (C.A.R. Form KLA); [X] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); [X] Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); [ ] Housing Provider in Default Addendum (C.A.R. Form HPID); [ ] Parking and Storage Disclosure (C.A.R. Form PSD); [X] Bed Bug Disclosure (C.A.R. Form BBD); [X] Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); [X] Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)
[ ] Other Documents/Addenda: _____
[ ] Other Terms: _____

47. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California, and **(ii)** shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. [ ] **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____. Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
[ ] Housing Provider's Brokerage Firm in Real Estate Brokerage section [ ] Tenant's Brokerage Firm in Real Estate Brokers section
[X] Property Management firm immediately below
Real Estate Broker (Property Manager) *Haskell Real Estate Inc.* DRE Lic # *00523943*
(Agent) *Cierra Ornelas* DRE Lic # *02126283*
Address *55 N 8th St Banning, CA 92220* Telephone # *(951)849-4521*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: _____, _____.

(4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____.

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: ***City of Banning***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address ***94C N 22nd St*** City ***Banning*** State ***CA*** Zip ***92220***

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual capacity. See **paragraph 47** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: _____, _____.

(4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____.

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: ***Wendy Craven***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address ***55 N 8th St*** City ***Banning*** State ***CA*** Zip ***92220***

Telephone ***(951)849-4521*** Text _____ E-mail ***cierraornelas@haskellre.com***

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

Housing Provider's Brokerage Firm *Haskell Real Estate Inc.* DRE Lic. # *00523943*
By (Agent) *Cierra Ornelas* DRE Lic. # *02126283* Date _____
Address *55 N 8th St* City *Banning* State *CA* Zip *92220*
Telephone *(951)849-4521* Text _____ E-mail *cierraornelas@haskellre.com*

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CALIFORNIA ASSOCIATION OF REALTORS®

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/01/2024***, on property known as ***94 C N 22nd St, Banning, CA 92220*** in which ***City of Banning*** is referred to as "Tenant" and ***Wendy Craven*** is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Banning

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Wendy Craven

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***01/01/2024***, on property known as ***94 C N 22nd St, Banning, CA 92220***, in which ***City of Banning*** is referred to as ("Tenant") and ***Wendy Craven*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Banning

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Wendy Craven

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated ***01/01/2024*** on property known as ***94 C N 22nd St, Banning, CA 92220*** in which ***City of Banning*** is referred to as "Tenant" and ***Wendy Craven*** is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

[X] **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. **Just Cause Notices:**
A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. **Tenant Payments Pursuant to "No-Fault" Eviction: (1)** If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (signature) _____ ***City of Banning*** Date _____

Tenant (signature) _____ Date _____

Housing Provider (signature) _____ ***Wendy Craven*** Date _____

Housing Provider (signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Banning*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Wendy Craven*** Date _____

Seller/Housing Provider _____ Date _____

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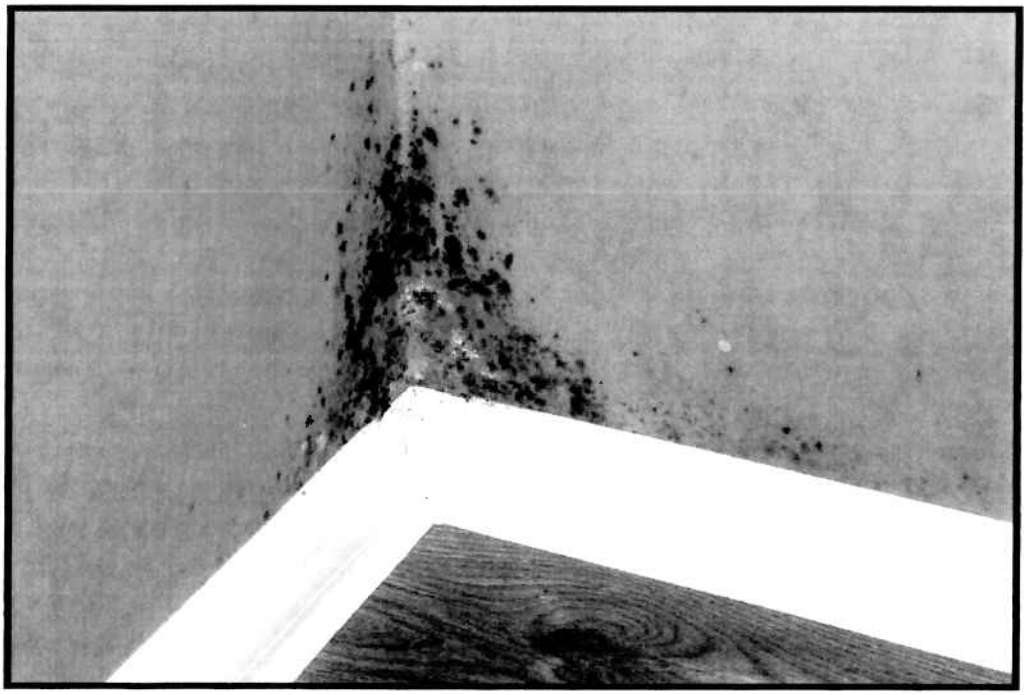
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EQUAL HOUSING OPPORTUNITY

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over–without fixing the source of the dampness–the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

CDPH

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. 1

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other _____,
dated January 1, 2024, on property known as 94 C N 22nd St Banning, CA 92220 ("Property/Premises"),
in which City of Banning is referred to as ("Buyer/Tenant")
and Wendy Craven is referred to as ("Seller/Landlord").
Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

The City of Banning shall bear the responsibility of removing their placed tenants subject to the agreement in place between the City of Banning and placed tenants.

The City of Banning shall be bear financial responsibility for repair of any damage that may occur to the unit during the lease term.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____

City of Banning

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Wendy Craven

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

HASKELL REAL ESTATE

ADDENDUM TO RENTAL AGREEMENT DATED: 01-01-2024 ADDRESS: 94 C N 22nd St Banning, CA 92220

1. **TIMELY PAYMENTS**: Rent is due the 1st day of each month. A THREE-DAY NOTICE TO PAY RENT OR QUIT may be served whenever rent is not paid by the 5th of each month regardless of the day of the week on which the 5th falls. By initialing this paragraph, Tenant agrees to pay additional rent the sum of $35.00 to the Property Manager and 5% of unpaid rent to the Owner for the month the notice is served.
2. **PRIORITY OF PAYMENTS**: All Tenant payments, regardless of any notation to the contrary, shall be credited first to 3 Day Notice and legal fees, then late charges, then all other charges including utilities, then lastly to rent beginning with the oldest rent due being credited first.
3. **PARTIAL PAYMENTS**: As and for additional rent, Tenant agrees to pay an additional payment of $25.00 per extra payment in any month in which tenant pays said month's rent in more than one payment to offset bookkeeping costs. This is in addition to any late charges under paragraph one that may be due pursuant to the terms of the agreement.
4. **WRITTEN 30 DAY NOTICE**: Under the terms of this agreement, Tenant has agreed to provide Landlord a 30-Day Advance Notice of intent to vacate the premises and cancel this agreement. Tenant may be held liable for rent for said 30 days. Daily rent will be charged at the rate of $ 44.30 for each day. Oral notices are not allowed, notices must be in writing and become effective on date delivered to Property Manager.
5. **MINIMUM TENANCY**: Under the terms of this agreement, Tenant has the right to vacate premises and cancel this agreement subject only to 30 Day Notice requirements. HOWEVER, a tenancy of less than 6 months will create an automatic forfeiture of the entire Security Deposit. Tenant agrees and understands that owner incurs costs of at least the amount of the security deposit as a result of said early termination.
6. **WINDOWS, SCREENS, WINDOW COVERINGS, BATTERIES, AIR FILTERS, LIGHT BULBS, AND DOORS**: Tenant shall be responsible for the cost of replacing broken windows, torn, bent or missing screens, window coverings, air filters, light bulbs , alarm batteries, remote control batteries, damaged doors, door jambs, locks, or screens in all circumstances regardless of cause.
7. **AUTO, JUNK, YARD CARE**: Tenant agrees to keep premises free of accumulated junk and non-operative automobiles. Tenant agrees to water and maintain the yard areas of single family residences covered by this agreement. If yard not maintained, tenant will pay actual costs for owner to cure default after notice.
8. **GARBAGE DISPOSAL AND CLOGED DRAINS**: After 30 Days of Occupancy, Tenant shall be responsible for cost to unclog all drains in property including garbage disposal, is any, caused by misuse by tenant.
9. **PEST CONTROL**: After 30 days of occupancy, Tenant shall be responsible for the treatment of any insect infestation, including but not limited to roaches, ants, and bed bugs.
10. **FENCING**: Landlord is not responsible and shall not become responsible for maintaining fenced capable of keeping animals or people from getting into or out of the property. Tenant must obtain permission from Landlord prior to alteration of existing, or installation of additional fencing.
11. **UTILITIES**: If utilities are currently on they will be turned off by Landlord on 1-05-2024. It is Tenant's responsibility to have the following utilities all except water + trash turned on in Tenant's name prior to that date. Landlord has no responsibility if tenant fails to put utilities in their name prior to this turnoff date.
12. **RENT PRO-RATION: SECOND MONTH'S RENT IS A PRO-RATION OF $** N/A **, DUE ON THE FIRST OF** N/A **CONTRACT RENT IS** $1350.00 **DUE ON THE FIRST OF EACH MONTH THEREAFTER.**
13. **OTHER:** _____

The undersigned Tenant acknowledges having read the foregoing prior to execution and receipt of a copy thereof.

Date: _____ **Tenant:** _____

Landlord: _____ **Tenant:** _____

By Haskell Real Estate Inc.

HASKELL
REAL ESTATE

WE WILL USE YOUR SECURITY DEPOSIT TO CLEAN OR REPAIR THE FOLLWING IF NECESSARY:

1. CARPETS AND FLOORS
2. WINDOWS AND WINDOW SILLS
3. SCREENS
4. WINDOW COVERINGS
5. BASEBOARDS AND WALLS
6. STOVE/ OVEN/ MICROWAVE
7. REFRIGERATOR
8. LIGHT FIXTURES/ CEILING FANS
9. CABINETS, INSIDE AND OUT, DRAWERS
10. TOILET, SINKS, TUBS, FAUCETS, HANDLES
11. DOORS, DOOR FRAMES, HANDLES
12. SWITCHPLATE COVERS
13. MIRRORS
14. COUNTERTOPS, LEDGES
15. YARD AND TRASH

TENANT DATE

TENANT DATE

LAWFUL USE OF THE TENANT'S SECURITY DEPOSIT (SEE PAGE 64)

Civil Code Sections 1950.5(b)(1)-(4) (as of January 1, 2006)

(b) As used in this section, security means any payment, fee, deposit, or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

(1) The compensation of a landlord for a tenant s default in the payment of rent.

(2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.

(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant s right to occupy begins after January 1, 2003.

(4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.







Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:



  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[1]

[1] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD.**

> Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 6/23)

Date *12/19/2023*, *City of Banning* ("Tenant")
and *Dr. Ahsan Qazi* Rental Property Owner, Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. **PROPERTY:**
   A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: *146 N 4th St, Banning, CA 92220* ("Premises").
   B. The Premises are for the sole use as a personal residence by the following named person(s) only: *Tenant only*.
   Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐ _____) **days** without Housing Provider's written consent.
   C. The following personal property, maintained pursuant to **paragraph 11**, is included: *window coverings, stove* or ☐ (if checked) the personal property on the attached addendum is included.
   D. The Premises may be subject to a local rent control ordinance _____.
2. **TERM:** The term begins on (date) *02/01/2024* ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.
   (Check A or B):
   ☐ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
   ☒ **B. Lease:** This Agreement shall terminate on (date) *01/31/2026* at *12* ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.
   A. Tenant agrees to pay $*1,350.00* per month for the term of the Agreement.
   B. Rent is payable in advance on the **1st (or** ☐ _____ **) day** of each calendar month, and is delinquent on the next day.
   C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
   D. PAYMENT:
   (1) Rent shall be paid by ☒ personal check, ☒ money order, ☒ cashier's check, made payable to *Haskell Real Estate Inc.*, ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
   (2) Rent shall be delivered to (name) *Haskell Real Estate Inc.* (whose phone number is) *(951)849-4521* at (address) *55 N 8th St Banning, CA 92220* (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of *9am* and *5pm* on the following days *M-F or 24/7 through door slot*).
   (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☒ money order, or ☒ cashier's check.
   E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.
4. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay $*1,350.00* as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

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C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from *02/01/2024* to *01/31/2026* (date)	*$32,400.00*		*$32,400.00*	*02/01/2024*	*Haskell Real Estate Inc.*
*Security Deposit	*$1,350.00*		*$1,350.00*	*02/01/2024*	*Haskell Real Estate Inc.*
Other					
Other					
Total	*$33,750.00*		*$33,750.00*	*02/01/2024*	*Haskell Real Estate Inc.*

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** ☐ _____ **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $*35 plus 5%* or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

☒ **A.** Parking is permitted as follows: *Alley*

The right to parking ☐ is ☒ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

☒ **A.** Storage is permitted as follows: *Inside*

The right to separate storage space ☐ is, ☒ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: *all* except *water*, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or** ☐ ____**) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or** ☐ _____**) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☒ **D.** Other: ***Tenant shall provide Haskell's with a list of items in non-operable condition within 14 days of move in.*** .

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☒ Housing Provider ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: _____.

C. ☒ Housing Provider ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____.

D. ☐ Housing Provider ☒ Tenant shall maintain ***Area around unit/ porch*** .

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: ***All items listed in paragraph C*** .

H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animal Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____ .

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ *2* key(s) to Premises,	☐ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____ ,
☐ _____ key(s) to common area(s),	☐ _____ ,

B. Tenant acknowledges that locks to the Premises ☒ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or** ☐ _____ **) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

B. ☐ Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.

C. ☐ Tenant shall obtain liability insurance, in an amount not less than $_____, naming Housing Provider and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Dr. Ahsan Qazi*
c/o Haskell Real Estate Inc. 55 N 8th St
Banning, CA 92220

Tenant: *City of Banning*
146 N 4th St
Banning, CA 92220

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with **paragraphs B** and **C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. DISCLOSURES:

A. ☒ **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.

B. PERIODIC PEST CONTROL: ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.

C. BED BUGS: Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

E. ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

F. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

G. ☐ **OTHER MATERIAL FACTS:** _____

_____

H. ADDITIONAL DISCLOSURES: RPO shall make additional disclosures regarding the following matters on the attached Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm *Haskell Real Estate Inc.* License Number *00523943*
Is the broker of (check one): [X] the Housing Provider; or [ ] both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent *Cierra Ornelas* License Number *02126283*
Is (check one): [X] the Housing Provider's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): [ ] the Tenant; or [ ] both the Tenant and Housing Provider. (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): [ ] the Tenant's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: [ ] (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): [ ] Tenant occupancy, [ ] Delivering to Tenant keys or other means of entering the Premises, [ ] Tenant walkthrough, [ ] Completion of Move In Inspection (C.A.R. Form MII).

42. [ ] **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement:
[ ] Keysafe/Lockbox Addendum (C.A.R. Form KLA); [X] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); [X] Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); [ ] Housing Provider in Default Addendum (C.A.R. Form HPID); [ ] Parking and Storage Disclosure (C.A.R. Form PSD); [X] Bed Bug Disclosure (C.A.R. Form BBD); [X] Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); [X] Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)
[ ] Other Documents/Addenda: _____
[ ] Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California, and **(ii)** shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. [ ] **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____. Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
[ ] Housing Provider's Brokerage Firm in Real Estate Brokerage section [ ] Tenant's Brokerage Firm in Real Estate Brokers section
[X] Property Management firm immediately below
Real Estate Broker (Property Manager) *Haskell Real Estate Inc.* DRE Lic # *00523943*
(Agent) *Cierra Ornelas* DRE Lic # *02126283*
Address *55 N 8th St Banning, CA 92220* Telephone # *(951)849-4521*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: _____, _____.

(4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____.

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: ***City of Banning***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address ***146 N 4th St*** City ***Banning*** State ***CA*** Zip ***92220***

Telephone ***(951)849-4521*** Text _____ E-mail ***cierraornelas@haskellre.com***

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual capacity. See **paragraph 47** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: _____, _____.

(4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____.

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: ***Dr. Ahsan Qazi***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address ***55 N 8th St*** City ***Banning*** State ***CA*** Zip ***92220***

Telephone ***(951)849-4521*** Text _____ E-mail ***cierraornelas@haskellre.com***

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

Housing Provider's Brokerage Firm *Haskell Real Estate Inc.* DRE Lic. # *00523943*

By (Agent) *Cierra Ornelas* DRE Lic. # *02126283* Date _____

Address *55 N 8th St* City *Banning* State *CA* Zip *92220*

Telephone *(951)849-4521* Text _____ E-mail *cierraornelas@haskellre.com*

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/15/2024***, on property known as ***146 N 4th St, Banning, CA 92220*** in which ***City of Banning*** is referred to as "Tenant" and ***Dr. Ahsan Qazi*** is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Banning

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Dr. Ahsan Qazi

Housing Provider (Signature) _____ Date _____

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TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated _____, on property known as ***146 N 4th St, Banning, CA 92220***, in which ***City of Banning*** is referred to as ("Tenant") and ***Dr. Ahsan Qazi*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Banning

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Dr. Ahsan Qazi

Housing Provider (Signature) _____ Date _____

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RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated ***01/15/2024*** on property known as ***146 N 4th St, Banning, CA 92220*** in which ***City of Banning*** is referred to as "Tenant" and ***Dr. Ahsan Qazi*** is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☒ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. **Just Cause Notices:**
A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. **Tenant Payments Pursuant to "No-Fault" Eviction: (1)** If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (signature) _____ ***City of Banning*** Date _____

Tenant (signature) _____ Date _____

Housing Provider (signature) _____ ***Dr. Ahsan Qazi*** Date _____

Housing Provider (signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Banning*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Dr. Ahsan Qazi*** Date _____

Seller/Housing Provider _____ Date _____

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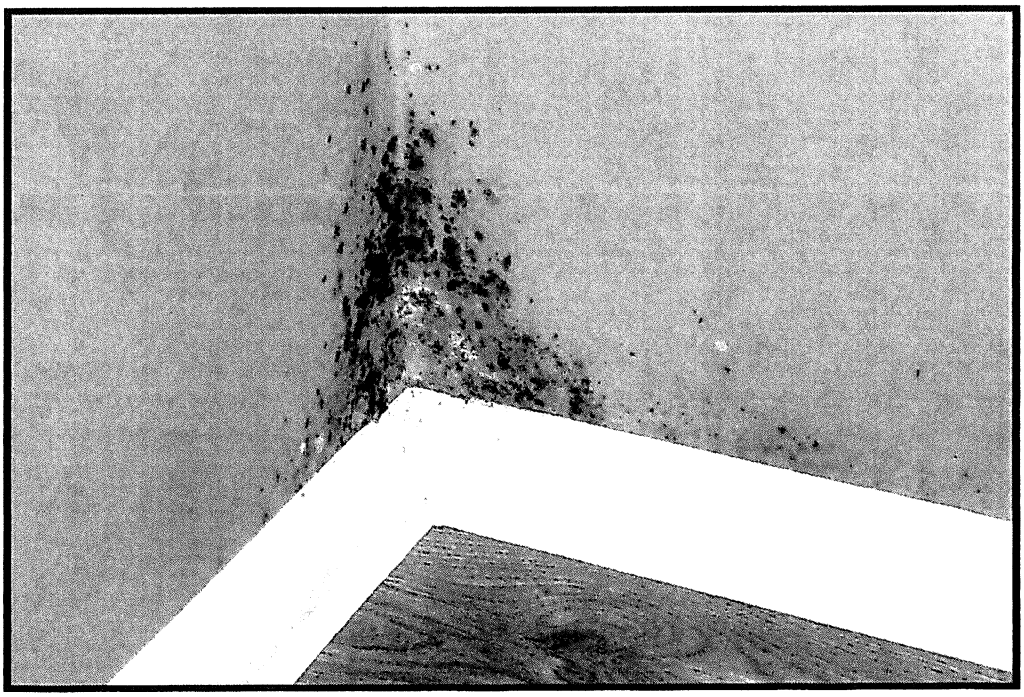
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Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



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Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

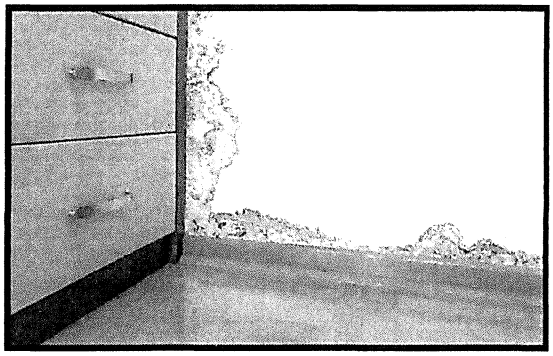
Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over–without fixing the source of the dampness–the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.



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LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/15/2024*** , on property located at (Street Address) ***146 N 4th St*** (Unit/Apartment) _____ (City) ***Banning*** (State) ***CA*** (Zip Code) ***92220*** ("Premises"), in which ***City of Banning*** is referred to as "Tenant" and ***Dr. Ahsan Qazi*** is referred to as "Housing Provider"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that **(i)** mold can grow if the Premises is not properly maintained; **(ii)** moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; **(iii)** if moisture is allowed to accumulate, it can lead to the growth of mold, and **(iv)** mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: _____
   - **A.** Maintain the Premises free of dirt, debris and moisture that can harbor mold;
   - **B.** Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
   - **C.** Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
   - **D.** Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
   - **E.** Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
   - **F.** Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
   - **G.** Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
   - **H.** Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
   - **I.** Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
   - **J.** Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.)
3. ☐ MOLD AND DAMPNESS: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) _____ ***City of Banning*** Date _____

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ ***Dr. Ahsan Qazi*** Date _____

Housing Provider (Signature) _____ Date _____

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated ***01/15/2024***, on property known as: ***146 N 4th St, Banning, CA 92220*** ("Property") in which ***City of Banning*** is referred to as Buyer or Tenant and ***Dr. Ahsan Qazi*** is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

_____

_____

_____

_____

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

_____

_____

_____

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet *"Protect Your Family From Lead In Your Home"* or an equivalent pamphlet approved for use in the State such as *"The Homeowner's Guide to Environmental Hazards and Earthquake Safety."*

For Sales Transactions Only: Buyer has **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____

Seller or Housing Provider ***Dr. Ahsan Qazi*** Date

_____

Seller or Housing Provider Date

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2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Haskell Real Estate Inc. By _____

Agent (Broker representing Seller or Housing Provider) (Please Print) | Associate-Licensee or Broker Signature | Date

Cierra Ornelas

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant Date | Buyer or Tenant Date

City of Banning

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) | Associate-Licensee or Broker Signature | Date

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Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



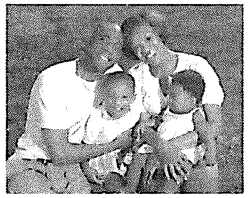
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

1064

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[1]

[1] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. 1

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other _____,
dated ***January 15, 2024*** , on property known as ***146 N 4th St Banning, CA 92220*** ("Property/Premises"),
in which ***City of Banning*** is referred to as ("Buyer/Tenant")
and ***Dr. Ahsan Qazi*** is referred to as ("Seller/Landlord").
Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

The City of Banning shall bear the responsibility of removing their placed tenants subject to the agreement in place between the City of Banning and placed tenants.

The City of Banning shall be bear financial responsibility for repair of any damage that may occur to the unit during the lease term.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____

City of Banning

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Dr. Ahsan Qazi

Seller/Landlord _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

HASKELL
REAL ESTATE

ADDENDUM TO RENTAL AGREEMENT DATED: 1/15/23 ADDRESS: 140 N. 4th St Banning, CA 92220

1. **TIMELY PAYMENTS**: Rent is due the 1st day of each month. A THREE-DAY NOTICE TO PAY RENT OR QUIT may be served whenever rent is not paid by the 5th of each month regardless of the day of the week on which the 5th falls. By initialing this paragraph, Tenant agrees to pay additional rent the sum of $35.00 to the Property Manager and 5% of unpaid rent to the Owner for the month the notice is served.
2. **PRIORITY OF PAYMENTS**: All Tenant payments, regardless of any notation to the contrary, shall be credited first to 3 Day Notice and legal fees, then late charges, then all other charges including utilities, then lastly to rent beginning with the oldest rent due being credited first.
3. **PARTIAL PAYMENTS**: As and for additional rent, Tenant agrees to pay an additional payment of $25.00 per extra payment in any month in which tenant pays said month's rent in more than one payment to offset bookkeeping costs. This is in addition to any late charges under paragraph one that may be due pursuant to the terms of the agreement.
4. **WRITTEN 30 DAY NOTICE**: Under the terms of this agreement, Tenant has agreed to provide Landlord a 30-Day Advance Notice of intent to vacate the premises and cancel this agreement. Tenant may be held liable for rent for said 30 days. Daily rent will be charged at the rate of $ 44.36 for each day. Oral notices are not allowed, notices must be in writing and become effective on date delivered to Property Manager.
5. **MINIMUM TENANCY**: Under the terms of this agreement, Tenant has the right to vacate premises and cancel this agreement subject only to 30 Day Notice requirements. HOWEVER, a tenancy of less than 6 months will create an automatic forfeiture of the entire Security Deposit. Tenant agrees and understands that owner incurs costs of at least the amount of the security deposit as a result of said early termination.
6. **WINDOWS, SCREENS, WINDOW COVERINGS, BATTERIES, AIR FILTERS, LIGHT BULBS, AND DOORS**: Tenant shall be responsible for the cost of replacing broken windows, torn, bent or missing screens, window coverings, air filters, light bulbs , alarm batteries, remote control batteries, damaged doors, door jambs, locks, or screens in all circumstances regardless of cause.
7. **AUTO, JUNK, YARD CARE**: Tenant agrees to keep premises free of accumulated junk and non-operative automobiles. Tenant agrees to water and maintain the yard areas of single family residences covered by this agreement. If yard not maintained, tenant will pay actual costs for owner to cure default after notice.
8. **GARBAGE DISPOSAL AND CLOGED DRAINS**: After 30 Days of Occupancy, Tenant shall be responsible for cost to unclog all drains in property including garbage disposal, is any, caused by misuse by tenant.
9. **PEST CONTROL**: After 30 days of occupancy, Tenant shall be responsible for the treatment of any insect infestation, including but not limited to roaches, ants, and bed bugs.
10. **FENCING**: Landlord is not responsible and shall not become responsible for maintaining fenced capable of keeping animals or people from getting into or out of the property. Tenant must obtain permission from Landlord prior to alteration of existing, or installation of additional fencing.
11. **UTILITIES**: If utilities are currently on they will be turned off by Landlord on 1-17-23. It is Tenant's responsibility to have the following utilities All except Water turned on in Tenant's name prior to that date. Landlord has no responsibility if tenant fails to put utilities in their name prior to this turnoff date.
12. **RENT PRO-RATION: SECOND MONTH'S RENT IS A PRO-RATION OF $** 754.52 **, DUE ON THE FIRST OF** February 2024 **CONTRACT RENT IS** $1350.00 **DUE ON THE FIRST OF EACH MONTH THEREAFTER.**
13. **OTHER:** _____

The undersigned Tenant acknowledges having read the foregoing prior to execution and receipt of a copy thereof.

Date: _____ **Tenant:** _____

Landlord: _____ **Tenant:** _____

By Haskell Real Estate Inc.

HASKELL
REAL ESTATE

WE WILL USE YOUR SECURITY DEPOSIT TO CLEAN OR REPAIR THE FOLLWING IF NECESSARY:

1. CARPETS AND FLOORS
2. WINDOWS AND WINDOW SILLS
3. SCREENS
4. WINDOW COVERINGS
5. BASEBOARDS AND WALLS
6. STOVE/ OVEN/ MICROWAVE
7. REFRIGERATOR
8. LIGHT FIXTURES/ CEILING FANS
9. CABINETS, INSIDE AND OUT, DRAWERS
10. TOILET, SINKS, TUBS, FAUCETS, HANDLES
11. DOORS, DOOR FRAMES, HANDLES
12. SWITCHPLATE COVERS
13. MIRRORS
14. COUNTERTOPS, LEDGES
15. YARD AND TRASH

TENANT DATE

TENANT DATE

LAWFUL USE OF THE TENANT'S SECURITY DEPOSIT (SEE PAGE 64)

Civil Code Sections 1950.5(b)(1)-(4) (as of January 1, 2006)

(b) As used in this section, security means any payment, fee, deposit, or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

(1) The compensation of a landlord for a tenant s default in the payment of rent.

(2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.

(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant s right to occupy begins after January 1, 2003.

(4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 6/23)

Date 12/19/2023, City of Banning ("Tenant")
and Wendy Craven Rental Property Owner, Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. **PROPERTY:**
   A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 90 N 22nd St, Banning, CA 92220 ("Premises").
   B. The Premises are for the sole use as a personal residence by the following named person(s) only: Tenant(s) placed by the City of Banning.
   Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐ _____) **days** without Housing Provider's written consent.
   C. The following personal property, maintained pursuant to **paragraph 11**, is included: window coverings, cooktop, fridge, microwave or ☐ (if checked) the personal property on the attached addendum is included.
   D. The Premises may be subject to a local rent control ordinance _____.
2. **TERM:** The term begins on (date) 01/01/2024 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.
   (Check A or B):
   ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
   ☒ B. **Lease:** This Agreement shall terminate on (date) 12/31/2025 at 12 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.
   A. Tenant agrees to pay $1,000.00 per month for the term of the Agreement.
   B. Rent is payable in advance on the **1st (or** ☐ _____ **) day** of each calendar month, and is delinquent on the next day.
   C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
   D. **PAYMENT:**
   (1) Rent shall be paid by ☒ personal check, ☒ money order, ☒ cashier's check, made payable to Haskell Real Estate Inc., ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
   (2) Rent shall be delivered to (name) Haskell Real Estate Inc. (whose phone number is) (951)849-4521 at (address) 55 N 8th St Banning, CA 92220 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 9am and 5pm on the following days M-F or 24/7 through door slot).
   (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☒ money order, or ☒ cashier's check.
   E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.
4. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay $1,000.00 as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

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C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from *01/01/2024* to *12/31/2025* (date)	*$24,000.00*		*$24,000.00*	*01/01/2024*	*Haskell Real Estate Inc.*
*Security Deposit	*$1,000.00*		*$1,000.00*	*01/01/2024*	*Haskell Real Estate Inc.*
Other					
Other					
Total	*$25,000.00*		*$25,000.00*	*01/01/2024*	*Haskell Real Estate Inc.*

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** ☐ _____ **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $*35 plus 5%* or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

☒ **A.** Parking is permitted as follows: *Street/ one spot in back of lot, if available*.

The right to parking ☐ is ☒ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

☒ **A.** Storage is permitted as follows: *Inside*

The right to separate storage space ☐ is, ☒ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: *all* except *water/ trash*, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or** ☐ ____**) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or** ☐ _____**)** **days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☒ **D.** Other: ***Tenant shall provide a list of items in non-operable or damaged condition within 14 days of move in.*** .

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☐ Housing Provider ☒ Tenant shall water the garden, landscaping, trees and shrubs, except: _____.

C. ☒ Housing Provider ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____.

D. ☐ Housing Provider ☒ Tenant shall maintain ***Area around unit*** .

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: ***All items listed in paragraph C*** .

H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animal Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☒ Smoking of the following substances only is allowed: ***outdoors*** .

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____ .

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ *2* key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____ ,
☐ _____ key(s) to common area(s),	☐ _____ ,

B. Tenant acknowledges that locks to the Premises ☒ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or** ☐ _____ **) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

B. ☐ Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.

C. ☐ Tenant shall obtain liability insurance, in an amount not less than $_____, naming Housing Provider and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Wendy Craven*
c/o Haskell Real Estate Inc. 55 N 8th St
Banning, CA 92220

Tenant: *City of Banning*
90 N 22nd St
Banning, CA 92220

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

EQUAL HOUSING OPPORTUNITY

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with **paragraphs B** and **C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. DISCLOSURES:

A. ☒ **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.

B. PERIODIC PEST CONTROL: ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.

C. BED BUGS: Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

E. ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

F. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

G. ☐ **OTHER MATERIAL FACTS:** _____

_____

H. ADDITIONAL DISCLOSURES: RPO shall make additional disclosures regarding the following matters on the attached Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm *Haskell Real Estate Inc.* License Number *00523943*
Is the broker of (check one): [X] the Housing Provider; or [ ] both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent *Cierra Ornelas* License Number *02126283*
Is (check one): [X] the Housing Provider's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): [ ] the Tenant; or [ ] both the Tenant and Housing Provider. (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): [ ] the Tenant's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: [ ] (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): [ ] Tenant occupancy, [ ] Delivering to Tenant keys or other means of entering the Premises, [ ] Tenant walkthrough, [ ] Completion of Move In Inspection (C.A.R. Form MII).

42. [ ] **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement:
[ ] Keysafe/Lockbox Addendum (C.A.R. Form KLA); [X] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); [X] Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); [ ] Housing Provider in Default Addendum (C.A.R. Form HPID); [ ] Parking and Storage Disclosure (C.A.R. Form PSD); [X] Bed Bug Disclosure (C.A.R. Form BBD); [X] Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); [X] Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)
[ ] Other Documents/Addenda: _____
[ ] Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California, and **(ii)** shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. [ ] **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____. Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
[ ] Housing Provider's Brokerage Firm in Real Estate Brokerage section [ ] Tenant's Brokerage Firm in Real Estate Brokers section
[X] Property Management firm immediately below
Real Estate Broker (Property Manager) *Haskell Real Estate Inc.* DRE Lic # *00523943*
(Agent) *Cierra Ornelas* DRE Lic # *02126283*
Address *55 N 8th St Banning, CA 92220* Telephone # *(951)849-4521*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: _____, _____ .

(4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: ***City of Banning***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address ***94C N 22nd St*** City ***Banning*** State ***CA*** Zip ***92220***

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual capacity. See **paragraph 47** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: _____, _____ .

(4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____ .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: ***Wendy Craven***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address ***55 N 8th St*** City ***Banning*** State ***CA*** Zip ***92220***

Telephone ***(951)849-4521*** Text _____ E-mail ***cierraornelas@haskellre.com***

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41.**

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

Housing Provider's Brokerage Firm *Haskell Real Estate Inc.* DRE Lic. # *00523943*
By (Agent) *Cierra Ornelas* DRE Lic. # *02126283* Date _____
Address *55 N 8th St* City *Banning* State *CA* Zip *92220*
Telephone *(951)849-4521* Text _____ E-mail *cierraornelas@haskellre.com*

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/01/2024***, on property known as ***90 N 22nd St, Banning, CA 92220*** _____, in which ***City of Banning*** is referred to as "Tenant" and ***Wendy Craven*** is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Banning

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Wendy Craven

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***01/01/2024***, on property known as ***90 N 22nd St, Banning, CA 92220***, in which ***City of Banning*** is referred to as ("Tenant") and ***Wendy Craven*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Banning

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Wendy Craven

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated ***01/01/2024*** on property known as ***90 N 22nd St, Banning, CA 92220*** in which ***City of Banning*** is referred to as "Tenant" and ***Wendy Craven*** is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

[X] **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. **Just Cause Notices:**
A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. **Tenant Payments Pursuant to "No-Fault" Eviction: (1)** If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (signature) _____ ***City of Banning*** Date _____

Tenant (signature) _____ Date _____

Housing Provider (signature) _____ ***Wendy Craven*** Date _____

Housing Provider (signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Banning*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Wendy Craven*** Date _____

Seller/Housing Provider _____ Date _____

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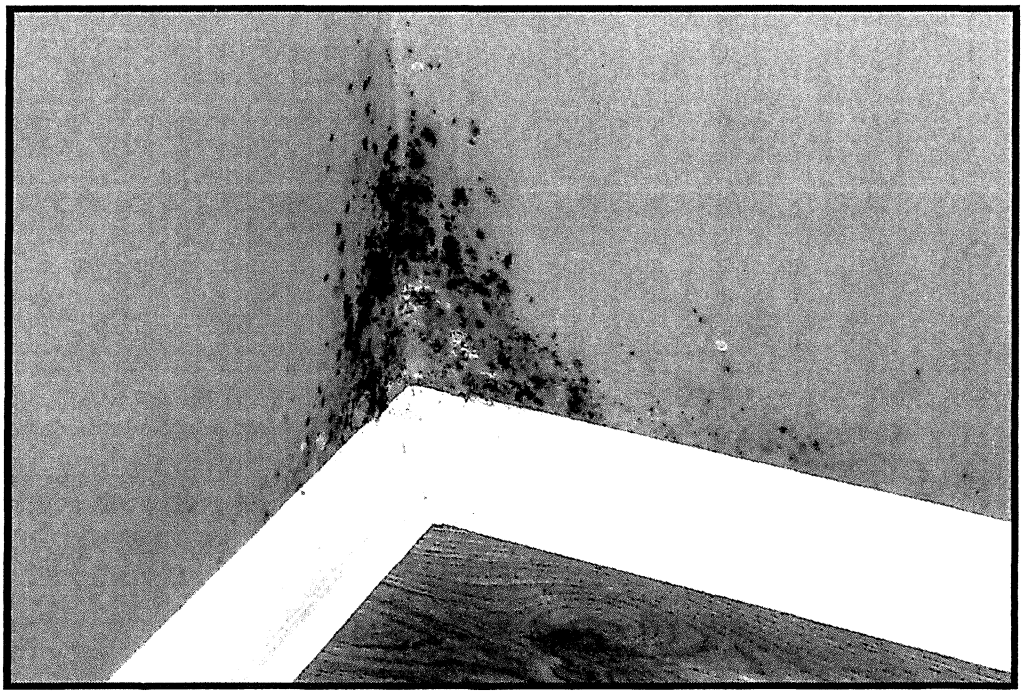
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EQUAL HOUSING OPPORTUNITY

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over–without fixing the source of the dampness–the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.



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LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***12/20/2023*** , on property located at (Street Address) ***90 N 22nd St*** (Unit/Apartment) _____ (City) ***Banning*** (State) ***CA*** (Zip Code) ***92220*** ("Premises"), in which ***City of Banning*** is referred to as "Tenant" and ***Wendy Craven*** is referred to as "Housing Provider"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that **(i)** mold can grow if the Premises is not properly maintained; **(ii)** moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; **(iii)** if moisture is allowed to accumulate, it can lead to the growth of mold, and **(iv)** mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: _____
   - **A.** Maintain the Premises free of dirt, debris and moisture that can harbor mold;
   - **B.** Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
   - **C.** Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
   - **D.** Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
   - **E.** Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
   - **F.** Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
   - **G.** Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
   - **H.** Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
   - **I.** Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
   - **J.** Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.)
3. ☐ MOLD AND DAMPNESS: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) _____ ***City of Banning*** Date _____

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ ***Wendy Craven*** Date _____

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated ***12/20/2023***, on property known as: ***90 N 22nd St, Banning, CA 92220*** ("Property") in which ***City of Banning*** is referred to as Buyer or Tenant and ***Wendy Craven*** is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

_____

_____

_____

_____

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

_____

_____

_____

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet *"Protect Your Family From Lead In Your Home"* or an equivalent pamphlet approved for use in the State such as *"The Homeowner's Guide to Environmental Hazards and Earthquake Safety."*

For Sales Transactions Only: Buyer has **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____

Seller or Housing Provider ***Wendy Craven*** Date

_____

Seller or Housing Provider Date

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2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Haskell Real Estate Inc. By _____

Agent (Broker representing Seller or Housing Provider) (Please Print)

Associate-Licensee or Broker Signature *Cierra Ornelas* Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ Date _____ Date

Buyer or Tenant *City of Banning* Buyer or Tenant

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date

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ADDENDUM No. 1

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____,
dated *January 1, 2024*, on property known as *90 N 22nd St Banning, CA 92220* ("Property/Premises"),
in which *City of Banning* is referred to as ("Buyer/Tenant")
and *Wendy Craven* is referred to as ("Seller/Landlord").
Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

The City of Banning shall bear the responsibility of removing their placed tenants subject to the agreement in place between the City of Banning and placed tenants.

The City of Banning shall be bear financial responsibility for repair of any damage that may occur to the unit during the lease term.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____

City of Banning

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Wendy Craven

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

HASKELL REAL ESTATE

ADDENDUM TO RENTAL AGREEMENT DATED: 01-01-24 ADDRESS: 90 N. 22nd St Banning, CA 92220

1. **TIMELY PAYMENTS**: Rent is due the 1st day of each month. A THREE-DAY NOTICE TO PAY RENT OR QUIT may be served whenever rent is not paid by the 5th of each month regardless of the day of the week on which the 5th falls. By initialing this paragraph, Tenant agrees to pay additional rent the sum of $35.00 to the Property Manager and 5% of unpaid rent to the Owner for the month the notice is served.
2. **PRIORITY OF PAYMENTS**: All Tenant payments, regardless of any notation to the contrary, shall be credited first to 3 Day Notice and legal fees, then late charges, then all other charges including utilities, then lastly to rent beginning with the oldest rent due being credited first.
3. **PARTIAL PAYMENTS**: As and for additional rent, Tenant agrees to pay an additional payment of $25.00 per extra payment in any month in which tenant pays said month's rent in more than one payment to offset bookkeeping costs. This is in addition to any late charges under paragraph one that may be due pursuant to the terms of the agreement.
4. **WRITTEN 30 DAY NOTICE**: Under the terms of this agreement, Tenant has agreed to provide Landlord a 30-Day Advance Notice of intent to vacate the premises and cancel this agreement. Tenant may be held liable for rent for said 30 days. Daily rent will be charged at the rate of $ 33.00 for each day. Oral notices are not allowed, notices must be in writing and become effective on date delivered to Property Manager.
5. **MINIMUM TENANCY**: Under the terms of this agreement, Tenant has the right to vacate premises and cancel this agreement subject only to 30 Day Notice requirements. HOWEVER, a tenancy of less than 6 months will create an automatic forfeiture of the entire Security Deposit. Tenant agrees and understands that owner incurs costs of at least the amount of the security deposit as a result of said early termination.
6. **WINDOWS, SCREENS, WINDOW COVERINGS, BATTERIES, AIR FILTERS, LIGHT BULBS, AND DOORS**: Tenant shall be responsible for the cost of replacing broken windows, torn, bent or missing screens, window coverings, air filters, light bulbs , alarm batteries, remote control batteries, damaged doors, door jambs, locks, or screens in all circumstances regardless of cause.
7. **AUTO, JUNK, YARD CARE**: Tenant agrees to keep premises free of accumulated junk and non-operative automobiles. Tenant agrees to water and maintain the yard areas of single family residences covered by this agreement. If yard not maintained, tenant will pay actual costs for owner to cure default after notice.
8. **GARBAGE DISPOSAL AND CLOGED DRAINS**: After 30 Days of Occupancy, Tenant shall be responsible for cost to unclog all drains in property including garbage disposal, is any, caused by misuse by tenant.
9. **PEST CONTROL**: After 30 days of occupancy, Tenant shall be responsible for the treatment of any insect infestation, including but not limited to roaches, ants, and bed bugs.
10. **FENCING**: Landlord is not responsible and shall not become responsible for maintaining fenced capable of keeping animals or people from getting into or out of the property. Tenant must obtain permission from Landlord prior to alteration of existing, or installation of additional fencing.
11. **UTILITIES**: If utilities are currently on they will be turned off by Landlord on 01-05-24. It is Tenant's responsibility to have the following utilities All except water trash turned on in Tenant's name prior to that date. Landlord has no responsibility if tenant fails to put utilities in their name prior to this turnoff date.
12. **RENT PRO-RATION: SECOND MONTH'S RENT IS A PRO-RATION OF $** N/A **, DUE ON THE FIRST OF** N/A **CONTRACT RENT IS** $ 1000.00 **DUE ON THE FIRST OF EACH MONTH THEREAFTER.**
13. **OTHER:** _____

The undersigned Tenant acknowledges having read the foregoing prior to execution and receipt of a copy thereof.

Date: _____ **Tenant:** _____

Landlord: _____ **Tenant:** _____

By Haskell Real Estate Inc.

HASKELL
REAL ESTATE

WE WILL USE YOUR SECURITY DEPOSIT TO CLEAN OR REPAIR THE FOLLWING IF NECESSARY:

1. CARPETS AND FLOORS
2. WINDOWS AND WINDOW SILLS
3. SCREENS
4. WINDOW COVERINGS
5. BASEBOARDS AND WALLS
6. STOVE/ OVEN/ MICROWAVE
7. REFRIGERATOR
8. LIGHT FIXTURES/ CEILING FANS
9. CABINETS, INSIDE AND OUT, DRAWERS
10. TOILET, SINKS, TUBS, FAUCETS, HANDLES
11. DOORS, DOOR FRAMES, HANDLES
12. SWITCHPLATE COVERS
13. MIRRORS
14. COUNTERTOPS, LEDGES
15. YARD AND TRASH

TENANT DATE

TENANT DATE

LAWFUL USE OF THE TENANT'S SECURITY DEPOSIT (SEE PAGE 64)

Civil Code Sections 1950.5(b)(1)-(4) (as of January 1, 2006)

(b) As used in this section, security means any payment, fee, deposit, or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

(1) The compensation of a landlord for a tenant s default in the payment of rent.

(2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.

(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant s right to occupy begins after January 1, 2003.

(4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.







Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:



  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[1]

[1] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

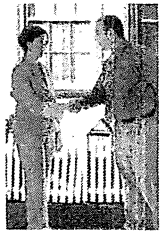
What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

RESOLUTION 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THREE LEASE AGREEMENTS FOR HOMELESS TRANSITIONAL HOUSING

WHEREAS, on February 12, 2019, the City of Banning was awarded $980,000 of Encampment Reduction Program funds; and

WHEREAS, the grant funds include funding for transitional housing for homeless individuals; and

WHEREAS, three rental properties are available through Haskell Real Estate.

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

SECTION 1. The City Council approves lease agreements for properties located at 90 N 22nd Street, 146 N 4th Street and 94C N 22nd Street in Banning and authorize the City Manager to sign the agreements 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 a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-11, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Lease Agreements

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Public Works Deputy Director** **Art Vela, Director of Public Works**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-05, Vacating Malki Road between Martin Road and Sullivan Road.**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2024-05, vacating Malki Road between Martin Road and Sullivan Road.

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.

The City Council set the public hearing for this item at the December 12, 2023 Regular Session of the Banning City Council Meeting with Resolution 2023-185. In accordance with the Streets and Highways Code Section 8320 *et seq.*, notice was published in the Record Gazette on December 22, 2023 and December 29, 2023. A printed public notice was posted on Malki Road at the Morongo Band of Mission Indians guard house on Malki Road between these date and through this public hearing.

JUSTIFICATION:

The roadway vacation is stipulated in the settlement agreement between Mr. Fields and the City of Banning. The City does not possess 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.

FISCAL IMPACT:

There is no fiscal impact to the City.

ALTERNATIVES:

Do not approve Resolution 2024-05 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 its obligations as agreed to in the Settlement Agreement.

ATTACHMENTS:

1. Resolution_2024-05__Malki_Road_Vacation.pdf
1. Exhibit A - Vacation Plat and Legal.pdf
2. Att. 2 - Settlement Agreement.pdf
3. Att. 4 - Federal Law on Land Swap.PDF
4. Att. 3 - Land Exchange Map Doc #2018-0219575.pdf
5. Att. 5 - PC SR - Malki Road Vacation.pdf
6. Att. 6 - PC Reso 2023-17.pdf
9. 2023 12 29_Proof of Publication.pdf

RESOLUTION 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, VACATING A PORTION OF THE STREET COMMONLY KNOWN AS MALKI ROAD FROM A POINT SOUTHERLY OF MARTIN ROAD TO THE INTERSECTION WITH SULLIVAN ROAD, APPROVING THE CONVEYANCE OF THAT PORTION OF VACATED RIGHT OF WAY TO THE MORONGO BAND OF MISSION INDIANS, AND MAKING A FINDING OF EXEMPTION UNDER CEQA IN CONNECTION HEREWITH

WHEREAS, in 2016, the United States Congress enacted, and the President of the United States signed, federal legislation (Section 3607 of the Water Infrastructure for the Nation Act, Public Law 114-322, and hereinafter referred to as "Section 3607") to resolve a dispute between Mr. Lloyd Fields, a property owner in the City of Banning, the Morongo Band of Mission Indians (the "Tribe"), and the City to Banning related to access to Mr. Fields property; and

WHEREAS, pursuant to Section 3607, a land swap between the parties was authorized, by which the parties would swap four pieces of land. Pursuant to Section 3607, Mr. Fields and the Tribe would swap ownership of specific pieces of land that they each owned with the other, the Tribe would convey a deed of easement to the City for the widening of a portion of Hathaway Street, and the City would vacate and transfer ownership of a portion of Malki Road (referred to as Parcel C in that law) to the Tribe; and

WHEREAS, pursuant to Section 3607 and in furtherance of the implementation of that law, the City of Banning also entered into a Settlement Agreement between the City of Banning and Lloyd Fields dated May 22, 2018, by which pending litigation between the City and Mr. Fields was resolved and by which the City and Mr. Fields agreed upon the terms for Mr. Fields' dismissal of that litigation; and

WHEREAS, pursuant to both Section 3607 and the Settlement Agreement, three of the four elements of the land swap between the parties has been accomplished, with the final action being the City's vacation of, and transfer to the Tribe of, a portion of that roadway commonly known as Malki Road between a point southerly of Martin Road and up to its intersection with Sullivan Road as described and shown in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the City now intends to carry out that final piece of the land swap described above by vacating the above-described portion of Malki Road and approving its conveyance to the Tribe; and

WHEREAS, pursuant to California Streets and Highways Code Sections 8320 *et seq.* the City Council has the authority and responsibility to resolve to vacate streets and highways within the City; and

WHEREAS, on September 6, 2023, the Planning Commission adopted Resolution 2023-17, finding, pursuant to Government Code Section 65402 (a), that the vacation of Malki Road from a point southerly of Martin Road and up to its intersection with Sullivan Road is consistent with the City's General Plan and recommending that the City Council vacate that portion of Malki Road; and

WHEREAS, on December 12, 2023, the City Council set January 9, 2024 as the date on which it would hold a public hearing for the purpose of considering the vacation on Malki Road from a portion southerly of Martin Road up to the intersection with Sullivan Road; and

WHEREAS, on December 22, 2023 and continuing through December 29, 2023, the City gave public notice, by publishing in the Record Gazette newspaper and by posting in a prominent place at the guard house on Malki Road just north of Martin Road in compliance with the Streets and Highways Code Section 8320 *et seq.* of holding the public hearing at which the City Council would consider the vacation of Malki Road from a point southerly of Martin Road up to the intersection with Sullivan Road; and,

WHEREAS, on January 9, 2024, the City Council held the noticed public hearing considering the vacation of Malki Road from a point southerly of Martin Road to the intersection of Sullivan Road, at which interested persons had an opportunity to testify in support of, or opposition to, the vacation of Malki Road from Martin Road to Sullivan Road.

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

SECTION 1. GENERAL FINDINGS

The City Council, based on the whole record before it, including, but not limited to, Section 3607, the Settlement Agreement, the City's General Plan, the recommendation of the Community Development Director as provided in the Planning Commission Staff Report dated September 6, 2023, and the documents incorporated therein by reference, the recommendation of the Planning Commission, and any other evidence within the record or provided at or prior to the public hearing of this matter, hereby finds and determines as follows:

1. Malki Road from Martin Road to Sullivan Road, as that portion is more precisely described and depicted on Exhibit A, is unnecessary for present or prospective public use.

2. The vacation of Malki Road from Martin Road to Sullivan Road, as described and depicted on Exhibit A, is consistent with the City of Banning's General Plan.

SECTION 2. CEQA FINDINGS

A. The City Council concurs in the Planning Division staff's determination that the vacation of a portion of Malki Road, as described and depicted in Exhibit A (the "Project"), is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Resources Code, § 21000 *et seq.*) and the State CEQA Guidelines (the "Guidelines") (14 Cal. Code Regs. § 15000 *et seq.*). First, 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 (LOR) Land Use Designation and all applicable General Plan policies, as well as with applicable LOR 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. Second, the City Council concurs with the Planning Division staff's determination that the Project is exempt pursuant to CEQA Guidelines Section 15061(b)(3) because it can be 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 on each side of the right-of-way for the portion of Malki Road to be vacated. Vacation of the property recognizes the land transfer approved by Congress (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)). There are no identified potentially significant impacts associated with the 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).

SECTION 3. CITY COUNCIL ACTION

The City Council hereby takes the following actions:

A. The City Council hereby finds and recognizes, pursuant to California Streets and Highways Code Section 8324, that the portion of Malki Road from Martin Road to Sullivan Road, as more precisely described and depicted on Exhibit A, is not necessary for present or prospective public use.

B. The City Council hereby orders vacated the portion of Malki Road from Martin Road to Sullivan Road as described and depicted on Exhibit A.

C. The City Council hereby orders the City Clerk to record this Resolution with the County Recorder, which recording will make the vacation of Malki Road from Martin Road to Sullivan Road, as described and depicted on Exhibit A, effective.

D. The City Council hereby authorizes the City Manager to convey by deed the vacated portion of the Malki Road to the Tribe.

SECTION 4. The City Council hereby directs the Administrative City Clerk to send a certified copy of this Resolution of vacation, attested by the City Clerk under seal, for recording in the Office of the Riverside County Recorder. From and after the date of recordation of this Resolution, the vacated portion of Malki Road shall no longer constitute a public street or public right-of-way.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and shall cause a certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-05, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Plat and Legal Description

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

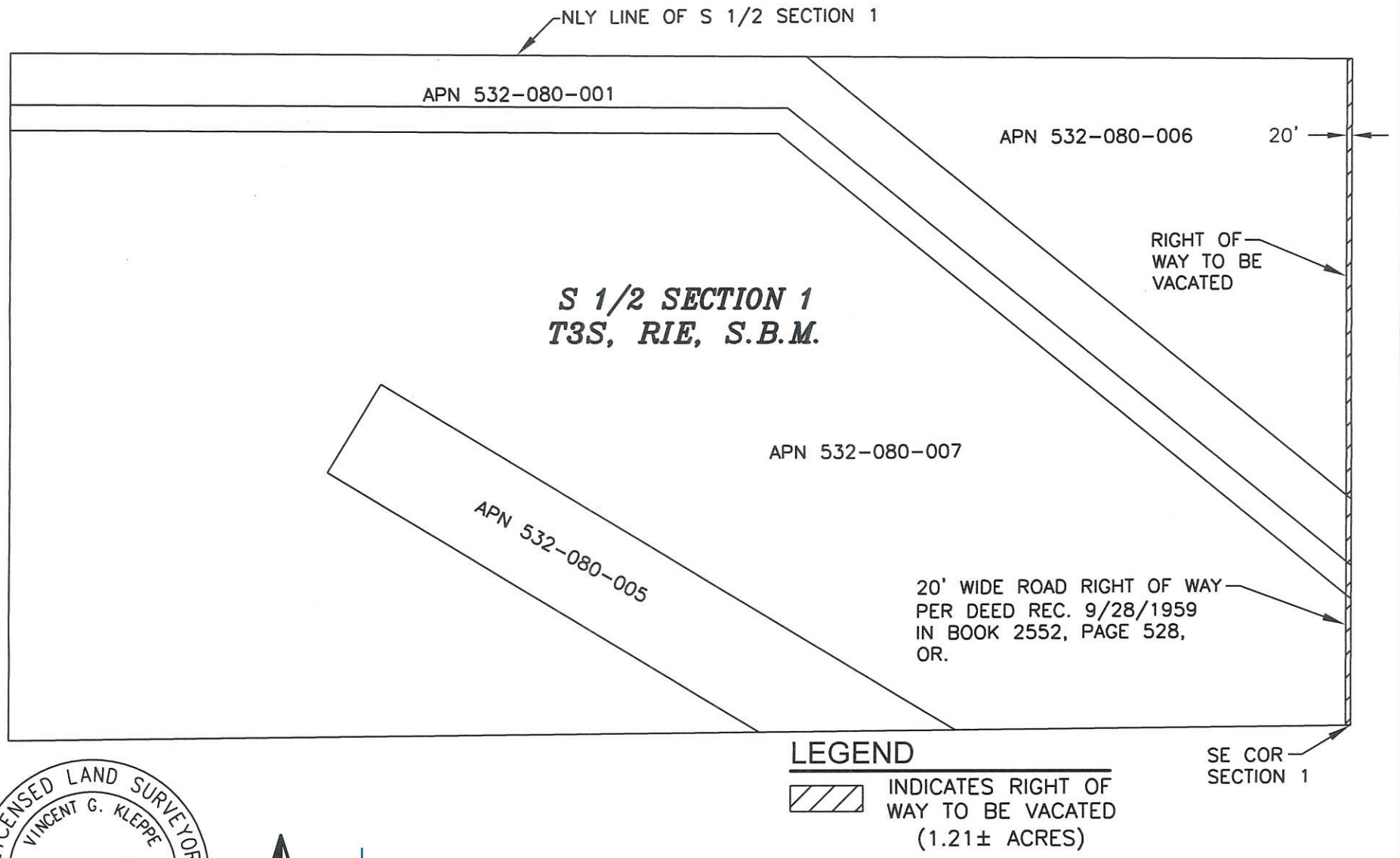
6-3-22
DATE



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

1110

EXHIBIT "B"



LEGEND

INDICATES RIGHT OF WAY TO BE VACATED (1.21± ACRES)

LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

ERSC INC.COM
Engineering Resources of Southern California

CITY OF BANNING

MALKI ROAD RIGHT OF WAY VACATION

EXHIBIT 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

(c) AVAILABILITY OF MAP.—The map referred to in subsection (a) shall be on file and available for public inspection at the office of the California State Director, Bureau of Land Management.

(d) CONVERSION OF VALID, EXISTING RIGHTS.—

(1) CONTINUITY OF USE.—Any person claiming in good faith to have valid, existing rights to lands taken into trust by this section may continue to exercise such rights to the same extent that the rights were exercised before the date of the enactment of this Act until the Secretary makes a determination on an application submitted under paragraph (2)(B) or the application is deemed to be granted under paragraph (3).

(2) NOTICE AND APPLICATION.—Consistent with sections 2800 through 2880 of title 43, Code of Federal Regulations, as soon as practicable after the date of the enactment of this Act, the Secretary of the Interior shall notify any person that claims to have valid, existing rights, such as a management agreement, easement, or other right-of-way, to lands taken into trust under subsection (a) that—

(A) such lands have been taken into trust; and

(B) the person claiming the valid, existing rights has 60 days to submit an application to the Secretary requesting that the valid, existing rights be converted to a long-term easement or other right-of-way.

(3) DETERMINATION.—The Secretary of the Interior shall grant or deny an application submitted under paragraph (2)(B) not later than 180 days after the application is submitted. Such a determination shall be considered a final action. If the Secretary does not make a determination within 180 days after the application is submitted, the application shall be deemed to be granted.

(e) RESTRICTION ON GAMING.—Lands taken into trust pursuant to subsection (a) shall not be considered to have been taken into trust for, and shall not be eligible for, class II gaming or class III gaming (as those terms are defined in section 4 of the Indian Gaming Regulatory Act (25 U.S.C. 2703)).

SEC. 3607. MORONGO BAND OF MISSION INDIANS.

(a) DEFINITIONS.—For the purposes of this section, the following definitions apply:

(1) BANNING.—The term "Banning" means the City of Banning, which is located in Riverside County, California adjacent to the Morongo Indian Reservation.

(2) FIELDS.—The term "Fields" means Lloyd L. Fields, the owner of record of Parcel A.

(3) MAP.—The term "map" means the map entitled 'Morongo Indian Reservation, County of Riverside, State of California Land Exchange Map', and dated May 22, 2014, which is on file in the Bureau of Land Management State Office in Sacramento, California.

(4) PARCEL A.—The term "Parcel A" means the approximately 41.15 acres designated on the map as "Fields lands".

(5) PARCEL B.—The term "Parcel B" means the approximately 41.15 acres designated on the map as "Morongo lands".

(6) PARCEL C.—The term "Parcel C" means the approximately 1.21 acres designated on the map as "Banning land".

(7) PARCEL D.—The term "Parcel D" means the approximately 1.76 acres designated on the map as "Easement to Banning".

(8) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(9) TRIBE.—The term "Tribe" means the Morongo Band of Mission Indians, a federally recognized Indian tribe.

(b) TRANSFER OF LANDS; TRUST LANDS, EASEMENT.—

(1) TRANSFER OF PARCEL A AND PARCEL B AND EASEMENT OVER PARCEL D.—Subject to any valid existing rights of any third parties and to legal review and approval of the form and content of any and all instruments of conveyance and policies of title insurance, upon receipt by the Secretary of confirmation that Fields has duly executed and deposited with a mutually acceptable and jointly instructed escrow holder in California a deed conveying clear and unencumbered title to Parcel A to the United States in trust for the exclusive use and benefit of the Tribe, and upon receipt by Fields of confirmation that the Secretary has duly executed and deposited into escrow with the same mutually acceptable and jointly instructed escrow holder a patent conveying clear and unencumbered title in fee simple to Parcel B to Fields and has duly executed and deposited into escrow with the same mutually acceptable and jointly instructed escrow holder an easement to the City for a public right-of-way over Parcel D, the Secretary shall instruct the escrow holder to simultaneously cause—

(A) the patent to Parcel B to be recorded and issued to Fields;

(B) the easement over Parcel D to be recorded and issued to the City; and

(C) the deed to Parcel A to be delivered to the Secretary, who shall immediately cause said deed to be recorded and held in trust for the Tribe.

(2) TRANSFER OF PARCEL C.—After the simultaneous transfer of parcels A, B, and D under paragraph (1), upon receipt by the Secretary of confirmation that the City has vacated its interest in Parcel C pursuant to all applicable State and local laws, the Secretary shall immediately cause Parcel C to be held in trust for the Tribe subject to—

(A) any valid existing rights of any third parties; and

(B) legal review and approval of the form and content of any and all instruments of conveyance.

SEC. 3608. CHOCTAW NATION OF OKLAHOMA AND THE CHICKASAW NATION WATER SETTLEMENT.

(a) PURPOSES.—The purposes of this section are—

(1) to permanently resolve and settle those claims to Settlement Area Waters of the Choctaw Nation of Oklahoma and the Chickasaw Nation as set forth in the Settlement Agreement and this section, including all claims or defenses in and to Chickasaw Nation, Choctaw Nation v. Fallin et al., CIV 11–927 (W.D. Ok.), OWRB v. United States, et al. CIV 12–275 (W.D. Ok.), or any future stream adjudication;

(2) to approve, ratify, and confirm the Settlement Agreement;

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°12'50" WEST 1664 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 2586 92 FEET MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 1

THENCE SOUTH 89°41 39" 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 IS 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 2134 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 #2004-0759131 OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA (DEPT OF INT FILING 582 173107),

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°47'09" WEST 107 00 FEET TO THE WESTERLY LINE OF SAID SECTION 1,

THENCE ALONG SAID WESTERLY LINE SOUTH 00°17'16" WEST 16 50 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN 16 50 FOOT STRIP

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47 09" EAST 107 00 FEET TO A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1,

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'16" 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 DEPICTED 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 452194 FILED IN BOOK 265 PAGE 293 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 CORNER 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 #2004-0759151, 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,

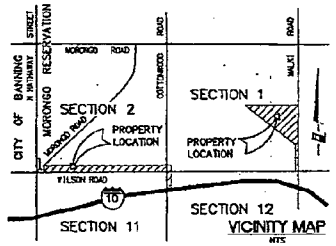
THENCE ALONG SAID PARALLEL LINE NORTH 00°21 44" EAST 415 60 FEET TO A LINE PERPENDICULAR WITH THE WESTERLY LINE OF SAID SECTION 2;

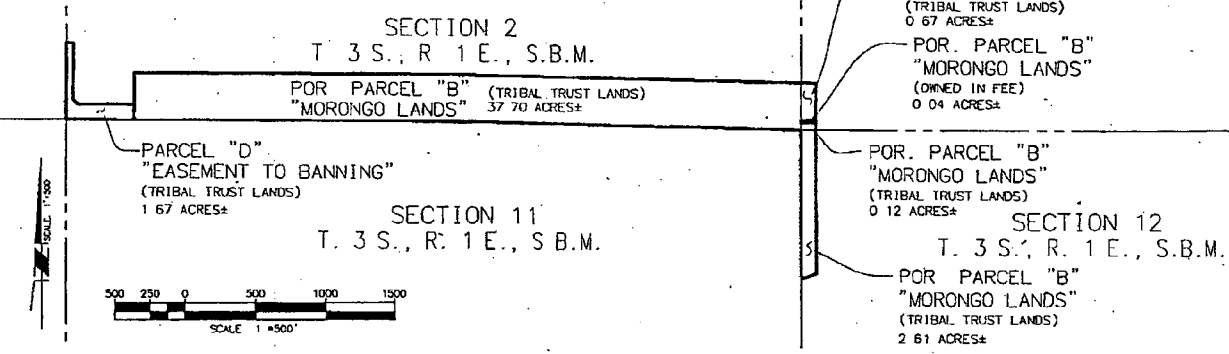
THENCE ALONG SAID PERPENDICULAR LINE NORTH 89°38'16" WEST 50 00 FEET TO THE WESTERLY LINE OF SAID SECTION 2

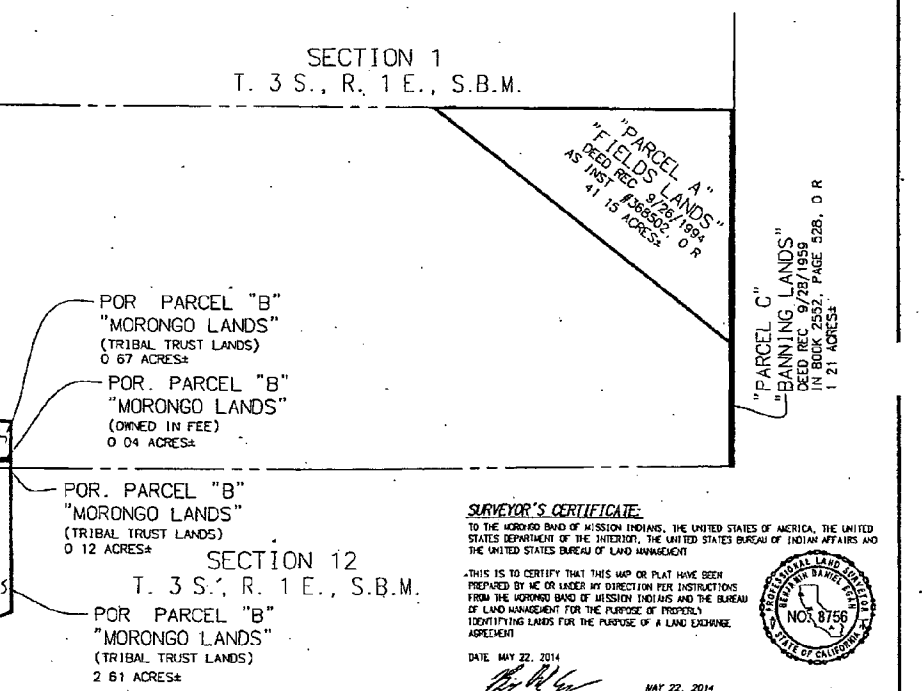
THENCE ALONG SAID WESTERLY LINE SOUTH 00°21'44" WEST 556 00 FEET TO THE POINT OF BEGINNING

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

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CITY OF BANNING
STAFF REPORT

TO: **PLANNING COMMISSION**

FROM: **Adam Rush, Community Development Director**

PREPARED BY: **Nate Smith, Deputy Director of Public Works/City Engineer**

MEETING DATE: **September 6, 2023**

SUBJECT: **Clear and concise subject. Remember that this line will appear on the meeting agenda IN FULL**

RECOMMENDATION:

The Planning Commission approve the vacation of Malki Road between Martin Road and Sullivan Road.

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, that 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. This is the final action is complying with the terms of the settlement agreement.

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.

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 of Banning

ALTERNATIVES:

1. Recommend that the City Council proceed with the vacation of Malki Road between Martin Road and Sullivan Road.

ATTACHMENTS:

1. Vacation Plat and Legal Description
2. Settlement Agreement
3. Recorded Land Exchange Map

Approved by:

_____
Adam Rush
Community Development Director

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

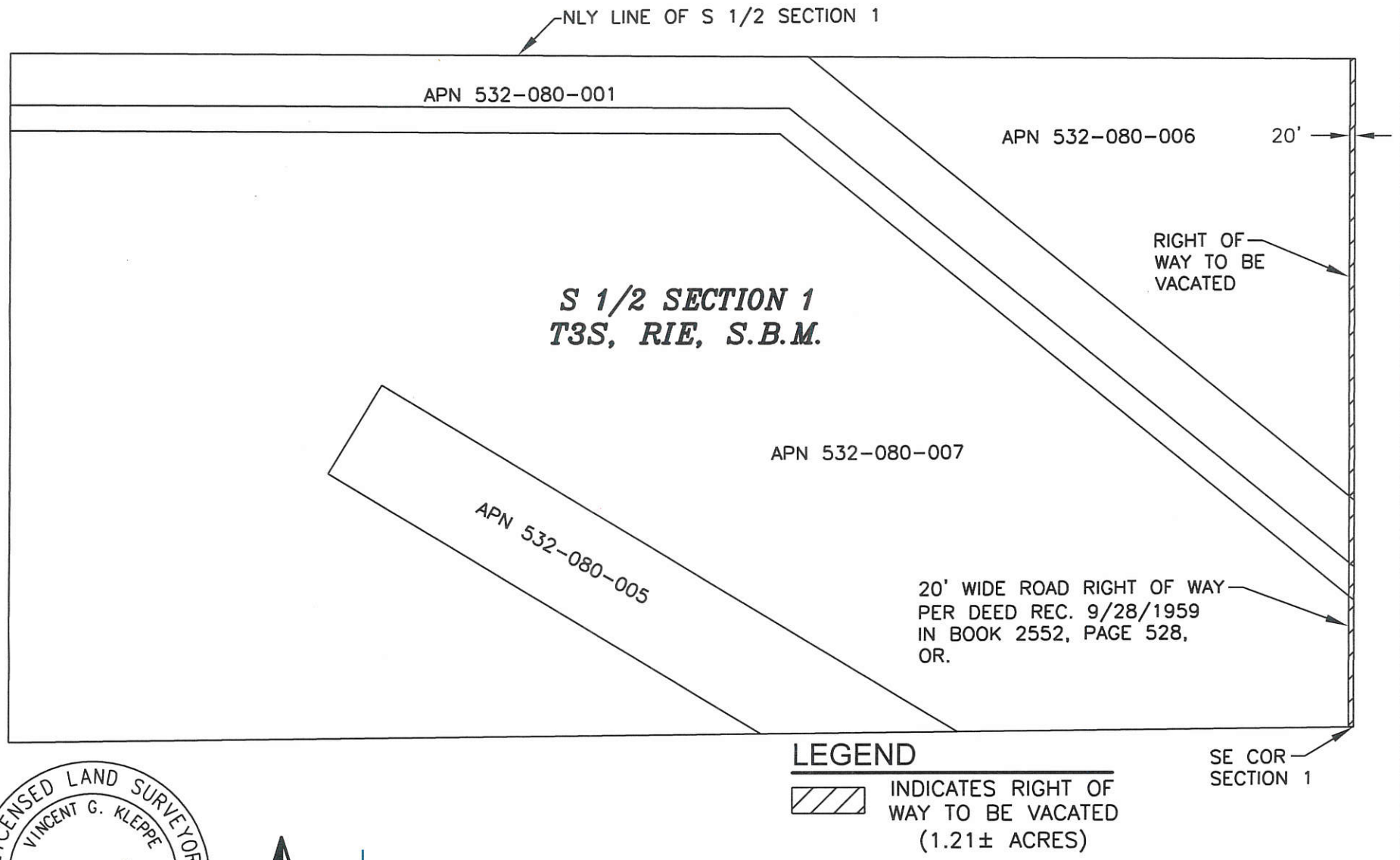
6-3-22
DATE



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

1126

EXHIBIT "B"



LEGEND

INDICATES RIGHT OF WAY TO BE VACATED (1.21± ACRES)

LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

ERSC INC.COM
Engineering Resources of Southern California

CITY OF BANNING

MALKI ROAD RIGHT OF WAY VACATION

EXHIBIT B

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

Record Gazette
218 N Murray St.

Proof of Publication
(2015.5 C.C.P.)

NOTICE OF VACATION OF PUB. STR

State of California)
County of Riverside) ss.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

December 22, 29, 2023

Executed on: 12/29/2023

At Banning ,CA

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

Kelly Matthews
Signature

RECEIVED
JAN 03 2024
City of Banning
City Clerk's Office

NOTICE OF VACATION OF PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS AND NOTICE OF PUBLIC HEARING
PURSUANT TO CALIFORNIA STREETS AND HIGHWAY CODE, DIVISION 9, § 8000-8363, PART 3, § 8300-8363,
STATUES 1980. CHAPTER 1050, § 29. THE CITY COUNCIL ENTERED INTO A SETTLEMENT AGREEMENT BETWEEN LLOYD FIELDS AND THE CITY OF BANNING, CITY OF BANNING CITY COUNCIL, AND CITY OF BANNING CITY MANAGER ANDREW TAKATA ON MAY 22, 2018 WHICH STIPULATES THE
VACATION OF THE FOLLOWING PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS: MALKI ROAD, BETWEEN MARTIN ROAD (S) AND SULLIVAN ROAD (N). THE PROPOSED VACATION IMPACTS APPROXIMATELY 1.2-ACRES OF STREETS, EASEMENTS, AND PUBLIC RIGHTS-OF-WAY NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, January 9, 2024 at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the proposed roadway vacation. The roadway vacation encompasses approximately 1.2-acres in the northeastern portion of the City of Banning, approximately 150 feet north of Interstate-10, and is generally located northwest of the Malki road and Seminole Drive intersection. The proposed vacation is a stipulated item in the Settlement Agreement between Lloyd Fields and the City of Banning approved by the City Council on May 22, 2018. ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or send their written comments to the City Clerk, P.O. Box 998, Banning, California 92220 or cityclerks@banningca.gov by 12 noon the day of the meeting. Information regarding the foregoing can be obtained by contacting the Engineering Division of the Public Works Department at the above address or by telephone at 951-922-3130. Data relevant to this matter will be available for public viewing at Banning City Hall, 99 E. Ramsey Street, Banning, California for the period of 10 days prior to the Public Hearing and online at the following link: https://banningca.gov/763/7136/Malki-Road-Vacation.
If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, if a public hearing is held on the proposal, you or someone else must have raised those issues at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009). BY ORDER OF THE CITY CLERK of the City of Banning, California.
/s/ Caroline Patton, Deputy City Clerk City of Banning, California Dated: December 15, 2023
Publish: December 22, 29, 2023

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Emery Papp, Senior Planner** **Adam Rush, Community Development Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-12, Making a Determination that a Negative Declaration was Adopted for the Project and no Subsequent Environmental Document Shall Be Prepared, Approval of General Plan Amendment (GPA) 23-2502, and Approval of the 6th Cycle RHINA Housing Element Update**

RECOMMENDATION:

Adopt Resolution 2024-12, making findings that the Project is consistent with a previously adopted Negative Declaration and pursuant to Section 15162 of the California Environmental Quality Act, no further action is required; and approve General Plan Amendment 23-2502, readopting the 6th Cycle Housing Element Update for the 2021-2029 planning period.

BACKGROUND:

State law requires each City and County adopt a comprehensive, long-term General Plan to guide development in their jurisdiction and land outside its boundaries that has relation to its city planning (Govt. Code §65300). California Government Code Section 65302 requires the General Plan to consist of seven State-mandated elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety Elements. The Housing Element is one of the seven State-mandated elements of the General Plan and must be updated every 8 years, unless otherwise mandated by California Government Code Section 65581. The purpose of the Housing Element is to develop comprehensive strategies for providing safe, decent, and affordable housing within the community across all income levels. Furthermore, the Housing Element implements the following goals:

1. To provide an assessment of both current and future housing needs and constraints in meeting these needs; and
2. To establish housing goals, policies, and programs to facilitate the future development of housing for special needs groups.

All jurisdictions within the six-county Southern California Association of Governments (SCAG) region[1] are required to prepare an update to the Housing Element for the "6th RHNA Cycle" planning period of 2021-2029. The due date for adoption of the 6th RHNA Cycle Housing Element was October 15, 2021, along with a 60-day grace period.

The City of Banning prepared and the City Council adopted the 6th Cycle General Plan Housing Element

Update for the 2021-2029 planning period and underwent a deliberate planning process that touched a wide spectrum of stakeholders. The following summary provides a chronology of events to date:

Joint Planning Commission and City Council Workshop	April 13, 2021
City Hosted and Online Community Survey	May 13, 2021
Public Workshop	June 2, 2021
Community Survey ended; results evaluated	June 30, 2021
Draft Housing Element posted on City website	July 14, 2021
Housing Element sent to HCD for preliminary review	July 14, 2021
Conference with HCD[2]; received preliminary comments	August 20, 2021
Housing Element revised and sent to HCD for review	August 30, 2021
HCD review comments received	September 17, 2021
Revised Housing Element posted on City website	October 4, 2021
Planning Commission considered Draft Housing Element	October 19, 2021
City Council adopts 6th Cycle Housing Element Update	November 9, 2021
Adopted Housing Element Sent to HCD for Certification	November 18, 2021
HCD does not Certify Housing Element, sends comments	February 21, 2022

State law delegates the authority to HCD for review of the City's Housing Element. A finding of substantial compliance from HCD is referred to as "Certification" of the Housing Element. Timely certification is important to maximize the City's eligibility for grant funds, ensure the legal adequacy of the General Plan, maintain local land use control, and especially, to avoid a ***carryover*** of unmet housing needs from the prior planning period (i.e., 5th RHNA Cycle) to this planning period (6th RHNA Cycle). The City must avoid this requirement as it would result in adding over 1,000 additional units. In addition, failure to obtain timely certification of the Element can result in HCD reducing future time frames of our planning periods, such as reducing the 8-year update cycle to a 4-year cycle.

Since February 2022, City staff and the Housing Element consultant have met with HCD on three occasions to discuss the sections of the Housing Element and the issues identified by HCD requiring additional information or actions to be taken. A revised Draft 6th Cycle Housing Element was sent to HCD for an "informal" review in January 2023. In March 2023, HCD sent new comments concerning the newly revised sections of the Housing Element and followed up with a noncompliance letter dated May 19, 2023. A second noncompliance letter was sent to the City on July 20, 2023. City staff, the City's Housing Element consultant, and HCD staff met on September 20, 2023 to discuss the remaining issues that needed to be addressed to achieve certification, and potential consequences for non-compliance. A schedule was mutually agreed upon as follows:

Planning Commission Public Hearing to Recommend Re-Adoption of Housing Element	December 6, 2023
City Council Public Hearing to Re-Adopt Housing Element	January 9, 2024
On or before this date, submit Housing Element to HCD for Certification Review	January 16, 2024
On or before this date, submit signed City Council Resolution to HCD as verification of Rezone	January 16, 2024

HCD 60-Day Certification Review Period concludes (City Council Resolutions and Ordinances to implement Amendments to General Plan Land Use/Zoning Map, and Zoning Text Amendments required by Programs in the Housing Element to occur by January 2024 must be sent to HCD prior to this date).	March 8, 2024

The regularly scheduled Planning Commission meeting noticed for November 1, 2023 was canceled due to lack of quorum. The schedule for readoption has been revised and HCD has been so advised of the following changes to the schedule:

Planning Commission Public Hearing to Recommend Re-Adoption of Housing Element	December 6, 2023
City Council is Dark the week after Christmas	December 26, 2023
City Council Public Hearing to Re-Adopt Housing Element	January 9, 2023
On or before this date, submit Housing Element to HCD for Certification Review	January 16, 2023
City Council Public Hearing to Amend Land Use Map per H.E. Site Inventory Analysis (No longer required due to Appendix B and proposed Zoning Text Amendment for VHDR)	N/A
On or before this date, submit signed City Council Resolution(s) to HCD as verification of Zoning Text Amendment	February 29, 2023
HCD 60-Day Certification Review Period concludes	March 8, 2024

[1] The SCAG region includes Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties.

[2] HCD is the acronym for *Housing and Community Development*.

DISCUSSION AND ANALYSIS:

For most cities, the key to obtaining HCD certification is demonstrating sufficient capacity for new housing development that equals the level of need described in the current Regional Housing Needs Assessment ("RHNA"). The focus of HCD's review mainly concerns properties and parcels (i.e., "sites") where the existing and underlying zoning classification authorizes multi-family development at densities appropriate to support affordable housing, which is defined in state housing statutes, as a minimum 30 dwelling units per acre, for specific areas in the City.

Regional Housing Needs Assessment ("RHNA")

State Housing Element law requires that each jurisdiction provides for its share of the statewide housing demand. The number of housing units is established through the process known as the *Regional Housing Need Assessment* (RHNA). The RHNA is prepared by the Southern California Association of Governments (SCAG) in consultation with member jurisdictions and sub-regional councils of governments such as the Western Riverside Council of Governments (WRCOG). The RHNA is based on

the regional forecast of population growth and new household formation during the planning period, and the number of new housing units needed to accommodate additional household growth at each income level. The City's required RHNA allocation is distributed among the following five income categories, which are based on a household's annual income compared to the "areawide median income" (AMI):

Extremely Low (<30% AMI)
Very Low (31-50% AMI)
Low (51-80% AMI)
Moderate (81-120% AMI)
Above Moderate (120%+ AMI)

SCAG determined that the City's regional share of future housing need is 1,673 dwelling units. This allocation is distributed into five income categories, as shown on **Table 1**. The RHNA includes a fair share adjustment which distributes units by income category to reduce over-concentration of lower income households in historically lower-income communities in the region.

Table 1 Housing Needs for 2021-2029

Income Category (% of County AMI)	**Number of Units**	**Percent**
Extremely Low (30% or less)*	155	9.30%
Very Low (31 to 50%)	162	9.70%
Low (51 to 80%)	193	11.60%
Moderate (81% to 120%)	280	16.70%
Above Moderate (Over 120%)	883	52.70%
Total	***1,673***	***100.00%***

Source: Final Regional Housing Needs Allocation, SCAG, (2021).

**The City has an RHNA allocation of 192 very low-income units (inclusive of extremely low-income units). Pursuant to State law (AB 2634), the City must project the number of extremely low-income housing needs based on Census income distribution or assume 50 percent of the very low-income units as extremely low. According to the CHAS data developed by HUD, 33.0% of City households earned less than 50 percent of the AMI. Among these households, 49.3 percent earned incomes below 30% (extremely low). Therefore, the City's RHNA allocation of 317 very low-income units may be split into 155 extremely low and 162 very low-income units. However, for purposes of identifying adequate sites for the RHNA allocation, State law does not mandate the separate accounting for the extremely low-income category.*

Appropriate Zoning to Accommodate the RHNA

It is important to note that the RHNA establishes a planning goal, and not a mandate or quota, to build or issue permits for the 1,673 dwelling units. Rather, the City is required to demonstrate that there are adequate sites, with appropriate high density zoning classifications available, for development commensurate with the RHNA. If property owners and developers choose to pursue such development opportunities, these Projects are evaluated in accordance with the City's General Plan land use and policies, the underlying zoning classification, and applicable housing law provisions.

Under state law, sites must be zoned high density, allowing residential development at a density that can accommodate 30 units/acre, which is the minimum density considered suitable for lower-income housing

in metropolitan areas such as Riverside County. Regardless of density, deed-restricted affordable housing typically requires public subsidies, and the level of funding for affordable housing is extremely limited. As a result, very few income-restricted affordable housing projects are built each year, and with the statewide elimination of redevelopment agencies, the construction of affordable housing is less likely to occur in lieu of "market rate" housing. The purpose of state law in stipulating minimum densities is to reduce constraints on affordable housing development due to local land use regulations, which may include either a General Plan Amendment, a Zone Change, or both.

Credits Toward RHNA: Units Planned or Approved

Housing units approved and/or pending (and not yet permitted for construction) can be credited towards meeting the City's RHNA. The City must demonstrate in this Housing Element the ability to meet the remaining housing needs, through the provision of sites, after subtracting anticipated units. **Table 2,** below**.** shows the remaining unit deficit after subtracting units that are pending or approved as of October 2023.

Table 2 Remaining 2021-2029 Share of Regional Housing Needs

Income/Affordability Category	RHNA	Units Pending or Approved	Remaining Units Deficit
Lower	510	9	501
Moderate	280	352	0
Above Moderate	883	1,496	0
Total	1,673	3,518	501

Remaining RHNA After accounting for the planned and approved units, there is a remaining need of 501 units, all of which are designated for lower income units. The City must demonstrate the availability of sites with appropriate zoning and development standards that can facilitate and encourage the development of such units.

Residential Sites Inventory

State law requires that jurisdictions demonstrate in the Housing Element that the land inventory is adequate to accommodate a jurisdiction's share of the regional growth. The City is committed to identifying sites at appropriate densities as required by law. The State, through AB 2348, has established "default density" standards for local jurisdictions. State law assumes that a land use density minimum, of 30 units/acre, is adequate to facilitate the production of housing affordable to lower income households.

Therefore, in estimating potential units by income range, it is assumed that:

- A density of 0.20 to 14.9 du/acre (primarily for single-family homes) is assumed to facilitate housing in the above moderate-income category.
- A density of 15.0 to 29.9 du/acre (primarily for medium density multi-family developments) is assumed to facilitate housing in the moderate-income category; and,
- A density of 30 or more du/acre (primarily for higher density multi-family developments) is assumed to facilitate housing in the very low- and low-income category.

Rezoning to Accommodate the RHNA

In addition to vacant and nonvacant parcels, the City completed a rezone (e.g., commonly referred to "up-zoning") of 16 residential parcels that will support affordable housing densities. For example, the rezone of low-or-medium densities (5-10 du/ac) to higher density zones, can accommodate low-income development at 30 du/ac. The City has identified eligible sites and locations throughout the City that have

been incorporated into the 6th RHNA Cycle Housing Element Update. The sites inventory of residential capacity can be found in Appendix B of the Housing Element. As indicated in Appendix B, the remaining RHNA as shown in Table 2 above, is fully met by the rezone of the aforementioned 16 parcels.

In compliance with the last Housing Element Cycle Update (5th Cycle), Title 17 (Zoning) of the Banning Municipal Code was amended to introduce a new residential zoning classification of Very High Density Residential (VHDR) having a density range from 19 to 24 units per acre. This classification was defined in Title 17 of the BMC, but development standards were never adopted. Pursuant to requirements of the 6th Cycle Housing Element, a Zoning Text Amendment (ZTA) will be required to increase the upper density threshold to 30 units per acre, consistent with the default density required for affordable housing as determined by the State of California. The ZTA will also introduce development standards such as required setbacks, maximum lot coverage, and maximum height. The City will introduce VHDR as a new General Plan land use category that will be included in the Land Use Element Update currently underway on a separate schedule. This new category would support up to 30 du/ac and could facilitate the future development of lower-income units. This new land use designation is a recommended program of the Housing Element that will be implemented on or before the conclusion of HCD's Housing Element certification review.

Revisions to the Draft Housing Element

The Draft Housing Element has been reviewed, revised, and updated over several iterations to address comments raised by HCD in comment letters received from February 2022 through July 2023 (Attachment 3). Major topics of concern to HCD (see Attachment 4, Comment Tracker) that have been addressed include:

- Sites Inventory and Analysis – Realistic Capacity: Prior analysis relied upon assumptions made on vacant and nonvacant sites and their potential to develop at a certain percentage of maximum densities. HCD expressed concern over the assumptions used. However, in 2022, the City rezoned 12 properties from Low Density Residential, Medium Density Residential, and High Density Residential to Very High Density Residential; and removed an Affordable Housing Overlay (AHO) from 4 High Density Residential properties. The Banning Municipal Code requires new development projects to meet at least the lowest density threshold for a project to garner Project approval. Under current zoning requirements for the VHDR zone, the existing density threshold is from 19 to 24 units per acre. Using the higher current density threshold of 24 units per acre for these rezoned parcels, combined with Pipeline projects identified in Table 41, and as indicated in Appendix B, the RHNA for lower-income households can be met with the recently rezoned sites. Moreover, a proposed ZTA to be completed in January 2024 will change the maximum density threshold for VHDR to 30 units per acre, consistent with the State's default density threshold. This will yield even more affordable units giving the City a substantial "cushion" to meet its 6th Cycle RHNA.
- Sites Inventory and Analysis – Suitability of Nonvacant Sites: HCD expressed dissatisfaction that assumptions made regarding capacity analysis of nonvacant sites was not supported by substantial empirical evidence or based on local area trends. This is largely due to a lengthy period of time where the City of Banning experienced little to no new residential development. With no firm examples to support potential carrying capacity of nonvacant sites, Programs are recommended to encourage the development of underutilized residential sites by 2025. Due to rezones already completed and discussed above, the Housing Element has demonstrated that the 6th Cycle RHNA can be met with current vacant inventory. As a result, nonvacant sites have been removed from the analysis to meet the City's RHNA obligation, but the future development of nonvacant sites continues to be an important topic for the future orderly development of the City. Policies and programs to support this shall be investigated in the next year.

- Zoning for a Variety of Housing Types: Complete a ZTA to allow Emergency Shelters by right (nondiscretionary action) in the Public Facility Zone by January 2024.
- New Legislation: Address implementation of AB 2339 by incorporating newly adopted state mandates for emergency shelters into Title 17 (Zoning) of the Banning Municipal Code by January 2024.
- Governmental Constraints on Housing for Persons with Disabilities: Complete a ZTA to allow group homes in all residential zones in line with similar uses, by January 2024. For example, small residential care facilities are currently permitted by right in all residential zones, but large residential care facilities are only permitted in the MDR and HDR zones upon approval of a Conditional Use Permit.
- Program 9. Zoning Ordinance Monitoring: Complete a ZTA to ensure that parking requirements for emergency shelters are compliant with AB 139 by January 2024.
- Quantified Objectives: Programs 2, 4, and 5 of the Housing Element have been revised to recommend outreach programs, amend Title 17, Zoning of BMC, and address rehabilitation, conservation and preservation of housing stock for all income levels.
- Other, Rezoning: Completed in 2022, fully satisfies 6th Cycle RHNA. Additional rezoning to occur in 2024 pursuant to Land Use Element update.
- Affirmatively Furthering Fair Housing: Site selection for affordable housing rezoning (Appendix B) took into consideration desired concepts for AFFH. For example, each site is under 10 acres in size to avoid overconcentration of lower-income families in large-scale projects. The selected sites are dispersed citywide to offer lower-income households the opportunity to live in different parts of the City. Not all desired elements attractive for meeting AFFH requirements are available at each site, such as proximity to grocery stores, transit stops, City parks, and schools. However, each site can boast a combination of such desired elements and future residents can decide which of these offerings are most important to them when they choose where to live. As the City continues to grow, more of these types of amenities will become available. Program 26 of the Housing Element has committed to further developing programs, zoning amendments, and community outreach efforts by 2026.

At the time this report was prepared, *HCD was not able to accommodate staff with an informal review as requested* in a letter sent to HCD on September 21, 2023. However, City staff is confident that the revised Housing Element fully satisfies all of HCD's prior comments and concerns.

Planning Commission Review

The 6th Cycle Housing Element Update was publicly noticed for the November 1, 2023 Planning Commission Meeting, however, due to a lack of quorum, the public hearing was continued to the next regularly scheduled meeting. On December 6, 2023, the Planning Commission conducted the public hearing, heard staff's presentation, provided an opportunity for public comment, closed the public hearing, and after considering all of the information presented in the public record recommended that the City Council adopt a Notice of Determination that the Project is consistent with the previously adopted Negative Declaration prepared for the 6th Cycle Housing Element, and recommended the City Council readopt the Housing Element and submit to HCD for Certification review.

CEQA COMPLIANCE:

Pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, an Initial Study/Negative Declaration (IS/ND) was prepared to evaluate the environmental impacts of the Housing Element and related General Plan Amendment. The results of the Initial Study found there are no significant impacts to the environment and the Negative Declaration was adopted by the City Council in November 2021. Subject to Section 16162 (Subsequent EIRs and Negative Declarations) of the CEQA Guidelines, no further analysis is required.

ENVIRONMENTAL DETERMINATION:

California Environmental Quality Act (CEQA)

Planning Division staff has determined that the proposed project will not have a significant impact on the environment and no mitigation is recommended or required. Staff has prepared and will file a Notice of Determination pursuant to Section 15075 of the California Environmental Quality Act and CEQA Guidelines within 5 working days of the City's approval of the project.

PUBLIC COMMUNICATION:

The proposed update of the 6th Cycle Housing Element was advertised in the Record Gazette newspaper, December 29, 2023. As of the date of this report, staff has not received any written comments in favor of or opposed to the project.

JUSTIFICATION:

California Government Code Section 65302 requires the General Plan to consist of seven State-mandated elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety Elements. The Housing Element is one of the seven State-mandated elements of the General Plan and must be updated every 8 years, unless otherwise mandated by California Government Code Section 65581. Failure of the City to comply with Housing Element Update Cycles can lead to severe repercussions including fines, and the inability to apply for grants and other public funding.

FISCAL IMPACT:

The Project is within the confines of the budget for the amended consultant contract. There is no anticipated fiscal impact if HCD certifies the readopted 6th Cycle Housing Element.

ALTERNATIVES:

1. The City Council may vote to readopt the 6th Cycle Housing Element and submit to HCD for Certification Review.
2. The City Council may revise the 6th Cycle Housing Element and direct staff to make the changes and submit to HCD for Certification Review.
3. The City Council may reject the 6th Cycle Housing Element and refer the item to the Planning Commission for additional recommendations as directed. Exercising this option could expose the City to non-compliance financial sanctions by HCD and other Federal, State and local jurisdictions.

ATTACHMENTS:

1. Resolution 2024-12.docx
2. Revised Adopted Banning Draft Housing Element_November 2023_wtihAppendices.pdf
3. HCD Notice of Violation 05-19-23.pdf
4. HCD Notice of Violation 07-20-23.pdf
5. Comment Tracker.docx
6. Response to HCD Noncompliance Letter 9-21-2023.docx
7. NOD 6th Cycle Housing Element Update.pdf

RESOLUTION 2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, MAKING AN ENVIRONMENTAL DETERMINATION UNDER CEQA AND APPROVING GENERAL PLAN AMENDMENT 23-2502, ADOPTING A NOTICE OF DETERMINATION THAT THE PROJECT IS CONSISTENT WITH A PREVIOUSLY ADOPTED NEGATIVE DECLARATION; AND ADOPTION OF THE 6TH CYCLE HOUSING ELEMENT UPDATE FOR THE PLANNING PERIOD OF 2021-2029

WHEREAS, California Government Code Section 65302(c) mandates that each city shall include a Housing Element in its General Plan. The proposed Housing Element Update is required to identify and analyze existing and projected housing needs and include statements of the City's goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing. In adopting the proposed Housing Element Update, the City must consider the economic, environmental, and economic factors, in addition to the community goals as set forth in the General Plan; and

WHEREAS, many of the policies and programs contained in the proposed Housing Element Update are intended to facilitate the preservation, maintenance, and improvement of the City's existing housing stock. These programs would not change development patterns or result in any environmental impacts. However, under State law each jurisdiction is also required to demonstrate that local land use plans and zoning regulations provide development opportunities to accommodate the jurisdiction's assigned fair share of the region's new housing needs. The process by which fair share housing needs are determined is called the "Regional Housing Needs Assessment" (RHNA). The RHNA is prepared by the Southern California Association of Governments (SCAG). Once the RHNA allocations are adopted by SCAG and accepted by the California Department of Housing and Community Development (HCD), they become final, and no changes or judicial review are permitted under State law; and

WHEREAS, the RHNA identifies Banning's share of the regional housing need for the October 15, 2021 through October 15, 2029 projection period as 1,673 units. This total includes 155 extremely-low-income units, 162 very-low-income units, 193 low-income units, 280 moderate-income units, and 883 above-moderate-income units. State law requires the City to demonstrate the availability of adequate sites with appropriate zoning to accommodate the need for various types of housing units commensurate with the RHNA; and

WHEREAS, the City Council is authorized under Chapter 17.64 of the Banning Municipal Code to approve General Plan Amendment 23-2502 for the adoption of the 6th Cycle Housing Element Update for the 2021-2029 planning period; and

WHEREAS, on November 9, 2021, the City Council approved General Plan Amendment 21-2504 and the Negative Declaration prepared for the Project; and

WHEREAS, on November 18, 2021 the adopted 6th Cycle Housing Element was transmitted to the California Department of Housing and Community Development (HCD) for Certification review; and

WHEREAS, on February 8, 2022, HCD notified the City of Banning that the 6th Cycle Housing Element Update was not certified and that corrections were necessary to achieve compliance with State law; and

WHEREAS, City staff and the City's Housing Element consultant worked diligently and met with HCD staff on multiple occasions to address the concerns expressed by HCD in it's initial comment tracker, subsequent meetings, and informal reviews of the 6th Cycle Housing Element Update; and

WHEREAS, on November 24, 2023, notice of a public hearing before the Planning Commission was published in the Record Gazette newspaper to consider General Plan Amendment 23-2502, a revised draft of the 6th Cycle Housing Element Update (also referred to herein as "the Project"); and

WHEREAS, on December 6, 2023, the Planning Commission held a public hearing on the Project, at which time all persons interested in the proposed Project had an opportunity to address the Planning Commission regarding the Project, and following discussion of the Project, the Planning Commission voted to recommend approval of the Project to the City Council; and

WHEREAS, on December 29, 2023, notice of a public hearing before the City Council was published in the Record Gazette newspaper to consider the Project; and

WHEREAS, on January 9, 2024, the City Council held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, proposed General Plan Amendment 23-2502 and a Notice of Determination that the Project is consistent with a previously adopted Negative Declaration for the Project.

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

SECTION 1. The City Council of the City of Banning does hereby find and determine that the facts set forth in the preceding recitals are true and correct.

SECTION 2. A copy of General Plan Amendment 23-2502, a revised draft of the 6th Cycle Housing Element Update is attached as Exhibit A to this Resolution and is hereby incorporated as if set forth in full.

SECTION 3. California Environmental Quality Act and Multiple Species Habitat Conservation Plan Findings. The City Council of the City of Banning does hereby find and determine as follows:

A. CEQA. Pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, City staff prepared an Initial Study of the potential environmental effects of the proposed Housing Element Update (the "Project"). Based on the findings contained in that Initial Study, City staff determined that there was no substantial evidence that the Project would have a significant effect on the environment. Based on that determination, a Negative Declaration was prepared. In accordance with Government Code Sections 65353, 65355, and 65090, on September 7, 2021, the City published a Notice of Intent to adopt a Negative Declaration by announcing the 20-day circulation period for public review and comment on the Negative Declaration. The Negative Declaration was circulated for public review beginning September 7, 2021 and ending on October 6, 2021. The City received no comments on the published Draft Negative Declaration. The City Council has reviewed the Negative Declaration and all comments received regarding the Negative Declaration and, based on the whole record before it, finds: (i) that the Negative Declaration was prepared in compliance

with CEQA; and (ii) that there is no substantial evidence that the Project will have a significant effect on the environment. The City Council further finds that the Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopted the Negative Declaration on November 9, 2021.

General Plan Amendment 23-2502 is an updated and revised Housing Element which addresses the concerns expressed by HCD during the Certification review process. Based on the entirety of the administrative record regarding the Project, the City Council hereby finds, in its independent judgment that none of the issues described and discussed in the previously adopted Negative Declaration have changed or otherwise been impacted and that under Section 15162 of the California CEQA Guidelines, the Project requires no further analysis. The custodian of records for the Initial Study, Negative Declaration, Notice of Determination, and all other materials which constitute the record of proceedings upon which the City Council's decision is based is the City of Banning Community Development Department. Copies of those documents are available for public review at Banning City Hall and Banning Public Library.

B. Multiple Species Habitat Conservation Plan (MSHCP). The Project is not subject to MSHCP as the Project is a policy document guiding programs that will be implemented after the proposed Housing Element Update is certified by HCD.

SECTION 4. Findings for Recommendation of Approval of General Plan Amendment 23-2502: The City Council of the City of Banning does hereby find and determine that General Plan Amendment 23-2502 should be approved in accordance with the following findings:

Finding No. 1: That the proposed amendment is internally consistent with the General Plan.

Findings of Fact: California Government Code Section 65302 requires that a General Plan consist of seven (7) State-mandated elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. The proposed Housing Element Update is one of the seven State-mandated elements of the General Plan and must be updated every four, five, or eight years as mandated by California Government Code Section 65581. Sites for residential development are commensurate with the Regional Housing Needs Assessment (RHNA) for the 2021-2029 planning period. The proposed programs contained within the proposed Housing Element Update will cause a future amendment of the General Plan Land Use Element, consistent with the City's RHNA, by designating sufficient sites for housing development at appropriate densities to accommodate the projected needs of lower-income households in the City of Banning.

Finding No. 2: That the proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Findings of Fact The proposed Housing Element Update will encourage and facilitate the maintenance, improvement, and development of housing needed to serve the City's current and projected population during the 2021-2029 planning period, as required by State law. Further, the Initial Study/Negative

Declaration prepared for the proposed Housing Element Update concludes that the proposed Update will not result in any new significant environmental impacts.

Finding No. 3: That the proposed amendment would maintain the appropriate balance of land uses within the City.

Findings of Fact: State law requires each city to identify adequate sites for housing commensurate with the Regional Housing Needs Assessment (RHNA). The proposed Housing Element Update, and future amendment of the Land Use Element after certification of the proposed Housing Element Update by HCD, will ensure an appropriate balance of land uses by designating sufficient sites for housing consistent with the City's RHNA for the 2021-2029 planning period.

Finding No. 4: That in the case of an amendment to the General Plan Land Use Map, the subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints), for the requested land use designation(s) and the anticipated land use development(s).

Findings of Fact: Pursuant to CEQA, an Initial Study/Negative Declaration (IS/ND) was prepared for the proposed Housing Element Update when it was adopted by the City Council on November 9, 2021. The IS/ND concluded that with the mitigation measures identified in the previously adopted General Plan Environmental Impact Report, development of the sites will not result in new significant impacts regarding access, utilities, land use compatibility or other potential environmental effects. A Notice of Determination has been prepared for GPA 23-2502 because the project is consistent with the previously adopted IS/ND, and no further analysis is required.

SECTION 5. APPROVAL OF GENERAL PLAN AMENDMENT 23-2502: Based on the foregoing, the City Council of the City of Banning hereby approves General Plan Amendment 23-2502, adopting the revised 6th Cycle Housing Element Update, attached hereto as Exhibit A.

SECTION 6. HCD CERTIFICATION PROCESS: Following adoption of this Resolution, a copy of the adopted 6th Cycle Housing Element Update shall be posted on the City's website for public review and comment for a minimum of seven days prior to submittal to HCD for Certification review. Any comments received during that time shall be transmitted to HCD with the adopted copy of the adopted 6th Cycle Housing Element Update. In the event that HCD requires minor modifications to the text, tables, exhibits, or appendices of the 6th Cycle Housing Element Update, the City Council hereby authorizes City staff to complete any such revisions and resubmit directly to HCD for Certification Review.

SECTION 7. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 8. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-12, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Revised 6th Cycle Housing Element Update

City of Banning

Housing Element

2021-2029

City of Banning
99 East Ramsey Street
Banning, California 92220

Table of Contents

1 Introduction 1
1.1 City Profile 1
1.2 Purpose of the Housing Element 1
1.3 Relationship to Other General Plan Elements 1
1.4 Organization of the Housing Element 3
1.5 Sources of Information 3
1.6 Public Participation 3
2 Housing Needs Assessment 7
2.1 Population Characteristics 7
2.2 Population Growth 7
2.3 Age Characteristics 8
2.4 Race and Ethnicity 9
2.5 Economic Characteristics 9
2.6 Household Characteristics 11
2.7 Overcrowding 12
2.8 Income Distribution 13
2.9 Special Needs Groups 15
2.10 Persons with Disabilities (including Developmental Disabilities) 17
2.11 Persons with Developmental Disabilities 18
2.12 Large Households 19
2.13 Female-Headed Households 19
2.14 Residents Living below the Poverty Line 20
2.15 Farmworkers 22
2.16 Persons Experiencing Homeless 22
2.17 Housing Stock Characteristics 24
3 Housing Constraints 35
3.1 Market Constraints 35
3.2 Governmental Constraints 37
3.3 Residential Development Standards 40
3.4 Housing for Persons with Special Needs 42
3.5 Affirmatively Furthering Fair Housing (AFFH) 54
3.6 Governmental Constraints 55
3.7 State Tax Policies and Regulations 60
3.8 Infrastructure and Environmental Constraints 60

4 Housing Resources 65
4.1 Future Housing Needs 65
4.2 Credits Toward RHNA 66
4.3 Specific Plan Areas 67
4.4 Remaining RHNA 69
4.5 Adequacy of Residential Sites Inventory in Meeting RHNA 73
4.6 Availability of Infrastructure and Services 73
4.7 Financial Resources 75
4.8 Administrative Resources 76
5 Review of Past Accomplishments 79
6 Housing Plan 87
6.1 Goals and Policies 87
6.2 Housing Programs 90
7 References 121

Tables

Table 1 Population Growth 7
Table 2 Age Characteristics 8
Table 3 Race and Ethnicity 9
Table 4 Jobs Held By Banning residents 10
Table 5 Major Employers in Riverside County 11
Table 6 Household Characteristics 12
Table 7 Average Household Size and Overcrowded Households 13
Table 8 Households by Income Category 13
Table 9 Special Needs Groups in Banning 16
Table 10 Persons Age 65 and Over 16
Table 11 Persons with Disabilities by Age Group in Banning 17
Table 12 Large Households 19
Table 13 Single-Parent Households 20
Table 14 Unsheltered Persons in Banning and Surrounding Cities 23
Table 15 Homeless Assistance Programs 24
Table 16 Housing Unit Growth (2000 to 2019) 25
Table 17 Housing Unit Type 25
Table 18 Average Household Size (2000-2019) 26
Table 19 Housing Unit Size 26
Table 20 Substandard Housing Units 27
Table 21 Changes in Median Home Sale Prices and Values (2019-2020) 28
Table 22 Average Monthly Rent 29

Table 23 Housing Affordability Matrix - Riverside County 30
Table 24 Housing Assistance Needs of Lower-Income Households 32
Table 25 Assisted Housing Developments in Banning 33
Table 26 Disposition of Loan Applications 37
Table 27 Land Use Designations and Zoning Districts 39
Table 28 Citywide Development Standards 41
Table 29 Citywide Parking Requirements 41
Table 30 Rancho San Gorgonio Specific Plan Development Standards 42
Table 31 Rancho San Gorgonio Specific Plan Parking Requirements 42
Table 32 Provisions for a Variety of Housing Opportunities 43
Table 32 Vacant Parcels in the AI Zone for Emergency Shelters 48
Table 33 Development and Planning Fees 56
Table 34 Housing Needs for 2021-2029 65
Table 35 Remaining 2021-2029 Share of Regional Housing Needs 66
Table 36 Planned or Approved Units (2023) 67
Table 37 Adequacy of Residential Sites Inventory 73
Table 38 Quantified Housing Objectives (2013-2021) 80
Table 39 Review of Past Accomplishments 80
Table 40 Quantified Housing Objectives (2021-2029) 119

Figures

Figure 1 Geographic Location 2
Figure 2 Median Household Income 14
Figure 3 Median Annual Household Income 15
Figure 4 Age of Housing Stock 27
Figure 5 Median Home Prices Sales (2021) 28
Figure 6 Vacant Residential Parcels 71

Appendices

Appendix A Public Outreach
Appendix B Sites Inventory
Appendix C Affirmatively Furthering Fair Housing (AFFH)

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1 Introduction

1.1 City Profile

Incorporated in 1913, the City of Banning (herein referred to as "City") is a growing city that has maintained its small-town atmosphere. Initially serving as a stagecoach and railroad stop between the Arizona territories and Los Angeles, the City had a 2020 population of 31,125 residents.

The City of Banning is located in the San Gorgonio Pass Region of western Riverside County, approximately 21 miles east of the City of Riverside. The US Interstate-10 (I-10) corridor runs east-west through the City. Surrounding locations include the City of Beaumont to the west, the Morongo Indian Reservation to the northeast, and the town of Cabazon to the east. The City of Banning encompasses about 23.1 square miles. Most of the City's urban development is residential and commercial, concentrated between north of I-10 and south of the San Bernardino Mountains. Public and private open spaces are interspersed throughout the City. Commercial and industrial land uses are generally clustered along I-10 and the Union Pacific Railroad, and near the Banning Municipal Airport.

Banning is well known for its picturesque qualities, nestled between the majestic San Gorgonio and San Jacinto mountains – the two tallest peaks in Southern California. The community enjoys a quiet, rural lifestyle with nearby outdoor opportunities.

1.2 Purpose of the Housing Element

According to California Government Code Section 65302, the General Plan is required to consist of seven State-mandated elements, including land use, circulation, housing, conservation, open space, noise, and safety. The Housing Element is one of the seven State-mandated elements of the General Plan and must be updated every four, five, or eight years as mandated by California Government Code Section 65581. The purpose of the Housing Element is to craft a comprehensive strategy for providing safe, decent, and affordable housing within the community. The Housing Element has two main purposes:

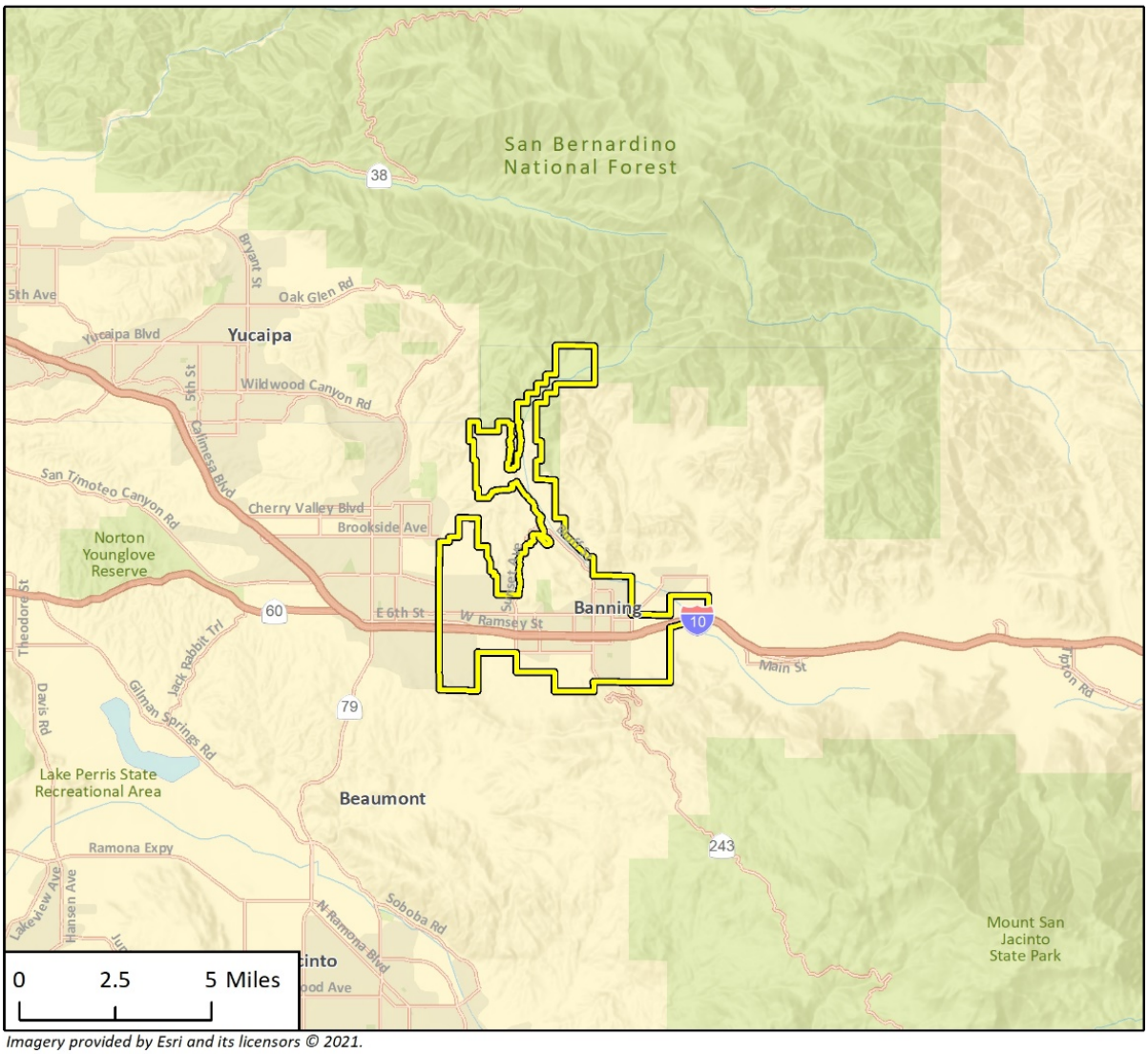
- To provide an assessment of both current and future housing needs and constraints in meeting these needs; and
- To provide a strategy that establishes housing goals, policies, and programs.

This Housing Element represents the City of Banning's 6th Housing Element cycle and will be carried out from 2021 through 2029.

1.3 Relationship to Other General Plan Elements

The City of Banning's General Plan was adopted in 2006 and was last updated in 2019. The General Plan is comprised of the following elements: Land Use; Economic Development; Circulation; Parks and Recreation; Housing; Water Resources; Open Space and Conservation; Biological Resources; Archaeological and Historic Resources; Air Quality; Energy and Mineral Resources; Geotechnical; Flooding and Hydrology, Noise; Wildland Fire Hazards; Hazardous and Toxic Materials; Water, Wastewater, and Utilities; Public Building and Facilities; Schools and Libraries; Police and Fire

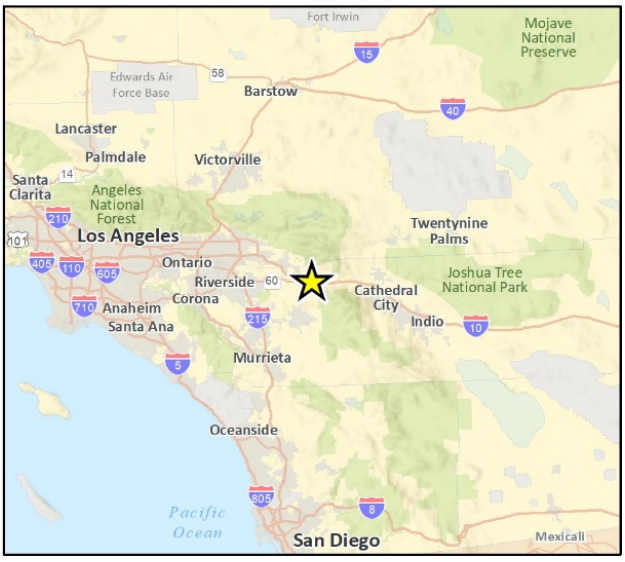
Figure 1 Geographic Location



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City of Banning Boundary

N



Protection; and Emergency Preparedness. California Government Code Section 65583 (c) requires the Housing Element to maintain internal consistency with other General Plan Elements. At this time, the Housing Element is being updated in conformance with the 2021-2029 update cycle for jurisdictions in the Southern California Association of Governments (SCAG) region in addition to the California Government Code requirements. The Housing Element builds upon policies set forth in the other General Plan elements; for instance, the Land Use Element establishes policies regarding the amount, intensity, and distribution of residential uses. The City will maintain and ensure internal consistency among General Plan elements as portions of the General Plan are amended.

1.4 Organization of the Housing Element

The Banning Housing Element is comprised of the following major components:

- Introduction: a brief overview of the purpose and background for the Housing Element.
- Community Profile: an assessment of the City's demographic and housing market characteristics and their correlation to housing needs in the community.
- Constraints to the Provision of Housing: an analysis of the various market, governmental, and environmental constraints in the City and their impact on the development and preservation of housing in Banning.
- Housing Opportunities and Resources: an inventory of land, financial, and administrative resources available to facilitate housing development in the City. Opportunities for energy conservation are also discussed.
- Housing Plan: An outline of the City's proposed actions and objectives over the next eight years in addressing the housing needs of the community and complying with State law.

1.5 Sources of Information

This Housing Element was updated with various sources of data, including:

- Census Bureau and American Community Survey (ACS)
- Department of Finance (DOF)
- Southern California Association of Governments (SCAG)
- Home Mortgage Disclosure Act (HMDA) lending data
- Regional Homeless Point-in-Time Count
- State Department of Social Services database on residential care facilities
- State Employment Development Department (EDD) data on wage and labor statistics

1.6 Public Participation

The City of Banning values community input and offers various opportunities for residents and community stakeholders to provide input on housing and community development issues. The following summarizes the City's community outreach efforts during the Housing Element development process.

The City hosted a webpage dedicated to the Housing Element Update: https://banningca.gov/428/Housing-Element. The webpage offered an informational flyer about the

Housing Element Update in English and Spanish. A record of the webpage and the flyer is included in Appendix A. The website has a "select language" feature which allows translation in a multitude of languages.

On April 13, 2021, the City conducted a joint Planning Commission and City Council study session for the Housing Element Update that was open to the public. Rincon provided a short presentation about the Housing Element update and led a question and answer session. The purpose of this meeting was to collect information and feedback from the Planning Commission, City Council, and community members on the Housing Element Update. There were no public comments provided at this session.

Additionally, the City hosted an online community engagement survey to collect input from Banning residents and housing and services providers. Due to the COVID-19 pandemic, and social distancing requirements in place during 2020 and 2021, it was not possible to survey the public in person. The survey was featured on the City's webpage as a splash announcement and was advertised on the City's Facebook page, with links to the surveys embedded in both advertisements The survey asked questions regarding current living situations and opinions on various housing issues and approaches. This survey was circulated from May 13, 2021 to June 30, 2021. A copy of the survey and the survey results are included in Appendix A. A total of 79 responses were received. The majority of respondents affirmed the following opinions:

- Respondents who own a single-family home would most likely consider adding an accessory dwelling unit (ADU) due to the ability to provide separate living quarters for someone in the family, inexpensive permitting fees, and a simple permitting process.
- Financial assistance programs such as rental assistance and down payment assistance programs, and having more housing types available, are the most effective approaches to provide the best options for housing in the City.
- The best approaches for providing housing are to have more housing types available in the City, and to offer financial assistance programs such as rental and down payment assistance.
- New housing should be located throughout the City.
- Areas within walking distance of public transit and commercial centers are the most suitable for high-density housing.
- The most effective ways that the City could provide housing opportunities for all incomes are to repurpose older or underutilized commercial centers and create less restrictive development standards for housing to be developed near commercial centers.

The City hosted a public workshop open to the community on June 2, 2021. A copy of the flyer for the workshop is included in Appendix A. Rincon provided a short presentation about the Housing Element update, survey results, and potential housing sites. Feedback from the joint session and community workshop identified the following issues and concerns:

- Concern regarding the provision of sufficient sites for feasible development and maintaining consistency with Senate Bill (SB) 330 (Housing Accountability Act) and SB 166 (No Net Loss) requirements.
- Request for consideration of potential funding sources for affordable housing development, including potential nexus with economic development opportunities (i.e. Banning's two designated Opportunity Zones).

The Draft Housing Element was available for public review from July 14, 2021 through September 27, 2021, and a revised version was made available from October 5, 2021 through October 25, 2021. The document was posted on the City's website and was promoted via social media. The public was invited to comment on the Housing Element during the July 14, 2021 Planning Commission meeting, and during the Planning Commission and City Council meetings held October 19, 2021, and November 9, 2021. No public comments were received during the public meetings.

As a response to comments received from the public survey and community workshop, the City developed a sites inventory of sites suitable for low-income housing development with a buffer of 17 percent of the RHNA allocation. The City also responded to the desire of the community to locate housing throughout the City, as reflected in the sites inventory which includes vacant residential parcels that are dispersed throughout the City. In response to public input, the sites inventory also concentrates potential rezone high-density residential sites generally near public transit stops. In addition, the majority of non-vacant residential sites that could be redeveloped are located in or near commercial centers and in the City's two Opportunity Zones for economic development.

Additionally, in response to public input from the survey and discussion regarding funding opportunities and concerns for affordable housing, the City will continue and/or expand programs to:

- Seek appropriate funding opportunities for affordable housing development.
- Address the regulatory, financial, and other constraints to developing supportive and affordable housing.

In February 2022 the California Department of Housing and Community Development (HCD) forwarded a letter with a comment tracker to the City. City staff worked to address the issues cited by HCD and submitted a revised draft Housing Element to HCD for an informal review in January 2023. In May 2023, HCD replied with a letter stating additional revisions were requested. In July 2023, HCD sent a non-compliance letter to the City of Banning which led to a September 20, 2023 meeting between HCD staff, City staff, and consulting staff to set a schedule for readoption of the Housing Element.

After the City received the informal review comments from HCD in May 2023, revisions were made to the final draft Housing Element, and a public workshop was held on August 18, 2023. During the workshop staff explained why HCD did not certify the Housing Element, what steps were needed to complete a revised final draft and introduced a proposed schedule for readoption. Approximately 12 people attended the 2-hour long workshop and were actively engaged, but no new issues or topics were discussed or recommended for inclusion. A second workshop was held before the Planning Commission on October 18, 2023.

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2 Housing Needs Assessment

Ensuring adequate housing for all Banning's present and future residents is a primary housing goal for the City. To realize this goal, the City must effectively target its programs and resources toward those households with the greatest need. This chapter discusses the characteristics of the City population and housing stock in order to better define the nature and extent of unmet housing needs in Banning.

2.1 Population Characteristics

Population characteristics affect the type and amount of housing needed in a community. Factors such as population growth, age and income distribution, and employment trends influence needs such as the type of housing needed and the ability to afford housing. The following section describes and analyzes the various population characteristics and trends that affect housing need.

2.2 Population Growth

Population characteristics affect the type and amount of housing needed in a community. Factors such as population growth, age and income distribution, and employment trends influence needs such as the type of housing needed and the ability to afford housing. The following section describes and analyzes the various population characteristics and trends that affect housing need.

As shown in Table 1, the City of Banning's population increased from 23,562 in 2000 to 29,603 in 2010. Between 2010 and 2020, the City grew by an additional 5.1 percent. Most of the City's growth occurred from 2000 through 2005, when the population increased by 20.1 percent and the growth rate significantly outpaced growth in the neighboring City of Calimesa; however, the City of Banning did not outpace growth countywide. The City grew more slowly when compared to the County and surrounding cities between 2000 and 2005 (20.1 percent vs. 27.9 percent).

Table 1 Population Growth

Jurisdiction	2000	2005	2010	2015	2020	Percent Change 2000-2005	Percent Change 2005-2010	Percent Change 2010-2020
Banning	23,562	28,301	29,603	30,542	31,125	20.1%	4.6%	5.1%
Beaumont	11,384	20,090	36,877	43,108	51,475	76.5%	83.6%	39.6%
Calimesa	7,139	7,601	7,879	8,289	9,329	6.5%	3.7%	18.4%
San Jacinto	23,779	31,811	44,199	46,923	51,028	33.8%	38.9%	15.5%
Moreno Valley	142,379	167,262	193,365	200,818	208,838	17.5%	15.6%	8.0%
Riverside County	1,545,387	1,975,913	2,189,641	2,315,706	2,442,304	27.9%	10.8%	11.5%

Source: SCAG Pre-Certified Local Housing Data 2020, SCAG Local Profiles Report 2019

2.3 Age Characteristics

A community's current and future housing needs are determined in part by the age characteristics of residents. Typically, each age group has distinct lifestyles, family types and sizes, ability to earn incomes, and housing preferences, and as people move through each state of life, housing needs and preferences change. Traditionally, both the young adult population (20-34 years of age) and the elderly population (65 years and over) tend to favor apartments, low to moderately priced condominiums, and smaller single-family units. Persons between 35-64 years old (and households with school-age children) usually provide the major market for moderate to high-cost apartments, condominiums, and larger single-family units, because they tend to have higher and/or dual incomes and larger household sizes. Table 2 shows the populations by age group in the City in 2014 and 2019. One of the most noticeable changes is the population of adults age 35-44, which increased by approximately 2.6 percent between 2014 and 2019 and has had a larger increase compared to other age groups. Seniors (aged 65+) made up the largest proportion of the population (approximately 27.4 percent) in 2019.

The number of residents under five years of age decreased approximately 0.3 percent between 2014 and 2019, while school-age residents (aged 5-19) increased 2.0 percent. The proportion of children and young adults (aged 25-34) decreased 0.3 percent in the City, while adults age 35-44 years saw a slight increase of 2.6 percent. The percent of population over age 45 decreased, corresponding with a decrease in the median resident age.

Table 2 Age Characteristics

	2014		2019		
Age Groups	Banning Residents	Percent of Total	Banning Residents	Percent of Total	Percent Change (2014-2019)
Preschool (under 5 years)	1,988	6.6%	1,962	6.3%	-0.3%
School Age (5-9 years)	1,545	5.1%	1,916	6.2%	1.1%
School Age (10-14 years)	1,538	5.1%	1,875	6.0%	0.9%
School Age (15-19 years)	1,865	6.2%	1,926	6.2%	0.0%
College Age (20-24 years)	2,031	6.7%	2,039	6.6%	-0.1%
Young Adults (25-34 years)	3,572	11.8%	3,565	11.5%	-0.3%
Adults (35-44 years)	2,567	8.5%	3,451	11.1%	2.6%
Adults (45-54 years)	3,466	11.4%	2,925	9.4%	-2.0%
Adults (55-59 years)	1,688	5.6%	1,600	5.1%	-0.5%
Adults (60-64 years)	1,553	5.1%	1,287	4.1%	-1.0%
Seniors (65+ years)	8,468	28.0%	8,526	27.4%	-0.6%
Total Population	**30,281**	**100.0%**	**31,072**	**100.0%**	
Median Age	45.1		41.5		

Source: American Community Survey 2010-2014, 2015-2019

Totals may not add up due to rounding.

2.4 Race and Ethnicity

As shown below in Table 3, Hispanic residents comprised the largest racial/ethnic group in Banning in 2019 (47 percent), followed by Non-Hispanic White residents (36 percent). Between 2014 and 2019, the rate at which the proportion of the Hispanic population grew (7.5 percent) was larger in comparison to that of any other racial/ethnic category. The City saw a slight increase in the proportion of the population that identified as Native American, Black or African American, other race alone, and two or more races between 2014 and 2019. In contrast, the proportion of the Asian American and Native Hawaiian and Other Pacific Islander populations slightly declined, and the proportion of the Non-Hispanic White population decreased by nearly 10 percent.

Table 3 Race and Ethnicity

	2014		2019		
Race/Ethnic Group	Banning Residents	Percent of Total	Banning Residents	Percent of Total	Percent Change (2014-2019)
White (Non-Hispanic)	13,905	45.9%	11,181	36.0%	-9.9
Black, Non-Hispanic	2,223	7.3%	2,416	7.8%	0.5
Native American	183	0.6%	815	2.6%	2.0
Asian	1,528	5.0%	1,402	4.5%	-0.5
Two or more	414	1.4%	408	1.3%	-0.1
Hispanic	11,965	39.5%	14,605	47.0%	7.5
Native Hawaiian and Other Pacific Islander	27	0.1%	5	0.0%	-0.1
Other Race Alone	36	0.1%	240	0.8%	0.7
Total	**30,281**	**100.0%**	**31,072**	**100.0%**	

Source: American Community Survey, 2010-2014, 2015-2019

Totals may not add up due to rounding.

2.5 Economic Characteristics

Employment has an important impact on housing needs. Incomes associated with different jobs and the number of workers in a household determines the type and size of housing a household can afford. Higher-paying jobs provide broader housing opportunities for residents, while lower-paying jobs limit housing options. In addition, employment growth is a major factor affecting the demand for housing in a community. In some cases, the types of jobs themselves can affect housing needs and demand (such as in communities with military installations, college campuses, and large amounts of seasonal agriculture).

2.5.1 Employment

The City had 9,761 employed residents, representing a labor force participation rate of 38.7 percent of persons 16 years and over. Table 4 shows the number of persons employed in each occupation sector and the corresponding percentage of the labor force. The unemployment rate was 4.0 percent compared to the County's unemployment rate of 4.5 percent. The largest occupation sector for Banning residents was educational, health care and social assistance, followed by retail trade and arts, entertainment, and recreation, accommodation, and food services.

The employment figures shown in the table below reflect conditions prior to 2020 (2015-2019 ACS data). The price paid for material and labor at any one time reflect short-term considerations of supply and demand. Costs and employment have moderated somewhat due to fluctuations that followed the 2008 downturn, and more recently, from supply accessibility during the COVID-19 pandemic. Future costs and employment are difficult to predict given the cyclical fluctuations in demand and supply that, in large part, are created by fluctuations in State and national economies. During the COVID-19 pandemic and closure orders from the County of Riverside beginning March 2020, the unemployment rate increased dramatically in the Riverside-San Bernardino-Ontario metropolitan area (the highest level at more than 15 percent in April 2020), but has steadily declined since December 2020 and the most current rate provided (May 2021) is approximately 7.0 percent (State of California 2021). These circumstances impact employment in regions differently, and therefore do not deter housing construction or employment in any specific community.

Table 4 Jobs Held By Banning residents

Occupation Sector	Number of Jobs	Percent of Total
Agriculture, forestry, fishing and hunting, and mining	102	1.0%
Construction	722	7.4%
Manufacturing	828	8.5%
Wholesale trade	282	2.9%
Retail trade	1,678	17.2%
Transportation and warehousing, and utilities	647	6.6%
Information	62	0.6%
Finance, insurance, real estate, and rental and leasing	328	3.4%
Professional, scientific, management, admin., and waste management	722	7.4%
Educational, Health care and social assistance	2,108	21.6%
Arts, entertainment, and recreation, accommodation, and food services	1,437	14.7%
Other services, except public administration	507	5.2%
Public Administration	338	3.5%
Total Employed Population	**9,761**	**100.0%**

Source: American Community Survey 2015-2019
Totals may not add up due to rounding.

Banning's proximity to I-10 makes this area an attractive location for firms seeking ready access to markets in Riverside County. A number of major employers are located in or near Banning. As shown in Table 5, major employers in and near the City include the County of Riverside, March Air Reserve Base, and University of California Riverside.

Table 5 Major Employers in Riverside County

Name of Employer	Number of Employees	Percent of Total County Employment	Type of Business
County of Riverside	21,215	2.1%	County Gov.
March Air Reserve Base	9,000	0.9%	Military
Univ. of Calif. Riverside	8,735	0.8%	Education
Kaiser Permanente Riverside Medical Center	5,592	0.5%	Medical
Corona-Norco Unified School District	4,989	0.5%	School District
Pechanga Resort & Casino	4,863	0.5%	Leisure/Hospitality
Riverside Unified School District	4,236	0.4%	School District
Hemet Unified School District	4,302	0.4%	School District
Eisenhower Medical Center	3,743	0.4%	Medical
Moreno Valley Unified School District	3,684	0.4%	School District

Source: Analysis of Impediments, 2019-2024

2.6 Household Characteristics

The Census defines a household as all persons who occupy a housing unit, which may include single persons living alone, families related through marriage or blood and unrelated individuals living together. Persons living in retirement or convalescent homes, dormitories or other group living situations are not considered households. Household type and size, income levels, the presence of special needs populations, and other household characteristics determine the type of housing needed by residents, their preferences, and their ability to obtain housing that meets their needs. For example, single-person households, typified by seniors or young adults, tend to reside in apartment units or smaller single-family homes. Families typically prefer and occupy single-family homes. This section details the various household characteristics affecting housing needs.

2.6.1 Household Composition and Size

Unlike most cities, senior headed households (households with two individuals with either or both age 62 or over) represented the majority (48.7 percent) of Banning's 10,885 households in 2020. Families with children comprised 27.4 percent of the City's households, less than neighboring Beaumont and San Jacinto (Table 6). Among the 10,885 households, 53.5 percent were single-person households, and households headed by seniors (65+) comprised another 48.7 percent. As a percentage of total households, single-person households accounted for a greater percentage of total households when compared to Beaumont, Calimesa, San Jacinto, and Moreno Valley. The proportion of senior-headed households in the City was larger than the County and smaller than the other surrounding cities.

Table 6 Household Characteristics

	Single Person Households	Senior Headed Households	Families with Children	Single-Parent Households	Large Households (Owner Occupied)	Large Households (Renter Occupied)
Banning	5,828	5,305	2,978	865	39.7%	60.3%
Beaumont	4,728	3,455	6,091	1,008	71.2%	28.8%
Calimesa	1,434	1,633	751	1,434	83.6%	16.4%
San Jacinto	5,263	3,384	5,830	1,238	64.3%	35.7%
Moreno Valley	19,024	7,125	25,385	5,009	60.1%	39.9%
Riverside County[1]	288,943	72,436	272,835	46,632	N/A	N/A

N/A = not available

[1] SCAG notes that 20 percent of Riverside County households were large households, but SCAG data does not show the percentage of renters versus owners.

Source: American Community Survey, 2015-2019, SCAG 2019

2.7 Overcrowding

The State Department of Housing and Community Development (HCD) defines an overcrowded household as one with more than one person per room, excluding bathrooms, kitchens, hallways, and porches. Overcrowding in households results from either a lack of affordable housing (which forces an increased number of persons to live together) and/or a lack of available housing units of adequate size.

Household size is a significant factor in housing demand. Often, household size can be used to predict the unit size that a household will select. For example, small households (one and two persons per household) traditionally can find suitable housing in units with up to two bedrooms while large households (five or more persons per household) can usually find suitable housing in units with three to four bedrooms. People's choices, however, also reflect preference and economics and many households extended beyond their financial means and purchased large homes. The U.S. Census defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens). Units with more than 1.5 persons per room are considered severely overcrowded.

Banning had an average of 2.72 persons per household in 2018, representing a small increase from 2010, when an average of 2.61 persons per household was recorded. The percent of overcrowded households in the City decreased from 13 percent in 2010 to 6.3 percent in 2018. The percent of overcrowded households in the City was slightly below the County's rate of 6.9 percent in 2019 and was far below the rate of nearby cities such as Moreno Valley and Beaumont. Table 7 shows the average household size in Banning, neighboring cities, and the County.

SCAG certified local housing data indicates that Banning has 196 owner-occupied and 518 renter-occupied households with more than 1.0 occupant per room, meeting ACS definition for overcrowding. This equates to 3.4 percent of owner-occupied households as overcrowded, and 18.5 percent of renter-occupied households as overcrowded.

Table 7 Average Household Size and Overcrowded Households

Jurisdiction	Average Household Size	Percent of Households That Are Overcrowded
Banning	2.69	6.3%
Beaumont	3.18	11.7%
Calimesa	2.71	2.2%
San Jacinto	3.72	6.4%
Moreno Valley	3.85	28%
Riverside County	3.28	6.9%

Source: SCAG Pre-Certified Local Housing Data 2020, ACS American Community Survey, 2015-2019.

2.8 Income Distribution

Household income is directly connected to the ability of a household to afford housing. As household income increases, the likelihood of homeownership increases. As household income decreases, households tend to pay a disproportionate amount of their income for housing and the likelihood of overcrowded conditions increases.

For planning and funding purposes, HCD has developed the following income categories based on the Area Median Income (AMI) of a metropolitan area:

- Extremely low-income: households earning up to 30 percent of the AMI
- Very low-income: households earning between 31 and 50 percent of the AMI
- Low-Income: households earning between 51 percent and 80 percent of the AMI
- Moderate-Income: households earning between 81 percent and 120 percent of the AMI
- Above Moderate-income: households earning over 120 percent of the AMI

Information on Banning household income distribution was taken from the SCAG RHNA Final Allocation Calculator, which used 2013-2017 ACS data. The calculator combines extremely low-income and very low-income categories. As shown in Table 8, approximately 36 percent of Banning households were considered extremely low or very low-income, which means they earned less than 50 percent of the AMI. Low-income households (50 to 80 percent AMI) comprised 24 percent of the City's households, while moderate and above-moderate income households comprised 40 percent of the City.

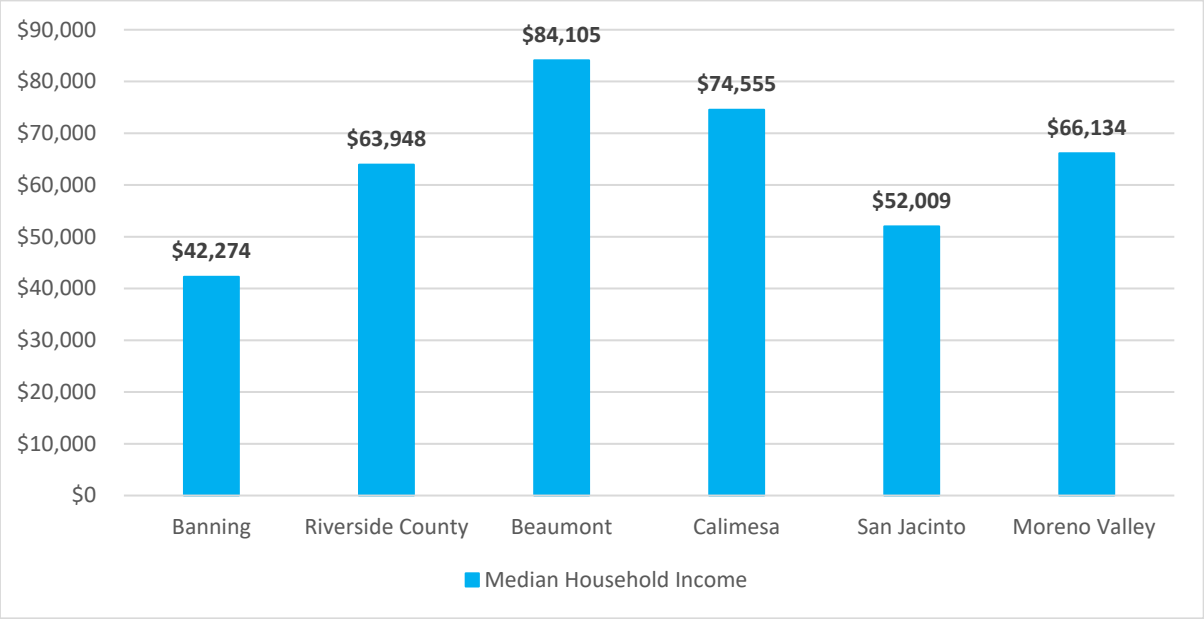
Table 8 Households by Income Category

Income Category	Percent
Extremely Low/Very Low (below 50% AMI)	36%
Low (50 to 80% AMI)	24%
Moderate (80 to 120% AMI)	19%
Above Moderate (above 120% AMI)	21%
Total	100.0%

Source: SCAG RHNA Final Allocation Calculator: https://scag.ca.gov/rhna (ACS 2013-2017 data)

Median household income in Banning is lower than the median household income of the County of Riverside and neighboring cities. The 2015-2019 ACS estimates that the median household income in Banning was $42,274, compared to $63,948 in the County. Figure 2 compares the median household income in Banning, Riverside County, and neighboring cities.

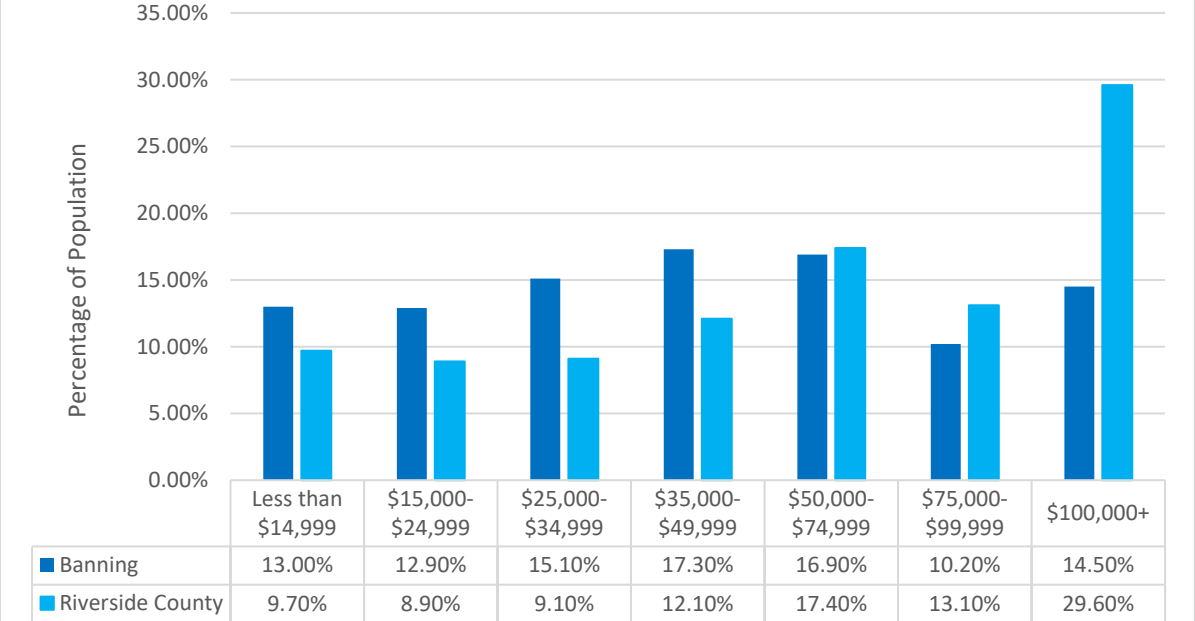
Figure 2 Median Household Income



Source: American Community Survey 2015-2019

As shown in Figure 3, approximately 25.9 percent of Banning's households had a median household income of less than $25,000, a larger share than for the County. In contrast, about 14.5 percent of Banning's households had a median household income of $100,000 or more, less than the nearly 30 percent of households in the County. Unlike the County, the City had a more even distribution of income levels, with the highest percentage of households with a moderate-income range between $35,000 to $49,999.

Figure 3 Median Annual Household Income



	Less than $14,999	$15,000-$24,999	$25,000-$34,999	$35,000-$49,999	$50,000-$74,999	$75,000-$99,999	$100,000+
Banning	13.00%	12.90%	15.10%	17.30%	16.90%	10.20%	14.50%
Riverside County	9.70%	8.90%	9.10%	12.10%	17.40%	13.10%	29.60%

Source: American Community Survey 2015-2019

2.9 Special Needs Groups

Certain segments of the population may have more difficulty in finding decent, affordable housing due to their special needs. Special circumstances may be related to employment and income, family characteristics, disability, household characteristics, or other factors. Table 9 lists special needs groups in Banning identified in this Housing Element: seniors, persons with disabilities, large households, single parents, people living in poverty, farmworkers, and people experiencing homelessness. Many of these groups overlap. Increasing the availability of affordable housing may alleviate housing insecurities among special needs groups, especially if located near public transportation and services.

Table 9 Special Needs Groups in Banning

Special Needs Group	Number of Persons or Households	Percent of Total Persons[1]	Percent of Total Households[2]
Persons with Disabilities	5,704 Persons	19.0	–
Elderly Households[3]	5,305 Households	–	48.7
Female-Headed Households	1,498 Households	–	13.8
Large Households[4]	1,349 Households	–	12.4
Households in Poverty	1,146 Households	–	10.5
Single-Parent Households	865 Households	2.7	–
Female-Headed Households with Children	769 Households	–	7.1
Farmworkers[5]	55 Persons	1.8	–
Unsheltered Persons	43 Persons	1.3	–

American Community Survey 2015-2019, SCAG Pre-Certified Local Housing Data 2020

[1] Population estimate of 31,125.

[2]10,885 total households.

[3]Federal housing data define a household type as 'elderly family' if it consists of two persons with either or both age 62 or over.

[4]Five or more members under one household.

[5]Total jobs: Farming, fishing, and forestry occupations.

Sources: 2020 Southern California Association of Governments (SCAG) Pre-Certified Local Housing Data, Banning; American Community Survey 2015-2019

The following sections provide a detailed discussion of the housing needs of each particular group and the existing programs and services available to address these needs.

2.9.1 Seniors

As a result of both income and rent changes in older age, severe housing cost burdens are more common among seniors, which can it difficult to find affordable housing. An estimated 8,526 persons age 65 and over reside in Banning, accounting for approximately 27 percent of the population, which is twice the proportion of seniors per population in Riverside County as a whole. SCAG identified 720 of the senior-headed households in Banning were renters (13.6 percent), while 4,585 owned their home (86.4 percent) (SCAG 2020). Federal housing data define a household type as 'elderly family' if it consists of two persons with either or both age 62 or over. Table 10 compares the share of senior populations for Banning, the County, and surrounding cities.

Table 10 Persons Age 65 and Over

Jurisdiction	Total Population	Age 65+	Percent Age 65+
Banning	31,072	8,526	27.4
Beaumont	47,144	6,341	13.5
Calimesa	8,814	2,394	27.2
San Jacinto	47,989	5,466	11,4
Moreno Valley	207,289	17,733	8.5
Riverside County	2,411,439	340,575	14.1

Source: American Community Survey 2015-2019

Housing cost burdens for seniors can be exacerbated by disabilities. Approximately 10 percent of Banning's senior population has one or more disabilities, according to the 2015-2019 ACS.

Resources for Seniors

The special needs of seniors can be met through a range of services, including congregate care, rent subsides, shared housing, and housing rehabilitation assistance. For the elderly who are frail or have disabilities, housing can be modified with features that help ensure continued independent living arrangements.

Several licensed care facilities that provide assisted living, nursing care, and general services to seniors are located in Banning. The City does not regulate residential care homes for six or fewer persons; such homes are permitted by right in all residential zones as regular residential uses. Residential care homes for more than six persons are permitted in Medium-Density Residential (MDR) and High-Density Residential (HDR) zones, subject to a conditional use permit and additional requirements that provide clear guidance for the development of such facilities.

2.10 Persons with Disabilities (including Developmental Disabilities)

Physical, mental, and/or developmental disabilities may provide challenges to gaining employment or conducting self-care or mobility. Thus, persons with disabilities may experience housing burdens and challenges due to restricted income and/or accessibility needs. Persons with extreme disabilities may require housing in a supportive or institutional setting. According to ACS data, 5,704 residents had one or more disabilities, approximately 18.4 percent of Banning's population. Table 11 shows the number of persons with disabled persons by age group.

Table 11 Persons with Disabilities by Age Group in Banning

	Number of Disabilities Tallied			
	Age 5 to 17	Age 18 to 64	Age 65+	Total
Persons with Disabilities	419	2,091	3,194	5,704

Note: Includes persons with one or more disabilities

Source: ACS 5-Year Estimates, 2015-2019

Housing needs for persons with disabilities depends on the severity of the disability(ies). For persons with disabilities who live independently or with other family members, independent living can be supported with special housing features, financial support, and in-home supportive services.

Housing for persons with disabilities must be adapted according to individual needs. Various types of housing may be inaccessible to persons with mobility and sensory limitations. Housing may need to be adapted to accommodate widened doorways and hallways, access ramps, larger bathrooms, lowered countertops, and other features necessary for accessibility, and many housing types may not have suitable space for such adaptations. Location of housing is also an important factor for persons with mobility restrictions who rely on public transportation for travel.

2.11 Persons with Developmental Disabilities

State law requires the Housing Element to discuss the housing needs of persons with developmental disabilities. As defined by federal law, "developmental disability" means a severe, chronic disability of an individual that:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- Is manifested before the individual attains age 18;
- Is likely to continue indefinitely;
- Results in substantial functional limitations in three or more of the following areas of major life activity: a) self-care; b) receptive and expressive language; c) learning; d) mobility; e) self-direction; f) capacity for independent living; or g) economic self- sufficiency; and
- Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

Many persons with developmental disabilities can live and work independently in a conventional housing environment. More severely disabled individuals require a group living environment with supervision. The most severely affected individuals may require an institutional environment with medical services and physical therapy. Many persons with developmental disabilities require supportive services during the transition from childhood to a more independent living situation as an adult.

The State of California Department of Developmental Services Regional Center and Early Start Consumers lists the number of persons with developmental disabilities by zip code. As of December 2020, the number of youth (0-17 years of age) and adult (18 years or older) persons with developmental disabilities were reported for the following zip codes that overlap with the City's boundaries:

- 92220: youth – 92; adults – 123
- 92223: youth – 262; adults – 217

In total, there are 354 youth and 340 adults with disabilities in these two zip codes; however, the 92220 zip code encompasses most of the City.

Resources for Persons with Disabilities

State and federal legislation mandates that a percentage of units in new or substantially rehabilitated multi-family apartment complexes must be made accessible to individuals with limited physical mobility. For example, accessibility requirements for federally assisted housing with five or more units requires at least five percent of the dwelling units to be accessible for persons with mobility disabilities. The City does not regulate residential care homes for six or fewer persons; such homes are permitted in all residential zones as regular residential uses. Residential care homes for more than six persons are permitted in the MDR and HDR zones, subject to a conditional use permit and additional requirements that provide clear guidance for the development of such facilities. The City also offers flexibility with development standards and reasonable accommodations for housing development projects that propose housing affordable to seniors and persons with disabilities.

2.12 Large Households

Large households are defined as those consisting of five or more members under one household. These households are defined as a special needs group due to the limited supply of adequately sized and affordable housing units. To save for other basic necessities such as food, clothing, and medical care, lower-income large households tend to reside in smaller housing units, resulting in overcrowding and accelerated unit deterioration.

Table 12 compares the percent of large households in Banning to Riverside County as a whole, divided by homeowners and renters. The percentage of large households in Banning was approximately eight percent less than the County as a whole. As shown below, 1,349 large households in Banning comprise 12.4 percent of the total households, with 813 of these households being renters (approximately 60.3 percent) and 536 being homeowners (approximately 39.7 percent). According to the 2015-2019 ACS, there are 1,134 housing units in the City that are sufficient for large households (four or more bedrooms), which is 215 fewer than what is needed to accommodate all large households in the City. The ACS does not provide the tenure of household by number of bedrooms.

Table 12 Large Households

	Large Households		Homeowners		Renters	
Jurisdiction	Number	Percent of Total Households	Number	Percent of Large Households	Number	Percent of Large Households
Banning	1,349	12.4	536	39.7	813	60.3
Riverside County	143,669	20.0	NA	NA	NA	NA

Source: SCAG Profile of Riverside County, 2019; SCAG Local Pre-Certified Housing Data Banning, 2020

Resources for Large Households

Lower and moderate-income large households can benefit from affordable housing programs. These include the City's Down Payment Assistance Program, Mortgage Credit Certificate program, affordable housing development assisted with City, State, and federal funds.

2.13 Female-Headed Households

Single-parent families, particularly female-headed families with children, often require special consideration and assistance because they have a higher housing cost burden relative to the general population and may require accessible day care, health care, and other supportive services. Female-headed families with children are a particularly vulnerable group because they must balance the needs of their children with work responsibilities, often while earning limited incomes.

Of Banning's 10,885 total households, 13.8 percent are female-headed. As shown below in Table 13, an estimated 7.9 percent of Banning households are headed by single parents with a majority of those households headed by women (7.1 percent of total households). This share is higher than the County as a whole, where approximately 4.8 percent of households are single-parent, female-headed households. Approximately 1.1 percent of total households in Banning are female-headed and with children under six years of age.

Table 13 Single-Parent Households

	Total Households	Single-Parent Households	Percent of Total Households	Female-Headed Single-Parent Households	Percent Female-Headed Single-Parent Households
Banning	10,885	865	7.9	769	7.1
Riverside County	13,044,266	803,397	6.2	631,664	4.8

Source: ACS 2015-2019; SCAG Pre-Certified Local Housing Data, Banning 2020

Resources for Single-Parent Households

Lower-income single-parent households can benefit from City programs that provide direct rental assistance or that facilitate the development of affordable housing. Affordable housing opportunities can also be expanded for low- and moderate-income single-parent households through the City's Mortgage Credit Certificate program.

2.14 Residents Living below the Poverty Line

Families, particularly female-headed families, are disproportionately affected by poverty. Poverty thresholds, as defined by the ACS, vary by household type. In 2018, a single individual under 65 was considered in poverty with a money income below $13,064/year while the threshold for a family consisting of two adults and two children was $25,465/year.

Approximately 10.5 percent of the City's total residents (1,146 persons) resided in households that earned an income below the poverty line. Approximately 47 percent of those residents resided in female-headed households, and approximately 38 percent resided in female-headed households with children.

2.14.1 Extremely Low-Income Population Analysis

Extremely low-income is defined as households with income less than 30 percent of area median income. The area median income in the City is $42,274. For extremely low-income households, this results in an income of $12,682 or less. Households with extremely low-income have a variety of housing situations and needs. For example, most families and individuals receiving public assistance, such as social security insurance (SSI) or disability insurance are considered extremely low-income households.

From 2013-2017, approximately 1,765 extremely low-income households resided in the City, representing 16.3 percent of the total households. About half (55.5 percent) of extremely low-income households are renters and experience a high incidence of housing problems. For example, 85.7 percent of extremely low-income households faced housing problems (defined as cost burden greater than 30 percent of income and/or overcrowding and/or without complete kitchen or plumbing facilities). Furthermore, 72.5 percent of extremely low-income households paid more than 50 percent of their income toward housing costs, compared to 69.4 percent for all households.

Resources for Extremely Low-Income Population and Residents Living Below the Poverty Line

The City Council and Banning Housing Authority Board ("Council") approved funding for housing programs on June 12th, 2018. The purpose of the programming is to encourage homeownership and to preserve the existing housing supply. In order to remain in compliance with use of funding, the Council approved programs that primarily benefit low-income families (as defined by the California Department of Housing and Community Development). For example, a family of six with an annual income that does not exceed $62,550, would potentially qualify.

Resources include the Mortgage Credit Certificate Program and other housing programs that benefit extremely low-income households. The Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability for an amount equal to 20% of the mortgage interest paid during the year on their primary mortgage loan. The advantages to the home buyer include:

- The home buyer's federal income tax liability is directly reduced by the amount of the tax credit;
- Home buyers can qualify more easily for their primary mortgage loan-lenders may factor in the tax credit when underwriting the loan application, which may allow the borrower to (i) qualify for a larger loan amount, or (ii) improve the borrower's qualifying debt ratios.

If the amount of the MCC exceeds the homebuyer's tax liability, the unused portion of the credit can be carried forward to the next three years or until used, whichever comes first. The Council approved funding for and directed staff to prepare program guidelines for the following programs:

- **Down Payment Assistance Program (DAP)** – provides 1% up to $20,000 of purchase price toward down payment.
- **Energy Efficiency Rehabilitation Program (small)** – provides $2,000 grant or $5,000 forgivable loan toward energy efficiency and rehab costs (repairs most detrimental to health and safety addressed first).
- **Energy Efficiency and Minor Home Repair (big)** – Forgivable loan of up to $10,000. Similar terms to loan option above.

Many extremely low-income households seek rental housing and may face an overpayment, overcrowding or substandard housing condition. Some extremely low-income households could have physical or mental disabilities and/or other special needs. To address the range of needs, the City will employ a program to remove constraints for, and support development of, housing types that may fit the needs of extremely low-income residents, such as single-room occupancy (SRO) units and supportive housing. Supportive housing is generally defined as permanent, affordable housing with on-site services that help residents transition into stable, more productive lives. Services may include childcare, after-school tutoring, career counseling, etc. Most transitional housing includes a supportive services component. The City regulates supportive housing as a residential use, provided supportive services are subordinate to the residential use. To address the housing needs of extremely low-income households, the City will identity and meet with nonprofit builders who specialize in building housing for extremely low-income households and supportive housing.

2.15 Farmworkers

Farmworkers are traditionally defined as persons whose primary incomes are earned through permanent or seasonal agricultural labor. Permanent farm laborers work in the fields, processing plants, or related activities on a generally year-round basis. When workload increases during harvest periods, the labor force is supplemented by seasonal labor, often supplied by a labor contractor. For some crops, farms may employ migrant workers, defined as those whose travel distance to work prevents them from returning to their primary residence after their work ends for the day.

Due to the high cost of housing and low wages, a substantial number of migrant farm workers have difficulty finding affordable, safe, and sanitary housing. According to the State Employment Development Department, the average farm worker earned a mean annual income of $32,000 in 2020. This limited income is exacerbated by a tenuous and/or seasonal employment status. Determining the true size of the agricultural labor force is difficult. For instance, the government agencies that track farm labor do not consistently define farmworkers (e.g. field laborers versus workers in processing plants), length of employment (e.g. permanent or seasonal), or place of work (e.g. the location of the business or field). The US Department of Agriculture's 2017 Census of Agriculture reported that in Riverside County, 11,365 persons were hired farm labor (fulltime), 5,758 persons were employed for 150 days or more, and 5,607 were hired for 150 days or less.[1] According to SCAG, it is estimated that 55 City residents were considered farmworkers (employed in farming, fishing, and forestry occupations).

Resources for Farmworkers

The City can accommodate the development of farmworker housing in any zone that permits the type of housing being built (i.e., ranch/agriculture residential, ranch/agriculture residential hillside, rural residential, rural residential hillside, very low density residential, low density residential or group housing) without special conditions. Since the City does not have a large farmworker population, the housing needs of this group are addressed through the City's standard affordable housing programs for lower-income households.

2.16 Persons Experiencing Homeless

Results of Riverside County's January 2023 point-in-time count showed an increase in residents experiencing homelessness over the previous year and revealed that one in five unsheltered people were experiencing homelessness for the first time.[2] The top three primary factors contributing to homelessness include family disruption, lack of income, and unemployment. Banning had 90 persons in the 2023 point-in-time count, 40 unsheltered and 50 residing in shelters. Banning currently has several illegal homeless encampments that are creating public health and safety concerns for community members as well as those occupying the encampments.

State law (Section 65583(1) (6)) requires municipalities to address the special needs of persons experiencing homelessness within their jurisdictional boundaries. "Homelessness" as defined by the U.S. Department of Housing and Urban Development (HUD), describes an individual (not imprisoned or otherwise detained) who:

[1] USDA 2017: https://www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Volume_1,_Chapter_2_County_Level/California/
[2] https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/FINAL%202023%20PIT%20Infographic%20rev.pdf

- Lacks a fixed, regular, and adequate nighttime residence; and
- Has a primary nighttime residence that is:
- A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
- An institution that provides a temporary residence for individuals intended to be institution-alized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

This definition does not include persons living in substandard housing, (unless such housing has been officially condemned); persons living in overcrowded housing, persons discharged from mental health facilities (unless the person was homeless when entering and is considered to be homeless at discharge), or persons who may be at risk of homelessness (for example, living temporarily with family or friends.) The City of Banning, according to the City's Zoning Ordinance, allows group homes, including by inference, homeless shelters by Conditional Use Permit in the Business Park zone, HDR zone, and Mobile Home Park zone. Residential occupancy or single-room occupancy hotels (SROs) can also be an important component of the special needs housing picture due to the relatively lower cost of rent and are permitted in the HDR zone with approval of a conditional use permit.

As shown below in Table 14, there are 40 unsheltered persons in the City of Banning, less than two percent of the unsheltered population of Riverside County (unsheltered persons are persons who are unhoused and not residing at a shelter). This percent was higher than neighboring cities of Beaumont and Calimesa, but less than San Jacinto and Moreno Valley.

Table 14 Unsheltered Persons in Banning and Surrounding Cities

Jurisdiction	Unsheltered	Percent of Unsheltered Population in Riverside County
Banning	40	1.6
Beaumont	33	1.4
Calimesa	8	0.3
San Jacinto	120	4.9
Moreno Valley	77	3.2
Riverside County	2,441	100.0

Source: Riverside County Homeless Point in Time (PIT) Count, 2023

Resources for Persons Experiencing Homelessness

H.E.L.P Inc., a local nonprofit organization, is the primary service provider for persons experiencing homelessness in Banning and works with the City to provide food and clothing assistance for qualifying individuals and families. Persons experiencing homelessness in Banning can access programs offered through the County of Riverside, including: the Emergency Food and Shelter Program, the Homeless Management information System, the Continuum of Care for Riverside County, and the Housing and Urban Development Supportive Housing Program.

The City received CDBG funding, filtered through the County of Riverside Economic Development Agency (EDA), to assist in funding the Ramsey Street Village emergency non-congregate shelter,

which was destroyed in a fire in winter 2020. Fortunately, the City was able to receive reimbursement from insurance and additional CDBG funding for construction activities and anticipates rebuilding the shelter. Upon completion, it will meet the needs of the City's unsheltered population.

The City's Zoning Ordinance allows group homes by Conditional Use Permit in the Business Park Zone, HDR Zone, and Mobile Home Park Zone. Emergency shelters are processed in the same manner as other multiple-family projects.

Sub-populations of the homeless include those with mental disabilities and substance abuse problems, those suffering domestic violence, persons with AIDS, veterans, youth, the unemployed, and extremely low/very low-income families. Each of these sub-population groups has different needs including substance abuse recovery, mental treatment, medical treatment, and job training and placement. Table 15 identifies programs available to assist the homeless by sub-population.

Table 15 Homeless Assistance Programs

Subpopulation	Service Providers
Elderly and Disabled	Dial-A-Ride
Alcohol/Drug Dependent Abuse	Critical Needs Hotline
Domestic Violence	RCCADV (Riverside County Center for Alternatives to Domestic Violence) American Red Cross Catholic Charities
Persons With AIDS/HIV	Inland AIDS Project (Eastern County) Desert AIDS Project (Western County)

Source: City of Banning 2020

The City recently amended the Zoning Ordinance to provide for the nondiscretionary siting of homeless shelters and to allow transitional and supportive housing facilities consistent with State law.

2.17 Housing Stock Characteristics

Consistent with an urbanized, largely built-out community, Banning experienced a moderate housing growth of 20.1 percent between 2000 and 2010 and slower growth of 9.2 percent between 2010 and 2018. As shown below in Table 16, Census data shows that the City's housing stock grew from 8,891 units in 2000 to 12,144 units in 2010, or a 38.4 percent increase over 10 years. However, the City's housing stock barely increased during the following decade. Overall, housing growth in Riverside County has continued to increase due to its relatively cheaper land prices than coastal areas and its proximity to nearby cities and major employers. Out of the total housing units in Banning, there were 11,044 occupied units in 2020, which equates to a 9.1 percent total vacancy rate (DOF 2021). The average household size (as expressed by the population to housing unit ratio) is 2.69 persons per household.

Table 16 Housing Unit Growth (2000 to 2019)

Jurisdiction	2000	2010	2020[1]	Percent Change 2000-2010	Percent Change 2010-2019
Banning	8,891	12,144	12,156	38.6%	0.1%
Beaumont	4,258	13,695	16,909	221.0%	23.5%
Calimesa	3,248	3,853	4,269	18.6%	10.8%
San Jacinto	9,476	14,791	15,944	56.1%	7.8%
Moreno Valley	41,431	55,559	57,523	34.1%	3.5%
Riverside County	584,674	800,707	856,124	36.9%	6.9%

[1]City level data from the 2020 Census was unavailable at the time of this report, therefore DOF 2020 estimates were used.

Source: Bureau of the Census, 2000-2010; California Department of Finance (DOF) 2021.

2.17.1 Housing Type and Tenure

The City's housing stock in 2000, 2010, and 2020 by housing type is shown below in Table 17. Between 2010 and 2020, the number of single-family housing units increased by 0.1 percent, while the percentage of multi-family units increased approximately 0.4 percent.

The proportion of owner-occupied households in Banning slightly decreased between 2010 and 2020. In 2020, approximately 64.3 percent of the City's households were owner-occupants. In 2020, approximately 79.6 percent of the City's housing units were single-family homes. Between 2010 and 2020 the total vacancy rate in the City increased from 8.4 percent to 8.8 percent. Within this same timeframe, the 2015-2019 ACS reported homeowner and renter vacancy rates in Banning of 0.9 percent and 3.4 percent, respectively.

Table 17 Housing Unit Type

Housing Unit Type[1]	2000		2010		2020		Percent Change	
	Units	Percent	Units	Percent	Units	Percent	2000-2010	2010-2020
Single-Family Homes	7,575	77.6%	9,669	79.6%	9,679	79.6%	27.6%	0.1%
Multi-Family Homes	1,030	10.6%	1,336	11.0%	1,330	11.0%	29.7%	0.4%
Mobile Homes/Other	1,156	11.8%	1,139	9.4%	1,147	9.4%	1.5%	0.7%
Total	**9,761**	**100.0%**	**12,144**	**100.0%**	**12,156**	**100.0%**	**24.4%**	**0.1%**
Owner-Occupied	6,438	72.4%	7,868	73.9%	7,003	64.3%	22.2%	-10.9%
Renter-Occupied	2,453	27.6%	2,779	26.1%	3,882	35.6%	13.3%	38.7%
Total Occupied	**10,554**	**100.0%**	**11,739**	**100.0%**	**10,885**	**100.0%**	**11.2%**	**-7.3%**
Vacancy Rate	–	8.6%	–	8.4%	–	8.8%	-0.2%	0.4%

[1] Renter owner data was pulled from the ACS and 2008 Housing Element. Other data was from 2020 SCAG data.

Source: Bureau of the Census, 2000-2010. American Community Survey, 2015-2019; 2020 SCAG pre certified data

As shown below in Table 18, the total average household size of occupied units increased slightly from 2000 to 2010 and then remained consistent from 2010 to 2019. Average household size for owner-occupied households increased from 2.2 to 2.4 persons per unit between 2010 and 2019, while renter-occupied households also increased in average household size from 3.1 in 2010 to 3.3 in 2019.

Table 18 Average Household Size (2000-2019)

Tenure	2000	2010	2019
Owner-Occupied	–	2.2	2.4
Renter-Occupied	–	3.1	3.3
Total Occupied	2.6	2.7	2.7

Source: Bureau of the Census, 2000-2010. American Community Survey, 2015-2019

Number of Bedrooms Per Unit

The 2015-2019 ACS identified the number of bedrooms per unit for all housing in Banning. As shown below in Table 19, housing units with five or more bedrooms comprised the majority of households in 2019 (67.1 percent). Thirty-two percent of housing had two, three, or four bedrooms per unit, while 0.9 percent had fewer than two bedrooms per unit.

Table 19 Housing Unit Size

Bedrooms	Percent of Total
1 Bedroom	0.9%
2 Bedrooms	3.0%
3 Bedrooms	5.4%
4 Bedrooms	23.6%
5 or more bedrooms	67.1%

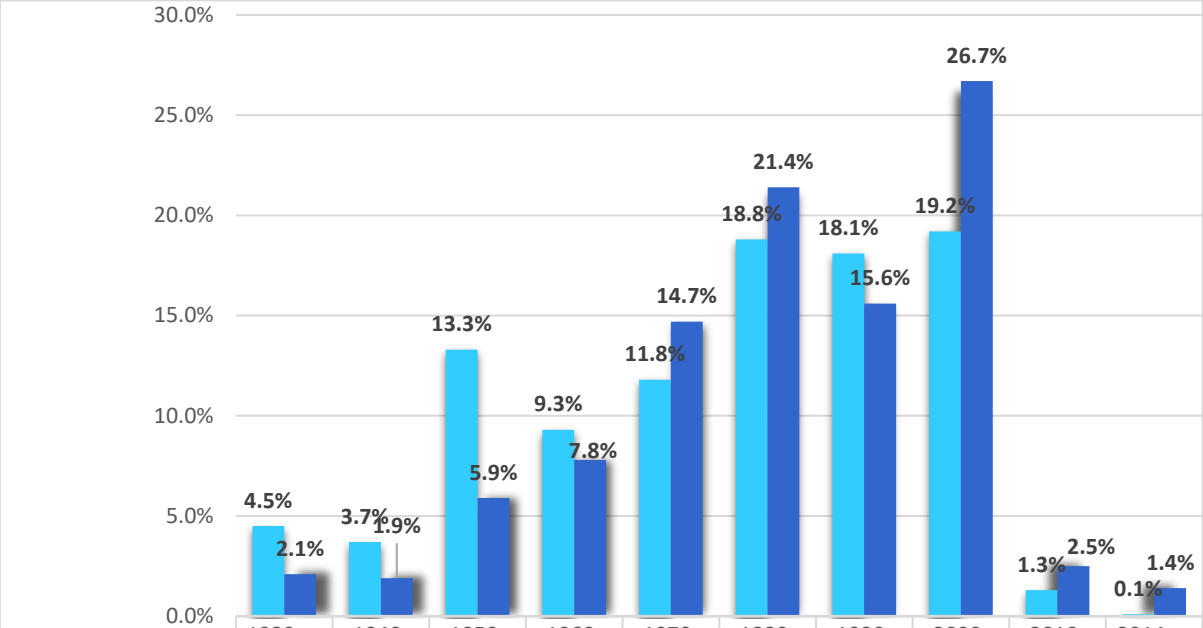
Source: American Community Survey, 2015-2019.

Age and Condition of Housing Stock

Housing age can be an important indicator of housing condition within a community. Like any other tangible asset, housing is subject to gradual physical or technological deterioration over time. If not properly and regularly maintained, housing can deteriorate and discourage reinvestment, depress neighboring property values, and eventually impact the quality of life in a neighborhood. Many federal and State programs also use the age of housing as one factor in determining housing rehabilitation needs. Typically, housing over 30 years of age is more likely to have rehabilitation needs that may include new plumbing, roof repairs, foundation work, and other repairs. Three factors used to determine housing conditions are age of housing, overcrowding, and lack of plumbing/kitchen facilities. Overcrowding was previously addressed.

As shown below in Figure 4, as of 2018, approximately 61.4 percent of all housing units in Banning were built prior to 1990, potentially requiring minor repairs and modernization improvements. Approximately 56.1 percent of the City's housing stock was constructed between 1980 and 2009, an earlier housing boom than other areas in the County.

Figure 4 Age of Housing Stock



	1939 or earlier	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2013	2014 or later
Banning	4.5%	3.7%	13.3%	9.3%	11.8%	18.8%	18.1%	19.2%	1.3%	0.1%
Riverside County	2.1%	1.9%	5.9%	7.8%	14.7%	21.4%	15.6%	26.7%	2.5%	1.4%

Source: American Community Survey, 2015-2019.

Housing that is not maintained can discourage reinvestment, depress neighboring property values, and can negatively impact the quality of life in a neighborhood. Improving housing is an important goal of the City. HUD considers housing units to be "standard units" if they are in compliance with local building codes. Any housing unit that includes conditions listed in Table 20 below, is considered substandard. Common housing code violations in Banning include problems with electrical wiring, plumbing, windows, roofs and exterior, and heating and air conditioning systems. Most of Banning's substandard units are suitable for rehabilitation.

Table 20 below shows the number of substandard units in the City, including those that lack the availability of plumbing and kitchen facilities (percentages out of a total of 10,991 occupied housing units). Approximately 2.0 percent of all occupied units in the City are considered substandard units.

According to Banning Code Enforcement, 43 properties are investigated for substandard housing. The City received approximately 1,000 calls last year for housing code violations, equally distributed across the City.

Table 20 Substandard Housing Units

Condition	Number of Occupied Units	Percentage of Total Occupied Units
Lacking complete plumbing facilities	56	0.5%
Lacking complete kitchen facilities	161	1.5%
Total occupied substandard units	217	2.0%

Source: Bureau of the Census, American Community Survey, 2015-2019.

Housing Costs

Housing costs are indicative of housing accessibility to all economic segments of the community. Typically, if housing supply exceeds housing demand, housing costs will fall. If housing demand exceeds housing supply, housing costs will rise.

Ownership Market

The City's median home price in 2020 was $311,585, which was 27 percent lower than the countywide median of $427,047. As shown below in Figure 5, Banning's median home price was lower than neighboring jurisdictions.

Figure 5 Median Home Prices Sales (2021)



Source: Zillow, 2021. County of Riverside data is from 2020.

As shown below in Table 21, median home sale prices in Banning increased by 18.3 percent between 2019 and 2020. Other Riverside County cities saw smaller increases in median home prices during this time period, as did Riverside County as a whole.

Table 21 Changes in Median Home Sale Prices and Values (2019-2020)

Jurisdiction	2019 Price	2020 Price	Percent Change in Median Sale Price
Banning	$263,289	$311,585	18.3%
Beaumont	$351,000	$364,000	3.7%
Calimesa	$366,000	$381,000	4.1%
San Jacinto	$299,000	$311,000	4.0%
Moreno Valley	$344,000	$376,466	9.4%
County of Riverside	$394,000	$427,047	8.4%

Source: Zillow, 2020.

Housing Rents

Rental listings posted on Zillow.com for available rental housing in Banning were reviewed between January 2020 to December 2020. Table 22 below lists the median and average rents for rental housing by number of bedrooms.

Table 22 Average Monthly Rent

Number of Bedrooms	Median Rent [1]	Average Rent	Rent Range
Studio	–	$495.00	$1,140-$1,305
1 Bedroom	$800.00	$800.00	$495-$1,400
2 Bedroom	$1,538.00	$1,395.00	$428-$1,305
3 Bedroom	$1,650.00	$1,650.00	$659-$1,795
4 Bedroom	$2,045.00	$2,045.00	$845-$2,045

Source: Zillow, 2021. [1]Median rent data from Zumper, 2021.

Housing Affordability

Housing affordability can be inferred by comparing the cost of renting or owning a home in the City with the maximum affordable housing costs for households at different income levels. This information can generally show who can afford what size and type of housing and indicate the type of households most likely to experience overcrowding and overpayment.

HUD conducts annual household income surveys nationwide to determine a household's eligibility for federal housing assistance. Based on this survey, HCD developed income limits that can be used to determine the maximum price that could be affordable to households in the upper range of their respective income category. Households in the lower end of each category can afford less by comparison than those at the upper end. Table 23 below shows the maximum amount that a household can pay for housing each month without incurring a cost burden (overpayment).

Table 23 Housing Affordability Matrix - Riverside County

Income Group	Annual Income Limits	Affordable Payment	Housing Costs		Affordable Price	
			Utilities	Taxes/Insurance (Owner)	Sale	Rent
Extremely Low-Income (0-30% of AMI)						
1-Person	$15,850	$396	$205	$139	$13,823	$191
2-Person	$18,100	$453	$218	$158	$20,902	$235
3-Person	$21,720	$543	$246	$190	$28,186	$297
4-Person	$26,200	$655	$274	$229	$39,993	$381
5-Person	$30,680	$767	$305	$268	$50,980	$462
Very Low-Income (31-50% of AMI)						
1-Person	$26,400	$660	$205	$231	$59,005	$455
2-Person	$30,150	$754	$218	$264	$71,697	$536
3-Person	$33,900	$848	$246	$297	$80,348	$602
4-Person	$37,650	$941	$274	$329	$89,028	$667
5-Person	$40,700	$1,018	$305	$356	$93,891	$712
Low-Income (51-80% of AMI)						
1-Person	$42,200	$1,005	$205	$369	$126,669	$850
2-Person	$48,200	$1,205	$218	$422	$148,997	$987
3-Person	$54,250	$1,356	$246	$475	$167,499	$1,110
4-Person	$60,250	$1,506	$274	$527	$185,815	$1,232
5-Person	$65,100	$1,628	$305	$570	$198,386	$1,322
Median Income (80-100% of AMI)						
1-Person	$52,700	$1,318	$205	$461	$171,637	$1,112
2-Person	$60,250	$1,506	$218	$527	$200,603	$1,288
3-Person	$67,750	$1,694	$246	$593	$225,313	$1,448
4-Person	$75,300	$1,883	$274	$659	$250,268	$1,609
5-Person	$81,300	$2,033	$305	$711	$267,764	$1,727
Moderate Income (100-120% of AMI)						
1-Person	$63,250	$1,581	$205	$553	$216,818	$1,376
2-Person	$72,300	$1,808	$218	$633	$252,208	$1,590
3-Person	$81,300	$2,033	$246	$711	$283,342	$1,787
4-Person	$90,350	$2,259	$274	$791	$314,721	$1,985
5-Person	$97,600	$2,440	$305	$854	$337,570	$2,135

Sources: HCD, 2020. Veronica Tam and Associates, 2020.

Extremely Low-Income Households

Extremely low-income households earn 30 percent or less of the County area median income – up to $15,850 for a one-person household and up to $30,680 for a five-person household in 2020. Extremely low-income households cannot afford market-rate rental or ownership housing in Banning without assuming a cost burden.

Very- Low-Income Households

Very low-income households earn between 31 percent and 50 percent of the County area median income – up to $26,400 for a one-person household and up to $40,700 for a five-person household in 2019. A low-income household can generally afford homes offered at prices between $59,005 and $93,891, adjusting for household size. After deductions for utilities, a very low-income household can afford to pay approximately $455 to $712 in monthly rent, depending on household size. Given the cost of housing in Banning, very low-income households could not afford to purchase a home or rent an adequately sized unit in the City.

Low-Income Households

Low-income households earn between 50 percent and 80 percent of the County area median income – up to $42,200 0 for a one-person household and up to $65,100 for a five-person household in 2020. A low-income household can generally afford homes offered at prices between $126,669 and $198,386, adjusting for household size. After deductions for utilities, a low-income household can afford to pay approximately $850 to $1,322 in monthly rent, depending on household size.

Median-Income Households

Median-income households earn between 80 percent and 100 percent of the County's area median income - up to $52,700 for a one-person household and up to $81,300 for a five-person household in 2020. The affordable home price for a moderate-income household ranges from $171,637 to $267,764. After deductions for utilities, a one-person median-income household could afford to pay up to $1,112 in rent per month and a five-person low-income household could afford to pay as much as $1,727.

Moderate-Income Households

Moderate-income households earn between 100 percent and 120 percent of the County's Area Median Income – up to $97,600 depending on household size in 2020. The maximum affordable home price for a moderate-income household is $216,818 for a one-person household and $337,570 for a five-person family. Moderate-income households in Banning could afford to purchase the median priced home in the City; however, finding an affordable adequately sized home could present a challenge for households earning incomes at the lower end of the middle/upper category. The maximum affordable rent payment for moderate-income households is between $1,376 and $2,135 per month. Appropriately sized market-rate rental housing is generally affordable to households in this income group.

Cost Burden

State and federal standards specify that a household overpays for housing costs if it spends more than 30 percent of gross income on housing. A household that spends more than it can afford for housing has less money available for other necessities and emergency expenditures. Lower income households overpaying for housing are more likely to be at risk of becoming homeless than other income groups. Typically, renter-households overpay for their housing costs more often than owner-households. Because renter-households tend to have lower income than homeowners, overpayment affects renter-households disproportionately.

Comprehensive Housing Affordability Strategy (CHAS) developed by the Census Bureau for HUD provides detailed information on housing needs by income level for different types of households at the city level. The CHAS developed by the Census Bureau for HUD provides detailed information on housing needs by income level for different types of households in Banning. Detailed CHAS data based on the 2013-2017 ACS data is displayed in Table 24 below. Housing problems considered by CHAS include:

- Units with physical defects (lacking complete kitchen or bathroom);
- Overcrowded conditions (housing units with more than one person per room);
- Housing cost burden, including utilities, exceeding 30 percent of gross income; or
- Severe housing cost burden, including utilities, exceeding 50 percent of gross income.

As depicted in Table 24, 72.5 percent of extremely low-income renter households spend more than 50 percent of their income on housing. Low-income households tend to more often be renters than buyers. Specifically, all extremely low, very low, and low-income renters in Banning reported experiencing at least one housing problem. Additionally, a higher than average portion of families who rent are housing-burdened (pay more than 30 percent of income on housing).

Table 24 Housing Assistance Needs of Lower-Income Households

Household by Type, Income, and Housing Issue	Number of Renters	Number of Homeowners	Total Households
Extremely low-income (0-30% AMI)	**980**	**785**	**1,765**
With any housing problem	88.3%	82.8%	85.8%
With cost burden >30%	85.7%	82.1%	84.1%
With cost burden > 50%	72.5%	65.6%	69.4%
Very low-income (31-50% AMI)	**840**	**975**	**1,815**
With any housing problem	89.9%	67.7%	77.7%
With cost burden >30%	82.1%	65.6%	73.3%
With cost burden > 50%	32.7%	34.4%	33.6%
Low-income (51-80% AMI)	**825**	**1,550**	**2,375**
With any housing problem	69.1%	40.7%	50.5%
With cost burden >30%	60.6%	37.1%	45.1%
With cost burden > 50%	5.5%	12.6%	10.1%
Moderate and above income (>80% AMI)	**1,290**	**3,610**	**4,900**
With any housing problem	23.3%	13.9%	16.3%
With cost burden >30%	16.7%	12.3%	13.5%
With cost burden > 50%	0.0%	1.4%	1.0%
Total households	**3,935**	**6,925**	**10,860**
With any housing problem	63.2%	35.1%	45.3%

Note: Data presented in this table are based on special tabulations from the ACS data. Due to the small sample size, the margins of errors can be significant. Interpretations of these data should focus on the proportion of households in need of assistance rather than on precise numbers.

Source: HUD CHAS, 2013-2017.

Assisted Housing at Risk of Conversion

State law requires the City to identify, analyze, and propose programs to preserve existing multi-family rental units that are currently restricted to low-income housing use and that will become unrestricted and possibly be lost as low income housing (i.e., "units at risk" or "at-risk units"). State law requires the following:

- An inventory of restricted low-income housing projects in the City and their potential for conversion;
- An analysis of the costs of preserving and/or replacing the units at risk and a comparison of these costs;
- An analysis of the organizational and financial resources available for preserving and/or replacing the units "at risk"; and
- Programs for preserving the at-risk units.

The following discussion satisfies the first three requirements of State law listed above pertaining to the potential conversion of assisted housing units into market rate housing before 2031. The Housing Plan section includes a program for preserving the at-risk units, which meets the final requirement of State law.

Inventory of Assisted Housing Units in Banning

Table 25 provides a description of assisted housing developments in Banning. All multi-family rental units assisted under federal, state, and/or local programs, including HUD programs, state and local bond programs, redevelopment programs, density bonus, or direct assistance programs, are included in the table.

Table 25 Assisted Housing Developments in Banning

Housing Complex	Location	Total Units	Assisted Units				Total Assisted	Expiration Date	Funding
			Very Low	Low	Senior	Moderate			
Westview Terrace Apartments	287 West Westward Avenue	75	0	74	–	0	74	2065	HUD, LIHTC, CalHFA
Peppertree Apartments	426 E. Nicolet Street	81	0	80	–	0	80	2058	LIHTC
Summit Ridge Apartments	555 N. Hathaway Street	81	0	80	–	0	80	2058	LIHTC
Total		**237**	**0**	**234**	–	**0**	**234**	–	**–**

Source: City of Banning Redevelopment Agency, 2020; HUD Expiring Section 8 Database, 2020

At-Risk Projects

The planning period for this at-risk housing analysis extends from 2021, through 2031. The underlying income use restrictions of these projects were reviewed for potential conversion to market rate during this planning period. Detailed project information is listed in Table 25. During

this 10-year period, no projects will be at risk of losing their affordability controls. No assisted units will be at risk between 2021 and 2031.

The three housing projects listed in Table 25 are assisted under the following programs:

HUD Section 202 and HUD Section 8: One of the projects was assisted under the Section 202 - Handicapped and Elderly Housing Program and the Section 8 program – Westview Terrace Apartments. Section 202 provides loans to help build or rehabilitate handicap or elderly units. The maximum period for the loan is 40 years. These HUD Section 202-financed projects also maintain project-based Section 8 contracts.

Under the HUD Section 8 program, participating building owners are entitled to receive HUD Fair Market Rents (FMRs) for their units with Section 8 contracts. On the Section 8 units, HUD makes up the difference between 30 percent of a household's monthly income and the FMRs.

Low Income Housing Tax Credit (LIHTC): Three projects received tax credit to construct low-income housing – Peppertree Apartments, Summit Ridge Apartments). The program offers tac incentive to develop affordable housing, such as very low and low income assisted units. A total of 234 non at-risk units are assisted under this program.

CalHFA: One project received funds from CalHFA to construct low/moderate income housing – Westview Terrace Apartments. CALHFA uses approved private lenders and purchases loans that meet CalHFA standards to support very low, low, and moderate income assisted units. A total of 74 non at-risk units are assisted under this program

Resources for Preservation of At-Risk Housing

The following describes active non-profit agencies that may have the capacity to develop, acquire, and/or manage affordable housing, including housing projects that are at risk of converting to market-rate housing.

- **City of Banning Underwriting Program for Multi-Family Complexes:** The City currently has an underwriting program for multi-family and single-family affordable housing. Similar to an economic development incentive for a business attraction/expansion project, these agreements require a 55-year affordability covenant and City Council approval.
- **Western Community Housing:** Western Community Housing Inc. (WCH) is a California non-profit public benefit corporation that was founded in 1999 and is headquartered in Costa Mesa, California. WCH's mission is to promote affordable housing and to provide social services to low-income senior and family households. By partnering with local governments, for-profit developers, lenders, syndicators and corporate investors, WCH and its affiliates currently have an ownership interest in 89 affordable housing communities comprising over 7,800 units.
- **BRIDGE Housing:** In 1983, BRIDGE was formed from a major anonymous grant given to the San Francisco Foundation to spearhead new solutions to the worsening shortage of affordable housing. Today BRIDGE's steady stream of diverse development efforts and pipeline activity exceeds 18,000 homes.
- **LINC Housing:** LINC Housing has a 36-year history of creating communities for thousands of families and seniors throughout California. LINC is committed to building and preserving housing that is affordable, environmentally sustainable, and a catalyst for community improvement. The organization currently owns and operates Liberty Village in Beaumont.

3 Housing Constraints

Constraints to the provision of adequate and affordable housing are effectuated by market, governmental, infrastructure, and environmental factors, among others. Such constraints may affect increase the purchase and/or rental cost of housing or may render residential construction economically infeasible. Constraints to housing production significantly impact households with lower and moderate incomes and special needs.

3.1 Market Constraints

Economic Factors

Southern California has experienced "boom and bust" cycles of housing development. The early 1990s, an economic depression dampened the real estate market in Southern California, which slowed housing construction despite relatively low interest rates. By the mid-1990s, the housing market began to turn around, and between 2000 and 2006, housing prices skyrocketed, rendering Southern California one of the most expensive areas in the nation. In the last decade, the economy has rebounded and mortgage rates have remained relatively low. As a result, the housing market has seen a gradual increase in home sales and has remained relatively stable. Furthermore, higher prices in coastal cities have encouraged people to invest and rent in cities closer to, and in, the Inland Empire. In Riverside County, the median home price in 2015 was $318,000 compared to $413,000 in 2020, an increase of approximately 30 percent in the last five years[1]. The Riverside County region has seen a steady increase in population, which has generated a greater demand for affordable and inclusive housing opportunities. Market forces on the economy and the subsequent effects on the construction industry may hinder the development of affordable housing.

Construction Cost

Construction costs depend on several factors, including type of construction, custom versus tract development, materials, site conditions, finishing details, amenities, size, and structural configuration. A major cost component of new housing is labor. Inflated labor costs due to high wage rates significantly increase the overall cost of housing in some markets. The cost of labor in Banning is relatively high for several reasons. Overall, the cost of living in Banning and neighboring cities is relatively high. Wage scales in places with unionized labor tend to be higher than in markets with non-unionized labor. According to the U.S. Bureau of Labor Statistics, construction workers earned a mean hourly wage of $27.38 in 2020, six percent higher than the national average.[3] While no home building costs in the City of Banning were reported by homebuilders, ProMatcher Home Construction reported custom single-family home building costs between $113.37 - $168.33 per square foot for basic construction services in neighboring City of Moreno Valley.[4] Construction costs also differ by building core and shell components and parking requirements, particularly for multifamily housing. Gross residential square-footage cost estimates for Riverside County in 2019 were $188.05 for apartments and $200.84 for condominiums.[5]

[3] https://www.bls.gov/regions/west/news-release/occupationalemploymentandwages_riverside.htm
[4] https://home-builders.promatcher.com/cost/riverside-ca-home-builders-costs-prices.aspx
[5] https://ucreconomicforecast.org/wp-content/uploads/2020/03/UCR_CEFD_Multifamily_Housing_White-Paper_3_2020.pdf

Land Cost

The cost of land depends on location, zoning, and availability of improvements. Additionally, land costs depend on the current use of the site, and whether the site is vacant or has an existing use that will need to be removed or converted prior to any redevelopment. In general, acquisition costs for entitled one-family (single-family subdivisions with infrastructure extension plans are higher than for raw land. Based on a review of undeveloped properties listed for sale in the City in January 2021, asking prices for vacant one-family lots ranged from $29,000 to $590,000 per acre. The cost of land in and near the City of Banning represents a significant portion of the cost of new construction, compared to previously developed areas of the City. Furthermore, as the City becomes increasingly built-out and future development becomes more reliant upon the acquisition of underutilized parcels and demolition of existing structures, the cost of a finished residential site will further increase.

Timing and Density

On average, 81 percent of the maximum density was achieved for the 6 projects that are planned and approved to be built in the 2021-2029 planning period.

Generally, a period of four to six months can take place between discretionary approval and construction permit issuance (including review by the Planning Commission). The Community Development Director and staff will conduct a review of the submitted project. Applicants receive written notification, including date and time of the Development Plan Review meeting, approximately 21 business days after submitting a Development Plan Review. Approximately 20 business days after the review, the Community Development staff prepare and mail to the applicant a letter summarizing the requirements and staff's recommendations. If the project qualifies for the preparation of a Mitigated Negative Declaration (MND) under CEQA, staff generally needs 14 days to prepare the MND before the 20-day published public hearing notice for the project at the Planning and Housing Commission. That is approximately 34 days from when the Development Plan Review application is considered complete by City staff.

Condominium Conversions

As the availability of land decreases and the cost of land increases, developers may pursue the conversion of rent-based, multi-family housing into individually sold condominium units. However, while condominium conversion facilitates more affordable homeownership than stand-alone houses, it may remove essential lower- and moderate-income rental housing. The City continues to seek the assistance of affordable housing developers to rehabilitate and preserve the long-term affordability of multi-family housing stock through density bonus incentives. Banning Municipal Code Ordinance 15.60.050 allows an applicant proposing conversion of existing rental apartments to condominiums to be eligible for a density bonus of 25 percent or other incentives of equivalent financial value, if the applicant agrees to provide at least 33 percent of the total units of the proposed condominium project to persons and families of low or moderate income, or at least 15 percent of the total units of the proposed condominium project to lower income households. This ordinance provides homeownership opportunities for low and moderate-income households.

Availability of Mortgage and Rehabilitation Financing

The availability of financing affects a person's ability to purchase or improve a home. Under the Home Mortgage Disclosure Act (HMDA), lending institutions are required to disclose information on

the disposition of loan applications and the income, gender, and race of loan applicants. The primary concern in a review of lending activity is to determine whether home financing is available to City residents. The data presented in this section include the disposition of loan applications submitted to financial institutions for home purchase, home improvement, and refinance loans in Banning.

In 2017, a total of 199 households applied for conventional home purchasing mortgage loans in Banning. As shown in Table 26, 109 (55 percent) of the conventional mortgage applications were approved, 14 (seven percent) were denied, and 76 (38 percent) were withdrawn or closed for incompleteness, or other circumstances. A total of 178 households applied to use government-backed loans to purchase homes in Banning.[6] The approval rate of government-backed loans (83 percent) was higher than the approval rate of conventional loans (55 percent).

Additionally, 436 Banning households applied for home refinancing loans in 2017. About 55 percent of these applications were approved and 17 percent were denied.

Table 26 Disposition of Loan Applications

Applications	Total	Approved (%)	Denied (%)	Other (%)
Home Purchase				
Conventional	199	109 (54.8)	14 (7.0)	76 (38.2)
FHA - Insured	150	122 (81.3)	7 (4.7)	2 (1.3)
VA - Guaranteed	29	25 (86.2)	3 (10.3)	1 (3.4)
Refinancing				
Conventional	259	147 (56.8)	38 (14.7)	74 (28.6)
FHA - Insured	110	59 (53.6)	18 (16.4)	33 (30.0)
VA - Guaranteed	67	33 (49.3)	17 (25.4)	17 (25.4)

Notes:

"Approved" includes loans approved by the lenders whether or not they are accepted by the applicants.

"Other" includes loan applications that were either withdrawn or closed for incomplete information.

The data for loan apps was calculated from the 2017 HDMA data sheet for the State of California. Numbers are approximations.

FHA = Federal Housing Administration, VA = United States Department of Veterans Affairs

Source: CFPB, HMDA data, 2017.

As shown above in Table 26, there were relatively high rates of approval considering the low amount of applications that were denied for each category under home purchasing and refinancing. Given the high rates of approval, refinancing and home purchase loans are generally available and not considered to be a significant constraint in Banning. In order to assist low-income residents with homeownership opportunities, the City offers the Down Payment Assistance Program (DAP), which provides one percent or up to $20,000 of purchase price toward down payment.

3.2 Governmental Constraints

City policies and regulatory actions such as land use controls, site improvement requirements, building codes, fees, and the provision of affordable housing can impact the price and availability of

6 Government-backed loans include loans insured or guaranteed by the Federal Housing Administration (FHA), Veteran Administration (VA), and Farm Service Agency (FSA)/Rural Housing Services (RHS). The City of Banning did not include data from the FSA/RHS.

housing. The following public policies can affect overall housing availability, adequacy, and affordability:

Land Use Controls

The City regulates the type, location, density, and scale of residential development through its General Plan and Zoning Ordinance. Below discusses the City's zoning categories and their respective densities and design standards.

Overview of General Plan, Zoning Categories, and Densities

Banning's land use controls have a direct impact on the provision of housing for all economic and social sectors of the community. There are various types of housing in the City including single-family dwellings, multi-family dwellings, townhomes, condominiums, mobile homes, and accessory dwelling units (ADUs). The Banning Community Development Element of the City's General Plan identifies the types of housing located in different portions of the City. Interstate 10 (I-10) bisects the City from west to east creating northern and southern halves. Larger residential lots, primarily used for agricultural purposes, are predominantly found south of I-10. Single-family residential and mixed-use residential/commercial developments have been primarily developed in the northern portion of the City. Residential densities in the City's General Plan land use categories are as follows:

- Ranch/Agriculture (1 unit/10 acre)
- Ranch/Agriculture – Hillside (1 unit/ 10 acre)
- Rural Residential (0-1 units/acre)
- Rural Residential – Hillside (0-1 units/acre)
- Very Low Density Residential (0-2 units/acre)
- Low Density Residential (0-5 units/acre)
- Medium Density Residential (0-10 units/acre)
- High Density Residential (11-18 units/acre)
- Mobile Home Park
- High Density Residential-20 Affordable Housing Opportunity (20-24 units/acre)
- Very High Density Residential (19-24 units/acre) (Under Program Number 6, a zoning text amendment will increase the density threshold to match HCD default density for lower income housing opportunities)

As shown in Table 27 below, the City's Zoning Ordinance implements the five residential land use designations and one mixed-use designation through various zoning districts. In addition to these general plan land use designations, the City also implements specific plans to establish land use policies. Specific plans, such as the Rancho San Gorgonio Specific Plan (RSG Specific Plan) (discussed below), have unique land use designations and zoning categories.

Table 27 Land Use Designations and Zoning Districts

General Plan Designation	Zoning District
Ranch/Agriculture Residential	RA
Ranch/Agriculture Residential - Hillside	R/A/H
Rural Residential	RA, RA-H, RR, RR-H
Rural Residential - Hillside	RA, RA-H, RR, RR-H
Very Low Density	VLDR
Low Density	VLDR, LDR,
Medium Density	RR, RR-H, VLDR, LDR, MDR
High Density	HDR, VHDR
Mobile Home Park	MHP
Downtown Commercial	DC

RA = Rural Agriculture, RA-H = Rural Agriculture - Hillside, RR = Rural Residential, RR-H = Rural Residential - Hillside, VLDR = Very Low Density Residential, LDR = Low Density Residential, MDR = Medium Density Residential, HDR = High Density Residential, HDR-20(AHO) = High Density Residential (Affordable Housing Opportunities), MHP = Mobile Home Park, DC = Downtown Commercial

Butterfield Specific Plan

The Butterfield Specific Plan is a 1,543-acre multi-use community within the northwestern corner of the City of Banning. Butterfield is to be predominately residential, comprised of simple, architecturally designed single-family, detached homes. Neighborhood parks, a public golf course, community parks, schools, open spaces, retail, and commercial parcels are also integrated into the community. The Butterfield Specific Plan proposes a variety of residential opportunities including small, medium, and standard lot single family detached homes; various configurations of single family detached cluster residences and attached single family or multi-family dwellings. Full construction is expected to occur over a 30-year period, with an estimated 180 dwelling units constructed per year.

The community character for Butterfield encompasses the elements of the rustic and natural beauty of the site's surrounding foothill environment. The community landscape concept combines the existing natural character of the site with the historic California ranch vernacular. The theme will be defined and implemented through architectural elements and materials such as stone walls, and other similar materials and finishes throughout the community. Butterfield's high-profile areas such as monumentation, parks, golf course clubhouse, and other community facilities will be highlighted and reinforce the California ranch theme.

Rancho San Gorgonio Specific Plan

The Rancho San Gorgonio (RSG) Specific Plan is an 831-acre master planned residential community that overlays land in the City of Banning and in the City's sphere of influence. The RSG Specific Plan aims to fulfill the City of Banning's growth objectives by creating a development that responds to planning needs of the area, incorporates existing natural features and park amenities, and provides a variety of land uses. The Plan is organized into 44 planning areas (PAs) that include a variety of residential densities, lot types and housing types, common open spaces, an elementary school site, and a commercial area. Parks and paseos are incorporated throughout the community and buffer the converging existing creeks, while providing walking, riding and vehicle access throughout the community and connecting the RSG Specific Plan's distinct walkable "Village" neighborhoods.

The RSG Specific Plan supports a variety of residential opportunities including small, medium and larger lot single-family detached homes, various potential configurations of single-family detached cluster residences, and potential attached multi-family dwellings. The variety of residential uses provides housing at different affordable price levels. Through the use of a master plan, the RSG Specific Plan responds to the community's vision and objectives by providing a desirable high-quality planned community that integrates residential living areas and amenities throughout the RSG property. The mix of residential, commercial, open space and recreational opportunities provided by the RSG Specific Plan is organized and connected by the natural character of the land. The RSG Specific Plan's location within Banning, situated between the San Bernardino Mountains, including Mount San Gorgonio, and the San Jacinto Mountains, provides a human experience with design concepts that respond to the physical, social and emotional needs of its residents. Needed infrastructure improvements including roadways, drainage, and other improvements have been identified and sensitively incorporated into an urban design concept that celebrates open space and the public realm.

The RSG Specific Plan has four primary land use designations intended to establish the minimum acceptable design parameters. The development regulations contained in the RSG Specific Plan serve as the zoning regulations applicable to the Specific Plan area, in accordance with the City's Zoning Ordinance. The four land uses and the permitted types of housing found within each land use designation are listed below:

- **Very Low Density Residential:** Single Family Conventional Detached
- **Low Density Residential:** Single Family Conventional Detached, Single Family Alley-loaded Detached, Detached Cluster
- **Medium Density Residential:** Single Family Conventional Detached, Single Family Alley-loaded Detached, Detached Cluster, Duplex, Row Townhome, Attached Cluster
- M**edium High Density Residential:** Duplex, Row Townhome, Attached Cluster, Multi-family Flat

3.3 Residential Development Standards

Citywide Development Standards

The City regulates the type, location, density, and scale of development primarily through its Zoning Ordinance. Banning's residential development standards are shown below in Table 28. The City's minimum lot area and setback requirements are similar in comparison to other local jurisdictions. Lot coverage for these districts is determined by application of landscaping, open space, setback, and parking requirements.

Table 28 Citywide Development Standards

Zoning	Min. Lot Area (Single Family)	Min. Lot Area (Multi-family)	Setback			Max. Height	Max. Density (Net)	Min. Common Outdoor Space	Max. Building Cover (%)
			Front	Side	Rear				
RA	10 acres	N/A	50 ft.	25 ft.	50 ft.	2-story & 35 ft.	1 du/10 acres	N/A	10
RA-H	10 acres	N/A	50 ft.	25 ft.	50 ft.	2-story & 35 ft.	1 du/ 10 acre	N/A	10
RR	40,000 sf	N/A	50 ft.	25 ft.	35 ft.	2-story & 35 ft.	0-1 du/acre	N/A	15
RR-H	40,000 sf	N/A	50 ft.	25 ft.	35 ft.	2-story & 35 ft.	0-1 du/acre	N/A	15
VLDR	20,000 sf	N/A	35 ft.	15 ft.	35 ft.	2-story & 35 ft.	0-2 du/acre	N/A	25
LDR	7,000 sf	2 acres	35 ft.	10 ft.	35 ft.	2-story & 35 ft.	0-5 du/acre	N/A	40
MDR	7,000 sf	2 acres	15 ft.	5 ft.	10 ft.	3-story & 45 ft.	0-10 du/acre	200 sf	40
HDR	7,000 sf	7,000 sf	15 ft.	5 ft.	10 ft.	4-story & 60 ft.	11-18 du/acre	200 sf	40
MHP	9,000 sf	N/A	10 ft.	5 ft.	10 ft.	1-story & 25 ft.	9-18 du/acre	200 sf	50

RA = Ranch Agricultural, RA-H = Ranch/Agriculture-Hillside, RR = Rural Residential, RR-H=Rural Residential-Hillside, VLDR = Very Low Density Residential, LDR = Low Density Residential, MDR = Medium Density Residential, HDR = High Density Residential, MHP = Mobile Home Park.

sq = square feet; ft. = feet; du = dwelling unit

Source: Banning, City of. 2020. Zoning Ordinance.

Table 29 shown below presents the City's parking requirements. For affordable housing development that meets the State Density Bonus law, State parking standards (0.5 parking spaces per unit) are used.

Table 29 Citywide Parking Requirements

Housing Type	Requirements
One-Family Dwelling	2 spaces, 1 enclosed garage
Apartment Dwelling	Studio: 1 covered space; 1 guest space for every 4 units 1-bedroom: 1 covered space; 1 guest space for every 4 units 2-bedroom: 2 covered spaces, 1 guest space for every 4 units 3+ bedroom: 3 covered spaces, 1 guest space for every 4 units
Condominium	2 covered spaces with an enclosed garage, one uncovered guest off-street parking space for every 5 units

Source: Banning 2020. Zoning Ordinance.

Rancho San Gorgonio Specific Plan Residential Development Standards

The City established different development standards for the RSG Specific Plan based on its four land uses. Residential development standards under each land use designation guide the aesthetic and functionality of development. The RSG Specific Plan development standards and parking requirements are shown below in Table 30 and Table 31.

Table 30 Rancho San Gorgonio Specific Plan Development Standards

District	Setback (ft. from the street)			Max. Height (ft.)	Max. Density (Net)	Min. Lot Area
	Front	Side	Rear			
Very Low Density Residential	30	20	15	35	0-2.5 du/ac	20,000 sf
Low Density Residential	20	10	15	35	2.6 du/ac 6 du/ac	Variable
Medium Density Residential	12	10	10	35	6.1 du/ac 12 du/ac	Variable
Medium-High Density Residential	10	10	10	45	12.1 du/ac 18.0 du/ac	Variable

sq = square feet; ft. = feet; du = dwelling unit

Source: Banning, City of. 2020. Rancho San Gorgonio Specific Plan (RSGSP).

Table 31 Rancho San Gorgonio Specific Plan Parking Requirements

Housing Type	Requirements
Very Low Density Residential	2 spaces per unit within a garage, guest parking provided on driveway or street
Low Density Residential	2 spaces per unit within a garage, guest parking provided on driveway or street 2 spaces per unit within a garage, .33 guest spaces per unit (Applicable only to: Green Court Cluster, Motor Court Cluster, Stub Street Court Cluster)
Medium Density Residential	2 spaces per unit within a garage; 1 space per unit within a garage for Age Qualified (AQ) uses, guest parking provided on driveway or street 2 spaces per unit within a garage; 1 spaces per unit within a garage for Age Qualified (AQ) uses, 33 guest spaces per unit (Applicable only to: Green Court Cluster, Motor Court Cluster, Stub Street Court Cluster, Duplex, Townhome, Attached Cluster)
Medium High Density Residential	1 space per 1-bedroom unit; 2 spaces per 2 or more bedroom units (1 space must be within a garage or carport), 0.5 guest spaces per unit

Source: Banning, City of. 2020. Zoning Ordinance.

3.4 Housing for Persons with Special Needs

3.4.1 Provisions for a Variety of Housing Opportunities

Housing element law specifies that jurisdictions must identify adequate sites to be made available through appropriate zoning and development standards to encourage the development of a variety of types of housing for all income levels, including multi-family rental housing, mobile homes, emergency shelters, and transitional housing. While the above section on Land Use Controls addresses provisions for one-family and multi-family housing, this section describes the City's ability to accommodate other types of housing that may be suitable for, or supportive of, special needs populations. Table 32 summarizes the City's zoning provisions for multiple types of housing.

Table 32 Provisions for a Variety of Housing Opportunities

Housing Types	RA	RA-H	RR	RR-H	VLDR	LDR	MDR	HDR	MHP
One-family Dwellings	P	P	P	P	P	P	P	C	X
Multi-family Dwellings	X	X	X	X	X	C	P	P	X
Condominiums/Townhomes	X	X	X	X	C	C	P	P	X
Second Unit (ADU)	P	P	P	P	P	P	P	P	X
Mobile Home Parks	X	X	X	X	X	X	C	C	P
Licensed Residential Care Home (6 or fewer persons)	P	P	P	P	P	P	P	P	P
Licensed Residential Care Home (more than 6 persons)*	X	X	X	X	X	X	C	C	X
Transitional Housing	–	–	–	–	–	–	–	–	–
Supportive Housing	–	–	–	–	–	–	–	–	–
Single Room Occupancy Units	X	X	X	X	X	X	X	C	X
Emergency Shelters	–	–	–	–	–	–	–	–	–

Banning, City of. 2020. Zoning Ordinance.

RA = Ranch Agricultural, RA-H = Ranch/Agriculture-Hillside, RR = Rural Residential, RR-H=Rural Residential-Hillside, VLDR = Very Low Density Residential, LDR = Low Density Residential, MDR = Medium Density Residential, HDR = High Density Residential, MHP = Mobile Home Park.

One-family Residential

A one-family dwelling (known as single-family dwelling) means a detached building or qualifying manufactured home, set on permanent foundation and provided such housing unit is architecturally compatible with other housing units in the surrounding neighborhood as well as used exclusively for occupancy by one family, including necessary domestic employees of such family, and containing one dwelling unit. One-family residences are permitted in all residential zones in the City with the exception of the Mobile Home Park (MHP) zone. Per Section 17.08.120 of the City of Banning's Municipal Code, "mobile or manufactured homes which are used as single family residences shall be installed on an approved permanent foundation system in compliance with all applicable codes."

Multi-family Residential

Multi-family housing is permitted in the City's MDR and HDR zones and conditionally permitted in the LDR zone. Multi-family residential development requires a site development plan. Projects at or above the 10-unit threshold require security management plans for review and approval. The LDR zone requires a CUP for multi-family projects containing 10 or more units. The CUP process takes four to six months. Section 17.08.140 of the City's zoning code includes the following findings:

A. All multi-family developments with more than ten units shall provide thirty percent useable open space for active and passive recreational uses. Useable open space areas may not include: rights-of-way; vehicle parking areas; areas adjacent to or between any structures less than fifteen feet apart; setbacks; detention basins or any use whose primary purpose is not intended for recreation; patio or private yards; or areas with a slope greater than eight percent.

B. Every dwelling unit shall have a patio or balcony not less than three hundred square feet in area or twenty-five percent of the dwelling unit size, whichever is less.
C. All multi-family developments shall provide recreational amenities within the site such as a: swimming pool; spa; clubhouse; tot lot with play equipment; court game facilities for tennis, basketball or racquetball; improved softball or baseball fields; or day care facilities. The type of amenities shall be approved by the community development director.
D. Off-street parking spaces for multi-family residential developments shall be located within one hundred fifty feet from the front or rear door of the dwelling for which is parking space is designated.
E. Each dwelling unit shall be provided at least one hundred fifty cubic feet of private enclosed storage space within the garage, carport, or immediately adjacent to the dwelling unit.
F. Driveway approaches within multi-family developments of more than ten units shall be delineated with interlocking pavers, rough textured concrete, or stamped concrete and landscaped medians.
G. Common laundry facilities of sufficient number and accessibility consistent with the number of living units and the uniform building code shall be provided.
H. Every dwelling unit shall be plumbed and wired for a washing machine and a dryer.
I. For multi-family developments of over ten units, security and management plans shall be submitted for review and approval.

The findings for the CUP are objective in nature and do not pose an undue constrain on development.

Mobile Homes/Manufactured Housing

The City has a specific zone for mobile homes as a means of establishing, maintaining and protecting mobile home rental parks in its jurisdiction. This zone designation provides added protection for tenants from unmitigated displacement due to change in use, including approval of a phase-out plan as a condition of rezoning an existing mobile home park. Mobile homes, along with manufactured housing, need to be permitted in the same fashion as other types of housing in the same zone. Currently, manufactured homes, which include mobile homes subject to the National Manufactured Housing Construction and Safety Act of 1974, are allowed in the MHP zoning designation by right and in the MDR and HDR zoning designations with a conditional use permit.

Accessory Dwelling Units

Accessory Dwelling Units (ADUs), also referred to as second units, are permitted on a lot zoned for one-family and multi-family uses with the exception of the MHP zone. The City may ministerially approve a building permit application within a residential or mixed-use zone to create any of the following:

1. One ADU or junior ADU per lot with a proposed or existing single-family dwelling if all of the following apply:
    a. The ADU or junior ADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical

dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. For purposes of this section, the term "accessory structure" shall mean a structure that is accessory and incidental to a dwelling located on the same lot.

b. The space has exterior access from the proposed or existing single-family dwelling.

c. The side and rear setbacks are sufficient for fire and safety.

d. The junior ADU complies with the requirements of Subsection (F) and Government Code Section 65852.22.

2. One detached, new construction, ADU that does not exceed eight hundred square feet or sixteen feet in height and has at least four-foot side and rear yard setbacks on a lot with a proposed or existing single-family dwelling. The ADU may be combined with a junior ADU described in Subsection (D)(1) of the Zoning Ordinance.
3. At least one ADU within the portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. The applicant may request, and the City shall allow the number of ADU's that equal up to twenty-five percent of the number of multi-family dwelling units in the existing building.
4. Not more than two detached ADU's that are located on a lot that has an existing multi-family dwelling so long as the units do not exceed a height of sixteen feet and have at least four-foot rear and side yard setbacks.

The passage of SB 1069 and AB 2299 in 2016, SB 229 and AB 494 in 2017, as well as SB 13 and ABs 68, 587, 670, 671, and 881 in 2019, made it necessary for Banning to revise its provisions related to the construction of ADUs and requirements for parking spaces to be consistent with State law. AB 68 allows an ADU and a junior ADU to be built on a single-family lot if certain conditions are met. The State has also removed owner-occupancy requirements for ADUs, created a tiered fee structure that charges ADUs based on their size and location, prohibits fees on units of less than 750 square feet, and permits ADUs at existing multi-family developments.

The City is not currently compliant with AB 68 as AB 68 has removed the owner occupancy requirement. Based on Chapter 17.08.100 of the City's municipal code, owner-occupancy is currently required in the single-family residence in which the junior accessory dwelling unit will be permitted.

Agricultural Workers

According to the Southern California Association of Governments (SCAG) in 2020, 102 people were employed in the agriculture, forestry, fishing, and mining industry within the City. The City's Ranch/Agricultural (RA) zone and Ranch/Agricultural-Hillside (RA-H) permit one dwelling unit per 10 acres. Additionally, activities such as agricultural and ranching activities, animal keeping (both personal and commercial use), and animal-keeping or agricultural related commercial enterprises, such as feed stores, commercial stables and similar uses are permitted in these zones.

The City permits agricultural employee housing to be permitted by-right, without a conditional use permit (CUP) in single-family zones for six or fewer persons and in agricultural zones with no more than 12 units or 36 beds. In accordance with State legislation, the City's zoning code will need to be revised to allow farmworker housing for 36 beds or 12 units in the RA and RA-H zones.

Employee Housing

Title 25, California Code of Regulations, Division 1, Chapter 1, Subchapter 3 includes specific requirements for the construction of housing, maintenance of grounds and buildings, minimum allowable sleeping space and facilities, sanitation, and heating for employee housing. The provisions of the California Building Standards Code (Title 24) govern the construction of permanent buildings used for employee housing. The construction of mobilehome and recreational vehicle lots within an employee housing facility is subject to provisions in the Mobilehome Parks Act and regulations adopted by HCD for such facilities.

Buildings used for human habitation, and buildings accessory thereto, within employee housing shall comply with the building standards published in the State Building Standards Code relating to employee housing and with the other regulations adopted pursuant to this part, unless a local ordinance prescribing minimum standards adopted in accordance with Sections 17958.5 and 17958.7 which is equal to such regulations is applicable. Notwithstanding the provisions of Section 17050, if such a local ordinance is applicable to buildings used for human habitation, and buildings accessory thereto, within employee housing, these buildings shall comply with the construction and erection provisions of the ordinance. Every person operating employee housing shall obtain a permit to operate that employee housing from the enforcement agency, unless otherwise exempted by this part. It shall be unlawful for any person to operate employee housing without a valid permit to operate issued by the enforcement agency, as required by this part. Permits to operate shall be issued annually by the enforcement agency, except as provided in this section and Section 17030.5. The City is not in compliance with the Employee Housing Act and will amend its zoning. Under Program 9, the City will review the Employee Housing Act provisions to comply with recent changes to State law and amend the zoning ordinance and other documents as necessary to comply.

Emergency Shelters

According to the 2020 point in time count, there were 43 unsheltered persons in the City of Banning (RCHI 2021). The City's Zoning Ordinance defines "emergency shelter" as housing with minimal supportive services for homeless persons that limits occupancy to six months or less and that does not deny emergency shelter due to a person's inability to pay. Sufficient capacity was provided by the City in its Ramsey Street Village emergency non-congregate shelter. The shelter, however, was ruined in a fire in December 2020. The City has received an insurance reimbursement from the fire, secured additional CDBG funding for construction activities, and is awaiting an anticipated ESG-CVII grant at the Riverside County Board of Supervisors meeting in June of 2021. Therefore, the City anticipates being able to meet the needs of the City's unsheltered persons population in this emergency, transitional setting after the shelter's reconstruction.

The City permits "emergency shelters" in the Airport Industrial (AI) zone. Under the City's Zoning Ordinance, an emergency shelter must comply with the following:

1. Maximum of twenty-five beds;
2. Maximum separation of three hundred feet between emergency shelters;
3. 1.0 space per staff member of largest shift, plus 1.0 space per 12 beds and 2.0 guest spaces
4. Management and operations plan required specifying hours of operation, staffing levels and training procedures, maximum length of stay, size and location of exterior and interior on-site waiting and intake areas, admittance and discharge procedures, provisions for on-site or

off-site supportive services, house rules regarding use of alcohol and drugs, on-site and off-site security procedures, and protocols for communications with local law enforcement agencies and surrounding property owners.

Land uses in the AI zone must be focused on airport-related and transportation-related functions, including machining, manufacturing, warehousing, flight schools, restaurants and office uses. Aircraft maintenance, repair and catering services are also appropriate; and mixed-use projects may also be permitted but are subject to a conditional use permit. Based on the City's current General Plan, there are approximately 420 acres of land zoned as AI. Existing uses in the AI zone include warehouses, storage units, and automobile-related businesses. The AI zone requires a minimum lot size of five acres, allows a maximum building coverage of 75 percent, and is not located in proximity to public transit services, food establishments, or services.

The City currently permits "homeless shelters" in the High Density Residential (HDR) and Mobile Home Park (MHP) zones with a conditional use permit but does not provide a definition of a "homeless shelter" in its Zoning Code.

The City's emergency shelter requirements and conditions are currently not in compliance with state law and will need to be amended. In 2019, AB 101 was passed requiring that a Low Barrier Navigation Center development be a use by right in mixed-use zones and non-residential zones permitting multi-family uses. The City will need to amend its Zoning Ordinance to explicitly address and allow the development of Low-Barrier Navigation Centers, by right, in residential and mixed-use zones, as well as nonresidential zones permitting multi-family uses. The need to amend the City's Zoning Ordinance to allow the development of Low-Barrier Navigation Centers by right in residential and mixed-use zones, is identified as a constraint.

Additionally, AB 139 was passed in 2019, establishing new criteria for evaluating the needs of the unsheltered population. The analysis must assess the capacity to accommodate the most recent unsheltered point-in-time count by comparing that to the number of shelter beds available on a year-round and seasonal basis, the number of beds that go unused on an average monthly basis, and the percentage of those in emergency shelters that move to permanent housing. AB 139 also established new parking standards for emergency shelters based on the number of staff rather than beds, and the standard that emergency shelters must have a separation of no more or up to 300 feet. The Zoning Ordinance is currently compliant with the parking standards and emergency shelter standards established by AB 139.

AB 2339, passed in 2022 and in effect as of January 1, 2023, requires that zoning designations identified to allow emergency shelters as a permitted use without a conditional use or other discretionary permit must allow residential uses. This could include zones that allow mixed uses that permit residential.

To fulfill this requirement, jurisdictions must identify sites in zoning designations where emergency shelters are allowed that meet at least one of the following criteria:

- Vacant and zoned for residential use.
- Vacant and zoned for nonresidential use and located near amenities and services for homeless individuals.
- Nonvacant and is suitable for use as a shelter in the current planning period.

Additionally, identified sites must have a minimum area of 200 square feet per person to show that it may accommodate the number of people experiencing homelessness.

The 2023 Point-in-Time Count found 90 people experiencing homelessness in City of Banning. AB 2339 requires a minimum of 200 square feet per person. In Banning, at least 18,000 square feet of nonresidential zoned vacant parcels are required for the number of people experiencing homelessness. Currently, Banning permits emergency shelters by-right in the AI zone which allows mixed use residential/commercial developments with a CUP. Within the AI zone, there are vacant parcels within half a mile of a bus stop and/or near other amenities such as health care centers. The most suitable parcels for emergency shelters are a maximum of one acre. There are four such parcels in the AI zone that can accommodate 98 people with the maximum capacity limit of 25 beds for each site. Therefore, the City of Banning meets its obligation under AB 2339.

Table 33 Vacant Parcels in the AI Zone for Emergency Shelters

APN	Acreage	Number of Beds
532150005	0.11	23
541280037	0.86	25
541280026	0.13	25
541290019	0.69	25
Total	**1.79**	**98**

Transitional and Supportive Housing

The Zoning Ordinance defines “transitional housing” as a type of state-licensed residential care facility in which six or fewer individuals with a disability reside.

Transitional housing is a use that is permitted by right in all residential zones and is subject to the same regulations and procedures that apply to other residential uses. Given the City’s definition as a small residential care facility, transitional housing is permitted in all residential zones. Proposed transitional housing projects will be subject to the same development standards that apply to each zone.

Soroptimist House of Hope is a Residential Facility that offers treatment for women with Substance Addiction. The facility has a total of 5 beds and includes sober living homes, inpatient and aftercare support. Soroptimist House of Hope mission is to provide a safe, nurturing environment that helps patients to gain life skills in order to achieve a successful recover from their substance addiction and become productive members of the community. The facility’s programs allow clients to learn about recovery and themselves.

Pursuant to the Zoning Ordinance, “supportive housing” means housing occupied by a specified target population defined in Section 50675.14 of the California Health and Safety Code. There is no limit on length of stay, and the housing is linked to onsite or offsite services that assist residents in retaining supportive housing, improving his or her health status, improving independence, and – when possible – gain or maintain employment. Services may include childcare, after-school tutoring, career counseling, etc. Most transitional housing includes a supportive services component. The City regulates supportive housing as a residential use, provided supportive services are subordinate to the residential use. Supportive housing is a residential use subject to the same regulations and procedures that apply to other residential uses of the same type in the same zone.

Adopted in 2018, Assembly Bill 2162 (AB 2162) was passed which requires that supportive housing be a use by right in zones where multi-family and mixed uses are permitted including nonresidential

zones permitting multifamily uses. Additionally, AB 2162 prohibits local governments from imposing any minimum parking requirements for units occupied by supportive housing residents if the development is located within ½ mile of a public transit stop.

The City is currently not in compliance with AB 2162 and will amend its Zoning Ordinance under Program 9 to address new provisions in regard to allowing low-barrier navigation centers in residential and nonresidential zoned areas and streamlining the approval process for emergency shelters, transitional housing, supportive housing, and single-room occupancy housing. To encourage and facilitate housing for persons with disabilities, as appropriate, reduced parking may be granted.

Residential Care Homes

The Banning Zoning Ordinance defines "Residential Care Facility" as a building or group of buildings that provide temporary or permanent housing to children or individuals with a disability, as defined by State or federal law, where the residents do not live together as a single housekeeping unit, and where all facility residents (excluding the operator of the facility, the operator's family, and the facility's staff) are a child or adult with a disability. A residential care facility is not considered a boarding house.

The City does not regulate residential care facility for six or fewer persons per the Lanterman Developmental Disabilities Services Act (California Welfare Institution Code), which requires that State-licensed residential care facilities serving six or fewer persons be treated as a regular residential use. Thus, residential care facilities for six or fewer persons must be permitted by right in all residential zones, as currently allowed in the City's Zoning Ordinance. Development requirements are established to provide guidance for the development of such facilities. No other special development or parking standards are established. The City regulates parking and other development standards based on land use/type of construction. The City's Zoning Ordinance states the use shall not be located within 300 feet, measured from the property lines, of any other boarding house, single room occupancy, large residential care facility or small, unlicensed residential care facility, or within three hundred feet of any elementary or secondary school, or any daycare center. This requirement complies with State law and is therefore not considered an impediment. Program 9 will continue to monitor the most recent housing legislature regarding residential care facilities to remain compliant.

As stated in the Zoning Ordinance, "any person who seeks to operate a residential care facility in a zone where such use is not permitted, either by right or subject to conditional use permit pursuant to Sections 17.08.020 and 17.12.020 of the Zoning Ordinance, may request that the city allow the residential care facility to locate in such a zone as a reasonable accommodation under the federal Fair Housing Act by applying for a conditional use permit." Furthermore, the reviewing authority must approve a request for accommodation if all of the following findings can be made:

1. The request for a reasonable accommodation will not impose an undue burden or expense on the city; and
2. The proposed use will not create a fundamental alteration in the city's zoning scheme. The factors that shall be considered in making this determination include, but are not limited to, the following:
    a. Whether the proposed use is in accord with the operational standards identified in subsection B of the Zoning Ordinance;

b. Whether the proposed location of the use is in accord with the requirements of the zone in which the site is located and complies with other relevant city regulations, policies, and guidelines;

c. Whether the proposed location of the use and the conditions under which it will be operated and maintained will not be detrimental to the public health, safety or welfare, or to existing land uses, the operation of established sensitive land uses as defined in this chapter, the character of established neighborhood, or planned residential development in the vicinity;

d. Whether the proposed use is consistent with the General Plan;

e. Whether the type, intensity, sensitivity, and operating characteristics of the proposed use, and the manner in which it is located on its site, are compatible with existing land uses, the character of established neighborhoods, or planned residential development in the vicinity; and

f. Whether the site is physically suitable for the type, sensitivity, and intensity of the use as proposed, including access, utilities and absence of physical constraints.

Some text of these findings may be subjective, such as "the character of established neighborhood," and may constrain development of residential care facilities. Program 9 will amend the Zoning Ordinance by October 2023 to remove subjective text seen as a constraint to the development of residential care facilities.

Single Room Occupancy (SRO)

The Banning Zoning Ordinance defines SRO as a building or group of buildings with one or more guest rooms without kitchen and/or sanitary facilities in individual guest rooms, and which is also the primary residence of the guests. SRO buildings are currently permitted in the HDR zone with a conditional use permit. The requirement of a conditional use permit is identified as a potential constraint to the development of SROs. Program 9 will remove the conditional use permit requirement for SRO development.

Housing for Persons with Disabilities

Banning, like other cities, has a specific demand and need for housing for persons with disabilities. Persons with disabilities have a wide range of housing needs which vary depending on severity and level of accessibility needed. Physical, mental, and/or developmental disabilities may prevent a person from working, restrict one's mobility, or make it difficult to care for oneself. The City strives to create "barrier-free" housing, making housing more accessible to critical services and transit. Banning has several guidelines that it follows, such as the Federal Fair Housing Act and the California Building Code, to increase accessibility and safety in housing developments.

Definition of Family

Local jurisdictions may restrict access to housing for households that do not met the jurisdiction's respective definition for "family." A restrictive definition of "family" that limits the number of individuals living together may illegally limit the development and siting of group homes for persons with disabilities, but not for housing families that are similarly sized or situated. The City of Banning Zoning Ordinance defines "family" as a single housekeeping unit.

Reasonable Accommodation Procedures

Both the Federal Fair Housing Act and the California Fair Employment and Housing Act direct local governments to make reasonable accommodations (i.e. modifications or exceptions) in their zoning laws and other land use regulations when such accommodations may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling. For example, it may be a reasonable accommodation to waive a setback requirement so that a paved path of travel can be provided to residents who have mobility impairments.

Reasonable accommodation procedures are codified in the City's Zoning Ordinance as detailed below.

17.42.040 - Requesting reasonable accommodation.

A. In order to make specific housing available to an individual with a disability, a disabled person or representative may request reasonable accommodation, pursuant to this chapter, relating to the application of various land use, zoning, or building laws, rules, policies, practices and/or procedures of the city.

B. If an individual or representative needs assistance in making a request for reasonable accommodation, or appealing a determination regarding reasonable accommodation, the department will endeavor to provide the assistance necessary to ensure that the process is accessible to the applicant or representative. The applicant may be represented at all stages of the proceeding by a person designated by the applicant as his or her representative.

C. A request for reasonable accommodation in laws, rules, policies, practices and/or procedures must be filed on an application form provided by the department, shall be signed by the owner of the property and submitted to the director, and shall include the following information:

1. The name, address and telephone number of the applicant;
2. The name, address and telephone number of the individual with a disability for whom the reasonable accommodation is being requested;
3. The name, address, and telephone number of the owner of the property for which the reasonable accommodation request is being made. If the applicant is someone other than the property owner, a letter of agency or authorization signed by the property owner consenting to the application being made is required;
4. The address and current use of the property for which the reasonable accommodation request is being made;
5. A description of how the subject property will be used by the disabled individual(s);
6. A description of the reasonable accommodation request and the specific land use, zoning or building standard, regulation, policy or procedure to be modified or waived;
7. The basis for the claim that the Fair Housing Laws applies to the individual(s) and evidence satisfactory to the city supporting the claim, which may include a letter from a medical doctor or other licensed health care professional, a handicapped license, or other appropriate evidence which establishes that the individual(s) needing the reasonable accommodation is disabled/handicapped pursuant to the Fair Housing Laws;
8. The specific reason the requested accommodation is necessary to make the particular housing unit reasonably accessible and available to the disabled individual(s);

9. Verification by the applicant that the property is the primary residence of the person for whom reasonable accommodation is requested; and
10. A filing fee in an amount as determined from time to time by resolution of the city council, but not to exceed the reasonable estimated costs to the city in processing the application.

17.42.050 - Decision on application.

A. The director may approve, conditionally approve, or deny an application for a reasonable accommodation for an existing use or a proposed new use that only requires a ministerial permit or approval. The director shall issue a written determination within thirty days of the date of receipt of a completed application. The director may:

1. Grant the accommodation request in full,
2. Grant the accommodation request subject to specified nondiscriminatory conditions that are consistent with the requested reasonable accommodation, or
3. Deny the request.

Notice of the director's determination shall be mailed first class to the applicant and adjacent property owners within three hundred feet of the project boundary. The notice of the director's decision shall state the facts and evidence upon which the director's decision was based in connection with the findings stated in section 17.42.060.

A. If the project for which the request for a reasonable accommodation is made requires a discretionary permit or approval, then the application for a reasonable accommodation will be heard at the same time as, and in conjunction with, the applicable discretionary permit or approval. The planning commission shall consider an application at the next reasonably available regular planning commission meeting that occurs after the application for reasonable accommodation is complete. The application for reasonable accommodation shall be heard as a public hearing item. At the conclusion of the public hearing and determination thereon by the planning commission, the director shall issue a written statement of the planning commission's determination within thirty days. The planning commission may:

1. Grant the accommodation request,
2. Grant the accommodation request subject to specified nondiscriminatory conditions that are consistent with the requested reasonable accommodation, or
3. Deny the request.

Notice of the planning commission's determination (which may be in the form of a resolution adopted by the commission) shall be mailed first class to the applicant and adjacent property owners within three hundred feet of the project boundary. The notice of the planning commission's decision shall state the facts and evidence upon which the commission's decision was based in connection with the findings stated in section 17.42.060.

A. If necessary to reach a determination on any request for reasonable accommodation, the director may request further information from the applicant after the applicant has submitted its initial application. Such request for additional information shall:

1. Be consistent with this chapter; and

2. Specify in detail what information is required; and
3. Request additional information only to the extent such information is reasonably necessary to render the findings required by this chapter.

In the event that a request for further information is made, the application will not be deemed "complete" until the applicant reasonably responds to the request with responsive information.

A. A reasonable accommodation that is granted pursuant to this chapter shall not require the approval of any variance as to the reasonable accommodation.

(Ord. No. 1462, § 2, 3-12-13)

17.42.060 - Required findings.

The following findings must be made in order to approve any request for reasonable accommodation:

A. The housing, which is the subject of the request for reasonable accommodation, will be occupied as the primary residence by an individual protected under the fair housing laws.

B. The request for reasonable accommodation is necessary to make specific housing available to one or more disabled individuals protected under the Fair Housing Laws.

C. The requested reasonable accommodation will not impose an undue financial or administrative burden on the city. "Undue financial or administrative burden" is defined in the Fair Housing Laws.

D. The requested accommodation will not require a fundamental alteration of the zoning or building laws, policies and/or procedures of the city. "Fundamental alteration" is defined in the Fair Housing Laws.

E. The requested reasonable accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.

(Ord. No. 1462, § 2, 3-12-13)

17.42.070 - Conditions of approval.

In granting a request for a reasonable accommodation, the director or planning commission, as applicable, may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by section 14.44.060, the Fair Housing Laws and the intent of this chapter. Such conditions may generally include, but are not limited to, the following restrictions:

A. The city's general/standard conditions of approval applicable to all projects;

B. That the reasonable accommodation shall only be applicable to particular disabled individual(s); and/or

C. That the reasonable accommodation shall only be applicable to the specific use for which application is made.

(Ord. No. 1462, § 2, 3-12-13)

17.42.080 - Appeals.

A. Director Decision. Any applicant who is dissatisfied by the decision made by the director on an application for a reasonable accommodation may appeal the director's decision to the planning commission. The appeal must be filed via written notice detailing the grounds for appeal, such notice must be received by the director within fifteen days of the mailing of the director's decision. Upon the filing of a notice of appeal, the director will set the matter for a public hearing before the planning commission to occur not later than sixty days from the date of filing. Notice of the appeal hearing will be given to the applicant by mail at least ten days prior to the hearing. Any person who is dissatisfied by the decision of the planning commission may make a further appeal to the city council in accordance with applicable procedures of section 17.68.090 et seq. of this code. The planning commission's decision will be final absent a timely appeal to the city council.

B. Planning Commission Decision. A decision of the planning commission on an application for a reasonable accommodation considered concurrently with another application for a discretionary approval is subject to the same appeal rights and procedures that apply to the other discretionary approval or pursuant to section 17.68.090 et seq., as applicable.

3.5 Affirmatively Furthering Fair Housing (AFFH)

As part of the Community Development Block Grant (CDBG) program certification process, participating jurisdictions must prepare an analysis of impediments to fair housing choice every five years. The County of Riverside Analysis of Impediments to Fair Housing Choice (County of Riverside AI), is an assessment of the regional laws, ordinances, statutes, and administrative policies, as well as local conditions that affect the location, availability and accessibility of housing. The County of Riverside AI also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing, and provides solutions and measures that will be pursued to mitigate or remove identified impediments. The analysis of impediments to fair housing choice covers Riverside County and provides a demographic profile of Riverside County, assesses the extent of housing needs among specific income groups and evaluates the availability of a range of housing choices for residents. The County of Riverside AI identifies the following impediments to fair housing:

- Hispanic and Black residents continue to be underrepresented in the homebuyer market and experienced large disparities in loan approval rates.
- Concentrations of housing choice voucher use have occurred due to the geographic disparity in terms of rents.
- Housing choices for special needs groups, especially persons with disabilities, are limited.
- Enforcement activities are limited.
- Today, people obtain information through many media forms, not limited to traditional newspaper noticing or other print forms.

The County of Riverside AI does not provide an analysis of impediments specific to the City of Banning. Furthermore, the City has not identified impediments to housing beyond those discussed above. The City does not currently address AFFH either through policy or programs. The City will

incorporate new goals, objectives, and programs, to ensure that fair housing is thoroughly and adequately addressed.

The County of Riverside AI provides a strong foundation and context within which to assess the State of fair housing in the city of Banning. The County of Riverside AI report listed the following impediments that are specific to Banning's land use policies:

- Recent changes to density bonus law
- ADU policies
- Lack of inclusionary housing requirements

3.6 Governmental Constraints

Development and Planning Fees

The City charges various fees and assessments to cover the cost of processing permits and providing certain services and utilities. Table 33 show below summarizes the City's planning fee requirements for residential development. In addition to City fees charged at the time building permits are issued, developers are required to pay school impact and water connection fees.

Table 34 Development and Planning Fees

Development Process	Related Fee
Planning and Zoning	
Variance	$4,269.00
Site Development Plan	$16,008
Conditional Use Permit	$4,718
Specific Plan	$16, 133.00
General Plan Amendment (Land Use)	$8,008.00
General Plan Amendment (Policy)	$7,070.00
Zone Change	$6,917.00
Subdivisions	
Tentative Subdivision Map	$8,985.00 - $9,983.00 depending on number of lots
Tentative Parcel Map	$8,253.00
Design Review	$5,881
Environmental Review	
Environmental Assessment (City Facilitation of Consultant)	$8,209.00
Environmental Mitigation/Monitoring	$5,000.00
Development Impact Fees	
Fire Protection Fee	
Single-Family	$746 per unit
Multi-Family	$610 per unit
Police Facilities	
Single-Family	$1,200 per unit
Multi-Family	$982 per unit
Park Fee	
Single-Family	$3,840 per unit
Multi-Family	$ 3,142 per unit
General Facilities Fee	
Single-Family	$521 per unit
Multi-Family	$426 per unit
Water Facilities Fee	$9,744 per unit
Wastewater Facilities Fee	$5,061 per unit (EDU fee)

Source: City of Banning, March, 2020. Department of Community Development, Development Impact Fee Update Study 2019 http://banning.ca.us/DocumentCenter/View/6361/Banning---Development-Impact-Fee-Update-Study---Final-8-7-19

The City's total development impact fees in 2020 were approximately $21,112 per unit for single-family housing and $19,965 per unit for multi-family housing. Through the policies and programs of the Housing Element, the City proposes to monitor all regulations, ordinances, departmental processing procedures, and residential fees to assess their impact on housing costs.

On- and Off-Site Improvements

Requirements for on- and off-site improvements vary depending on the presence of existing improvements, as well as the size and nature of the proposed development. In general, most residential areas in Banning are served with infrastructure. Infrastructure is already established in multi-family areas. Even for single-family areas, only minor roadway and sewer extensions may be

required. Developers are responsible for all on-site improvements, including parking, landscaping, open space development, walkways, and all utility connections.

Public street widths are specified in Banning Development Code. This document establishes street standards for various types of streets. For residential streets, the typical right-of-way (ROW) is 10 feet from curb from curb face. If curb and gutter does not exist, then the ROW is typically 30 feet from the street centerline. Private streets must be wide enough to meet standards established in the California Fire Code for Fire Department equipment needs.

The City of Banning's fee structure includes some on- and off-site improvements, which are described in the section above. Off-site improvement fees include drainage and sewer facility fees, school fees, park land fees, and public facility fees, among others.

Building Codes and Enforcement

The City adopted and enforces the 2022 California Building Standards Code (aka California Building Code or CBC) which ensures that all housing units are built to specified standards. The code is substantially determined by the International Code Council and the State of California. The City adopted the code with few administrative amendments concerning the height of fences and swimming pool enclosures and exit alarms. These standards do not significantly increase construction costs. Exceptions or methods of alternative compliance to the requirements of the CBC are contained in the code. The City has no local ability to waive the provisions of the CBC. A mechanism within the building code allows for an appeals process to challenge interpretations of the building code requirements.

The Building Division actively enforces the California Building Code provisions that regulated the access and adaptability of buildings to accommodate persons with disabilities. Government Code Section 12955.1 requires 10 percent of the total dwelling units in multi-family buildings without elevators, consisting of three or more rental units or four or more condominium units, subject to the following building standards for persons with disabilities:

- The primary entry to the dwelling unit shall be on an accessible route unless exempted by site impracticality tests
- A least one bathroom shall be located on the primary entry level served by an accessible route
- All rooms or spaces located on the primary entry level shall be served by an accessible route. Rooms and spaces located on the primary entry level and subject to this chapter may include but are not limited to kitchens, bathrooms, living rooms, bedrooms, or hallways
- Common use areas shall be accessible
- If common tenant parking is provided, accessible parking spaces are required

The City enforces Title 24 of the California Code of Regulations that regulates the access and adaptability of buildings to accommodate persons with disabilities. No unique restrictions are in place that would constrain the development of housing for persons with disabilities. Compliance with provisions of the Code of Regulations, including the California Building Standards Code, is reviewed and enforced by the Building Division of the Community Development Department as a part of the building permit submittal.

Furthermore, the City has a program to inspect and enforce building code standards. Planning and redevelopment staff work closely with the Building Division to identify and convert substandard and dilapidated housing conditions. Compliance with Building Code standards may add to the cost of

construction but is necessary to protect building integrity and the wellbeing of inhabitants. Code Enforcement related to dilapidated housing within the City is done on a proactive basis when possible through active patrols by City's Code Officers, or as needed through reporting of residents or other complaints.

Processing and Permit Procedures

The processing time needed to obtain development permits and required approvals is commonly cited by the development community as a prime contributor to the high cost of housing. Processing times depend on the magnitude and complexity of the proposed development project. Banning's processing procedures for new housing developments and the modification of existing residential projects include the following frequently used permits and actions: tentative maps, design review permits, administrative permits and appeals, site plan reviews, variances, and subdivisions. The City does not have a separate design review board for residential development. An applicant may submit an early design review application form to be reviewed before the City's planning department prior to formal submittal of a project to the City. However, a pre-application is not a requirement of the Municipal Code. In accordance with new transparency requirements, the City of Banning has posted all zoning, development standards, and fast-tracked development timeframes and fees on the City's website.

Certainty and consistency in permit processing procedures and reasonable processing times is important to ensure that the development review/approval process does not discourage developers of housing or add excessive costs (including carrying costs on property) that would make the project economically infeasible. The City is committed to maintaining comparatively short processing times, although total processing times will vary by project. Recent data shows that processing times for complex discretionary applications can range from six to eight months and Special Use Permit (SUP) processing times average four to six months. Applications for less complicated projects, such as parcel maps and plot plans, can generally be processed in six months or less, although this depends on site constraints and projects issues that may arise. The City is currently in compliance with the requirements under the State's Streamlining Review Act.

Banning's site development permit findings and standards of approval, which can be found under section 17.56.050 of the City's Development Code, require conformance with Banning's policies and codes. The standards listed in these findings are intended to provide predictable, clear, concise, and unambiguous procedures for the review and evaluation of site development and plot plans that do not create any undue burden or barrier for permit approval. Prior to making a determination, the review authority shall determine that the project adequately meets adopted City performance standards and design guidelines, based upon the following findings:

a. The proposed project is consistent with the General Plan.
b. The proposed project is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.
c. The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development and will not result in vehicular and/or pedestrian hazards.
d. The design of the proposed project is compatible with the character of the surrounding neighborhood.

Fast Track Policy

The City adopted a "Fast Track" Policy for development review in December 2020. A residential development project is eligible if it meets at least one of the following criteria:

a. The project has received a form of public assistance from a federal, state, county, or local agency and at least 15 percent of all project residential units that are either owner-occupied or tenant-occupied have an irrevocable covenant that restricts occupants for low-income households for a minimum period of 30 years; or
b. The project has received a form of public assistance from the federal, state, county, or local agency and at least 15 percent of all project residential units that constitute mutual self-help housing units have an irrevocable covenant that restricts occupants for low-income households for a minimum period of 15 years; or
c. The project is funded by Multifamily Housing Revenue Bonds authorized by the California Debt Limit Allocation Committee and at least 20 percent of all project residential units have been enforceable restricted to be affordable to low-income households for a minimum period of 30 years.

Fast Track projects can have a free Preliminary Application Conference (PAC) meeting with the City departments. As part of this process, the Planning Department shall issue a transmittal, including a memorandum attached to the site plan which describes the proposed project, no less than five business days before conducting the PAC meeting. At the Fast Track PAC meeting, the staff members of the Development Review Team shall identify all necessary and required revisions to the site plan and all required special studies, including, but not limited to, studies relating to traffic, geology, hydrology, drainage, water quality, hazards, airport review, biology or cultural resources, reports and/or studies. After the project proponent has made all the required revisions to the site plan and has prepared all the required special studies, the project proponent shall submit the appropriate land use applications, including the appropriate special studies, on the forms and in the method required by the Department. The applications are considered by the Development Review Team and then set for hearing before the City Council. A hearing before the Planning Commission is not required unless the proposed project requires a concurrent General Plan Amendment, Zone Change, and/or Specific Plan/Specific Plan Amendment in order to authorize the use in the particular zoning district and land use designation. Under the Fast Track program, the City has committed to a 90-day timeframe (submittal to approval) for all projects.

Program 12 of this Housing Element strives to make the development process in Banning more efficient. This program will also uphold SB 330 by further streamlining the permit process and directly coordinating with developers to ensure a timey application and development process.

Design Review

The current design review process consists of staff review at the time of building permit plan check. The architectural plans are reviewed for consistency with design guidelines such as adequate variation of rooflines, articulations of structure, and no blank walls. Projects are not denied but are revised through this process. The Residential Design Development Design Guidelines, originally adopted by the City Council and revised in2006, complement the mandatory site development regulations contained in the City's Zoning Ordinance and Specific Plans. There is no special fee for design review and the additional time and cost to the developer is minimal. The most common changes resulting from the review are additional windows or other minor architectural features.

This process does not serve as a constraint to housing production. Program 12 addresses the design review process in addition to project review.

City Residential Development Cost-Reduction Programs

To help offset the high cost of development, the City has an existing program which waives City-related fees for construction of a single-family residence (up to $20,000). There must be an affordability covenant required for 45 years. The City also has an underwriting program for multi-family complexes which requires a 55-year affordability covenant and City Council approval. Programs are subject to funding availability.

3.7 State Tax Policies and Regulations

Proposition 13

Proposition 13, a voter initiative that limits increases in property taxes except when there is a transfer of ownership, may have increased the cost of housing. The initiative forced local governments to pass on a greater share of the costs of housing development to new homeowners.

Article 34

Article 34 of the State constitution requires that low-rent housing projects developed, constructed, or acquired in any manner by a public agency must first be approved by a majority of the voters. Requiring such approval can act as a barrier to the development of affordable housing due to the uncertainty and delay caused by the process.

Federal and State Environmental Protection Regulations

Federal and State regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from fees charged by local government and private consultants to complete the environmental analysis, and from delays caused by the mandated public review periods, add to the overall cost of housing and are passed on to the buyer. However, the presence of these regulations helps inform the public of potential environmental impacts, preserve environmental resources, and maintains quality of life for Banning residents.

3.8 Infrastructure and Environmental Constraints

Infrastructure and Services

Additional factors that could constrain new residential construction is the cost and accessibility of adequate infrastructure such as street upgrades, water and sewer lines, lighting, and other necessary improvements and connections required to serve and support residential development. In most cases, these improvements are dedicated to the City, which is then responsible for their maintenance. The cost of these facilities is generally borne by developers, thereby increasing the cost of new construction.

Electricity and Natural Gas

The City of Banning Electric Utility Department provides electric services and facilities to the City. The City procures the majority of its electricity through contracts with the Southern California Public Power Authority which provides sufficient capacity. Sites identified in the sites inventory located

within the RSG and Butterfield Specific Plan will be developed with water and sewer infrastructure. All new permanent electrical distribution and transmission lines serving the RSG Specific Plan and Butterfield Specific Plan developments will be placed underground where needed and in accordance with the timing of development. Electricity and natural gas infrastructure and services are available and do not present a constraint on development.

Sewer and Water

The City provides potable water services. The City recently entered into a joint venture agreement with the Cherry Valley Water District to share water from three additional wells in Beaumont. Wastewater generated is treated by the City-managed Wastewater Utility Department. Senate Bill 1087 (enacted 2006) requires that water and wastewater service providers develop written policies that grant priority to proposed development that includes housing affordable to lower-income households. The legislation also prohibits water and sewer providers from denying or conditioning the approval of development that includes housing affordable to lower income households unless specific written findings are made. The City will provide a final copy of the final Housing Element to the Wastewater Utility Division and the Cherry Valley Water District within 30 days of adoption. The City of Banning will also continue to coordinate with outside districts to ensure priority service provision to affordable housing developments, as described in Program 16.

Sites identified in the sites inventory located within the RSG and Butterfield Specific Plan will be developed with existing water and sewer infrastructure. These Specific Plans include plans for water and sewer service, and are incorporated into utility and service system master plans and forecasts. Water utilities are also available for sites located in the northern portion of the city known as Banning Bench. Wastewater utilities are either available for sites at Banning Bench, or the sites are permitted for septic tank systems. Water and wastewater infrastructure and services are available and do not present a constraint on development.

Environmental Constraints

Additionally, environmental constraints are another potential housing constraint, as they have the potential to limit the density and locations of housing developments due to hazards. A city's environmental setting and characteristics can greatly affect the feasibility and cost of developing housing. There are a number of environmental factors in Banning that can affect the character and density of development in the City, including the availability of land and water, topography that limits building sites such as steep slopes, and environmental hazard zones for such as earthquakes, unstable slopes and soils, flooding, and wildfires.

Earthquakes and Seismic Activity

Slope instability is of great concern in the City as development reaches higher elevations within the hills due to the risk of landslides and erosion. Slope failures can occur on the steep slopes of the foothills and mountains that surround the City. Additional areas of concern include areas with steep canyon walls and the natural slopes that face the southern edge of the City that may be prone to rockfalls and landslides.

Historically, Riverside County has experienced strong shaking and damage from path earthquakes. The San Andreas fault is over 700 miles long and runs from the Gulf of California to north of the San Francisco Bay. The San Andreas Fault zone passes through the northerly portion of Banning. In addition to the San Andreas Fault System, there are several major active faults including Banning Fault, San Gorgonio Pass Fault Zone, San Jacinto Fault Zone, and the Garnet Hill Fault.

For the City, ground-shaking is the greatest seismic hazard. Seismic ground shaking can result in landslides, ground lurching, structural damage or destruction, and liquefaction. The City implements all CBC standards for housing development, which helps protect development from damage from seismic incidents and other geological hazards.

Flooding

The City encompasses sharp contrasts in terrain, with high to moderately steep slopes bordering the City on the south, and a narrow southeastward-sloping valley characterizing the central part of the City. Steep, rugged mountains rise from the northern edge of this valley to form a dramatic backdrop. The mountains have been deeply incised by large, south-flowing streams that have created drainage basins that extend miles beyond the City limits. The San Gorgonio River is the largest of the City's streams and has the greatest drainage basin area.

Floods that impact the City are attributed to three different types of storm events: general winter storms, combining high-intensity rainfall and rapid melting of the mountain snowpack; tropical storms out of the southern Pacific Ocean; and summer thunderstorms. Flood hazards in the Banning area can be classified into three general categories; flash flooding through natural channel, ponding with flows impeded by man-made obstructions, and sheet flooding across the alluvial fans upon which most of the City's development is currently located.

To help offset impacts on residential development due to local flooding, all future developments must comply with the requirements and design standards of the City's Development Code Section 15.64 that sets forth design and construction standards to reduce potential impacts to flood hazards. In addition to these regulations, the City's Land Use Element and Environmental Hazards Element of the General Plan outlines policies that discourage future development in areas prone to flooding and other hydrological hazards. Furthermore, the Banning Master Drainage Plan contains mitigation strategies and recommendations to help reduce potential damage and risk as a result of flooding and water inundation.

Wildfire

The City's General Plan identifies wildfire hazards as a primary concern . The typically mild, wet winters result in an annual growth of grasses and plants that dry out during the hot summer months. This dry vegetation provides fuel for wildfires in the autumn when the area is intermittently impacted by Santa Ana winds – hot, dry winds that blow across the region in the late fall prone to spreading fires. Historically, a large portion of the Banning planning area has burned, often repeatedly. In the City, the Extreme Fire Hazard Zone primarily includes the undeveloped canyon and hillside areas where native vegetation predominates (chaparral scrub and tree assemblages). The State-defined Very High Fire Hazard Severity Zone (VHFHSZ) includes areas of moderate relief at the interface with the more developed areas of the City. This zone is primarily comprised of undeveloped or partially undeveloped areas which tend to have large grass growth. The City's downtown core, which is primarily urban development, is not considered to be located in a very high or high fire hazard zone.

To help reduce and mitigate against wildfire threats, the City established standards set forth in the City's Zoning Ordinance to comply with the California Fire Code and necessary amendments. Additionally, any new development located in an area that is designated as a VHFHSZ is required to comply with all sections of Chapter 7A of the revised CBC (Materials and Construction Methods for Exterior wildfire Exposure) and Chapter 47 of the CFC (Requirements for Wildland Urban Interface

Fire Areas). Furthermore, future development would be guided by General Plan policies pertaining to wildfire threat.

Resource Management Plans

In addition to the environmental hazards discussed above, the City is ecologically diverse, with many significant areas of native vegetation located throughout the City. Large portions of native vegetation along the San Gorgonio River and the undisturbed slopes of the San Bernardino Mountains contain several sensitive vegetative species. These areas are primarily zoned as open space to help protect these natural resources and the biological communities within them.

To help further implement conservation of biological and natural resources in the City, the City observes the Western Riverside County Multiple Species Habitat Conservation Plan (WR-MSHCP). The WR-MSHCP is a comprehensive, multi-jurisdictional plan to conserve endangered and threatened species and their habitats. Future development, redevelopment, and city-wide improvements must be in compliance with the MSHCP and provide mitigation as required.

The City does not currently have its own certified Climate Action Plan but participates in the 2014 Western Riverside Council of Governments Sub Regional Climate Action Plan. The Climate Action Plan strives to use energy more efficiently, harness renewable energy to power buildings, enhance access to sustainable transportation modes, more efficiently recycle waste, build local food systems, create new green jobs, and improve overall quality of life. Banning seeks to continue to improve energy efficiency and water conservation in its community through programs such as the Energy Efficiency Rehabilitation Program and the Energy Efficiency and Minor Home Repair Program.

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4 Housing Resources

Resources that are available for the development, rehabilitation, and preservation of housing in the City of Banning are discussed in this section. The analysis demonstrates the City's ability to satisfy its share of the region's future housing need, identifies financial and administrative resources available to support housing activities and facilitate implementation of City housing policies and programs.

4.1 Future Housing Needs

State law requires that each community play a role in meeting the region's housing needs. Specifically, a jurisdiction must demonstrate in the Housing Element that its land inventory is adequate to accommodate its share of the region's projected growth. This section assesses the adequacy of Banning's land inventory in meeting future housing needs.

Regional Housing Needs Assessment (RHNA) Requirement

This update of the City's Housing Element covers the planning period of October 2021 through October 2029 (also referred to as the 6th Cycle Housing Element update). Banning's share of the regional housing need is allocated by SCAG and based on factors such as recent growth trends, income distribution, and capacity for future growth. Banning must identify adequate land with appropriate zoning and development standards to accommodate its allocation of the regional housing need.

Banning's share of regional future housing needs for the 6th Cycle planning period is a total of 1,673 new units. This allocation is distributed into five income categories, as shown below in Table 34. The RHNA includes a fair share adjustment which allocates units by income category in order to meet the State mandate to reduce over-concentration of lower income households in historically lower-income communities in the region.

Table 35 Housing Needs for 2021-2029

Income Category (% of County AMI)	Number of Units	Percent
Extremely Low (30% or less)*	155	9.30%
Very Low (31 to 50%)	162	9.70%
Low (51 to 80%)	193	11.60%
Moderate (81% to 120%)	280	16.70%
Above Moderate (Over 120%)	883	52.70%
Total	**1,673**	**100.00%**

* The City has a RHNA allocation of 192 very low-income units (inclusive of extremely low-income units). Pursuant to State law (AB 2634), the City must project the number of extremely low-income housing needs based on Census income distribution or assume 50 percent of the very low-income units as extremely low. According to the CHAS data developed by HUD, 33.0% of City households earned less than 50 percent of the AMI. Among these households, 49.3 percent earned incomes below 30% (extremely low). Therefore, the City's RHNA allocation of 317 very low-income units may be split into 155 extremely low and 162 very low-income units. However, for purposes of identifying adequate sites for the RHNA allocation, State law does not mandate the separate accounting for the extremely low-income category.

Source: Final Regional Housing Needs Allocation, SCAG, (2021).

4.2 Credits Toward RHNA

Units Planned or Approved

Housing units approved and/or pending (and not yet permitted for construction) as of June 30, 2021 can be credited towards meeting the City's RHNA. The City must demonstrate in this Housing Element its ability to meet the remaining housing needs, through the provision of sites, after subtracting anticipated units. Table 35 shows the remaining unit deficit after subtracting units that are pending or approved as of June 30, 2021.

Table 36 Remaining 2021-2029 Share of Regional Housing Needs

Income/Affordability Category	RHNA	Units Pending or Approved	Remaining Units Deficit
Lower	510	9	501
Moderate	280	352	0
Above Moderate	883	1,384	0
Total	**1,673**	**1,745**	**501**

As of October 2023, 1,745 units are planned or approved for development. The majority of these sites are located in the Butterfield Specific Plan. Based on regional market rents and sales prices (Table 22), apartments and condominiums/ townhomes are affordable to moderate income households. Single-family homes are generally affordable only to above moderate-income households (Table 23). Affordability of planned or approved units is based on the actual or projected sale prices, rent levels, or other mechanisms establishing affordability of the units within the project. All units except for Vista Serena and the Banning 98 projects would be single-family homes and would have sales prices and rent levels of 120 percent of AMI or above. Vista Serena is a condominium project and would have sales prices at the moderate-income level. The Banning 98 project is a duplex home project with a density bonus provision setting aside 9 units for very low-income households. The remaining 177 units will be available for rent to moderate-income households. Planned and approved projects achieve an average of 79 percent of the maximum allowable density.

Table 37 Planned or Approved Units (2023)

Project Name	Zoning	Acreage	Max. Units Allowed	Units Achieved	Percent of Max. Density	Income Category	Specific Plan	Project Status
TTM 37388	LDR, MDR	119.97	559	287	51%	Above Moderate	Butterfield	Entitled/no permits issued
TTM 37389	LDR, MDR	152.48	760	616	81%	Above Moderate	Butterfield	Permits issued
Vista Serena	HDR	2.00	36	32	89%	Moderate		Entitled/no permits issued
TTM 37766	LDR	14.16	70	80	114%	Above Moderate	Rancho San Gorgonio	Entitled/no permits issued
TTM 36710	LDR	10.60	53	39	74%	Above Moderate		Entitled/no permits issued
TTM 37390	LDR, MDR	93.00	465	362	78%	Above Moderate	Butterfield	Permits issued
Banning 98 - TM 36939	LDR Density Bonus	34.60	186 9 VLI	186	100%	Moderate		In Plan Check
Vista Robles – KB Home	LDR	65.00	143	143	44%	Moderate		Final Map

4.3 Specific Plan Areas

The majority of the planned and approved projects that are anticipated to be constructed during the 2021-2029 planning period are located in Specific Plan areas. Within the Butterfield Specific Plan, 32 moderate income units and 1,262 above moderate-income units are currently planned, while 80 above moderate units are currently planned and within the Rancho San Gorgonio Specific Plan. The development standards of these specific plans are discussed in Chapter 3. Details of these proposed projects are included on Table 36. These units count as credits to the City's RHNA allocation. No additional sites included in Appendix B are located within specific plan areas.

Butterfield Specific Plan

The Butterfield Specific Plan is a 1,543-acre multi-use community within the northwestern corner of the City of Banning. Butterfield is to be predominately residential, comprised of simple, architecturally designed single-family, detached homes. Neighborhood parks, a public golf course, community parks, schools, open spaces, retail, and commercial parcels are also integrated into the community. The Butterfield Specific Plan proposes a variety of residential opportunities including small, medium, and standard lot single family detached homes; various configurations of single family detached cluster residences and attached single family or multi-family dwellings. Full construction is expected to occur over a 30-year period, with an estimated 180 dwelling units constructed per year.

The community character for Butterfield encompasses the elements of the rustic and natural beauty of the site's surrounding foothill environment. The community landscape concept combines the existing natural character of the site with the historic California ranch vernacular. The theme will be defined and implemented through architectural elements and materials such as stone walls, and other similar materials and finishes throughout the community. Butterfield's high-profile areas such as monumentation, parks, golf course clubhouse, and other community facilities will be highlighted and reinforce the California ranch theme.

Rancho San Gorgonio Specific Plan

The Rancho San Gorgonio (RSG) Specific Plan is an 831-acre master planned residential community within the City of Banning and its sphere of influence. The RSG Specific Plan aims to fulfill the City of Banning's growth objectives by creating a development that responds to planning needs of the area, incorporates existing natural features and park amenities, and provides a variety of land uses. The Plan is organized into 44 planning areas (PAs) that include a variety of residential densities, lot types and housing types, common open spaces, an elementary school site, and a commercial area. Parks and paseos are incorporated throughout the community and buffer the converging existing creeks, while providing walking, riding and vehicle access throughout the community and connecting the RSG Specific Plan's distinct walkable "Village" neighborhoods.

The RSG Specific Plan supports a variety of residential opportunities including small, medium and larger lot single-family detached homes, various potential configurations of single-family detached cluster residences, and potential attached multi-family dwellings. The variety of residential uses provides housing at different affordable price levels. Through the use of a master plan, the RSG Specific Plan responds to the community's vision and objectives by providing a desirable high-quality planned community that integrates residential living areas and amenities throughout the RSG property. The mix of residential, commercial, open space and recreational opportunities provided by the RSG Specific Plan is organized and connected by the natural character of the land. The RSG Specific Plan's location within Banning, situated between the San Bernardino Mountains, including Mount San Gorgonio, and the San Jacinto Mountains, provides a human experience with design concepts that respond to the physical, social and emotional needs of its residents. Needed infrastructure improvements including roadways, drainage, and other improvements have been identified and sensitively incorporated into an urban design concept that celebrates open space and the public realm.

Accessory Dwelling Units (ADU)

ADUs provide affordable housing options for family members, friends, students, the elderly, in-home health care providers, the disabled, and others. An ADU can be located on residentially zoned property that has an existing single-family or multi-family residence. Only one ADU was permitted in in Banning in 2020. Due to the low number of ADU applications, this housing element update is not considering ADU development credits to the RHNA allocation.

Banning passed Ordinance NO. 1559 in January 2020, which established development standards for junior ADUs consistent with state law. These standards were intended to facilitate the development of ADUs in a manner that preserves the integrity of single-family and multi-family residential areas, avoids adverse impacts on such areas, and ensures a safe and attractive residential environment. Banning's Municipal Code underwent a substantial amendment related to second units to reduce barriers and provide more flexible standards for ADUs.

4.4 Remaining RHNA

After accounting for units planned and approved, there is a remaining need of 501 units, all lower income units. The City must demonstrate the availability of sites with appropriate zoning and development standards that can facilitate and encourage the development of such units.

Residential Sites Inventory

State law requires that jurisdictions demonstrate in the Housing Element that the land inventory is adequate to accommodate a jurisdiction's share of the regional growth. The City is committed to identifying sites at appropriate densities as required by law. The State, through AB 2348, has established "default" density standards for local jurisdictions. State law assumes that a density standard of 30 units per acre (du/acre) is adequate to facilitate the production of housing affordable to lower income households. Therefore, in estimating potential units by income range, it is assumed that:

- A density of zero to 14 du/acre (primarily for single-family homes) is assumed to facilitate housing in the above moderate income category;
- A density of 15 to 29 du/acre (primarily for medium density multi-family developments) is assumed to facilitate housing in the moderate-income category; and
- A density of 30 or more du/acre (primarily for higher density multi-family developments) is assumed to facilitate housing in the very low- and low-income category.

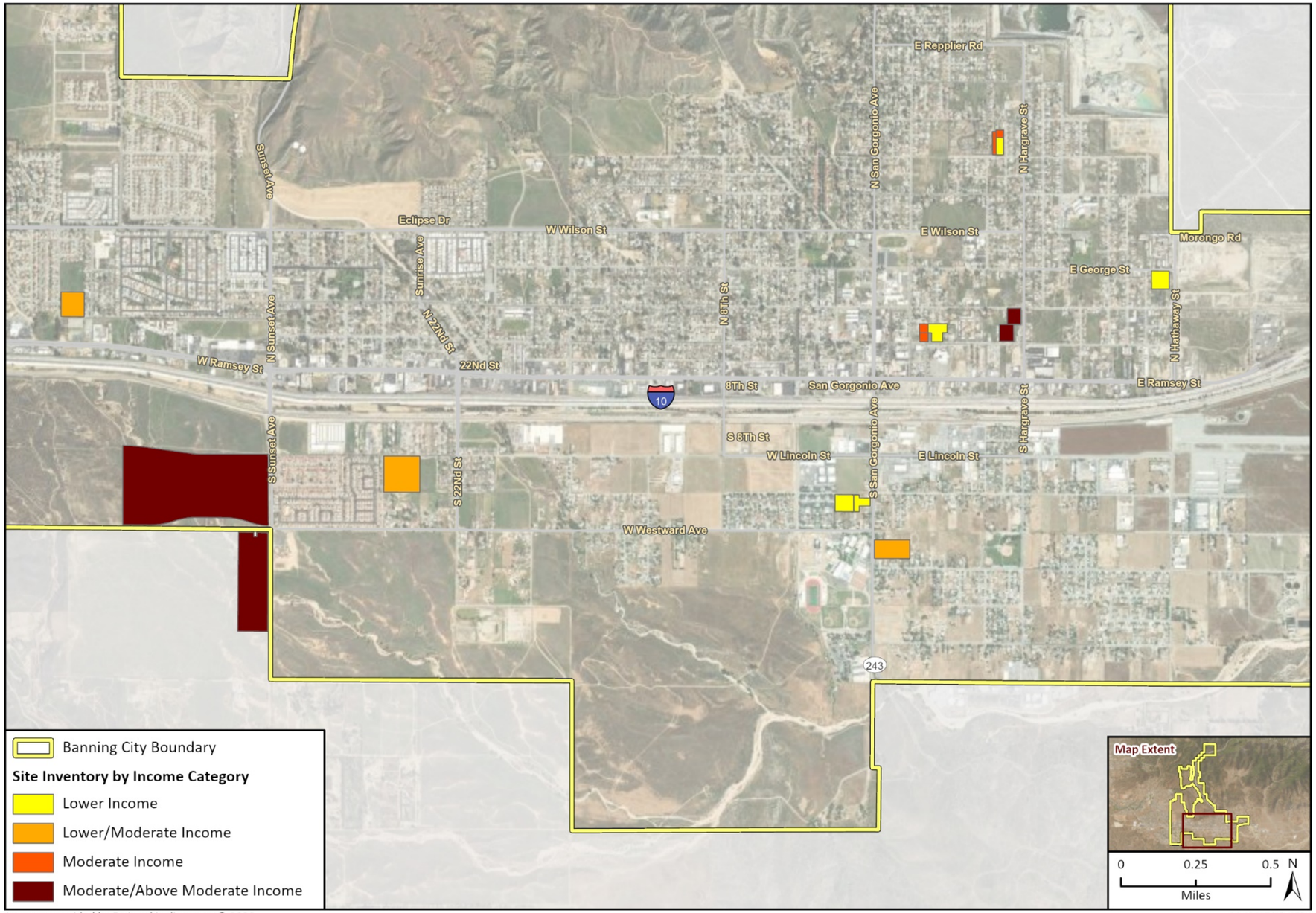
Geographic information system (GIS) data was used to identify potential sites for housing development. There are 16 vacant sites that can accommodate housing development. In 2022, the City rezoned 12 of these sites to Very High Density Residential (VHDR). Currently, the VHDR zone allows a minimum of 19 units per acre (du/acre) and a maximum of 24 du/acre. In January 2024, the City will amend the VHDR zone to allow a minimum of 24 du/acre and allow a maximum of 30 du/acre to be able to accommodate housing affordable to very low and low-income households, as outlined in Program 4 of the Housing Plan. The remaining four vacant sites are currently designated High Density Residential (HDR), which allows a minimum of 11 du/acre and a maximum of 18 du/acre and can accommodate units affordable to moderate- and above moderate-income households. A detailed sites inventory of the residential capacity can be found in Appendix B. The sites are shown in Figure 6.

None of the sites in the inventory are in, or planned to be in, zones that would allow mixed use or nonresidential uses. The City used conservative assumptions to estimate the development capacity of each site. Specifically, the site inventory assumed the minimum allowable density of all parcels instead of the full development potential. This assumption is based on historical development patterns and accommodates for a variety of site-specific factors such as ingress and egress, parking, landscaping, and other potential physical constraints to development, topography, and site configuration.

In the event that sites identified for lower or moderate-income development do not develop with sufficient lower- or moderate-income units to meet the RHNA, the City will prioritize its buffer allocation to accommodate any shortfall of lower- or moderate-income units, as directed by Program 5, Residential Sites Monitoring Program.

One site in the inventory is proposed for annexation. The City will undertake steps outlined in Program 30 to ensure appropriate timing of the annexation for residential development within the planning period. The property in question is located with a proposed specific plan for which an administrative draft environmental impact report (EIR) has been prepared, but as of November 2023, has not been made available for public review and comment. The project is expected to include LAFCO hearings for incorporation in 2024, prior to the City taking an approval action on the proposed specific plan and EIR.

Figure 6 Vacant Residential Parcels



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Additional data provided by City of Banning, 2023.

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The City considered multiple criteria for sites appropriate for high-density residential development:

- Currently vacant
- Located within urbanized residential areas
- Adjacent and direct access to existing public streets
- Relatively flat
- Soil disturbance from prior use (farming/discing) and/or weed abatement (not likely habitat for threatened or endangered species)
- The entire parcel is "usable," no obvious physical site constraints
- Supporting infrastructure: water, sewer, electricity, and gas located in existing streets or right-of-way; and other utilities readily available
- Proximity to planned transit stops
- Proximity to public facilities, e.g., schools, parks, Civic Center

A summary of planned and approved projects, vacant, and rezoned sites by income category is located in Table 37.

The City will also propose a new General Plan land use category that will be introduced after adoption of the Housing Element. This new category will support 25+ du/ac and could facilitate the future development of lower income units. This new land use will not be part of the housing plan included in this Housing Element.

4.5 Adequacy of Residential Sites Inventory in Meeting RHNA

Vacant parcels in Banning can accommodate the development of 909 new housing units. Current and planned densities can accommodate both lower- and moderate-income units. Given these estimates, the City will have enough capacity to accommodate its 2021-2029 RHNA.

Table 38 Adequacy of Residential Sites Inventory

	Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units
RHNA Allocation	**510**	**280**	**883**	**1,673**
Planned and Approved Units	9	352	1,384	2,065
ADUs	0	0	0	0
Remaining RHNA After Credits	**501**	**0**	**0**	**501**
Vacant Sites	555	242	112	909
Total Units	**564**	**594**	**1,496**	**2,654**
Total Unit Surplus	**63**	**314**	**613**	**981**

4.6 Availability of Infrastructure and Services

The City is committed to actions and expenditures to provide infrastructure and enhancements meant to encourage and facilitate subsequent development. Banning's Capital Improvement Program provides for the maintenance and improvement of the City's infrastructure including such

items as: streets, sidewalks, sewers, storm drains, water system, street lighting, traffic signals, and other infrastructure projects. The existing infrastructure system may require minor upgrades to address age and condition-related issues; however, the systems do contain sufficient capacity to allow for the development of 1,673 additional residential units as required by the City's RHNA allocation.

Infrastructure extensions and improvements would be required to support both the Butterfield Specific Plan and the RSG Specific Plan. Proposed onsite infrastructure includes storm drains, retention/detention basins, wastewater, water, recycled water, and dry utilities (i.e., electric, gas, telephone, and cable) that would connect to existing facilities.

Sewer System

Banning's Municipal Water and Sewer Service is responsible for supplying the majority of sewer collection and treatment services within the City. The utility collects wastewater from homes and businesses in the City and treats the sewage at the City's Wastewater Reclamation Plant. The City is currently in the process of expanding its Wastewater Reclamation Plant to provide tertiary treatment of wastewater to use to water golf courses and parkland in the City. The City adopted the 2016 Sewer System Management Plan which establishes management, operation, and maintenance practices for the sewer system. Both the Butterfield Specific Plan and the RSG Specific Plan include a Sewer Master Plan outlining the sizes and locations of proposed sewer mains. Banning's existing sewer system has the capacity to adequately accommodate the additional residential units.

Water System

Banning's Municipal Water and Sewer Service is responsible for supplying clean water to the City and surrounding areas. The service supplies local groundwater pumped from 22 City-owned wells located in the City's water canyon along with other parts of the City. Both the Butterfield Specific Plan and the RSG Specific Plan include a Potable Water Master Plan outlining the sizes and locations of proposed water mains. In addition, the City recently entered into a joint venture agreement with the Cherry Valley Water District to share water from three additional wells in Beaumont. The 2015 Urban Water Management Plan (UWMP) for the Beaumont Cherry Valley Water District establishes planned upgrades to the water distribution system within the City. The UWMP assumes 2,732 dwelling units as the ultimate build-out need. Banning's existing potable water system in combination with the Cherry Valley Water District has the capacity to adequately accommodate the additional residential units.

Stormwater and Drainage System

The National Pollutant Discharge Elimination System (NPDES) permit program is designed to monitor, reduce, and control the amount and type of pollutants that enter the storm drainage system. As required by state law, Banning implements a Drainage Area Management Plan and Local Implementation Plans (LIP) to manage urban runoff and preserve predevelopment hydrology. Banning's existing stormwater system has the capacity to adequately accommodate the additional residential units.

Dry Utilities

The Banning Electric Utility is responsible for supplying electricity to the City and surrounding areas. Other dry utilities such as natural gas, telephone and data services, and cable television are serviced

by contracted providers within the City. Providers include, but are not limited to, SoCalGas, AT&T, and Spectrum.

Circulation System

The City's Circulation Element outlines the long-term plan for roadways, including numbers of lanes, right-of-way, and general operating conditions. It also provides guidance relating to the transit system, goods movement system, and nonmotorized travel, including bicycle and pedestrian travel and serves as a comprehensive transportation management strategy.

4.7 Financial Resources

The primary funding source that Banning uses for implementation of its housing programs is Community Development Block Grant (CDBG) funds. The City will also continue to use U.S. Department of Housing and Urban Development (HUD) funds administered through the County's Housing Choice Voucher Program for rental assistance. Another significant financial resource available to the City of Banning for the preservation of at-risk housing, improvement, and development of affordable housing is HOME Investment Partnership (HOME) funds accessible through the State.

Community Development Block Grant (CDBG)

The CDBG Program is administered by HUD. Through this program, the federal government provides funding to jurisdictions to undertake community development and housing activities.

Activities proposed by the jurisdictions must meet the objectives and eligibility criteria of CDBG legislation. The primary CDBG objective is the development of viable urban communities, including decent housing and a suitable living environment, and expanding economic opportunity, principally for persons of low-and moderate income. Each activity must meet one of the three broad national objectives of:

- Benefit to low-and moderate income families;
- Aid in the prevention of elimination of slums or blight; or
- Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

HOME Investment Partnership Act (HOME)

The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for households with incomes not exceeding 80 percent of area median income. The program gives local governments the flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations. HOME funds can be used for activities that promote affordable rental housing and homeownership by low-income households, including:

- Building acquisition
- New construction and reconstruction
- Moderate or substantial rehabilitation
- Homebuyer assistance

- Rental assistance
- Security deposit assistance

Banning will receive grants based on the formula prescribed under federal law for the CDBG. Funding amounts will vary from year to year based on annual revenues to the Building Homes and Jobs Trust Fund.

Permanent Local Housing Allocation (PLHA)

The PLHA program, also known as the Building Homes and Jobs Act, or Senate Bill 2 (SB 2), provides a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock. Funding will help Banning to:

- Increase the supply of housing for households at or below 60 percent of area median income;
- Increase assistance to affordable owner-occupied workforce housing;
- Assist persons experiencing or at risk of homelessness;
- Facilitate housing affordability, particularly for lower- and moderate-income households;
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation; and
- Ensure geographic equity in the distribution of funds.

Banning will receive grants based on the formula prescribed under federal law for the CDBG. Funding amounts will vary from year to year based on annual revenues to the Building Homes and Jobs Trust Fund.

4.8 Administrative Resources

City of Banning Community Development Department

The Community Development Department provides and coordinates development information and services to the public. Specifically, this involves inspection and enforcement of City-adopted building codes, plan checking for code compliance, issuance of City-required permits, record keeping of city maps, and processing of Site Development Plans.

The Planning division is tasked with ensuring that land uses in Banning comply with City codes, the General Plan, City Council and Planning Commission policies, and State law requirements. Approval of projects through the planning process is required prior to issuing grading and building permits. Advanced planning programs provided by the division include a comprehensive General Plan update (including periodic update of the Housing Element), preparing and amending specific plans, and conducting special land use studies as directed by the Planning Commission and City Council.

On December 14, 2020, an update to the City's administrative policies was authorized to allow for the streamlining the permitting and review processes for development projects that will create significant employment opportunities and/or substantially increase taxable sales within the City of Banning. As discussed in Chapter 3, the Fast Track processing policy is intended to promote economic sustainability by expediting the entitlement process for qualifying residential, commercial and industrial development projects.

County of Riverside

The County of Riverside administers a number of housing programs on behalf of the City of Banning. These include the HOME program, Mortgage Credit Certificate Program, and Section 8 Housing Choice Voucher Program.

Nonprofit Organizations

Nonprofit housing developers and service providers are a critical resource for accomplishing the goals and objectives of this Housing Element. The following developers and service providers are some of the nonprofit organizations that have been active in the City and may assist in the implementation of Housing Element programs and the preservation of at-risk housing:

- California Department of Fair Employment and Housing
- Housing and Economic Rights Advocates
- Jamboree Housing
- Riverside Housing Development Corporation
- Southern California Association of Nonprofit Housing

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5 Review of Past Accomplishments

To develop appropriate programs to address the housing issues identified in the 2013-2021 Housing Element, the City of Banning has reviewed the housing programs adopted in 2013-2021 Housing Element and evaluated the effectiveness of these programs in delivering housing services and assistance. Table 38 summarizes the City's progress toward the previous RHNA and Table 39 provides a detailed program-level assessment of housing accomplishments over the last planning period.

The City has experienced relatively low residential development since the economic downturn of the previous decade. In 2012, Governor Brown effectively dissolved over 400 Redevelopment Agencies across the state of California. As with all other former Redevelopment Agencies, the City of Banning then had a successor agency to conclude the business of the former legal entity. At that time, the City of Banning did not have any funds, nor any number of housing units encumbered by funds provided by the former Redevelopment Agency. With no funds encumbered, no tax increment dollars were available for housing programs or to support staff who may implement housing programs.

The City of Banning Housing Authority exists today as a body comprised of the current City Council members to act on any programs or policies affecting housing; however, there currently is no budget nor are there any funds available to support special needs housing or programs. Any future funding is dependent upon the award of grant monies or other similar funding mechanisms.

Despite these challenges, however, the City has made considerable progress in recent years related to housing programs and policies. The City has helped developed three assisted housing developments with a total of 237 units serving low-income residents (see Table 25). These housing developments helped address housing needs for residents with limited incomes, such as seniors, persons with disabilities, large households, female-headed households, and farmworkers. Additionally, Banning plans to create new temporary housing for up to 40 unhoused residents, and recently adopted amendments to the 2019 California Building Code Standards Codes and California Residential Code to reduce the minimum interior floor area for emergency housing from 70 square feet to 30 square feet to be able to construct single-occupancy sleeping units. The City continues to coordinate with Riverside County to provide housing vouchers.

In 2015, the City Council adopted Resolution No. 2015-103, to continue participating with the County of Riverside Mortgage Credit Certificate (MCC) Program. In 2019, the City revised its zoning ordinance to up zone 225 acres of land for high-density residential development that could accommodate low-income residential development.

The City's 5th Housing Cycle programs are appropriate to continue into the 6th Housing Cycle. However, the City should expand on efforts to address the needs of special needs population and fair housing issues. Although the City contracts with the Fair Housing Council of Riverside County to address fair housing complaints, the City should take a proactive effort to address fair housing issues, especially for Spanish-speaking residents. The City should also take a proactive role in infrastructure investments to enhance the areas of Banning with higher concentrations of low- and moderate-income households and which were not historically prioritized in investment practices.

Table 39 Quantified Housing Objectives (2013-2021)

	New Construction		Rehabilitation		Conservation/ Preservation	
	Objectives	Actual	Objectives	Actual	Objectives	Actual
Very Low Income	872	0	0	0	0	0
Low Income	593	0	0	0	0	0
Moderate Income	685	0	0	0	0	0
Above Moderate Income[1]	1,642	764	0	0	0	0
Total	3,792	764	0	0	0	0

[1] Entitled and permitted units from 2018 and 2019 annual progress reports.

Source: Annual Progress Report Permit Summary: https://www.hcd.ca.gov/community-development/annual-progress-reports.shtml

Table 40 Review of Past Accomplishments

Program	Program Name	Objectives	Progress and Continued Appropriateness
Goal #1: Conserving and Improving Existing Affordable Housing			
1	Code Enforcement	To decrease the number of unresolved code violations within the City and increase the number of improved properties.	**Implementation:** The timeframe of this program is continuous throughout the planning period. The City currently employs four code enforcement officers as two additional officers were hired 2019. **Continued Appropriateness:** The City will identify potential code violations, utilize property maintenance inspections and work with property owners to resolve code and property maintenance issues to maintain the quality of housing units in the City. (The City's Code Enforcement and Building Safety departments work together to actively and efficiently address code violations and improve communication with owners of properties in need of improvement.) This program is carried into the Housing Element as Program 1.
2	Housing Rehabilitation Program	To reduce the number of substandard properties.	**Implementation:** The time frame on this program is continuous throughout the planning period. The status of the program implementation is not completed due to staffing and funding constraints. **Continued Appropriateness:** The City will continue to pursue grant programs such as the Riverside County Home Improvement Program to provide loans to eligible lower-income families for necessary home repair and rehabilitation work, including room additions to alleviate overcrowding. The City will continue to publicize assistance offered by the County, including flyers available at the City Planning counter and information posted on the City's website. The City will prioritize funding as it becomes available to target projects benefitting extreme-low-income households. To the extent feasible, projects may also be eligible for deferral or waiver or City application and processing fees. This program is carried into the Housing Element as Program 2.

Program	Program Name	Objectives	Progress and Continued Appropriateness
3	Conservation of Existing and Future Affordable Units	To monitor the status of assisted projects.	**Implementation:** The time frame on this program is continuous throughout the planning period. The status of this program implementation is ongoing as staffing and funding allows. **Continued Appropriateness:** Banning has several assisted affordable housing developments, although none are at risk of conversion to market rate during the current planning period. The City will monitor the status of these projects and take steps to preserve affordability should any become at-risk of conversion in the future. This program is carried into the Housing Element as Program 7.
4	Section 8 Rental Assistance	Continue to support the HARIVCO's applications for additional Section 8 allocations and efforts to provide vouchers for lower-income residents.	**Implementation:** The time frame on this program is continuous throughout the planning period. The status of the program implementation is not completed due to staffing and funding constraints. **Continued Appropriateness:** The Section 8 Rental Assistance Program provides rental subsidies to very-low-income (up to 50 percent of area wide median income – [AMI]) family and elderly households who spend more than 30 percent of their income on rent. The subsidy represents the difference between 30 percent of monthly income and the actual rent. Section 8 assistance is issued to the recipients as vouchers, which permit tenants to choose their own housing and rent units beyond the federally determined fair market rent in an area, provided the tenant pay the extra rent increment. This program is carried into the Housing Element as Program 15.
5	Adequate Sites for Residential Development	The City will continue to annually update an inventory that details the amount, type, and size of vacant underutilized parcels sufficient to accommodate the City's remaining need, by income, to assist developers in identifying land suitable for residential development. As part of the City's Annual Progress Report (APR), required pursuant to GC65400, the City must report on the number of extremely low-, very low-, and moderate-income units constructed annually.	**Implementation:** The time frame on this program is continuous throughout the planning period. The City has met the requirement for the 5th Cycle (2013-2021 adopted Housing Element) **Continued Appropriateness:** The City will implement a monitoring program that evaluates the current capacity of housing sites for all income levels throughout the duration of the planning period and tracks the City's available housing sites through its internal database to ensure the City remains on track towards satisfying its RHNA target. The City will work with developers, other agencies and the community to address lower income housing need by offering incentives such as density bonuses, options for clustering units, mix of unit types, second units, use of "in-lieu" housing funds, fast-track processing, and reduced fees, and appropriate for proposed lower-income housing. This program is carried into the Housing Element as Program 5.

Program	Program Name	Objectives	Progress and Continued Appropriateness
6	Facilitate Development of Affordable and Special Needs Housing	Facilitate affordable housing development commensurate with the RHNA and the production of accessible and supportive housing for persons with disabilities.	**Implementation:** Contact affordable housing developers and the Inland Regional Center annually; assist developers with application for funding assistance upon request; initiate a Zoning code amendment in 2014 to clarify development standards in the VHDR zone. The status of the program implementation is not completed due to staffing and funding constraints; zoning code amendments to address certain actions are planned for 2019. **Continued Appropriateness**: The City helped develop three assisted housing developments with a total of 237 units serving low-income residents during the 5th Cycle. In order to continue to facilitate the development of housing for low- and moderate-income households and persons with disabilities (including developmental disabilities), the City will implement the following actions: ▪ Provide administrative assistance to developers seeking available state and federal funding and/or tax credits for the construction of low-and moderate-income housing. ▪ Facilitate projects that incorporate affordable units and accessible units by granting modifications to development standards, expedited processing, or financial incentives consistent with state law. ▪ Affordable housing developers will be contacted each year to solicit interest and apprise them of available assistance programs. ▪ Targeted assistance will be prioritized for special needs housing and extremely-low-income (ELI) units through density bonuses and/or regulatory incentives, modified development standards and fee deferrals, when feasible. ▪ Coordinate with the Inland Regional Center regarding the needs and assistance programs targeted for persons with developmental disabilities and make information available on the City website. ▪ Clarify development standards in the VHDR zone as necessary to facilitate affordable housing development. ▪ Continue to monitor residential development to evaluate whether the required design amenities are acting as an unreasonable constraint on development. If the requirements are found to be unreasonable constraint, a Code amendment will be initiated to modify the design requirements. This program is carried into the Housing Element as Program 8.

Program	Program Name	Objectives	Progress and Continued Appropriateness
7	Infill and Mixed-Use Housing Development	Facilitate development of multi-family and mixed-use development in the downtown and nearby areas, with special emphasis on housing affordable to low and moderate-income households or persons with special needs.	**Implementation:** The time frame on this program proposes a Zoning amendment by June 2014.The City encourages mixed use development. Zoning code amendments providing allowances for existing nonconforming mixed uses in the GC zone were approved in the past. Additional proposed amendments are planned for the future. **Continued Appropriateness:** The City has targeted the downtown Commercial (DC) area for special incentives for multi-family, SRO and mixed-use development to stimulate revitalization. The City will encourage consolidation of adjacent parcels to enhance development feasibility by providing a lot consolidation density incentive of 5% when two or more parcels totaling at least 1.0 acre are consolidated. This density incentive will be in addition to the density bonus currently allowed. City incentives will also include consolidated permit processing, reduced fees for parcel mergers or lot line adjustment, density bonus and modified development standards. The DC district zoning regulations will also be amended to increase allowable base densities to 24 units/acre for any project that meets the minimum affordability standards under state Density Bonus law (e.g., 5% very-low- or 10% low-income units). The city will also provide administrative and technical assistance with grant applications for affordable or special needs housing development in the downtown area. The city will prioritize future Capital Improvement Program funds for downtown infrastructure improvements if feasible. The city will also review development standards for the General Commercial (GC) zone and consider appropriate revisions to facilitate revitalization and mixed-use development in this area. This program has been effective to address low-income households, including those with special needs. The City helped develop three assisted housing developments with a total of 237 units serving low-income residents during the 5th Cycle. This program is carried into the Housing Element as Programs 5 and 17.

Program	Program Name	Objectives	Progress and Continued Appropriateness
8	Mortgage Credit Certificate Program	Provide information regarding the MCC Program to eligible homebuyers.	**Implementation Status:** The time frame on this program is continuous throughout the planning period. On December 8, 2015 the City Council adopted Resolution No. 2015-103, to continue participating with the County of Riverside Mortgage Credit Certificate (MCC) Program. **Continued Appropriateness:** The Riverside County MCC program provides for a 15% rate which can be applied to the interest paid on the mortgage loan the borrower can claim a tax credit equal to 15% of the interest paid during the year. The City will continue to provide referral information regarding the MCC program. On the City website, at City Hall and other public locations. This program is carried into the Housing Element as Program 14.
9	Fair Housing Services	Continue to work with the County of Riverside to provide fair housing services to residents of Banning.	**Implementation:** The time frame on this program is continuous throughout the planning period. The status of the program implementation is ongoing, information is made available at the public counter regularly. **Continued Appropriateness:** Banning is not an "entitlement city" and works cooperatively with the County of Riverside, which provides fair housing services to all unincorporated areas of the county and non-entitlement cities. Fair housing services offered through the county include counseling and information on potential discrimination and landlord/tenant problems; special assistance for ethnic minorities and single parent household; and bilingual housing literature. Information regarding available services from the county will be provided at City Hall, on the City website, and at other governmental offices within the city. In addition, the City will work cooperatively with the County of Riverside to distribute fair housing information annually. The services provided by Banning residents have utilized Fair Housing Council of Riverside County (FHCRC) to address numerous tenant and landlord disputes. FHCRC helped to resolve 271 cases that included evocation, affordable housing, harassment, and eviction in the 2020 calendar year. This program is carried into the Housing Element as Program 25.

Program	Program Name	Objectives	Progress and Continued Appropriateness
10	Reasonable Accommodation in Housing for Persons with Disabilities	Continue to process requests for reasonable accommodation in conformance with State law and Development Code.	**Implementation:** The time frame on this program is continuous throughout the planning period. The status of the program implementation is ongoing. **Continued Appropriateness:** Both the Federal Fair Housing Act and the California Fair Employment and Housing Act require local governments to make reasonable accommodations (i.e. modifications or exceptions) in their zoning laws and other land use regulations to allow disabled persons an equal opportunity to use and enjoy a dwelling. The Zoning code establishes administrative procedures for reviewing and approving such request in conformance with State law. The City will continue to implement this ordinance. FHCRC provides fair housing services for Banning, FHCRC assists includes working with residents and property to address upgrades based on a physical disability. In 2020, FHRC assisted one Banning resident with a physical disability. This program is carried into the Housing Element as Program 8.
11	Residential Energy Conservation	Work Cooperatively with property owners, utility companies and other government agencies to reduce energy use in residential developments.	**Implementation:** The time frame on this program is continuous throughout the planning period. The status of the program implementation is ongoing. The City Council adopted Ordinance 1490, to expedite the permitting procedures of small residential rooftop solar systems; therefore, lowering the cost of solar installation and further expand the accessibility of solar, to meet the requirement of this program and comply with AB 2188, which provides for a streamlined permitting process for residential rooftop solar energy systems. The Utility's Public Benefits Department administers a wide variety of Energy Efficiency Programs. These programs include rebates for purchasing or installing energy efficient items, conducting energy audits for customers, and educating our customers on how to conserve energy. The Public Benefits Department also provides monetary assistance to qualified low-income customers. Also, with the closure of the San Juan Unit 3 Coal Plant in December 2017, the Utility no longer has a Cap & Trade compliance obligation for importing "dirty" electricity. However, the Utility will still receive its allotment of Cap & Trade allowances through 2020, which the Utility can sell for additional revenue. After 2020, the Utility will still receive free allowances. However, the number of free allowances will decline. **Continued Appropriateness:** With the adoption of AB 32, California's greenhouse gas legislation, energy conservation is growing concern. In addition to helping to mitigate greenhouse gas emissions, residential energy efficiency can reduce home heating and cooling costs. a. Support the use of innovative building techniques and construction materials for residential

Program	Program Name	Objectives	Progress and Continued Appropriateness
			development, such as energy efficient building that utilized solar panels and sustainable building materials that are recyclable. b. Encourage maximum utilization of Federal, State, and local government programs, such as the County of Riverside Home Weatherization Program and the Western Riverside council of Governments (WRCOG) HERO program, that assist homeowners in providing energy conservation measures. c. Maintain and distribute literature on energy conservation, including solar power, additional insulation, and subsidies available from utility companies, and encourage homeowners and landlords to incorporate these features into construction and remodeling projects. d. Encourage energy conservation devices including but not limited to lighting, water heater treatments, solar energy systems for all residential projects. This program is carried into the Housing Element as Programs 20 and 21.

6 Housing Plan

The Housing Plan identifies the City's housing goals, policies, and implementation programs. The overall strategy is to present a balanced and diverse array of policies that cover four overall areas of concern: construction, rehabilitation, conservation, and administration. The goals and policies of the Housing Element are organized into concise goal and policy directives.

6.1 Goals and Policies

Conserving and Improving Existing Housing

Substandard and deteriorating housing units, in addition to the obvious problems of blight and appearance, can expose occupants to a variety of hazards ranging from electrical fire to toxic substances and materials used in construction. A number of factors affect the life expectancy of a housing unit, such as quality of workmanship, age of structure, location, type of construction, and degree of maintenance. As a city with a large number of older housing units, it is important that on-going maintenance programs are implemented in Banning. In addition to rehabilitation efforts, conservation of the existing stock of affordable housing is also important, as the cost to preserve existing affordable housing is often lower than replacing the units.

Goal 1.0: Promote the maintenance and preservation of the City's existing housing stock.

- **Policy 1.1:** Encourage the revitalization of the existing housing stock through rehabilitation programs.
- **Policy 1.2:** Continue to establish and enforce property maintenance regulations that promote the sound maintenance of property and enhance the livability and appearance of residential areas.
- **Policy 1.3:** Promote the development of attractive and safe housing to meet community needs.

Housing Production

Economic forces are driving jobs and housing development eastward in Riverside County, which results in increased pressure in Banning for new housing opportunities. The Southern California Association of Governments (SCAG) identified a need for 1,673 new housing units in Banning during the 2021-2029 planning period. New housing developments should provide a range of housing types and price levels to accommodate housing for Banning residents at all income levels.

Goal 2.0: Provide adequate sites for new residential construction to meet the needs of all segments of the community without compromising the character of the City.

- **Policy 2.1:** Provide adequate sites for a range of new housing construction to meet the Regional Housing Need Assessment (RHNA) for Banning of 1,673 units during the 2021-2029 planning period.
- **Policy 2.2:** Support the development of housing affordable to all income groups by utilizing a variety of public and private efforts.

Policy 2.3: Promote specific plans that provide a variety of housing types and densities based on the suitability of the land, including the availability of infrastructure, the provision of adequate City services and recognition of environmental constraints.

Policy 2.4: Promote the development of attractive and safe housing to meet community needs.

Housing for Persons with Special Needs

New construction is a major source of housing for prospective homeowners and renters. However, the cost of new market-rate construction may not provide housing that is affordable or adequate for special needs populations such as the elderly, persons with disabilities, and persons experiencing homelessness. Incentive programs (financial and regulatory) can support cost-effective means of promoting affordable housing development that meets the needs of all segments of the community.

Goal 3.0: Promote and preserve suitable and affordable housing for persons with special needs, including large families, single parent households, persons with disabilities, and seniors and shelter for the unhoused.

Policy 3.1: Assist the development of housing that addresses the needs of special populations, including the elderly, persons with disabilities, and persons experiencing homelessness.

Policy 3.2: Promote the development of attractive and safe housing to meet special needs accommodations within the community.

Policy 3.3: Encourage the development of rental units with three or more bedrooms to provide affordable housing for large families.

Policy 3.4: Work with nonprofit agencies and private sector developers to encourage development of senior housing.

Policy 3.5: Encourage the production of assisted living facilities (single-story houses and apartments) for the disabled and the elderly.

Policy 3.6: Provide emergency shelter with transitional support for City residents, including disadvantaged groups.

Removal of Constraints on Housing Development

Governmental policies and market conditions can constrain housing development and affect affordability. While the City has little influence on market conditions, certain governmental regulations affecting the maintenance, improvement, and development of housing can be minimized to facilitate new construction.

Goal 4.0: Remove governmental constraints to the provision of housing to the greatest extent feasible and legally permissible.

Policy 4.1: Promote efficient and creative alternatives to reduce governmental constraints.

Policy 4.2: Provide regulatory incentives and concessions for affordable, senior, and special needs housing.

Policy 4.3: Streamline the City's development review and approval process to facilitate housing construction while also ensuring that new development meets all applicable standards.

Equal Housing Opportunities

Housing should be made available to all persons regardless of race, religion, sex, family size, marital status, national origin, color, age, disability, or income. To make adequate provisions for the housing needs of all segments of the community, the City should promote equal and fair housing opportunities for all residents.

Goal 5.0: Promote equal opportunity for housing and home ownership throughout the City of Banning.

- **Policy 5.1:** Support efforts to eliminate discrimination in the sale or rental of housing with regard to race, religion, disability, gender, family size, marital status, national origin, or income.
- **Policy 5.2:** Continue to further fair housing choices by actively expanding housing opportunities and removing impediments to fair housing.
- **Policy 5.3:** Encourage the development or renovation of residential units that are accessible to disabled persons or are adaptable for conversion to residential use by disabled persons.
- **Policy 5.4:** Accommodate housing for persons with special needs, including emergency shelters and transitional housing, in compliance with applicable State law.
- **Policy 5.5:** Continue to maintain an inclusionary housing policy that applies to condominium developments.
- **Policy 5.6:** Explore funding sources for home purchasing assistance for lower income households.

Sustainable Residential Development

Energy conservation can reduce development cost as well as ongoing utility bills for residents. City housing policies can also promote long-term sustainability through efficient land use and transportation planning to reduce fuel usage and travel cost.

Goal 6.0: Promote residential energy conservation and sustainable development.

- **Policy 6.1:** Support energy conversation and sustainable residential development through construction technology and land use planning.

Fair Housing Practices

To adequately address for the housing needs of all economic segments of the community, the City must ensure equal and fair housing opportunities that are available to all residents.

Goal 7.0: Promote Fair Housing Practices

- **Policy 7.1:** Provide fair housing services to Banning residents and assure that residents are aware of their rights and responsibilities regarding fair housing.
- **Policy 7.2:** Implement the action items identified in the Regional Analysis of Impediments to Fair Housing Choice (AI) to further access to fair housing in Banning.

6.2 Housing Programs

The goals and policies contained in the Housing Element address the identified housing needs in Banning and are implemented through a series of housing programs. Housing programs define the specific actions the City will take to achieve specific goals and policies. Housing programs include the programs currently in operation in the City as well as new programs. This section provides a description and the qualitative and quantitative objectives for each housing program the 2021-2029 period.

Conserving and Improving Existing Housing

Program 1: Code Enforcement

The City will identify potential code violations, utilize property maintenance inspections, and work with property owners to resolve code and property maintenance issues to maintain the quality of housing units in the City. (The City's Code Enforcement and Building Safety departments work together to actively and efficiently address code violations and improve communication with owners of properties in need of improvement.)

Funding:	Community Development Department
Responsible Agency:	Community Development Department
Objectives:	▪ Decrease the number of unresolved code violations within the City by 20 percent and increase the number of improved properties by 2029. ▪ Beginning 2025, provide annual trainings during the 6th Cycle Housing Element planning period to improve capacity of building and code enforcement staff to work with diverse communities, in a culturally competent manner with a focus on problem solving and with connections to social and economic support services. ▪ Beginning 2025, partner with local and regional agencies to disseminate housing and public health information and resources such as rehabilitation standards, preventative maintenance, and energy conservation measures in various community locations such as City Hall and the Banning Library.
Timeframe:	This program will be monitored annually and implemented on an ongoing basis through the remainder of the planning period. Begin annual trainings and dissemination of housing resources and information in 2025.

Program 2: Housing Rehabilitation Program

The City will continue to pursue grant programs for housing rehabilitation and promote home improvement grants such as the Riverside County Home Improvement Program, to support eligible lower-income families as they pursue necessary home repair and rehabilitation work, including room additions to alleviate overcrowding. The City will continue to publicize assistance offered by the County, including flyers available at the City Planning counter and information posted on the City's website. The City will prioritize funding as it becomes available to target projects benefitting extreme-low-income households.

Funding:	State/Federal Grants
Responsible Agency:	Community Development Department
Objectives:	▪ Assist 80 households during the planning period, with an average of 10 households annually, prioritizing Downtown Banning and East Banning in Census Tracts 441.01 and 442 (areas of lower-income households and at risk of displacement). ▪ Continue to provide community outreach regarding available loans and grants for needed home improvements. ▪ Seek funding to assist local property owners/managers operating rental housing in need of rehabilitation. The goal of this action is to preserve "naturally occurring affordable housing". Focus of program resources will be advanced using principles to Affirmatively Further Fair Housing. Apply for, or assist with applications for, at least two funding grants during the planning period.
Timeframe:	Assist 10 households each year during the 2021 – 2029 planning period. Community outreach will be conducted via multimedia campaigns and workshops, the first of which shall occur by June 2024 and then annually thereafter. Apply for, and assist with, at least two applications for funding for local property owners or managers to rehabilitate rental housing, with priority to units that accommodate lower-income households. The City has hired a full-time permanent Public Information Officer who will assist in this effort.

Program 3: Neighborhood Improvements

This program consists of public improvements such as streets, curbs, gutters, and water lines in addition to the Graffiti Removal Program. Important to a successful housing preservation program is the borrowers' desire to make improvements. Most property owners will make further investments in their property if they believe that there is an optimistic future for the neighborhood where the property is located and that investment in their property will be matched by other owners. The City will continue to develop methods designed to increase the City's collective sense of community pride.

Funding:	CDBG
Responsible Agency:	Administrative Services Department, Public Works Department
Objectives:	▪ Continued implementation of neighborhood public improvements, property maintenance ordinance, design review, and historical preservation ordinance. Prioritize investments in public facility and infrastructure projects that improve the quality of life for residents in Downtown Banning and the neighborhood east of N. San Gorgonio Avenue and north of I-10, with input from community members and stakeholders. Apply for at least two grants for public works improvements in these neighborhoods during the planning period. ▪ Apply for at least two neighborhood improvement grants by 2029.
Timeframe:	This program should be monitored annually and implemented on an ongoing basis through the remainder of the planning period.

Housing Production

Program 4: Residential Sites Inventory and Rezone Program

Through zoning and general plan designations, the City maintains a residential sites inventory that is adequate to accommodate the City's remaining share of regional housing needs. The City's RHNA is 1,673 households (317 very low-income units, 193 units for low income, 280 units for moderate income, and 883 units for above moderate income). Future residential growth is expected to primarily be infill development in areas where transit-oriented development and access to services is most feasible.

To accommodate the shortfall of lower-income RHNA of 510 units, the City will undergo a General Plan amendment and zoning change amendment to develop standards for the VHDR zone with a minimum density of 20 du/acre and maximum of 30 du/acre by October 2023. Rezoned sites will permit owner-occupied and rental multifamily uses by right pursuant to Government Code section 65583.2(i) for developments in which 20 percent or more of the units are affordable to lower income households (Appendix B). Sites must be of sufficient size to accommodate 16 units per site.

Funding:	Department Budget
Responsible Agency:	Community Development Department/Planning
Objectives:	▪ By October 2023, change the land use and zoning designations of properties identified as proposed VHDR zone in Appendix B to address any shortfall of sites to accommodate the City's remaining RHNA requirements. ▪ Amend the allowable density of the VHDR zone to a minimum of 24 units per acre and a maximum of 30 units per acre to accommodate at least 501 units of multi-family housing for lower income households. ▪ Maintain an ongoing inventory of multi-family residential and mixed-use sites and provide updated information on sites on City website. ▪ Maintain an ongoing inventory of City-owned properties and other surplus sites owned by other public agencies that may be appropriate for residential uses (see Program 29). ▪ Continue to update the Infill Affordable Housing Map to indicate suitable infill development sites. ▪ Provide residential sites information to interested developers. ▪ Coordinate public improvements in areas where residential development is anticipated to facilitate revitalization, such as neighborhoods north of W. Ramsey Street and in neighborhoods with sites that will be rezoned to VHDR.
Timeframe:	Change zoning designations of proposed VHDR properties by October 2023 (completed). Change General Plan land use designations for VHDR properties by January 2024. Remaining program elements should be monitored annually and implemented on an ongoing basis through the remainder of the planning period.

Program 5: Residential Sites Monitoring Program

In 2017, Senate Bill 166 (SB 166), otherwise known as "no net loss," was passed to ensure that cities and counties "identify and make available" additional adequate sites if a housing project is approved at a lower density or with fewer units by income category than what is identified in the Housing Element. In conjunction with Program 7 Residential Sites Inventory, the City will implement a monitoring program that evaluates the current capacity of housing sites for all income levels throughout the duration of the planning period and tracks the City's available housing sites through its internal database to ensure the City remains on track towards satisfying its RHNA target.

Should an approval of development result in fewer units than assumed in this Housing Element for meeting RHNA requirements (for lower-, moderate-, or above moderate-income households), the City will identify and, if necessary, rezone sufficient sites within 180 days to accommodate the shortfall and ensure "no net loss" in capacity to accommodate the RHNA.

Funding:	Department Budget
Responsible Agency:	Community Development Department/Planning
Objectives:	▪ Maintain an updated inventory of residential housing developments that have been submitted, approved, and denied. ▪ Actively promote, through outreach and discussions, sites available for lower- and moderate-income housing development to potential developers, private and non-profit organizations, and other interested persons and organizations. ▪ Amend the Zoning Ordinance by January 2024 to allow, by right, a mix of dwelling types and sizes, specifically missing middle housing types (e.g., duplexes, triplexes, fourplexes, courtyard buildings) within lower density City residential designations. ▪ To comply with Government Code Section 65583, the City will also amend the Zoning Code by January 2024 to allow by-right approval for housing developments that include at least 20 percent of units as affordable to lower-income households on non-vacant sites included in one previous housing element inventory and vacant sites included in two previous housing element inventories. ▪ Annually monitor the City's remaining housing capacity to ensure compliance with SB 166. ▪ Monitor the consumption of residential acreage to ensure an adequate inventory and buffer of residential units is available if sites on the residential inventory are not developed with low and moderate-income residential units and rezone additional properties if sites fall below the low and moderate income RHNA allocation. The City will periodically monitor sites. In the event that sites that are identified for lower- or moderate-income RHNA develop with fewer units than assumed in the inventory, the City will prioritize its buffer allocation to accommodate any shortfall. ▪ Rezone non-conforming single-family homes that are non-conforming based on the underlying zoning designation. This will allow for the preservation of 63 non-conforming homes that are zoned for non-residential uses. To be completed by January 2024.
Timeframe:	Outreach and discussion opportunities regarding sites available for lower and moderate-income housing development shall occur before December 15, 2023. Amendments of the Zoning Ordinance shall occur by January 2024. Remaining program elements should be monitored annually and implemented on an ongoing basis through the remainder of the planning period.

Program 6: Lot Consolidation and Infill Development

Where feasible, the City encourages infill development and lot consolidation in order to allow for more flexibility in possible land uses, building designs, and site and parking lot layouts, while minimizing curb cuts and ingress and egress points into parking areas to encourage the smooth flow of traffic. The City encourage development through ongoing communication with developers and

offering development incentives for lot consolidation for multi-family and mixed-use projects, prioritizing nonvacant infill sites for redevelopment and sites with VHDR zoning designation (shortfall sites) to reach the minimum size and units required to support housing for low-income households.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Continue to facilitate lot consolidation for multi-family residential and mixed-use developments by providing information and technical assistance to property owners and developers, such as identifying potential "fast track" permitting opportunities, potential funding sources and leveraging financial opportunities, providing an analysis of requirements and incentives, and guiding developers through the review process. ▪ Meet with developers to identify and discuss potential project sites for infill, redevelopment, and mixed-use development on an on-going basis. Notify developers when the sites go on sale. ▪ Offer incentives for lot consolidation when minimum standards are met (after January 2024 when zoning has been amended to include the development standards for the VHDR zone). Incentives could include reduced development fees, increased allowable density, decreased parking ratio requirements, reduced setbacks, and increased lot coverage and height allowance.
Timeframe:	This program should be monitored annually and implemented on an ongoing basis through the remainder of the planning period. Zoning text amendments to be completed by January 2024.

Program 7: Multi-Family Acquisition and Rehabilitation

In addition to the provision of sites for new construction of affordable housing, an important component of Banning's housing strategy is the identification of existing multi-family structures for upgrading and maintaining as affordable housing. Numerous older apartment complexes are located in the City, many in substandard conditions, with potential for acquisition and rehabilitation. Acquisition and rehabilitation are more cost effective than new construction of affordable units and provides the additional benefit of improving the stock of substandard multi-family housing in the City. To the extent feasible, the City will encourage a portion of the affordable units to be made available to persons with disabilities (including developmental disabilities) and extremely low-income households.

Funding:	HOME Funds
Responsible Agency:	Administrative Services Department
Objectives:	▪ Utilize HOME funds to assist both nonprofit and for-profit developers to acquire existing apartment buildings in need of upgrading, in exchange for long-term affordability controls on some or all of the units. ▪ Pursue available funds for multi-family acquisition and rehabilitation to provide at least 10 units of affordable housing.
Timeframe:	This program should be monitored annually and implemented on an ongoing basis through the remainder of the planning period.

Housing for Persons with Special Needs

Program 8: Housing for Special Needs Populations

The City will monitor its policies, standards, and regulations to ensure that they do not unduly impact persons with special needs, which includes people who are currently unhoused or at risk for becoming homeless, persons with disabilities, seniors, and persons in need of transitional or supportive housing. The City will also facilitate the development of housing for persons with disabilities and other special needs through incentives for affordable housing development.

The City continues to utilize Community Development Block Grant (CDBG) funds to support a range of services for individuals experiencing homelessness and persons with special needs. Furthermore, the City will continually review the low barrier navigation centers and emergency shelter provisions to comply with recent changes to state law and amend the zoning ordinance. One nonprofit that has assisted in the past includes H.E.L.P Inc. H.E.L.P Inc. is the primary service provider for persons experiencing homelessness in Banning and works with the City to provide food and clothing assistance for qualifying individuals and families. Persons experiencing homelessness in Banning can access programs offered through the County of Riverside, including: the Emergency Food and Shelter Program, the Homeless Management information System, the Continuum of Care for Riverside County, and the Housing and Urban Development Supportive Housing Program.

Banning households who are at risk of becoming homeless as defined by HUD are considered a special needs population. This program aims to continue existing services provided by the County and continue to identify new services that can be added to the County's list of homeless services.

Both the Federal Fair Housing Act and the California Fair Employment and Housing Act require local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning laws and other land use regulations to allow disabled persons an equal opportunity to use and enjoy a dwelling. The Zoning code establishes administrative procedures for reviewing and approving such request in conformance with State law. The City will continue to implement this ordinance.

In 2018, Assembly Bill 2162 (AB 2162) was passed which requires that supportive housing be a use by right in zones where multi-family and mixed uses are permitted including nonresidential zones permitting multifamily uses. Additionally, AB 2162 prohibits local governments from imposing any minimum parking requirements for units occupied by supportive housing residents if the development is located within ½ mile of a public transit stop. The City of Banning is committed to expanding supportive housing opportunities for vulnerable communities that rely on such services. The City will amend its Zoning Ordinance to reflect AB 2162 and will continue to seek new

supportive housing opportunities through further analysis of its Residential Sites Inventory. The City will prioritize supportive housing developments near transit centers and foster relationships with supportive housing advocacy partners such as Operation SafeHouse to identify potential opportunities for supportive housing.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Provide administrative assistance to developers seeking available State and federal funding and/or tax credits for the construction of affordable housing. ▪ Facilitate projects that incorporate affordable units and accessible units by granting modifications to development standards, expedited processing, or financial incentives consistent with State law. ▪ Contact affordable housing developers each year to solicit interest and apprise them of available assistance programs. ▪ Prioritize targeted assistance for special needs housing and extremely-low-income (ELI) units through density bonuses and/or regulatory incentives, modified development standards and fee deferrals, when feasible. ▪ Coordinate with the Inland Regional Center regarding the needs and assistance programs targeted for persons with developmental disabilities and make information available on the City website. ▪ Continue to monitor policies, standards, and regulations and make annual updates to remove identified constraints to development of housing for special needs populations. ▪ Facilitate the development of housing for persons with disabilities and other special needs through incentives for affordable housing development, with the goal of developing 16 special needs units over eight years. ▪ Coordinate with agencies such as the Housing and Homeless Coalition of Riverside County along with SCAG for the purposes of coordinating efforts, reducing the unsheltered population, increasing emergency and permanent housing, and leveraging resources to address homelessness. ▪ Annually monitor policies, standards, and regulations to ensure that they do not unduly impact persons with special needs. ▪ Continue to provide funding for local and sub-regional homeless service providers that operate temporary and emergency shelters. ▪ Assist (when possible) local non-profits and charitable organizations in securing state and federal funding for the acquisition, construction, and management of shelters. ▪ Review the low barrier navigation centers and emergency shelter provisions to comply with recent changes to State law and amend the Zoning Ordinance and other policies to remove constraints to development.

	▪ Continue to financially support the 211 system operated by the Volunteer Center of Riverside County. This system provides information on all social services offered in Riverside County. ▪ Continue to process requests for reasonable accommodation in conformance with State law and the Development Code. ▪ Evaluate the use and effectiveness of the reasonable accommodation ordinance through the annual Housing Element Progress Reports. ▪ Continue to provide opportunities for the development of affordable housing for seniors and persons with disabilities. ▪ Continue to provide reasonable accommodations by reviewing and approving requests for modifications to building or zoning requirements in order to ensure accommodations for persons with disabilities. ▪ Substantially expand City's website on housing resources for persons with special needs, and advertise information via the City's informational outlets (Cable Access Channels, social media, etc.). ▪ Nurture ongoing and potential partnerships that help educate and execute the development of supportive and transitional housing. Have at least one discussion with Operation SafeHouse or similar organization at least once annually. ▪ Amend the zoning ordinance to allow supportive housing in multi-family and mixed-use zones by right, and that the zoning ordinance permits group homes objectively with approval certainty, by January 2024. ▪ Amend the ordinance to allow group homes in all residential zones to be permitted similar to other residential uses in the same zone, by January 2024. ▪ Amend the zoning ordinance by January 2024 to reflect the change to parking requirements for units occupied by supportive housing residents if the development is located within ½ mile of a public transit stop. ▪ Monitor State law to ensure regulatory compliance to facilitate housing for people experiencing homelessness and residents with special needs.
Timeframe:	Amendment of the Zoning Ordinance and update of the City's webpage shall occur by January 2024. The remaining elements of this program should be monitored annually and implemented on an ongoing basis through the remainder of the planning period.

Removal of Constraints on Housing Development

Program 9: Zoning Ordinance Monitoring

This program actively monitors the City's Zoning Ordinance to ensure that standards do not excessively constrain affordable residential development or the development of emergency, transitional, and supportive housing. The Banning Zoning Ordinance is continuously updated to

address changes among a range of issues and State/federal laws. To comply with AB 139, the City will amend its zoning ordinance to permit emergency shelters by-right in the Public Facility zone. This zone is the most appropriate for this type of development given the amount of land available for emergency shelter uses, and proximity to services and public transit. The City will continue to monitor its policies, standards, and regulations to ensure they work to facilitate residential and mixed use development in the community. The City will also revisit its regulations on transitional and supportive housing, emergency shelters, residential care facilities, and ADUs.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Monitor the City's Zoning Ordinance to ensure standards do not excessively constrain affordable residential development. ▪ Review and amend the Zoning Ordinance by January 2024 to ensure emergency shelters are permitted by right (without discretionary action) in the Public Facility zone. ▪ Conduct a Zoning Text Amendment (ZTA) to revise parking requirements for emergency shelters in compliance with AB 139 by January 2024. ▪ Amend the Zoning Ordinance by October 2022 to comply with AB 139 to ensure standards only require parking sufficient for employed staff and do not require parking for emergency shelters than other residential or commercial uses within the same zone. ▪ Amend the Zoning Ordinance by January 2024 to comply with AB 101 to permit low barrier navigation centers and residential care facilities by right in areas zoned for mixed-use and nonresidential zones permitting multi-family housing. ▪ Amend the Zoning Ordinance by January 2024 to comply with AB 2162 to permit transitional and supportive housing by right in residential zones. ▪ Amend the Zoning Ordinance by January 2024 to comply with the Employee Housing Act to accommodate farmworker housing in RA and RA-H zones. ▪ Amend the Zoning Ordinance by January 2024 to comply with the most recent ADU legislation. ▪ Amend the Zoning Ordinance by January 2024 to remove subjective text seen as a constraint to the development of residential care facilities. ▪ Amend the Zoning Ordinance by January 2024 removing reasonable accommodation findings related to character and sensitivity of neighborhoods. ▪ Remove the Conditional Use Permit requirement for single-resident occupancy (SRO) developments in the Zoning Ordinance by January 2024.

Timeframe:	The monitoring program will be implemented on an ongoing basis through the remainder of the planning period. Amendments to the Zoning Ordinance to occur by January 2024.

Program 10: Flexibility in Development Standards

The City, in its review of development applications, may recommend waiving or modifying certain development standards, or propose changes to the Municipal Code to encourage the development of low- and moderate-income housing. The City offers offsets to assist in the development of affordable housing citywide in the form of concessions or assistance including, but not limited to, direct financial assistance, density increases, standards modifications, or any other financial, land use, or regulatory concession that would result in an identifiable cost reduction.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Monitor application of Development Code standards for constraints to development of new housing and recommend changes that would minimize such constraints, including but not limited to flexibility is building setbacks, increased lot coverage, reduced parking requirement if within 0.5 miles of transportation stops, etc. in order to enhance the feasibility of affordable housing, while maintaining the quality of housing. ▪ Amend the Zoning Ordinance by January 2024 to remove the two-acre minimum currently required for multi-family development in MDR zones.
Timeframe:	Amendment of the Zoning Ordinance shall occur by January 2024. Review Development Code at least once annually and implement recommended changes within one year of review.

Program 11: Development Fees

Various fees and assessments are charged by the City to cover the costs of processing permits and providing services and facilities. While almost all these fees are assessed on a pro rata share system, they often contribute to the cost of housing and constrain the development of lower priced units. As a result, the City will evaluate the impact of the fee increase on residential and mixed-use developments as a potential constraint on housing development and adjust as necessary to encourage and facilitate residential development. In addition, the City will work with the development community to solicit input on the impact and viability of existing fees. The City updates its Fee Schedule every two years by the City's Finance Department.

Funding:	Department Budget
Responsible Agency:	Banning City Council
Objectives:	▪ Annually assess the progress made regarding meeting residential development goals and evaluate the impact of fees on residential and mixed-use developments through outreach with developers and adjust development fees as necessary to facilitate and encourage development activities. ▪ If feasible and appropriate, offer financial assistance to affordable housing projects to offset the cost impact of development fees.
Timeframe:	Assess progress on residential development goals each year in the 2021 – 2029 planning period. This program will be monitored annually and will be implemented on an ongoing basis through the remainder of the planning period.

Program 12: Expedited Review and Permit Processing

The City continues to improve the efficiency of the development review process. As a response to a housing shortage in the State of California, Senate Bill 330 (SB 330) was passed to restrict local rules that limit housing production. SB 330 strengthens the Permit Streamlining Act by creating a more efficient two-step application process. The City prioritizes review and processing for projects that include units for extremely low-income households and persons with disabilities (including developmental disabilities). The City has an expedited permit review page on the Building Division's webpage with applications and guidelines for expedited building permits. Additionally, in conformance with Government Code Section 65940.1 (SB 1483), the City has all schedule of fees, application forms, Zoning Ordinance/Municipal Code, and other relevant information publicly accessible on the City's website. The City will continue to find ways to make the development process more efficient and uphold SB 330 by further streamlining the permit process and directly coordinating with developers to ensure a timely application and development process. In accordance with new transparency requirements, the City of Banning will continue to post all zoning, development standards and fees on the City's website.

Funding:	Department Budget
Responsible Agency:	Community Development Department/Planning
Objectives:	▪ Continue to monitor and improve the project review and approval process. ▪ The City shall establish and adopt clear and objective design standards for multi-family and mixed-use housing projects by January 2025.
Timeframe:	Objective and design standards shall be adopted by January 2025. Monitoring and improving the project review and approval process will be implemented on an ongoing basis through the remainder of the planning period.

Affordable Housing Development and Assistance

Program 13: Down Payment Assistance Program (DAP)

The City's DAP is a First-Time Homebuyer Down Payment Assistance Program that provides one percent (up to $20,000) of purchase price towards a down payment. Applicants are required to take an approved first-time homebuyer class. Additionally, the DAP funds a portion of the Qualified Borrower's QSFR Purchase Price. Any single-family residence that is purchased through the DAP must be affordable to persons of extremely low to low income and borrowers must meet all eligibility criteria as they may be amended from time to time. The City will continue the DAP in an effort to continue the promotion of assisting very low and low-income households.

Funding:	Department Budget, Banning Housing Authority
Responsible Agency:	Community Development Department/Planning
Objectives:	▪ Utilize DAP funding to provide assistance to 40 very-low and low-income households throughout the City during the planning period. ▪ Annually conduct a multimedia campaign (i.e., social media) to encourage residents throughout the City to learn about the DAP program. The first campaign is to be completed by the end of December 2025.
Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period. The first campaign is to be completed by the end of December 2025.

Program 14: Mortgage Credit Certificate Program

A Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability by an amount equal to a portion of the interest paid during the year on a home mortgage. This tax credit allows the buyer to qualify more easily for a loan by increasing the effective income of the buyer. The Riverside County MCC program provides for a 15 percent rate which can be applied to the interest paid on the mortgage loan the borrower can claim a tax credit equal to 15% of the interest paid during the year. Since the borrower's taxes are being reduced by the amount of the credit, this increases the take-home pay by the amount of the credit. The buyer takes the remaining 85 percent interest as a deduction. When underwriting the loan, a lender takes this into consideration and the borrower can qualify for a larger loan than would otherwise be possible.

Funding:	Federal Tax Credits, Riverside County Economic Development Agency (EDA)
Responsible Agency:	Riverside EDA
Objectives:	▪ Provide information regarding the MCC Program to eligible home buyers. ▪ Coordinate proactively with Riverside County on annual monitoring of the effectiveness of the MCC program. ▪ Annually conduct a multimedia campaign (i.e., social media) to encourage residents to learn about the MCC Program. The first campaign is to be completed by the end of December 2025.
Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period. The first campaign is to be completed by the end of December 2025.

Program 15: Section 8 Rental Assistance

The Section 8 Rental Assistance Program provides rental subsidies to very-low-income (up to 50 percent of area wide median income [AMI]) family and elderly households who spend more than 30 percent of their income on rent. The subsidy represents the difference between 30 percent of monthly income and the actual rent. Section 8 assistance is issued to the recipients as vouchers, which permit tenants to choose their own housing and rent units beyond the federally determined fair market rent in an area, provided the tenant pay the extra rent increment. This program will continue to administer Section 8 housing choice vouchers and provide additional assistance to very low-income households. The City will apply for additional Section 8 Housing Choice Vouchers when HUD makes it available and will also seek other funding sources.

Funding:	Federal HUD Section 8
Responsible Agency:	Housing Authority of Riverside County (HARIVCO)
Objectives:	▪ Continue to support the HARIVCO's applications for additional Section 8 allocations and efforts to provide vouchers for lower-income residents throughout the City (with the objective of 10 percent more residents using vouchers in the City over 2021 baseline number). ▪ Apply for additional Housing Choice Vouchers when made available by HUD. ▪ Proactively seek additional funding that can be used, in addition to Section 8 funds, to provide subsidies to lower-income households. ▪ Annually conduct a multimedia campaign (i.e., social media) to encourage residents throughout the City to participate Section 8 Rental Assistance. The first campaign is to be completed by the end of December 2025.
Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period. The first campaign is to be completed by the end of December 2025.

Program 16: Affordable Housing Development

The City is committed to maintaining and monitoring housing conditions amongst vulnerable, very low-income, low-income, and special needs populations. Lower-income communities along with the elderly and persons with special needs are disproportionately burdened with poorer housing conditions. Banning will continue to seek new funding opportunities and partnerships to improve housing conditions. The City will identify and partner with advocacy groups such as Habitat for Humanity to expand existing resources and help further improve housing conditions for special needs and low-income communities and identify the need for rehabilitation assistance as the housing stock ages. Habitat for Humanity builds affordable homes by partnering with local housing commissions and other developers. Habitat for Humanity of the San Gorgonio Pass Area serves Banning and currently owns and operates two new homes in Banning. This program aims to facilitate affordable housing production or self-help housing development through assistance in the site identification and acquisition, priority processing, collaboration with non-profit or other developers, as well as explore incentives and additional funding sources.

Funding:	CDBG and HOME funds
Responsible Agency:	Administrative Services Department
Objectives:	▪ Facilitate affordable housing production or self-help housing development through assistance in site identification and acquisition, priority processing, collaboration with nonprofit or other developers, as well as provision of incentives. ▪ Continue to utilize funds to expand affordable housing projects that target and address special needs populations with the goal of facilitating the development of 80 units affordable to extremely low-income residents throughout the City over eight years. ▪ Annually seek additional funding sources and identify new partnerships to greater expand resources in the city. ▪ Monitor both the City's and State's development code for any additional updates that will require housing in the City to be altered/changed to comply with the latest updates. ▪ Investigate funding opportunities to provide rehabilitation services to 10 homeowners and/or property owners/mangers in vulnerable and low-income communities throughout the City, prioritizing Downtown Banning and East Banning. Priority will be given to repair and rehabilitation of housing identified by the City's Building Division as being substandard or deteriorating, and which houses lower-income, and in some cases, moderate-income households. ▪ By October 2025, update the City's housing webpage with more information on the incentives available for the construction of new residential units, such as density bonus law information, development impact fee waiver and deferral process, sites already zoned for higher density housing to support lower and moderate-income units, information on development standards, streamline plan review, etc.

	▪ Work with water and sewer providers to ensure written policies for priority for water and sewer service allocations to proposed developments that include housing units affordable to lower-income households.
Timeframe:	This program will be monitored annually and implemented on an ongoing basis through the remainder of the year. By October 2025, update the City's housing webpage. Assist at least three for-profit or non-profit developers with funding applications for affordable housing development by January 2027.

Program 17: Density Bonus Program

Consistent with State law (Government Code sections 65915 through 65918), the City continues to offer residential density bonuses as a means of encouraging affordable housing development. The City's density bonus regulations (Municipal Code Chapter 15.60) will be amended to incorporate all recent changes to State density bonus law including the latest density bonus legislation AB 2345. The purpose of the program is to provide incentives to the private sector to build very low- and low-income housing, donate land, or build housing for seniors and the disabled, by increasing the number of units above that normally permitted by the zoning.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Update the Banning Zoning Ordinance / Municipal Code by January 2024 to integrate future changes in State Density Bonus Law, including update to reflect the requirements of AB 2345 (2020). ▪ Continue to advertise and inform prospective developers of options for density bonuses, and actively educate and promote density bonus increases as adopted. ▪ Meet with developers to discuss incentives and concessions appropriate for the density bonus program to facilitate affordable housing development. ▪ Promote the use of density bonus incentives by providing information on City website and offering technical assistance to developers through the Fast Track program and providing staff resources without additional costs to the developers.
Timeframe:	This program should be monitored annually to identify any new density bonus legislation and amend the Zoning Ordinance and should be implemented on an ongoing basis through the remainder of the planning period.

Program 18: Safe and Healthy Communities Program

The City of Banning is committed to reducing the barriers of housing to vulnerable populations due to environmental hazards. Communities of color and lower-income communities are often disproportionately burdened with poor housing conditions due to a variety of environmental threats and hazards. Under California Government Code 65040, environmental justice is designed as "the fair treatment of people of all races, cultures, and incomes with respect to the development,

adoption, implementation, and enforcement of environmental laws, regulations, and policies." The City is committed to expanding safe and healthy housing opportunities for people of all groups through the continuous expansion of environmental justice policies, conducting thorough environmental review of all housing developments, and creating partnerships with environmental justice agencies and advocates such as the California Environmental Justice Alliance.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Annually monitor policies, standards, and regulations regarding environmental justice in the City. ▪ Nurture ongoing partnerships that help educate and execute the development of safe and health housing communities for all groups of people. Have at least one conversation with neighborhood groups from neighborhoods with higher LMI percentages and lower CalEnviroscreen scores, and/or the California Environmental Justice Alliance or similar organization at least once annually. Neighborhoods include central, southern, and eastern Banning. ▪ Apply for a minimum of 3 funding applications by January 2027 to support placemaking activities and/or infrastructure improvements in central, southern, and eastern Banning during the planning period.
Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period.

Program 19: Alternative Housing Program

Under this program, the City will continue to support alternative types of housing, such as multifamily units, single-room occupancy units, and managed living units or "micro-units," to accommodate extremely-low-income households.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Continue to annually monitor underutilized properties and sites that have a potential for alternative housing options and offer the information to interested developers on an on-going basis, prioritizing areas with higher rates of lower-income households such as Downtown Banning and East Banning. ▪ Consider rezoning underutilized commercial, office, and or industrial space, as appropriate, to facilitate use for alternative housing types. ▪ Develop, as part of a zoning ordinance update, measures that encourage affordability by design (e.g., smaller, more efficient and flexibly-design living spaces). ▪ Where appropriate, utilize the City's regulatory powers (e.g., land use and fees) to encourage development of alternative housing including care facilities for 7+ individuals in residential zones. ▪ Evaluate and implement a development fee structure for shared or micro-units based on a per square foot basis rather than per unit basis. ▪ Encourage innovative housing structures, such as micro-unit housing and new shared and intergenerational housing models to help meet the housing needs of aging adults, students, and lower-income individuals citywide. Provide technical and financial assistance to support the development of innovative housing types (SROs, co-operating housing, or tiny homes) to serve at least five households with special housing needs by 2029.
Timeframe:	This program should be monitored annually and implemented on an ongoing basis through the remainder of the planning period.

Sustainable Residential Development

Program 20: Energy Efficiency Rehabilitation Program (Small)

Banning Housing Authority's (BHA) Energy Efficiency Rehabilitation Program (EERP) is to provide grants of up to $2,000 or forgivable loans of up to $5,000 to homeowners of single-family detached dwellings for the performance of energy efficiency home assessments and eligible home improvements that increase energy and water efficiency of their home. Grants and forgivable loans shall be provided to eligible extremely low, very low, and lower income homeowners of owner-occupied single-family detached homes to cover the cost of approved energy efficiency rehabilitation repairs. The two options under the EERP are below:

- Grant option: One time, per homeowner, per residence limit.
- Forgivable loan option: Loan may be forgiven after five years of occupancy. If home is sold before term, loan is due, payable to the Agency.

Funding:	Department Budget, Banning Housing Authority
Responsible Agency:	Community Development Department/Planning
Objectives:	▪ Assist 20 extremely low, very low, and low-income homeowners with small home loans for establishing energy efficiency measures and executing rehabilitation repairs by the end of the planning period.
Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period.

Program 21: Energy Efficiency and Minor Home Repair (Big)

The purpose of the Banning Housing Authority's (BHA) Energy Efficiency and Minor Repairs Program (EEMRP), also considered to be minor home repair, is to assist extremely low, very low, and lower income homeowners, whose incomes do not exceed 80 percent of the Area Median Income (AMI) adjusted by family size, as established by the California Department of Housing and Community Development (HCD), by providing forgivable loans of up to $10,000 to make energy efficiency related repairs to their single family owner-occupied residences within the City of Banning.

Funding:	Department Budget, Banning Housing Authority
Responsible Agency:	Community Development Department/Planning
Objectives:	▪ Assist at least 8 extremely low, very low, and low-income homeowners with larger home loans for establishing energy efficiency measures and executing rehabilitation repairs by the end of the planning period.
Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period.

Program 22: Sustainable Building

The City promotes the use of sustainable building techniques for new and rehabilitation projects in order to reduce demand for water and energy, shorten commute distances, protect the environment, reduce operational costs of ownership, and plan large development projects with environmental principles such as transit-oriented development. The program will continue to implement sustainable building and design in new construction throughout the City.

In accordance with Title 24 of the California Code of Regulations, the City will continue to facilitate voluntary energy efficiency improvements and upgrades in existing residential, commercial, and industrial buildings within the City.

Funding:	Department Budget
Responsible Agency:	Community Development Department/Planning
Objectives and Timing:	▪ Continue to enforce the California Energy Code and CALGreen Code through the development review process. ▪ Provide information and forms on the City's website to facilitate project compliance with the CALGreen Code and the City will provide informational forms/pamphlets on the CALGreen Code to project applicants beginning January 2025. ▪ Continue to implement the Climate Action Plan that fosters sustainability in all development requiring discretionary approval.
Timeframe:	This program will be implemented on an ongoing basis and through the remainder of the planning period.

Fair Housing Practices

Program 23: Community Outreach

Community outreach is a key component to developing a comprehensive and inclusive housing market in the City. It is critical to engage local community groups and stakeholders from all sectors of the community in order to educate and provide inclusive housing opportunities. The goal of this program is to provide community groups that are affected by restrictions to fair and equitable housing greater opportunities for becoming informed and engaged in the City's housing and overall planning process. Strategies to expand accessibility and help further educate community groups include:

- Sharing and distributing public announcements/information through a variety of mediums such as flyers, E-blasts, website updates, new media, and social media;
- Actively monitor existing stakeholders and seek to find additional stakeholders from all sectors of the community to engage in the public participation process;
- Increasing accessibility to public meetings by conducting public meetings at suitable times, having meetings be accessible to persons with disabilities, having meetings be accessible to nearby transit centers, and provide additional resources such as childcare, translation, and food services;
- Ensuring language translation services and access to public engagement opportunities in a variety of languages including Spanish to help reduce language barriers, and;
- Continuing to educate all community groups of the services available for rental, homeownership, and rehabilitation/maintenance services.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Increase accessibility to public meetings for all sectors of the community, including persons with disabilities, by ensuring public meetings are in locations accessible to all persons and that physically impaired residents can be accommodated upon request. ▪ Ensure that public meetings and other planning processes are offered in Spanish as requested. ▪ Make public announcements and information accessible and visible in a multitude of ways.
Timeframe:	This program should be implemented on an ongoing basis through the remainder of the planning period.

Program 24: Community Placemaking Pilot Program

The City of Banning actively seeks to identify new opportunities to bridge the gap between all neighborhoods despite differences in income-levels and demographics. The City seeks to create a unified community while also celebrating the different cultural makeup of individual neighborhoods. The Community Placemaking Pilot Program seeks to connect people and neighborhoods by implementing small-scale placemaking projects/events that people from all community groups can be a part of. Placemaking strategies include but are not limited to:

- Increase signage and wayfinding between neighborhoods;
- Implement “popup parks”/sidewalk cafes in community neighborhoods;
- Create a community murals program to help beautify community neighborhoods and connect local artists of all backgrounds;
- Increase seating, such as picnic tables with chess/checker boards;
- Create a designated city community garden for all members of the community to visit and volunteer;
- Coordinate neighborhood walks/races, and;
- Increase overall community outreach to help spread the word on new community attractions in various neighborhoods and educate community groups on new community activities

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Connect neighborhoods of all income levels and demographic makeup through small placemaking projects and activities accessible to all persons, including persons with disabilities. Complete at least three placemaking activities in eastern, southern, or central Banning by the end of 2028. ▪ Expand public outreach to target all neighborhoods and educate people from all types of community groups on new and upcoming neighborhood projects and activities. Engage at least one new neighborhood-based group from the neighborhoods of eastern, central, or southern Banning in neighborhood projects or activities by 2028. ▪ Annually examine the need for infrastructure and secure funding for 3 improvement projects over the planning period within the CDBG target area of central and eastern Banning that improves the amenities in neighborhood parks and sidewalk conditions to enhance the quality of life of residents in the LMI designated neighborhoods which is where the majority of housing opportunities will be with implementation of the rezone program. ▪ Contact commercial developers and discuss opportunities for the development of a grocery store in East Banning by January 2025. Prepare market analysis to support grocery store development by January 2026.
Timeframe:	▪ This program should be implemented on an ongoing basis through the remainder of the planning period. Engage at least one new neighborhood-based group from the neighborhoods of eastern, central, or southern Banning in neighborhood projects or activities by 2028.

Program 25: Fair Housing Services

AB 686 (2017) requires each city to administer its programs and activities related to housing in a manner that affirmatively furthers fair housing. Banning is not an "entitlement city" and works cooperatively with the County of Riverside, which provides fair housing services to all unincorporated areas of the county and non-entitlement cities. Fair housing services offered through the county include counseling and information on potential discrimination and landlord/tenant problems; special assistance for ethnic minorities and single parent household; and bilingual housing literature. Information regarding available services from the county will be provided at City Hall, on the City website, and at other governmental offices within the city. In addition, the City will work cooperatively with the County of Riverside to distribute fair housing information annually.

The City contracts with the Fair Housing Council of Riverside County (FHCRC) for the provision of fair housing services. The FHCRC provides fair housing services to Banning residents, landlords, and interested professionals such as local realtors and lenders. FHCRC provides counseling and dispute

resolution services pertaining to fair housing issues (i.e. discrimination, tenant-landlord rights, etc.) and addresses identified impediments to fair housing choice on behalf of the City. As a partner to the City and other local jurisdictions, the FHCRC has also become involved with foreclosure prevention by conducting community foreclosure prevention workshops and individual housing counseling.

Funding:	Riverside County, Department Budget
Responsible Agency:	Riverside County
Objectives:	▪ Continue to invest in Fair Housing Resources through a contract with Riverside Legal Aide (RLA) to support residents who need Fair Housing resources, mitigation, or legal. ▪ Continue to effectively address the requirements of AB 686 by increasing outreach and education through the fair housing service providers, publicize fair housing litigation to encourage reporting, and conduct random testing on a regular basis to identify issues, trends, and problem properties. ▪ Once a year beginning in 2024, provide information to residents on the services provided by the Fair Housing Council of Riverside County, such as credit counseling, first-time homebuyer resources, and pre-purchase counseling by including informational pamphlet inserts in the City's mailed utility billings. Provide the information both in English and Spanish. ▪ Work with local agencies such as the Fair Housing Council of Riverside County to help identify and reduce barriers to housing on both a regional and local scale. Continue to provide CDBG funding to the Fair Housing Council. ▪ By January 2024, include on the City's website resources provided by the Fair Housing Council of Riverside County and quick links for easy access to Fair Housing's website. ▪ At least once annually in areas of high segregation and poverty (Census Tracts 441.01 and 44 – central and eastern Banning), coordinate with FHCRC to provide free educational workshops (in-person or online) to tenants and landlords on their rights and responsibilities under Fair Housing laws. Consider translation needs, meeting days/times, and other consideration for attendees. The first workshop shall occur by December 15, 2024. The objective is to have at least ten workshop attendees. ▪ Conduct bilingual multimedia campaigns for housing related educational events, including social media and printed flyers posted in the common area of large complexes, community centers the Banning Library, laundromats, and other strategic visible strategic locations, prioritizing neighborhoods in Census Tracts 441.01 and 442 (Downtown Banning and East Banning). The first educational event shall occur by December 15, 2024. ▪ At least once annually, obtain feedback through workshop surveys, focused discussions, and/or online methods to obtain public input and feedback on fair housing issues. The first instance shall occur on or before December 15, 2024. Objective is to receive feedback from at least 15 participants.

Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period. Update City's website by January 2024. Provide information on fair housing resources starting in 2023.

Program 26: Affirmatively Furthering Fair Housing (AFFH) Program

To address the requirements of AB 686, the City has worked collaboratively with the County of Riverside Public Housing Authority (PHA) to complete the Analysis of Impediments (AI) to Fair Housing which identifies regional barriers to fair housing. The City has also produced a City-specific Analysis of Impediments to Fair Housing that discusses local barriers to fair housing with heavy emphasis on racial and economic disparity and environmental justice. Two primary impediments were identified for the City including a lack of access to home improvement financing and limited access to home purchase loans. In the surrounding Southern California region, Black/African American and Hispanic/Latino households have limited access to conventional home purchase loans due to disproportionate denial rates compared to households of other racial groups. Recommendations have been identified in the City's AI to reduce these impediments including implementing programs such as the Housing Rehabilitation Program and efficiently monitoring HDMA data.

The City continuously examines housing opportunities available within the City and has undertaken Zoning Ordinance amendments to address the impediments identified in the AI. The City will continue to work collaboratively with the County of Riverside Public Housing Authority to identify and promote fair housing, education, and advocacy.

Despite the repeal of explicitly racist and discriminatory housing laws, segregation and resources disparities continue to exist. Housing choice is often limited for persons of protected classes, including minority communities, which leads to concentrated areas of poverty. The City's central and eastern areas, including historically Hispanic/Latino neighborhoods, have suffered from overcrowding, vulnerability to displacement, and lower access to housing resources, as identified in Appendix C. This program is designed to affirmatively reduce barriers to housing, including but not limited to racial inequities, high housing costs, and public awareness of existing resources.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Implement recommended action items identified in the Analysis of Impediments to Fair Housing Choice for Riverside County by 2026. ▪ Encourage affirmative marketing on all residential projects and require developers to advertise to under-represented minority groups to indicate the availability of housing units that meet affordable housing requirements. ▪ At least once annually, work with local agencies such as the Fair Housing Council of Riverside County to help identify and reduce barriers to housing on both a regional and local scale. ▪ Establish a method of measuring the progress of fair housing practices, which can include the index of dissimilarity, the Regional Opportunity Index, and percentage of residents experiencing extreme housing cost burdens. Report the findings of these metrics as part of the City's Housing Element Annual Progress Report by 2026. ▪ Expand understanding of the current state of fair housing practices and potential areas of discrimination by conducting an in-depth study of fair housing issues around the city, to be completed by 2026. ▪ Annually monitor application of Development Code standards for constraints to development of new housing, particularly in areas of low resource access, and recommend changes that would minimize such constraints and enhance the feasibility of affordable housing. ▪ Continue to facilitate opportunities for all residents and stakeholders to provide meaningful and effective input on proposed planning activities early on and continuously throughout plan development and the public review process. Outreach efforts to disadvantaged communities in eastern, central, and southern Banning will be a priority. Partner with at least two neighborhood groups and other community organizations representing low-income residents and/or the neighborhoods of eastern, central, or southern Banning to conduct fair housing outreach. ▪ Prioritize housing capacity, housing and infrastructure resources and investments, policies, and incentives for market rate and affordable housing development in eastern, central, and southern Banning, and annually monitor progress. ▪ Monitor lot splits and two-unit developments under SB 9, provide technical assistance to homeowners, and develop or adjust development standards as needed. Provide information and resources about SB 9 on the City website by January 2025 as a way to promote affordable housing in higher-resource neighborhoods. ▪ Prioritize the high and moderate resource areas east of N. Sunset Avenue when identifying potential sites for Habitat for Humanity builds.

Timeframe:	This program will be implemented on an ongoing basis through the remainder of the planning period. Conduct an in-depth study of fair housing issues around the city by January 2026. Begin workshops by December 2027. Update the City's website with SB 9 resources by January 2025.

Program 27: Replacement Housing

The City of Banning will adopt a policy and will require replacement housing units subject to the requirements of Government Code section 65915, subdivision (c)(3) on sites identified in the site inventory when any new development (residential, mixed-use or nonresidential) occurs on a site that is identified in the inventory meeting the following conditions:

- Currently has residential uses or within the past five years has had residential uses that have been vacated or demolished, and
- Was subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low-income, or
- Subject to any other form of rent or price control through a public entity's valid exercise of its police power, or
- Occupied by low or very low-income households.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ In order to mitigate the loss of affordable housing units, require new housing developments to replace all affordable housing units lost due to new development. ▪ Encourage and facilitate the development of housing affordable to lower-income households.
Timeframe:	The replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed, and local policy shall be adopted by October 2023.

Program 28: ADU Facilitation and Promotion Program

The City of Banning prioritizes and encourages the development of Accessory Dwelling Units (ADUs) as opportunities for infill housing and in support of various state laws encouraging their construction (AB 68, 2019-Ting; AB 670, 2019-Friedman; AB 881, 2019-Bloom; SB 13, 2019-Wieckowski). ADUs are an innovative approach to adding more housing, particularly in single-family residential neighborhoods. ADUs can also offer a reliable source of income for moderate to lower income homeowners. The City already has ADU information on its website, but the City will ensure that the information is updated and promoted.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ By January 2024, update the Zoning Ordinance/Municipal Code to integrate changes in State housing law. ▪ Maintain and update an informational brochure in English and Spanish to promote, educate, and assist homeowners with developing ADUs. ▪ Work with developers to incorporate ADUs into new single-family developments. ▪ At least once annually, provide an informational workshop (in-person or online) on accessory dwelling units (ADUs), and target outreach to residents in the high and moderate resource areas east of N. Sunset Avenue. The first workshop shall occur by December 15, 2023. Objective is to have at least five workshop attendees. ▪ By 2023, take appropriate measures to ensure regulatory compliance with State law for ADU development. ▪ Annually monitor ADU production. Use data on building permit application processing times to identify trends and, if necessary, work to improve building plan reviews to reduce approval times and associated costs. ▪ A least once during the planning period, analyze ADU development impact fees with the goal of reducing, loaning, granting, or waiving those costs in exchange for providing rents affordable to low- or moderate-income households for a set period of time.
Timeframe:	Starting in January 2022, take appropriate measures to ensure regulatory compliance with State law for ADU development. Update zoning code by January 2024. Other actions ongoing throughout the planning period.

Program 29: Surplus Land Act Program

Leverage City-Owned Land for the Development of 100 Percent Affordable Housing Projects. The City will follow all requirements of the Surplus Land Act, Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5, including holding a public hearing designating the properties as "surplus properties" under California Law. The City will also conduct an analysis to determine, based on market conditions, if selling or leasing the properties would maximize the development of affordable units. The City will then send a Notice of Availability to all required parties regarding the availability of City surplus land available for purchase or lease. It is the City's intent to facilitate the development of 100 percent affordable housing projects on vacant or underutilized City owned sites. The City will also coordinate with the public entities that own a site (or sites) to ensure that the legally mandated surplus property process is followed.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	▪ Evaluate the City's availability of surplus land by December 2022 to support the development of lower-income housing units over the planning period.
Timeframe:	Issue Notice of Availability by March 2023.

Program 30: Site Annexation

Annexation is the process by which a city adds land within its jurisdictional boundaries. Lands must be within a city's Sphere of Influence (SOI) to be annexed into the city or the SOI needs to be amended as part of the annexation process. The SOI is the planned growth area of a city, usually identified in their General Plan and includes General Plan land use designations for the areas within the SOI. An annexation is initiated by a Resolution of Application submitted by the City to Riverside County Local Agency Formation Commission (Riverside LAFCo). Annexation encourages orderly growth and provides standardized (City) services to those who live in the annexed area. The Site Inventory includes one annexation that is anticipated to be completed during the 6th housing cycle. Generally, the following steps must be taken to achieve annexation:

- City initiates annexation by a Resolution of Application submitted by the City or Petition of Application submitted by the property owner(s).
- Submit application and all required fees to LAFCo
- LAFCo Executive Officer will issue a Notice of Filing to the County Assessor and the Assessor provides assess valuation to the County Auditor
- Within 60 days, the Board of Supervisors and certain agencies must formally approve the tax agreement resolution.
- LAFCo holds a public hearing, receives public comment, and makes a determination on the request.

The Resolution of Application for annexations will be initiated by the City in 2024. To ensure these parcels are available for development during the planning period, the City will work with property owners and Riverside LAFCo to facilitate the annexation and availability of these parcels for residential development. Additionally, the City will update its Infrastructure Master Plan to include these properties and require planned infrastructure as part of the planning process. The City will ensure that infrastructure plans are created in a timely manner that coincides with housing development, and that housing is served by neighborhood-supporting retail and services.

Funding:	Department Budget
Responsible Agency:	Community Development Department
Objectives:	The City will take steps necessary for the annexation and development of all annexation parcels included in the Site Inventory: ▪ Provide technical assistance to the development applicant and support City Council approval of pre-zoning on all parcels by December 2024. ▪ Coordinate with property owners and Riverside LAFCo to support the annexation application and process. Achieve annexation approval by July 2025. ▪ Support the development of a Specific Plan or Master Plan with the development capacity that meets RHNA objectives. Ensure infrastructure plans, including community infrastructure needs, are included with any Specific Plan or Master Plan and are adequate and timely for proposed development and phasing. ▪ Identify potential funding needs and sources to ensure adequate community infrastructure for annexed sites during the planning period.
Timeframe:	Provide technical assistance to the development applicant and support City Council approval of pre-zoning on all parcels by December 2024. Coordinate with property owners and Riverside LAFCo to support the annexation application and process. Achieve annexation approval by July 2025.

Cumulative Effectiveness of Programs in Addressing Housing Needs of Special Needs Populations

Several of the above programs address the housing needs of special needs populations, including the elderly, persons with disabilities, large households, female-headed households, farmworkers, and persons experiencing homelessness. These programs will assist these populations with housing directly and indirectly, and will also provide housing resources and services. In terms of direct assistance, Program 8: Housing for Special Needs Populations commits the City to monitoring its policies, standards, and regulations to ensure they do not unduly impact persons with special needs. Some of the program's objectives include facilitating the development of affordable housing, annually updating policies to remove identified housing constraints, coordinating with local and regional housing agencies, and amending the Zoning Ordinance to allow supportive housing in multi-family and mixed-use zones by right. The City also has the goal of developing 16 special needs units over the next eight years. Other programs that will directly address the needs of special needs populations are Program 9: Zoning Ordinance Monitoring and Program 16: Affordable Housing Development. Program 9 actively monitors the City's zoning ordinance to ensure that standards do not excessively constrain the development of emergency, transitional, and supportive housing, including farmworker housing, and Program 16 will further improve housing conditions for special needs populations, which are disproportionately burdened with poorer housing conditions. Together, these programs will increase the opportunity for persons with special needs to obtain quality, affordable housing.

Other programs described above will indirectly address the housing needs of special needs populations. Program 7: Multi-Family Acquisition and Rehabilitation and Program 11: Development Fees will make housing units more affordable by rehabilitating substandard multi-family housing, and by adjusting development fees to reduce housing cost, respectively. Special needs populations often require affordable housing, and these two programs will increase the affordable housing stock in the City. Program 7 will also reserve a portion of rehabilitated housing for special needs populations.

The City has inventoried existing single-family homes that are considered existing non-conforming based on the underlying zoning designation (industrial, commercial, etc.) The existing homes are unable to be modified besides routine maintenance because of their non-conformity. In order to allow for the conservation of 63 non-conforming single-family homes, the City will amend the land use and zoning maps to residential, as noted in Program 5: Residential Sites Monitoring Program. This action will allow for the preservation of 63 single-family homes, which will guard against potential displacement.

Several programs shall provide fair housing services and assistance to special needs populations, among others, which will further address and protect their housing needs. Program 25: Fair Housing Services)and Program 26: Affirmatively Furthering Fair Housing (AFFH) Program address the requirements of AB 686 and offer various forms of assistance to affirmatively further fair housing. Program 25 will connect residents of Banning to fair housing services provided by the County of Riverside, which include counseling and information on potential discrimination and landlord/tenant problems. Program 26 involves the City's contract with the Fair Housing Council of Riverside County (FHCRC), which provides fair housing services such as dispute resolution and addressed identified fair housing impediments on behalf of the City. Finally, Program 26 further addresses the requirements of AB 686 and involves the City's collaboration with the County of Riverside Public Housing Authority to complete a city-specific Analysis of Impediments to Fair Housing. The assistance and services provided through these three programs further address the housing needs of special needs populations, and complement the programs that directly and indirectly facilitate housing for these populations.

Table 41 Quantified Housing Objectives (2021-2029)

	New Construction	Rehabilitation	Conservation/Preservation	Total Units
Extremely Low Income	16	0	0	16
Very Low Income	317	20	0	337
Low Income	193	20	80	193
Moderate Income	280	20	0	300
Above Moderate Income	883	20	63	966
Total	**1,689**	**80**	**63**	**1,812**

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Appendix A

Public Outreach

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Appendix A-1
City of Banning Webpage

CITY OF BANNING California

Search...

City Departments | Living in Banning | Doing Business | Government



General Plan Advisory Committee Application

General Plan Circulation Element Amendment

Housing Element

Documents, Applications, and Information

Rancho San Gorgonio Specific Plan

Housing Element

2021 - 2029 Draft
Housing Element Information

2013 - 2021 Draft
Housing Element Documentation
6/10/2014 Maps of Parcels

2008 - 2014 Draft
Housing Element Documentation
Environmental Documentation

2013 - 2021 Draft
Housing Element Documentation
6/10/2014 Maps of Parcels

2008 - 2014 Draft
Housing Element Documentation
Environmental Documentation

family, inexpensive permitting fees, and a simple permitting process.

City of Banning

Housing Element Information

What is the Housing Element?

The Housing Element is part of the city's General Plan and is one of the mandatory elements. That means the city is required to have a Housing Element that is consistent with the State's general law. The Housing Element is governed by the California Government Code and is required to be updated every 8 years by the statutory deadline. The Housing Element is responsible for identifying a city's existing and projected housing need; goals, policies, and quantified objectives on achieving housing for all economic segments of the population; available financial resources; scheduled programs for the preservation of housing and an identification of adequate housing sites for all economic segments of the community, persons with special needs and emergency shelters.

California Government Code Article 10.6, Sections 65580-65589.11

Why is the Housing Element periodically updated?

The planning period for the Housing Element is 8 years. The city's current Housing Element is for planning period 2013-2021. Pursuant to state law, the city is now updating its Housing Element for Planning Period 2021-2029. The Housing Element planning period aligns with the State's allocation of the Regional Housing Needs Assessment, commonly known as RHNA. The State Department of Housing and Community Development (HCD) assesses the RHNA every 8 years and distributes an allocation of the housing units to the various regions throughout the state. This allocation is eventually distributed across the counties and cities in California to be included in the Housing Element.

How does the city know how may residential units to plan for in the Housing Element?

The RHNA decides the number of residential units the city must plan for in the Housing Element. For the Housing Element Update covering planning period 2021-2029, the city must plan for 1,673 residential housing units.

Which housing income levels is the city required to plan for in the Housing Element Update?

The RHNA specifically identifies the number of residential units required for each economic income segment, which includes very-low, low, moderate, and above-moderate incomes. The table below shows the residential units allocated to the City of Banning for each income category.

Income Category based on Area Median Income (AMI)	**Number of Units to Accommodate**	**Percent (%)**
Extremely Low 30% or less*	155	9.3
Very Low Income between 31 and 50% AMI	162	9.7

Low Income between 51 and 80% AMI	193	11.6
Moderate Income between 81 and 120% AMI	280	16.7
Above-Moderate Income greater than 120% AMI	883	52.7
Total	**1,673**	**100**

Source: Final Regional Housing Needs Allocation, SCAG, (2021).

* The City has a RHNA allocation of 192 very low-income units (inclusive of extremely low-income units). Pursuant to State law (AB 2634), the City must project the number of extremely low-income housing needs based on Census income distribution or assume 50 percent of the very low-income units as extremely low. According to the CHAS data developed by HUD, 33.0% of City households earned less than 50 percent of the AMI. Among these households, 49.3 percent earned incomes below 30% (extremely low). Therefore, the City's RHNA allocation of 317 very low-income units may be split into 155 extremely low and 162 very low-income units. However, for purposes of identifying adequate sites for the RHNA allocation, State law does not mandate the separate accounting for the extremely low-income category.

How does the city demonstrate to HCD that it has enough sites planned for housing?

Included in the city's Housing Element is an inventory of the sites that shows where housing units can be accommodated. The sites must be vacant or underutilized and have potential for development during the eight-year planning period. Some of the sites identified may be already zoned for housing that can accommodate a certain percentage of the RHNA income categories. However, where the city's available sites zoned for residential and mixed-use purposes are not adequate to fully meet the city's RHNA, the city would need to rezone sites to plan for housing in accordance with the RHNA allocation. The city's rezoning can include a) increasing the residential density on property already zoned residential to allow for additional housing units, b) rezoning property from nonresidential to residential; or c) establishing an affordable housing overlay zone on currently underutilized properties.

According to HCD's Housing Element Site Inventory Guidebook, an affordable housing overlay zone is a zoning tool that allows a city to modify existing zoning to allow for or require certain types of residential development on a parcel without changing the underlying zoning district. This means a parcel currently being used for a non-residential land use, such as commercial or industrial and zoned as such, can continue to be used in accordance with the underlying zoning. However, should the property owner decide to redevelop the site with residential, the site would be allowed to have residential in accordance with the provisions established by the affordable housing overlay. The affordable housing overlay demonstrates where additional housing can be planned should the current use of the property be repurposed in the future.

Does the city build the housing units on the sites that have been identified in the Housing Element?

No. The city does not build housing. New housing is constructed by developers that own property or plan on acquiring property for new housing.

Is the property owner required to build housing on the sites identified within the 8-year planning cycle of the Housing Element?

No. Although the Housing Element identifies enough sites are available in the city to plan for housing and to facilitate the development of affordable multiple family housing by allowing higher density residential in certain areas, it does not mean the property owner is required to build the housing within the next 8 years or any time in the future. The Housing Element is a planning document that enables the city in meeting its housing goals.

How did the city determine the housing opportunity sites?

Aside from the sites already zoned residential or mixed use, the city used the best practices for selecting sites to accommodate the lower income RHNA mentioned in HCD's Housing Element Site Inventory Guidebook. These sites are for higher density residential, which are intended to accommodate housing units for lower and moderate-income households. Additionally, the city used the survey results from the city's housing survey issued earlier this year in May 2021.The survey results are available at https://www.surveymonkey.com/stories/SM-XPWLJFGC/

Per the HCD Site Inventory Guidebook, sites best suited to accommodate the RHNA for lower income households should include factors such as:

- Proximity to transit.
- Access to high performing schools and jobs.
- Access to amenities, such as parks and services.
- Access to health care facilities and grocery stores.
- Locational criteria that meet Low-income Housing Tax Credit Program funding.
- Proximity to available infrastructure and utilities.
- Sites that do not require environmental mitigation.

The city's housing survey also asked, "Which areas of the city do you think would be better suited for highdensity residential involving apartments and/or condominiums?" The survey results show 46% of the responses favor higher density in areas where public transportation in within walking distance and 43% of the responses favor higher density in areas near commercial centers.

When is the city required to rezone the sites identified for rezoning?

The city has 3 years and 120 days from the beginning of the Housing Element planning period to rezone sites to meet the city's shortfall of the RHNA. The planning period begins on October 15, 2021.

How does HCD know if the city has a state compliant Housing Element after it is adopted by the City Council?

The city is required to submit its draft Housing Element to HCD for review. Prior to adoption of the Housing Element, the city must seek HCD comments on the Draft Housing Element. The adopted Housing Element is also required to be submitted to HCD for review. If HCD determines the city's Housing Element was prepared in compliance with state law, HDC will issue a Finding of Substantial Compliance to the city. If HCD determines the city's Housing Element was not prepared in compliance with state law, the city will need to revise the Housing Element based on HCD's comments. The city would need to resubmit the revised Housing Element to HCD. The city would only need to repeat the latter process if the resubmitted Housing Element is not certified by HCD.

HCD has an Accountability and Enforcement Division that is specifically assigned to monitor the compliance of local jurisdictions' housing elements. This division also investigates complaints on local discretionary land use planning decisions that possibly would jeopardize a certified Housing Element. Additionally, cities are required to submit an annual housing progress report to HCD, which includes an inventory of properties that have been rezoned to meet the shortfall in the RHNA.

The Accountability and Enforcement Division was created due the passage of Assembly Bill (AB) 72 and AB 101. These laws give additional enforcement tools to HCD and the California Attorney General to move forward with legal action against a local jurisdiction if the Housing Element is not compliant with state law. A

city is a subdivision of the state and local laws may not conflict with general law. In this case, general law includes the State Planning and Zoning Law and the specific requirements of the Housing Element law. With the adoption of AB 101 (2019), the Attorney General can seek a court order directing a local jurisdiction to bring its Housing Element into compliance. The court can enforce this by imposing fines, appoint a receiver to step in, take the process over from the local jurisdiction and bring the Housing Element into substantial compliance. Additionally, a jurisdiction would become ineligible for certain grants that require a jurisdiction to have a certified Housing Element.

City of Banning Housing Element Update Public Outreach Survey

SIGN UP FREE

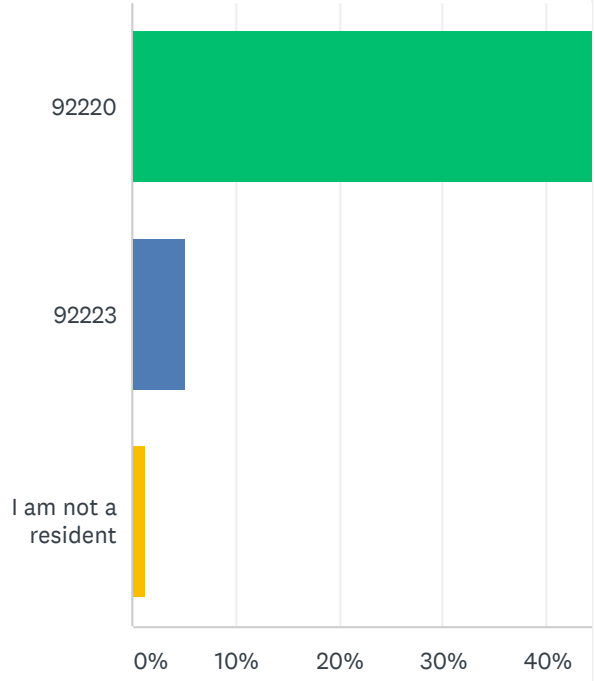
Create your own surveys for free

City of Banning Housing Element Update Public Outreach Survey

Appendix A-3
Housing Element Update Survey

If you are a resident of the City ...

Answered: 78 Skipped: 1



City of Banning Housing Element Update Publ... (0)

Do you represent a special inter...

Answered: 28 Skipped: 51

None
senior
NO
N/a
No
NAMI
N/a
No
No

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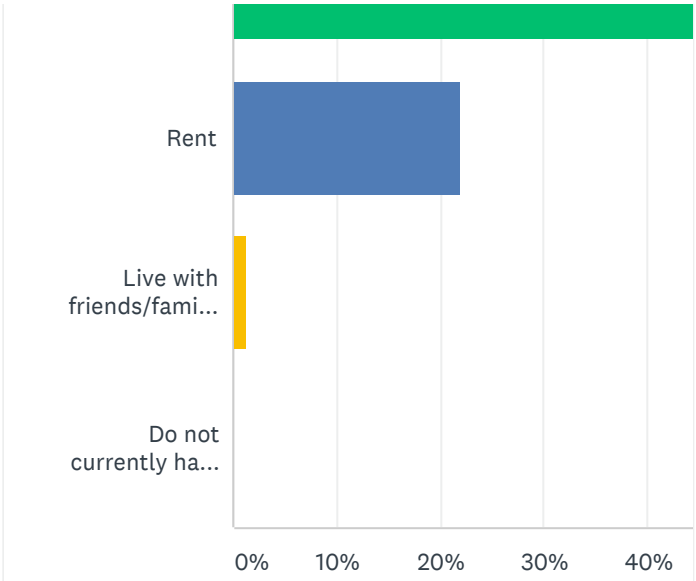
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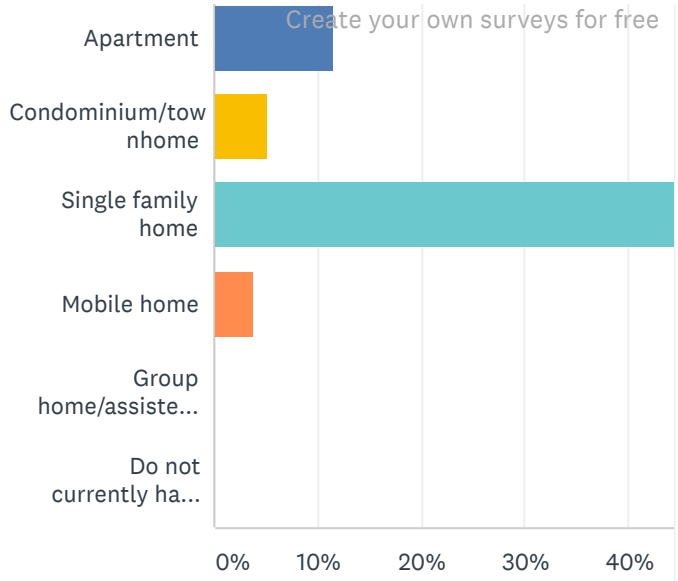
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City of Banning Housing Element Update Public Outreach Survey

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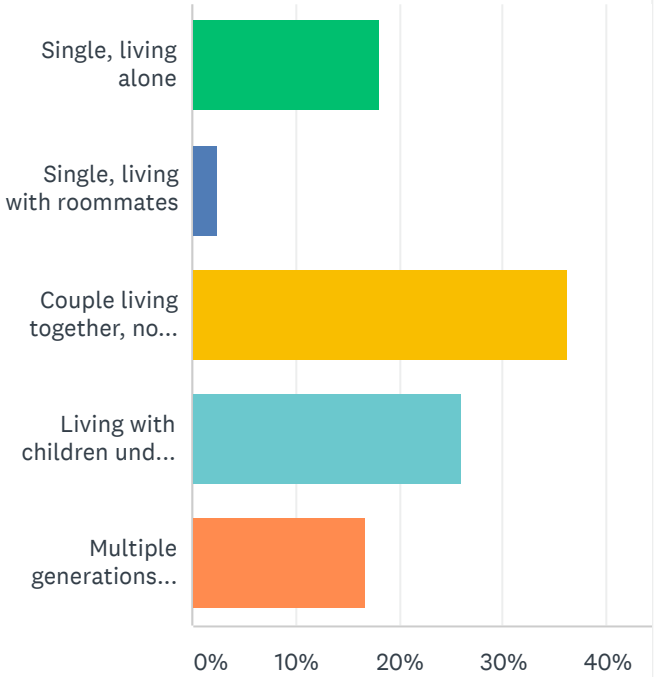


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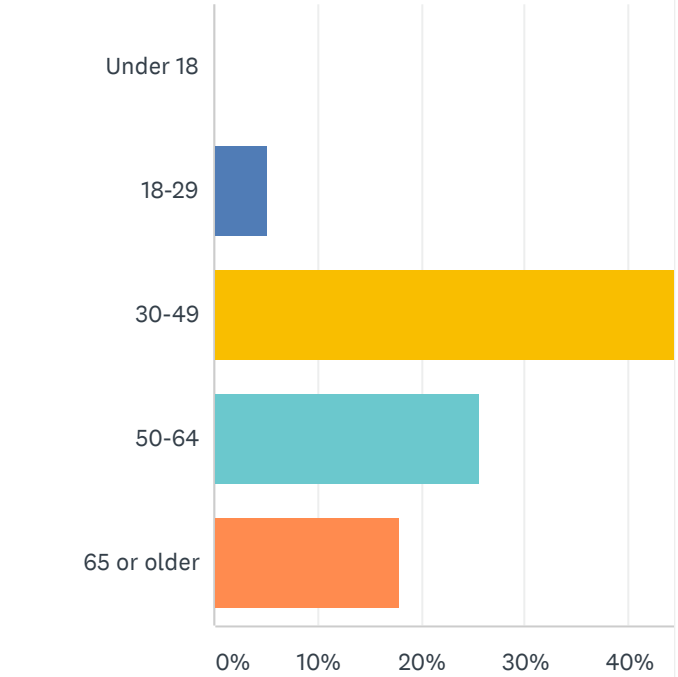
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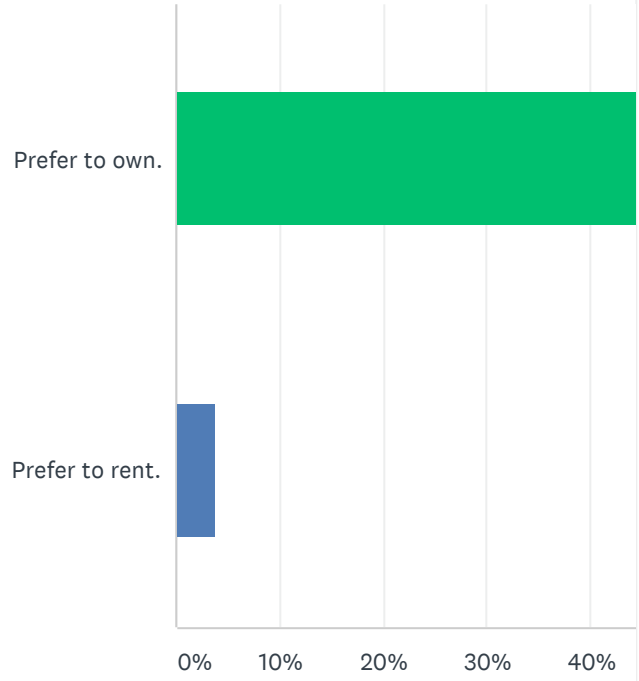
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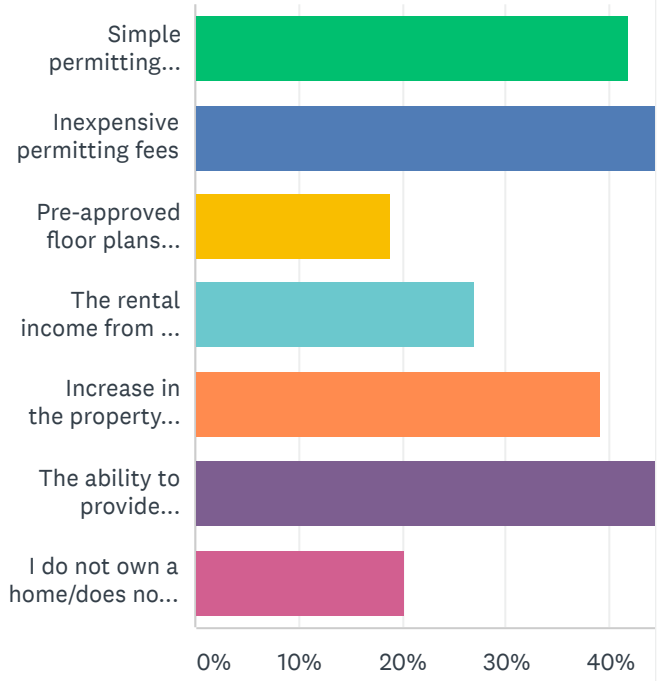
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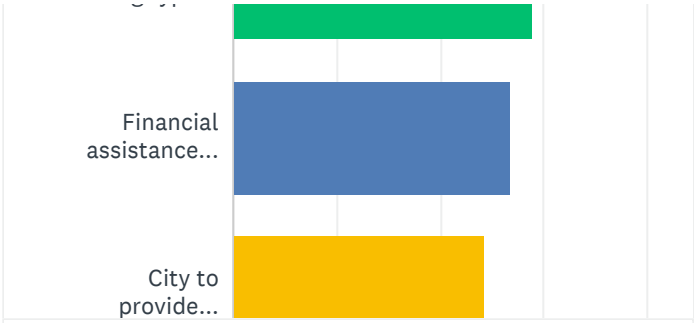
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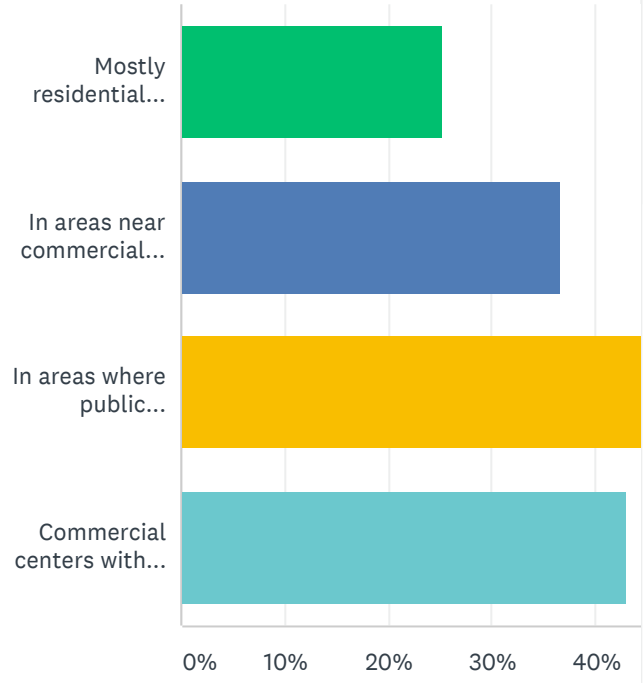
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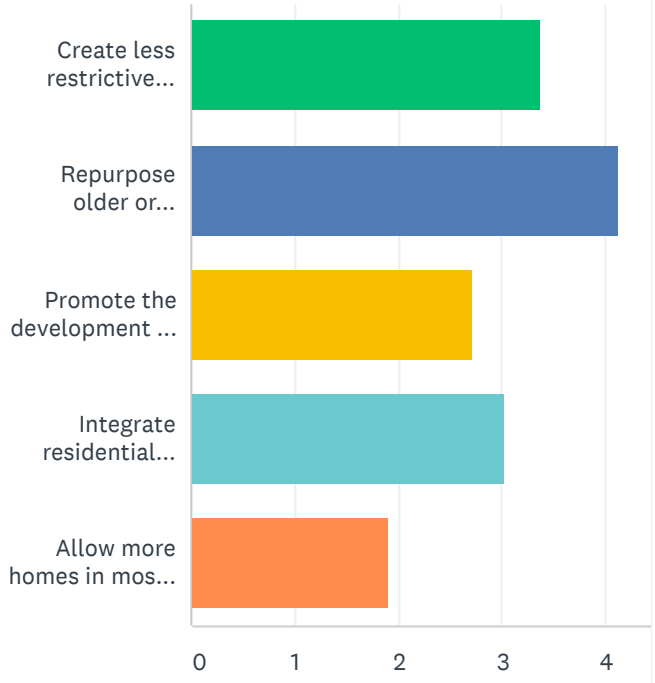
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Appendix A-4
Workshop Flyer

CITY OF BANNING
HOUSING ELEMENT UPDATE

JOIN US FOR A VIRTUAL STAKEHOLDER WORKSHOP

The City of Banning invites you to attend a community meeting on the City's Housing Element Update for Planning Period 2021–2029. Please join us to learn more about the update process, potential housing locations, and opportunities for meeting the City's housing goals (including affordable and special needs housing).

WHAT IS THE HOUSING ELEMENT?

The Housing Element establishes goals, policies, and implementation measures to guide the development of housing in Banning. It is included in the Banning General Plan and outlines the City's plan to meet existing and projected future housing needs for all economic segments of the community.

TAKE THE SURVEY!

You can also provide input via our survey:
www.surveymonkey.com/r/MP6ZCMP

JOIN US ON JUNE 2ND AT 5:30 PM

The meeting will be hybrid in-person and online. Please join us in person at the Banning City Hall:

City of Banning
Council Chambers
99 E. Ramsey Street
Banning, CA 92220

OR by desktop, tablet, and phone at the link below:

www.banningca.gov/Archive.aspx?ADID=2483



FOR MORE INFORMATION:

Contact Adam Rush, Community Development Director
at **arush@banningca.gov** or (951) 922-3131

http://banning.ca.us/

Visite la página web anterior para obtener información en español. Para seleccionar español, consulte el menu desplegable en la página web.

Appendix A-5
Stakeholder Consultation Matrix

Stakeholder Consultation Matrix

Agency	Type	EMAIL	First	Last	Title
211 Community Connect	Continuum of Care	mdavis@connectriverside.org	Marie	Davis	CEO/President
AARP California	Services-Elderly	FBuzo@aarp.org	Fred	Buzo	Associate State Director
Alternatives to Domestic Violance Riverside	Services-Victims of Domestic Violence	info@alternativestodv.org			
Building Industry Association - Riverside Chapter	Business Leader	eo@riversidebia.org	Lou	Monville	President
C & C Development	Assisted Housing	todd@c-cdev.com	Todd	Cottle	Developer
California State Senate	Government - State	Alessandra.Magnasco@sen.ca.gov	Alessanda	Magnasco	State Senator Senator Ochoa Bogh
Casa de la Villa	Assisted Housing	casadelavilla@villageinvestments.net			
City Net Homeless Services	Services-Homeless	OUTREACH@CITYNET.ORG			
Coachella Valley Housing Coalition	Services-Housing	cvhc@cvhc.org			
Corona Chamber of Commerce	Business Leader	info@thebanningchamber.com			
Council on Aging	Services-Elderly	landerson@coasc.org	Libby	Anderson	Director Ombudsman
County of Riverside Department of Public Social Services - Administrative Department CPA	Child Welfare Agency	chdougla@rivco.org	Charity	Douglas	Deputy Director in Charge
County of Riverside Transportation and Land Management Agency	Public Land Agency	JHildebr@RIVCO.ORG	John	Hildebrandt	Regional Office Manager
County of Riverside Veterans' Services	Services - Veterans	jkadnerson@rivco.org	James Kelly	Anderson	Assistant Director
Fair Housing Council of Riverside	Services-Fair Housing	jreed@fairhousing.net	Jamila	Reed	Program Manager
Grace Lutheran Church	Religious	office@glcbanning.org			
Habitat For Humanity	Services-Housing	kmichalak@habitatriverside.org	Kathy	Michalak	Executive Director
Housing Authority of Riverside County	PHA	chui@rivco.org	Cindy	Hui	Principal Dev. Spec.
Inland Empire Women's Business Center	Services-Employment	mskiljan@iewbc.org	Michelle	Skiljan	Executive Director
Inland Regional Center	Services-Disabilities	community@inlandrc.org			
Jamboree Housing Corp	Services-Housing	info@jamboreehousing.com			
Local Initiatives Support Corporation	Assisted Housing	MCarroll@lisc.org	Michael	Carroll	
Mary Erickson Community Housing	Assisted Housing	info@maryerickson.org			
Neighborhood Housing Services Inland Empire	Services-Housing	info@nhsie.org			
Riv County Emergency Management Dept.	Emergency Management Agency	crich@rivco.org	Christina	Rich	Secretary
Riv. University Health System Public Health	Services-HIV/AIDS	swalton@ruhealth.org	Sheila	Walton	Secretary HIV/STD
Riverside County Flood Control and Water Conservation District	Floodplain Management Agency	wmcornel@rivco.org	Micheal	Cornelius	Engineer Tech II
Riverside County Board of Supervisors	Government - Local	district2@rivco.org	Karen	Spiegel	Supervisor, 2nd District
Riverside County Department of Mental Health	Services-Housing	MHWEB@ruhealth.org			
Riverside County Department of Public Social Services	Continuum of Care	jortego@rivco.org	James	Ortego	Deputy Director
Riverside County Homelessness Solutions	Services-Homeless	mdavis@riversideca.gov			
Riverside County Housing Authority	Assisted Housing	housing@riversideca.gov			
Riverside County Office of Aging	Services-Elderly	rcaging@rivco.org			
Riverside County Planning Department	Government - Local	planning@rivco.org			
Riverside County Supervisor District 5	Government - Local	district5@rivco.org			
Riverside Economic Development Agency - Housing Division	Services-Housing				
Riverside Housing Development Corporation	Assisted Housing	website@rhdcca.org			
Riverside Transit Authority	Government - Regional	kwarsinski@riversidetransit.com	Kristin	Warsinski	Director of Planning
		cartagena@scag.ca.gov	Arnold	San Miguel	Regional Affairs Officer
Southern California Council of Governments (SCAG)	Government - Regional	sanmiguel@scag.ca.gov	Javiera	Cartagena	Reg. Affairs Manager
The Inland Gateway Assoc of Realtors	Business Leader	staff@tigar.org			
U.S. Department of Housing and Urban Development	Government - Federal	Marilou.Flores@hud.gov	Marilou	Flores	CPD Representative
WRCOG	Government - Regional	cgray@wrcog.us			

Appendix B

Sites Inventory

Site Address/Intersection	Assessor Parcel Number	General Plan Designation	Zoning	Existing Site Use	Parcel Size (Acres)	Minimum Density Allowed (Proposed)	Maximum Density Allowed (Proposed)	Minimum Unit Capacity	Very Low-Income Units	Low-Income Units	Moderate-Income Units	Above Moderate-Income Units
W Jacinto View Rd.	537020008	VHDR	VHDR	Vacant	4.06	24	30	97	57	20	20	0
S Woodland Ave.	538250004	VHDR	VHDR	Vacant	9.25	24	30	222	111	85	25	0
E George St.	541094020	VHDR	VHDR	Vacant	2.30	24	30	55	36	19	0	0
E Williams St.	541103022	VHDR	VHDR	Vacant	0.56	24	30	13			13	0
E Williams St.	541103023	VHDR	VHDR	Vacant	0.55	24	30	13			13	0
E Williams St.	541103025	VHDR	VHDR	Vacant	1.89	24	30	45	30	15	0	0
S San Gorgonio Ave.	543060002	VHDR	VHDR	Vacant	4.71	24	30	113	38	39	36	0
S San Gorgonio Ave.	540250014	VHDR	VHDR	Vacant	1.29	24	30	31	20	10	0	0
S San Gorgonio Ave.	540250023	VHDR	VHDR	Vacant	2.26	24	30	54	36	18	0	0
N Hermosa St.	534161008	VHDR	VHDR	Vacant	0.40	24	30	10			9	0
N Hermosa St.	534161009	VHDR	VHDR	Vacant	0.61	24	30	15			14	0
N Hermosa St.	534161010	VHDR	VHDR	Vacant	0.91	24	30	22	14	7	0	0
S Sunset Ave.	537110014	HDR	HDR	Vacant	9.00	11	18	99			49	50
S Sunset Ave.	537120034	HDR	HDR	Vacant	8.20	11	18	90			45	45
E Nicolet St.	541110009	HDR	HDR	Vacant	1.60	11	18	18			9	8
E Williams St.	541110013	HDR	HDR	Vacant	1.68	11	18	18			9	9
Total								**916**	**342**	**213**	**242**	**112**

Appendix C

Affirmatively Furthering Fair Housing (AFFH)

Appendix C: Affirmatively Furthering Fair Housing (AFFH)

Introduction and Overview of AB 686

In January 2017, Assembly Bill 686 (AB 686) introduced an obligation to AFFH into California State law. AB 686 defines "affirmatively further fair housing" to mean "taking meaningful actions, in addition to combat discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity" for persons of color, persons with disabilities, and other protected classes. AB 686 added an assessment of fair housing to the Housing Element which includes the following components: a summary of fair housing issues and assessment of the City's fair housing enforcement and outreach capacity; an analysis of segregation patterns and disparities in access to opportunities; an assessment of contributing factors; and an identification of fair housing goals and actions.

AB 686 supplements the existing Fair Housing Act, which prohibits discrimination by direct providers of housing, such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowner's insurance companies whose discriminatory practices make housing unavailable to persons because of:

- Race or color
- Religion
- Sex
- National origin,
- Familiar status, or
- Disability

Community Outreach

As part of the Housing Element Update, the City implemented a community engagement program, soliciting input from the general public, housing stakeholders, and City decision makers. Results and feedback obtained during the community engagement program have been incorporated into the Housing Element, including this section on AFFH practices. Please see Chapter 1 for more details on the City's outreach efforts.

Summary of Fair Housing Issues

County of Riverside Trends

As part of the Community Development Block Grant (CDBG) program certification process, participating jurisdictions must prepare an analysis of impediments to fair housing choice every five years. The Riverside Regional Analysis of Impediments to Fair Housing Choice (County of Riverside AI), is an assessment of the Riverside County regional laws, ordinances, statutes, and administrative policies, as well as local conditions that affect the location, availability, and accessibility of housing. It also analyzes the conditions in the private market and public sector that may limit the range of housing choices or

impede a person's access to housing, and provides solutions and measures that will be pursued to mitigate or remove identified impediments. The County of Riverside AI provides a comparative demographic profile of Riverside County; assesses the extent of housing needs among specific income groups; and evaluates the availability of a range of housing choices for residents. Regionally, the County of Riverside AI identifies the following impediments to fair housing:

- Hispanic and Black residents continue to be underrepresented in the homebuyer market and have experienced large disparities in loan approval rates
- Concentrations of housing choice voucher use have occurred due to the geographic disparity of rental prices
- Housing choices for special needs groups, especially persons with disabilities, are limited
- Fair housing enforcement activities are limited – despite laws prohibiting discrimination, residents can experience housing bias on the basis of physical disability, race, and ethnicity
- Nearly 63 percent of all fair housing complaints in Riverside County over the last five years were on the basis of disability
- Today, people obtain information on housing options and availability through many media forms, not limited to traditional newspaper noticing or other print forms

Fair Housing Outreach and Enforcement

Fair housing enforcement and outreach capacity relates to the ability of a local jurisdiction and fair housing entities to disseminate information related to fair housing and provide outreach and education to assure community members are informed of fair housing laws, housing programs, and tenants' rights. In addition, enforcement and outreach capacity includes the ability to address compliance with fair housing laws, such as investigating complaints, obtaining remedies, and engaging in fair housing testing. The City of Banning addresses fair housing needs by contracting with the FHCRC, a non-profit organization to counsel property owners, managers, tenants, and homebuyers on fair housing related issues. Various services are implemented through this partnership including:

- Providing tenant/landlord counseling to all citizens;
- Responding to all citizens complaints regarding violations of the fair housing laws;
- Promoting community awareness of fair housing rights and responsibilities;
- Monitoring fair housing legislation, attending training and reporting to the City; and
- Serving as an overall fair housing resource for the area, including implementation of an affirmative fair housing market plan.

The City of Banning provides two Government Cable Access Channels (Charter Cable Channel 10, and Frontier Cable Channel 29), a Facebook page, and a "Notify Me" subscription service for information related to housing programs. The specific objective of these channels is to increase citizens' awareness in all areas of municipal government and provide an outlet to inform, educate, and encourage civic engagement. Not-for-profit groups are permitted to fill out applications for conducting community services announcements related to raising awareness of community housing programs. In addition to the Government Cable Access Channels, the City of Banning has a social media presence using Facebook to share community service announcements related to housing resources and assistance programs for special needs households. Similarly, a related Facebook site, The Banning Informer, can be used to share information about available housing programs both provided by the City and partnering groups and

organizations. The City's website has a "Notify Me" subscription, which when subscribed will inform participants of information related to a specific item. The City's newsletter is an example item which may contain information on housing assistance programs, public meeting agendas, and City of Banning News Flash.

The County of Riverside contracts with the non-profit organization Fair Housing Council of Riverside County, Inc. (FHCRC) to address fair housing complaints and engage the community around fair and affordable housing issues. These organizations help coordinate the development of the County of Riverside AI, including the outreach process. Table 1 shows the local housing and social service organizations that are active in the County as part of the FHCRC.

Table 1 Fair Housing Organizations Active in Riverside County

Organization	Focus
County of Riverside Department of Public Social Services	Homeless services
Workforce Development	Employment Services
Housing Authority Riverside	Public housing services
Fair Housing Council of Riverside County (FHCRC)	Fair housing services
National Alliance on Mental Illness	Mental health services
Regional Task Force on the Homeless	Services for individuals experiencing homelessness
Southern California Rental Housing Association	Rental assistance

Source: Riverside County 2020

Table 2 lists organizations active in the City of Banning that offer fair housing support and services.

Table 2 Fair Housing Organizations Active in Banning

Organization	Focus
California Department of Fair Employment and Housing	State Resource for fair employment and housing
Housing and Economic Rights Advocates	Fair Housing advocacy
Jamboree Housing	Developer of affordable housing
Riverside Housing Development Corporation	Developer of affordable housing
H.E.L.P. Inc.	Services for Individuals experiencing homelessness
Southern California Association of Nonprofit Housing	Fair housing advocacy

Source: Riverside County 2020

County of Riverside Fair Housing Enforcement

From 2015-2020, FHCRC assisted County residents with fair housing discrimination complaints, addressing 3,108 complaints in total, with 95.0 percent of those from in-place tenants, 3.0 percent from landlords or managers, and the balance from other types of complainants. Consistent with state and national trends, the leading bases of complaints in the County included physical disability (51.0 percent), mental disability (12.0 percent), race (10.0 percent), familial status (8.0 percent), national origin

(7.0 percent), and sex (3.0 percent). Taken together, complaints based on disability status accounted for 63.0 percent of all cases in Riverside County.

City of Banning Fair Housing Enforcement

In 2020, FHCRC assisted one Banning resident with a fair housing complaint related to physical disability. Programs 30 to 33 of the Housing Element direct the City to take actions to overcome patterns of segregation, address disparities in housing needs, and increase access to housing opportunities.

The City of Banning currently complies or will comply with all local State fair housing laws following adoption of this housing element update and following updates to its Zoning Ordinance. Examples of fair housing laws include the following:

- California Fair Employment and Housing Act (FEHA) (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2): The City includes Section 12900 in its definition of fair housing laws in Zoning Ordinance Chapter 17.42, which cover fair housing and reasonable accommodations in city housing regulations and development for persons with disabilities.
- FEHA Regulations (California Code of Regulations (CCR), title 2, sections 12005-12271): The City abides by all fair housing laws included in this section.
- Government Code section 65008, which covers actions of a city, county, city and county, or other local government agency, and makes those actions null and void if the action denies an individual or group of individuals the enjoyment of residence, landownership, tenancy, or other land use in the state because of membership in a protected class, the method of financing, and/or the intended occupancy.
- Government Code section 8899.50, which requires all public agencies to administer programs and activities relating to housing and community development in a manner to affirmatively further fair housing and avoid any action that is materially inconsistent with its obligation to affirmatively further fair housing.
- Government Code section 11135 et seq. requires full and equal access to all programs and activities operated, administered, or funded with financial assistance from the State, regardless of one's membership or perceived membership in a protected class: The City has procedures for Reasonable Accommodation codified as Section 17.42.040 in its Zoning Ordinance as discussed in Chapter 3, Housing Constraints.
- Density bonus law: The City has the following density bonus provisions in Section 15.60.030 of its Zoning Ordinance: Upon written request to the city, an applicant for a housing development is eligible for one density bonus of twenty percent over the maximum residential density provided that the applicant agrees to construct the housing development in accordance with one of the following criteria: 1. Five percent of the total dwelling units, excluding any units permitted by the density bonus, are provided at affordable rent or ownership costs to very low income households; or 2. Ten percent of the total dwelling units, excluding any units permitted by the density bonus, are provided at affordable rent or ownership costs to lower income households; or 3. A senior citizen housing development. For senior citizen housing developments, the density bonus shall be twenty percent of the number of senior housing units provided. Additionally, the City has targeted the downtown Commercial (DC) area for special incentives for multi-family, single resident occupancy (SRO), and mixed-use development to stimulate revitalization and housing opportunities for lower-income and special needs residents. The City will encourage consolidation of adjacent parcels to enhance development feasibility by providing a lot consolidation density incentive of five percent when two

or more parcels totaling at least 1.0 acre are consolidated. This density incentive is in addition to the density bonus currently allowed.

- No-Net-Loss Law (2017, Gov. Code, Section 65863): The City will monitor the consumption of residential acreage to ensure an adequate inventory and buffer of residential units is available if sites on the residential inventory are not developed with low and moderate-income residential units and rezone additional properties if sites fall below the low and moderate income RHNA allocation. The City will periodically monitor sites. In the event that sites that are identified for lower- or moderate-income RHNA develop with fewer units than assumed in the inventory, the City will prioritize its buffer allocation to accommodate any shortfall.
- Housing Accountability Act (Gov. Code, Section 65589.5.) limits the ability of cities and counties to reject proposed housing development projects that are consistent with local plans and zoning regulations. In order to disapprove a proposed residential development that complies with all applicable objective planning and zoning criteria, the local agency must make written findings, supported by substantial evidence, that the project would have a specific adverse impact on public health or safety, and no feasible means exists to satisfactorily mitigate or avoid the impact. The City complies with this act.

Fair Housing Analysis

The California Government Code Section 65583 (10)(A)(ii) requires jurisdictions to analyze areas of segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk.

Data on regional and local disparities and trends was gathered from a variety of sources, including HCD's AFFH Viewer, the Healthy Places Index (HPI) and the Urban Displacement Project (UDP). The HPI is a tool that was developed by the Public Health Alliance of Southern California in partnership with the Virginia Commonwealth University's Center on Society and Health in order to predict life expectancy. Community conditions, also called the "social determinants of health," can be used to predict life expectancy. These conditions include economic stability, neighborhood and built environment, health and access to health care, education, social and community context. The HPI combines 25 community characteristics into a single indexed HPI Score. HPI scores for each census tract can be compared to paint an overall picture of health and well-being.

The UDP was developed as a research initiative by the University of California, Berkeley in partnership with the University of California, Los Angeles. The tool was developed with the intention of tracking neighborhood change and identifying areas that are vulnerable to gentrification and displacement in California. Indicators of gentrification and displacement are measured at the census tract level are based on data from the 2015 American Community Survey (ACS).

Segregation and Integration Patterns and Trends

To inform priorities, policies, and actions, the Housing Element must include an analysis of integration and segregation, including patterns and trends, related to people with protected characteristics. Integration generally means a condition in which there is not a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a particular type of disability when compared to a broader geographic area. Segregation generally means a condition in which there is a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a type of disability in a particular geographic area when compared to a broader geographic area.

Race and Poverty Concentration

The ethnic and racial composition of a jurisdiction is useful in analyzing housing demand and any related fair housing concerns as it tends to demonstrate a relationship with other characteristics such as household size, income level, locational preferences, and mobility. To assist in this analysis of race and poverty concentration, HCD and the California Tax Credit Allocation Committee (CTCAC) directed the California Fair Housing Task Force to "provide research, evidence-based policy recommendations, and other strategic recommendations to HCD and other related State agencies/departments to further the fair housing goals (as defined by HCD)." The Task Force created Opportunity Maps to identify resources levels across the state "to accompany new policies aimed at increasing access to high opportunity areas for families with children in housing financed with 9.0 percent Low Income Housing Tax Credits (LIHTCs)." These opportunity maps are made from composite scores of three different domains made up of a set of indicators, as shown in Table 3.

Table 3 Domain Indicators for Opportunity Areas

Domain	Indicator
Economic	Poverty, Adult Education, Employment, Job Proximity, Median Home Value
Environmental	CalEnviroScreen 3.0 pollution Indicators and Values
Education	Math proficiency, Reading proficiency, High school Graduation Rates, Student Poverty Rates

Source: California Fair Housing Task Force, Methodology for the 2020 TCAC/HCD Opportunity Maps, December 2020

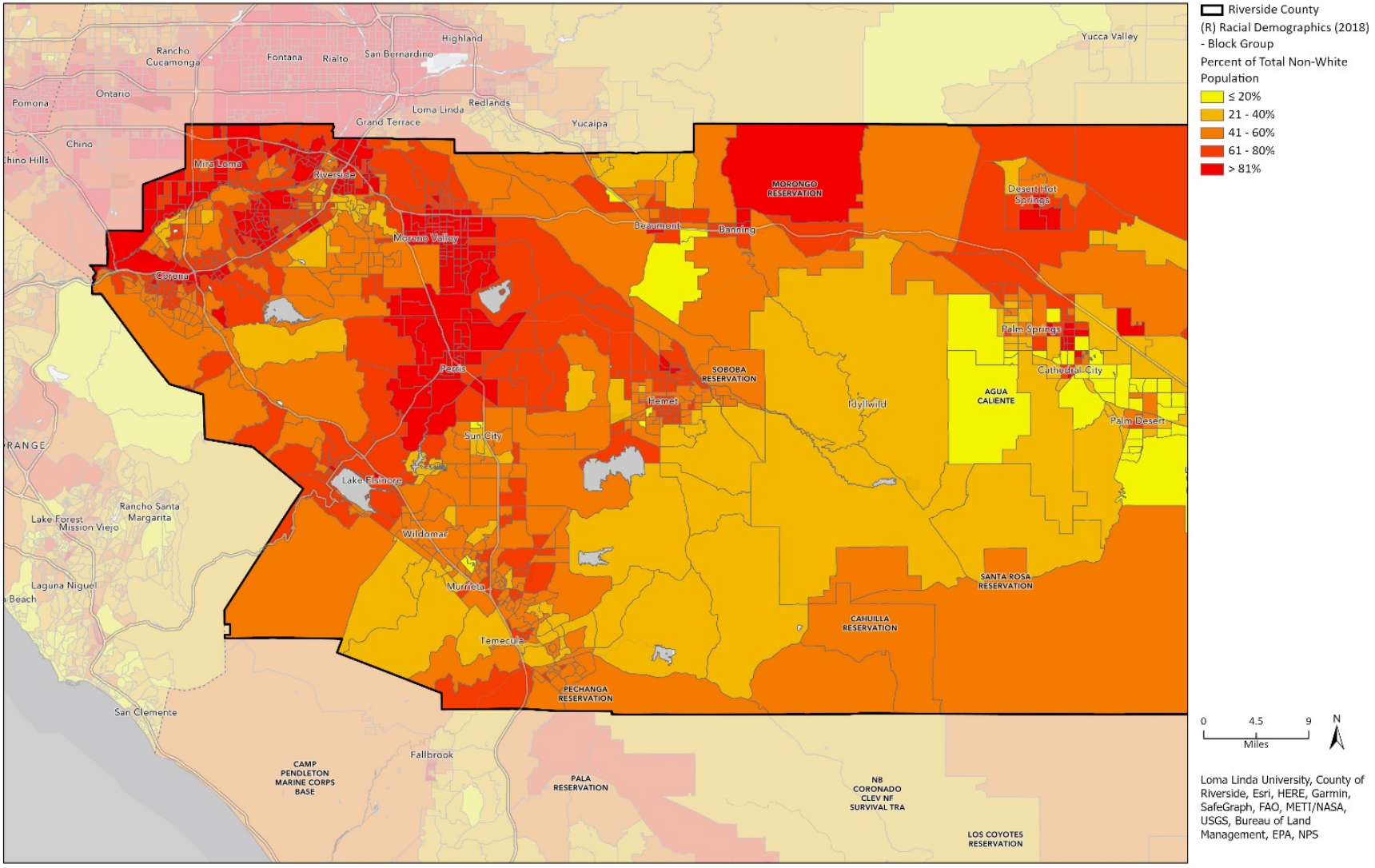
The opportunity maps include a measure or "filter" to identify areas with poverty and racial segregation. To identify these areas, census tracts were first filtered by poverty and then by a measure of racial segregation. The criteria for these filters were:

- Poverty: Tracts with at least 30.0 percent of population under federal poverty line
- Racial Segregation: Tracts with location quotient higher than 1.25 for Black, Hispanic, Asian, or all non-White residents in comparison to the County

County of Riverside Minority Concentrated Areas

According to the California Fair Housing Task Force, areas with high segregation are primarily located in the western, urban areas of the County and the Native American reservations in the northern and southern portions of the County, as shown on Figure 1. Hispanic residents make up the highest percentage of racial composition in the County at 45.5 percent of the population.

Figure 1 Minority Concentrated Areas (County of Riverside)



Source: AFFH Data Viewer, 2021

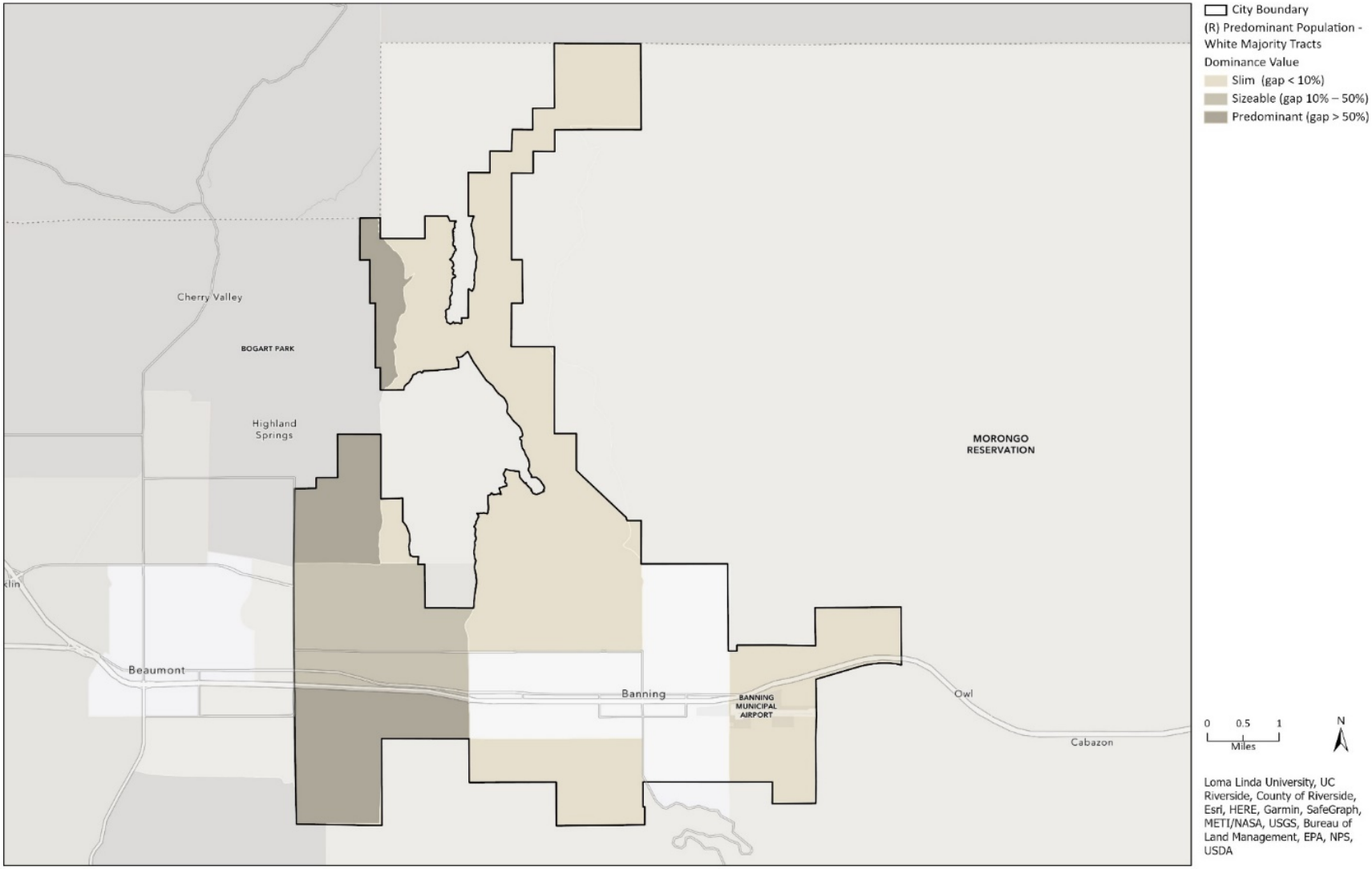
City of Banning Minority Concentrated Areas

Discrimination based on race and ethnicity is a historic and known contributor to unfair housing practices. The existence of concentrations of minorities living in one location may be an indicator that some minority groups in Banning do not have as many housing choices as non-minority residents. This disparity can be an indicator of language barriers, unfair lending practices, and/or lack of mobility access.

As discussed in Chapter 2 of the Housing Element, the City of Banning has a similar percentage of White and Non-Hispanic residents to Riverside County as a whole. White, non-Hispanic residents comprise 36.0 percent of Banning's population, compared to 36.7 percent in County. The city has a slightly lower share of Hispanic residents than the county at 47.0 percent, compared to 47.3 percent. In addition, the city has a lower percentage of Asian residents than the county as a whole (4.5 percent vs. 7.1 percent).

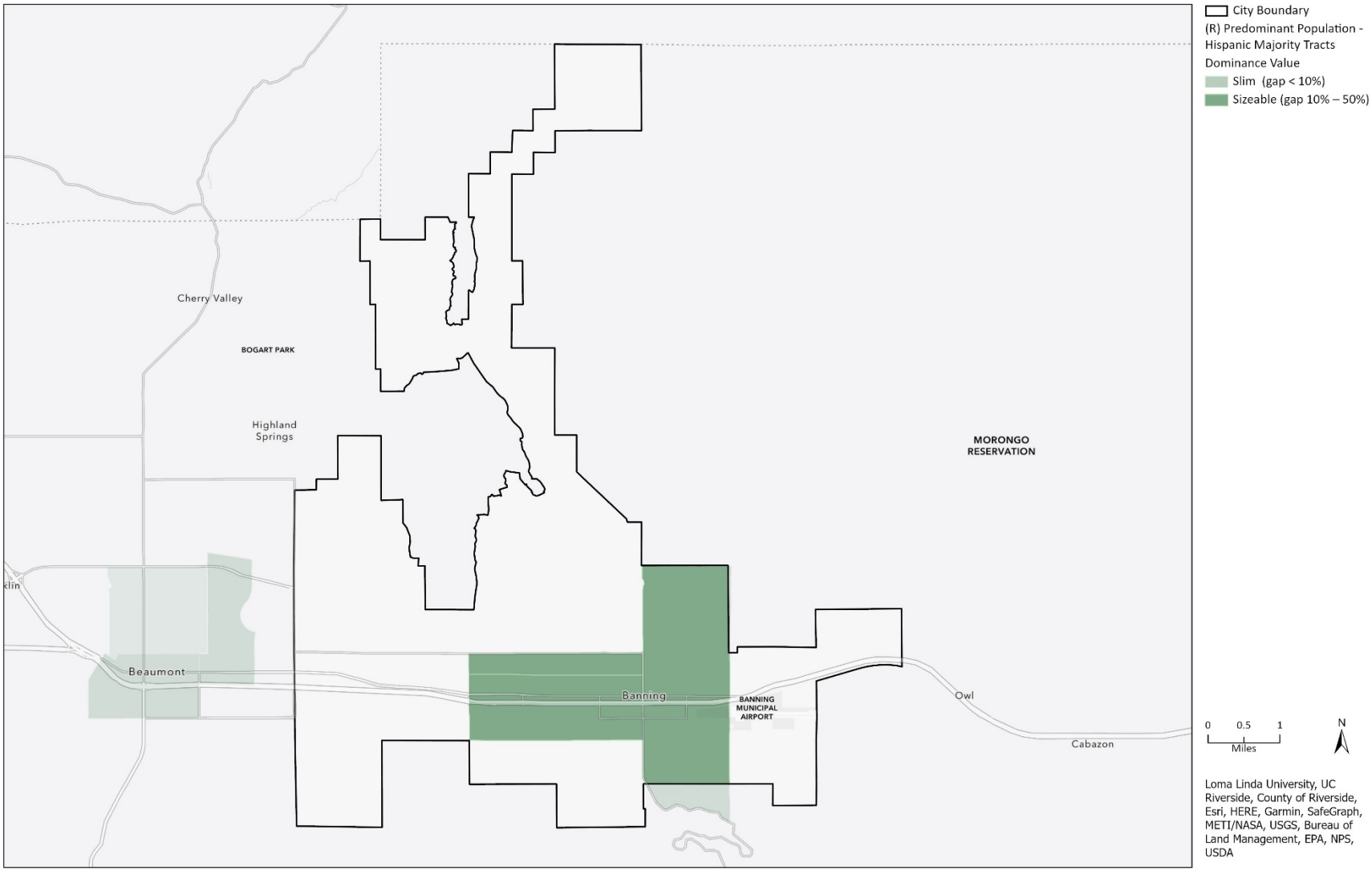
Figure 2 displays areas where white non-Hispanic population comprise the largest demographic throughout the City of Banning, whereas Figure 3 shows areas that are predominately Hispanic areas. According to the AFFH Viewer, areas located near the Banning Municipal Airport and south of the city near Banning High School are areas where approximately 40 percent of residents are White. Additionally, throughout the western regions of the city, in neighborhoods adjacent to Sun Lakes Boulevard and West Wilson Street, White residents are the predominant majority. Areas within the central portion of the city are considered Hispanic majority areas. For instance, approximately 55 percent of population in the neighborhood surrounding Hoffer Elementary School identifies as Hispanic. Furthermore, Figure 4 reflects the percentage of total non-White population within Banning. The highest concentration of non-White populations is in the central segment of the city located along U.S. Interstate 10 (I-10) between South Sunset Avenue and North Hathaway Street.

Figure 2 Predominant Population – White (City of Banning)



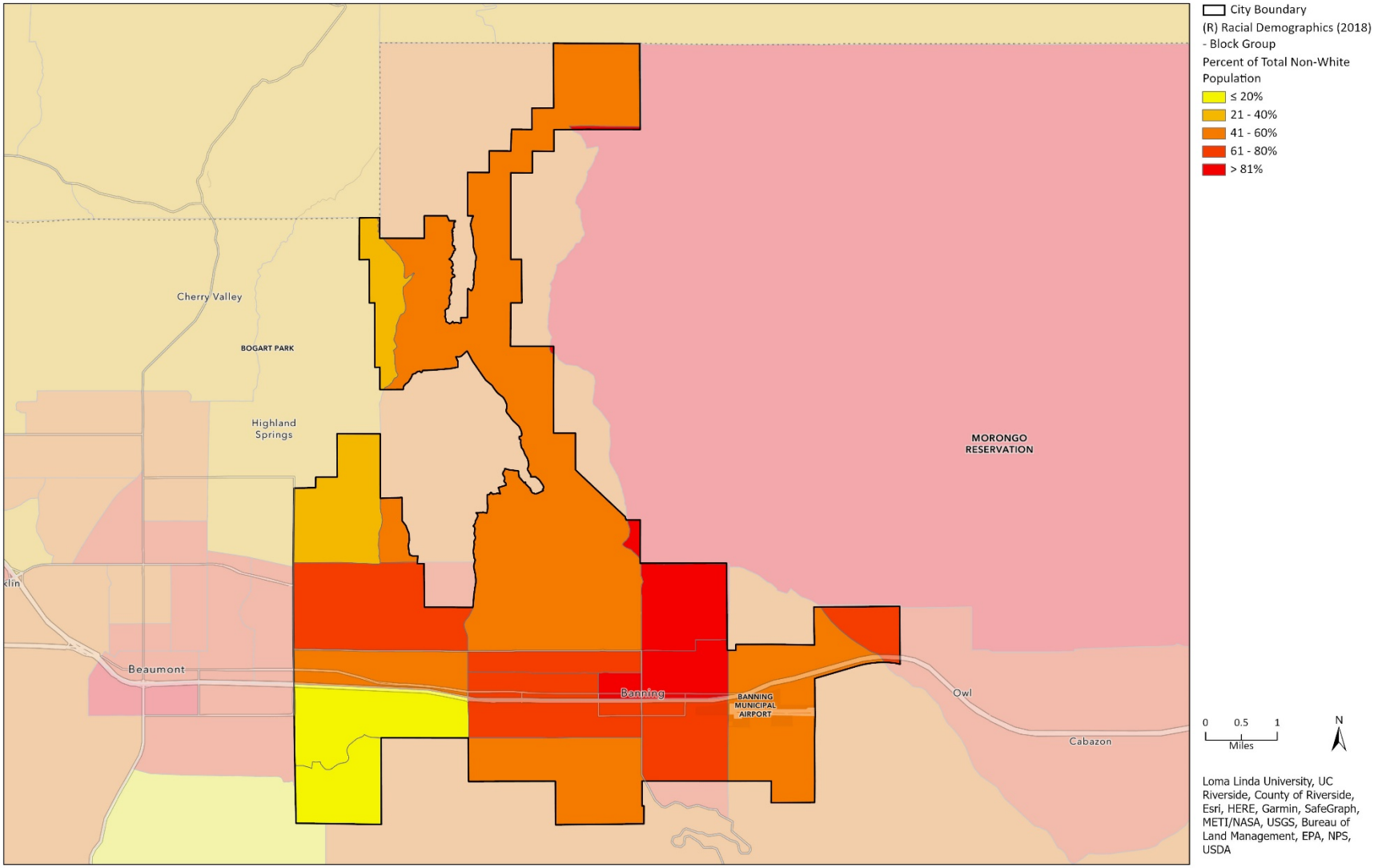
Source: AFFH Data Viewer, 2021

Figure 3 Predominant Population- Hispanic (City of Banning)



Source: AFFH Data Viewer, 2021

Figure 4 Racial Demographics (City of Banning)



Source: AFFH Data Viewer, 2021

Persons with Disabilities

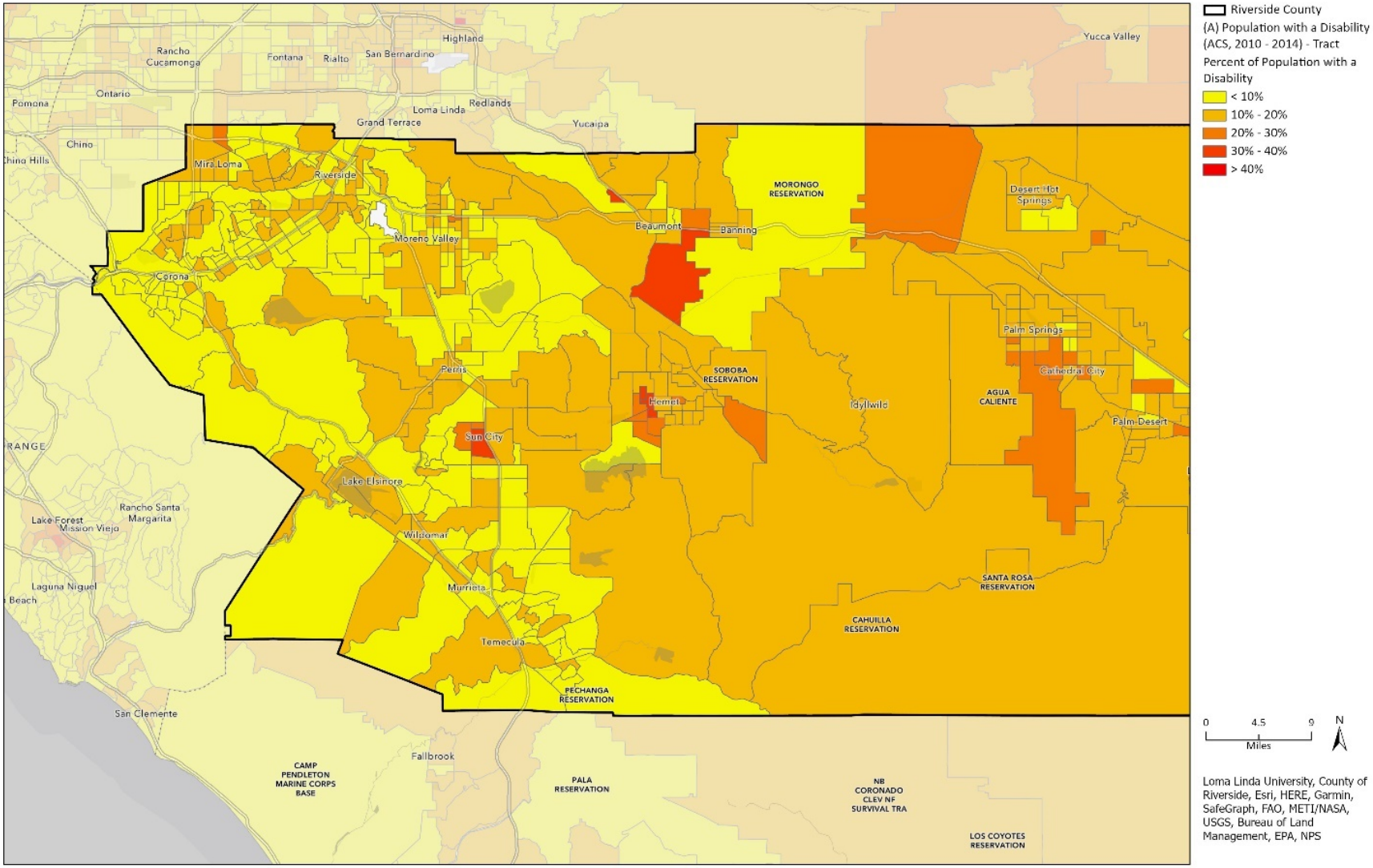
County of Riverside Trends

Housing choices for special needs groups, specifically for persons with disabilities, are limited in the county. According to the County of Riverside AI (using 2013-2017 ACS data), 11.5 percent of county residents reported having a physical disability. Many persons with disabilities face housing-related cost burden compared to non-disabled persons, often due to having relatively fixed incomes. Figure 5 shows areas in Riverside County with concentrations of persons with a disability. Banning is not an area of the county with a high concentration of persons with a disability. The areas with a high concentration of persons with a disability are south of Beaumont, parts of Hemet, and in Sun City.

City of Banning Trends

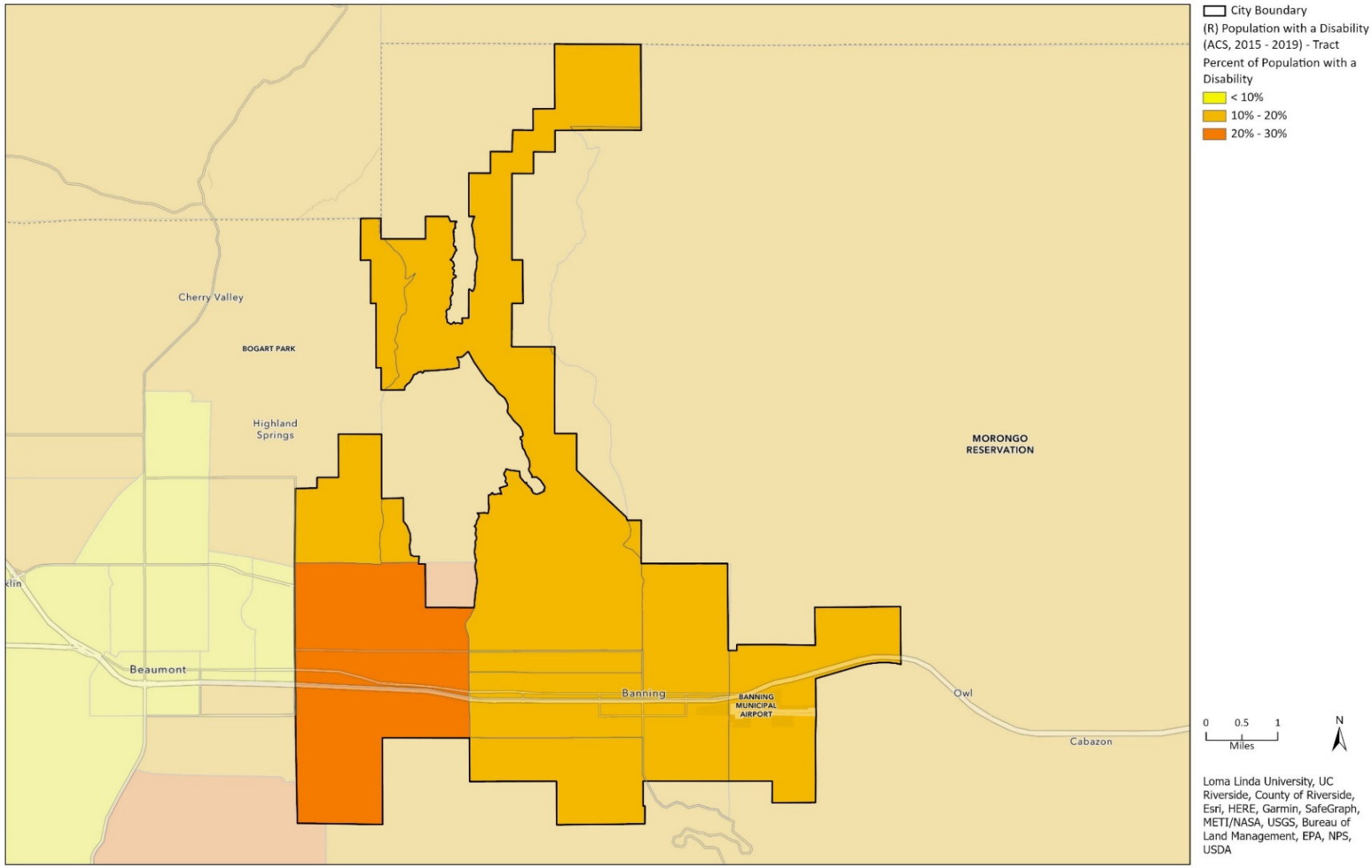
According to 2014-2018 ACS data, approximately eight percent of Banning residents reported having a disability. The ACS also tallied the number of disabilities by type for residents with one or more disabilities. Among the disabilities tallied, ambulatory difficulties were most prevalent, and cognitive and independent living difficulties were also highly prevalent. Hearing Impairment and ambulatory difficulties were most prevalent in among the senior population. Figure 6 depicts the percentage of population with disabilities throughout the city. The percentage of the city's population with a disability range between 10 and 20 percent, with areas of higher concentrations scattered throughout the city. For instance, approximately 11.4 to 14.8 percent of the population north of I-10 is living with at least one disability compared to 16.0 percent of the population residing in southwestern Banning.

Figure 5 Population with a Disability (County of Riverside)



Source: AFFH Data Viewer, 2021

Figure 6 Population with a Disability (City of Banning)



Source: AFFH Data Viewer, 2021

Familial Status

Familial status refers to the presence of children under the age of 18, whether the child is biologically related to the head of household, and the martial status of the head of households. The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age. Familial status protection covers households in which one or more minor children live with: a parent, a person who has legal custody (including guardianship) of a minor child or children, or the designee of a parent or legal custodian, with the written permission of the parent or legal custodian.[1]

The United States Department of Housing and Urban Development (HUD) data shows that familial status discrimination ranks third in discrimination of protected classes, behind discrimination due to disability and race. While the language in federal law about familial status discrimination is clear, the guidelines landlords can use to establish occupancy can be very vague. Although landlords can create occupancy guidelines based on the physical limitations of the housing unit, landlords often impose occupancy limitations that can preclude large families with children. Differential treatments such as limiting the number of children in a complex, or confining children to a specific location, are also fair housing concerns. Single-parent, female-headed households with children require special consideration and assistance because of their greater need for affordable housing and accessible day care, health care, and other supportive services.

County of Riverside Trends

Certain jurisdictions in the county have a higher-than-average proportion of family households with children and may be more vulnerable to discrimination based on familial status. Additionally, families, particularly single, female-headed families, are disproportionately affected by poverty. Figure 7 through Figure 10 show the familial patterns and trends throughout the county. According to the data shown in Figure 7, the cities of Banning, Hemet, Palm Springs are shown to have relatively lower percentages of children living in married-couple household compared to other areas. Areas within and surrounding the cities of Temecula, Banning, and Hemet have the relatively higher concentrations of single, female-headed households and lower percentages of adults living with a spouse/partner. Moreover, as shown in Figure 10, cities such as Sun City, Palm Springs, and Cathedral City have a higher percentage of adults living alone compared to the rest of Riverside County.

City of Banning Trends

Between 2010 and 2018, variation between household types in Banning has generally increased. According to 2018 ACS estimates, almost one-third of households in the city are single-person households, and families with children comprise less than one quarter of total households. Senior-headed households comprise approximately as many households as families with children. Single-parent households comprise of 11.3 percent of total households. Additionally, when comparing 2010 and 2018 data, the share of single-parent and senior-headed households as a percent of the total number of households increased by 3.4 percent and 3.8 percent, respectively, while the share of single-person households decreased slightly. Figure 11 shows areas of the city with concentrations of single-parent, female-headed households. Areas of higher concentrations (between 40 and 60 percent of families with

[1] Fair Housing: Equal Opportunity for All: https://www.hud.gov/sites/documents/FHEO_BOOKLET_ENG.PDF

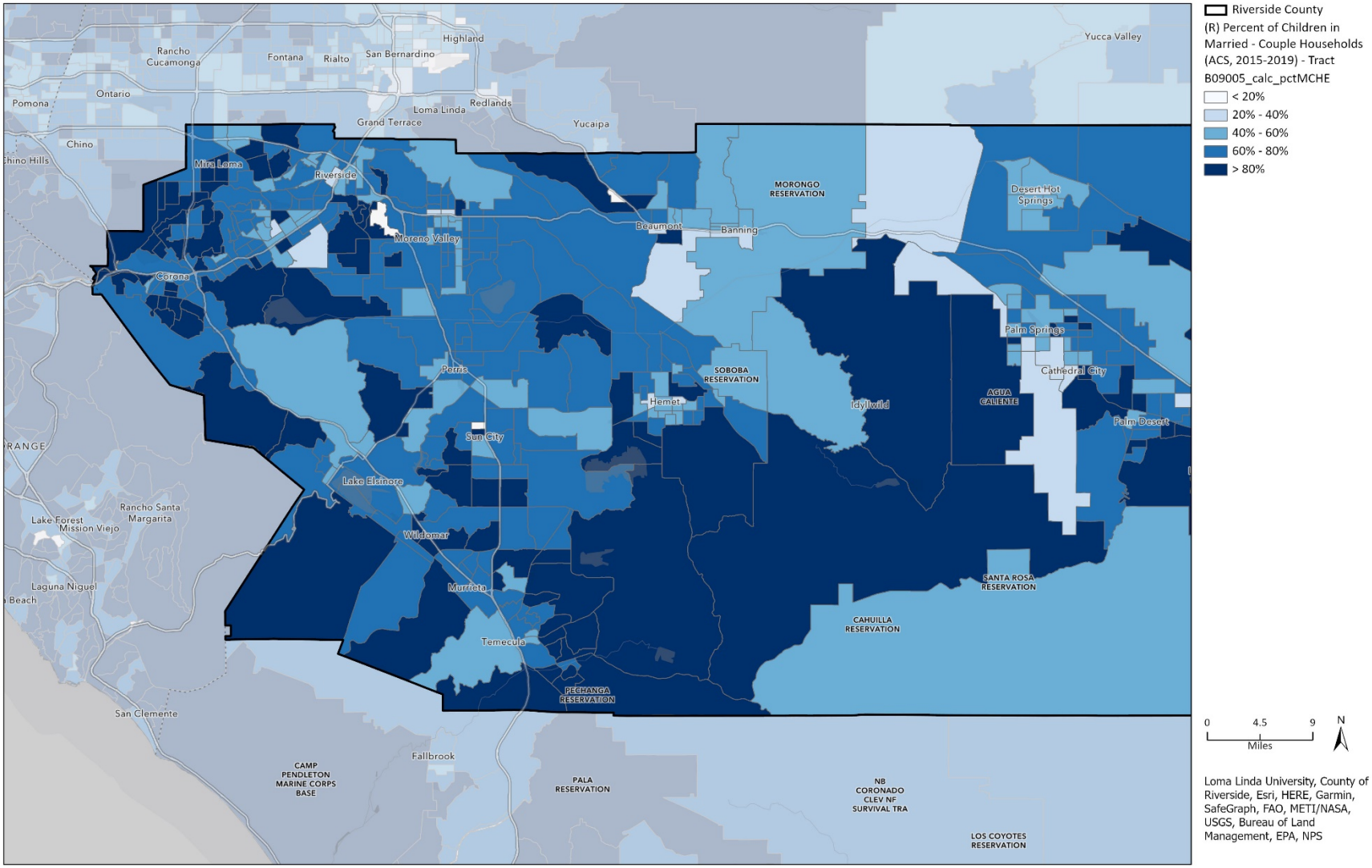
children) are scattered throughout neighborhoods located south of I-10, around Westward and San Gorgonio avenues. Table 4 shows a comparison of household types in the city and the change from 2010 to 2018.

Table 4 Household Characteristics, City of Banning (2010-2018)

Household Type	2010		2018		Percent Change in Share of Households 2010-2018
	Number	Percent of Households	Number	Percent of Households	
Single-Person Households	3,724	31.3	3,386	31.1	-0.2
Senior-Headed Households	2,195	18.4	2,421	22.2	3.8
Families with Children	2,625	22.1	2,547	23.4	1.3
Single-Parent Households	940	7.9	1,233	11.3	3.4
Total Households	11,871	100	10,885	100	-
Average Household Size	2.4	-	2.7	-	-
Average Family Size	3.0	-	3.5	-	-

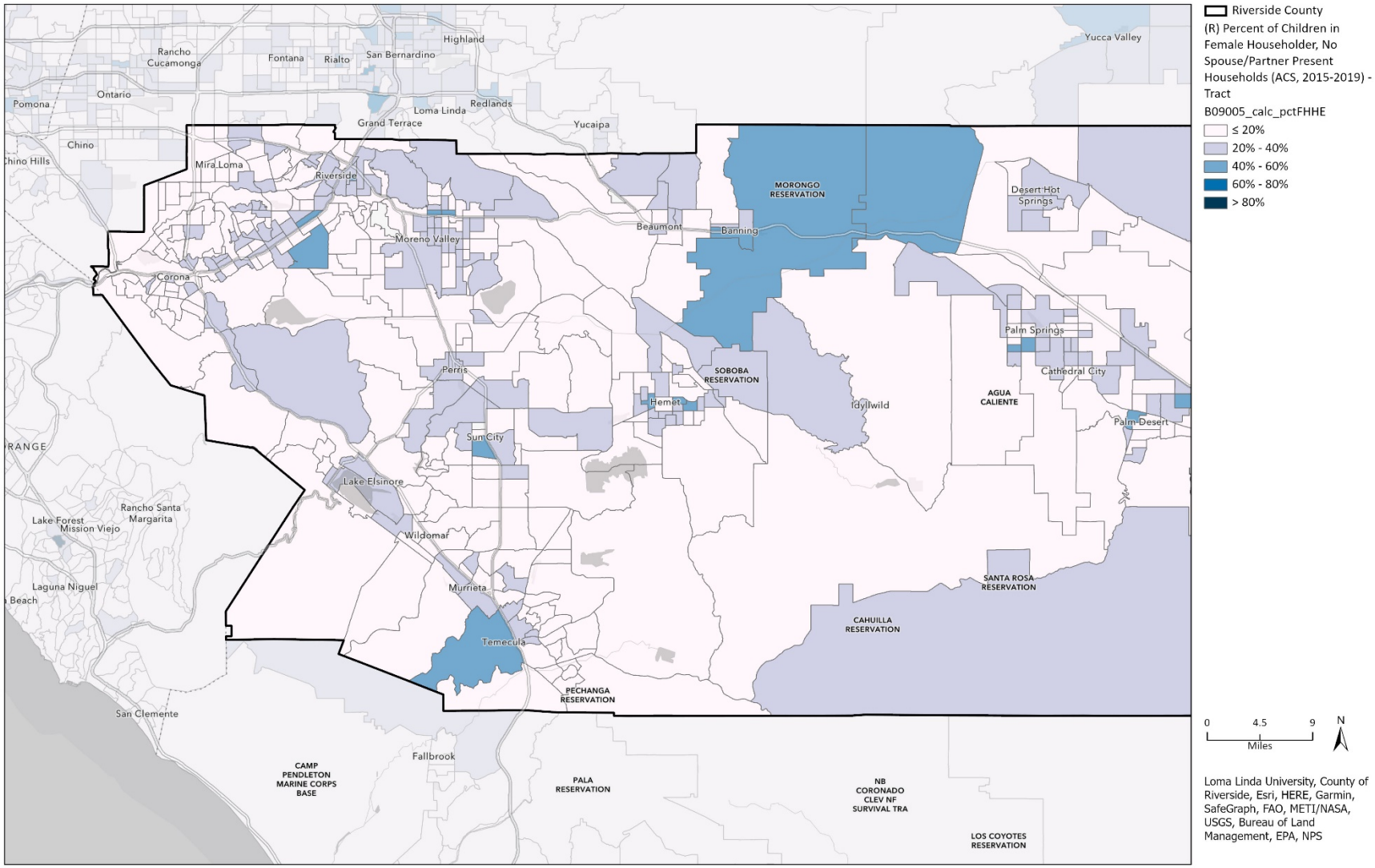
Source: American Community Survey, 2006–2010, 2014–2018.

Figure 7 Children in Married-Couple Households (County of Riverside)



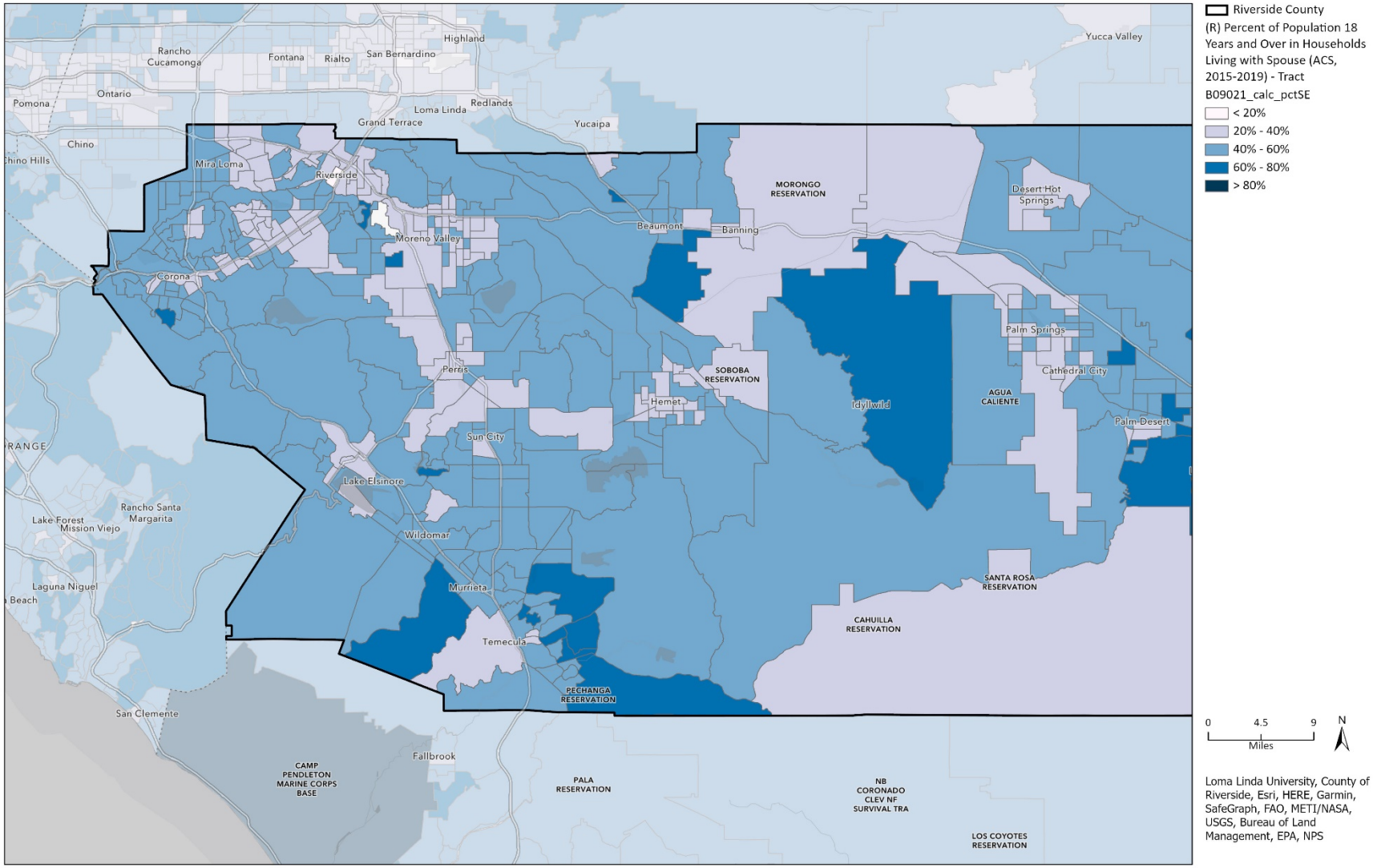
Source: AFFH Data Viewer, 2021

Figure 8 Female Headed Households with Children, No Spouse/Partner Present (County of Riverside)



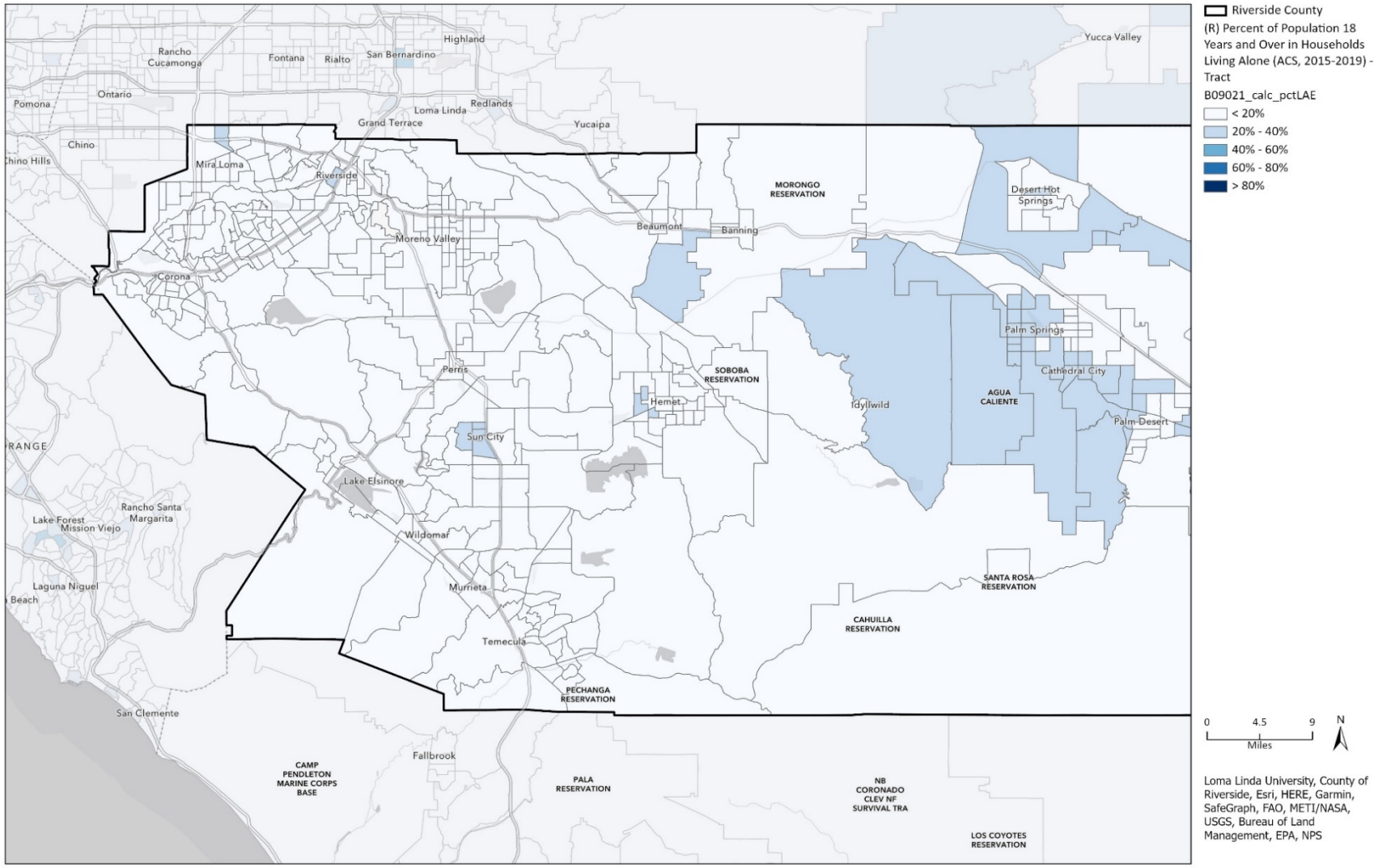
Source: AFFH Data Viewer, 2021

Figure 9 Population of Adults Living with Spouse/Partner (County of Riverside)



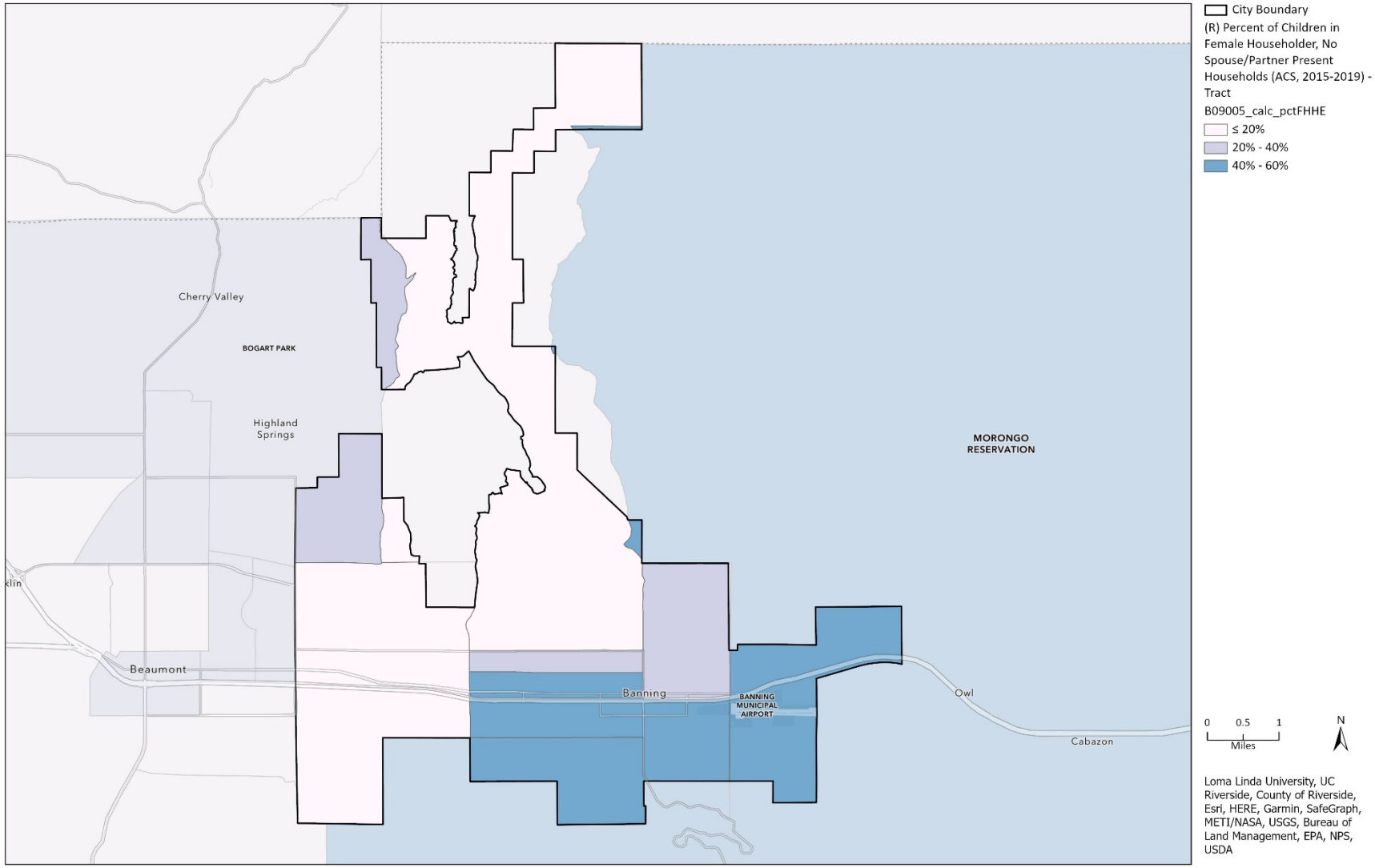
Source: AFFH Data Viewer, 2021

Figure 10 Population of Adults Living Alone (County of Riverside)



Source: AFFH Data Viewer, 2021

Figure 11 Single-Parent, Female-Headed Households with Children (City of Banning)



Source: AFFH Data Viewer, 2021

INCOME

Identifying low-moderate income (LMI) geographies and individuals is important to overcome patterns of segregation. HUD defines a LMI area as a Census tract or block group where over 51.0 percent of the population is LMI (based on HUD income definition of up to 80 percent of the area median income (AMI). Household income is directly connected to the ability to afford housing. Higher income households are more likely to own rather than rent housing. As household income decreases, households tend to pay a disproportionate amount of income for housing and the likelihood of residing in overcrowded or substandard housing increases. Households with incomes below the poverty level, which are typically households classified as extremely low and very low incomes, may require special programs to assist them in meeting their rent and mortgage obligations.

County of Riverside Trends

Table 5 compares household incomes in Banning, surrounding cities, and Riverside County. The 2014-2018 ACS estimates the median household income in Banning at $41,038 compared to $63,948 in the county. Comparatively, the City of Beaumont had a higher median household income than the county, and Moreno Valley had a similar median household income as the county. Approximately 27 percent of Banning households earned less than $25,000 (2014-2018 ACS data). In contrast, about 12.4 percent of Banning households earned $100,000 or more.

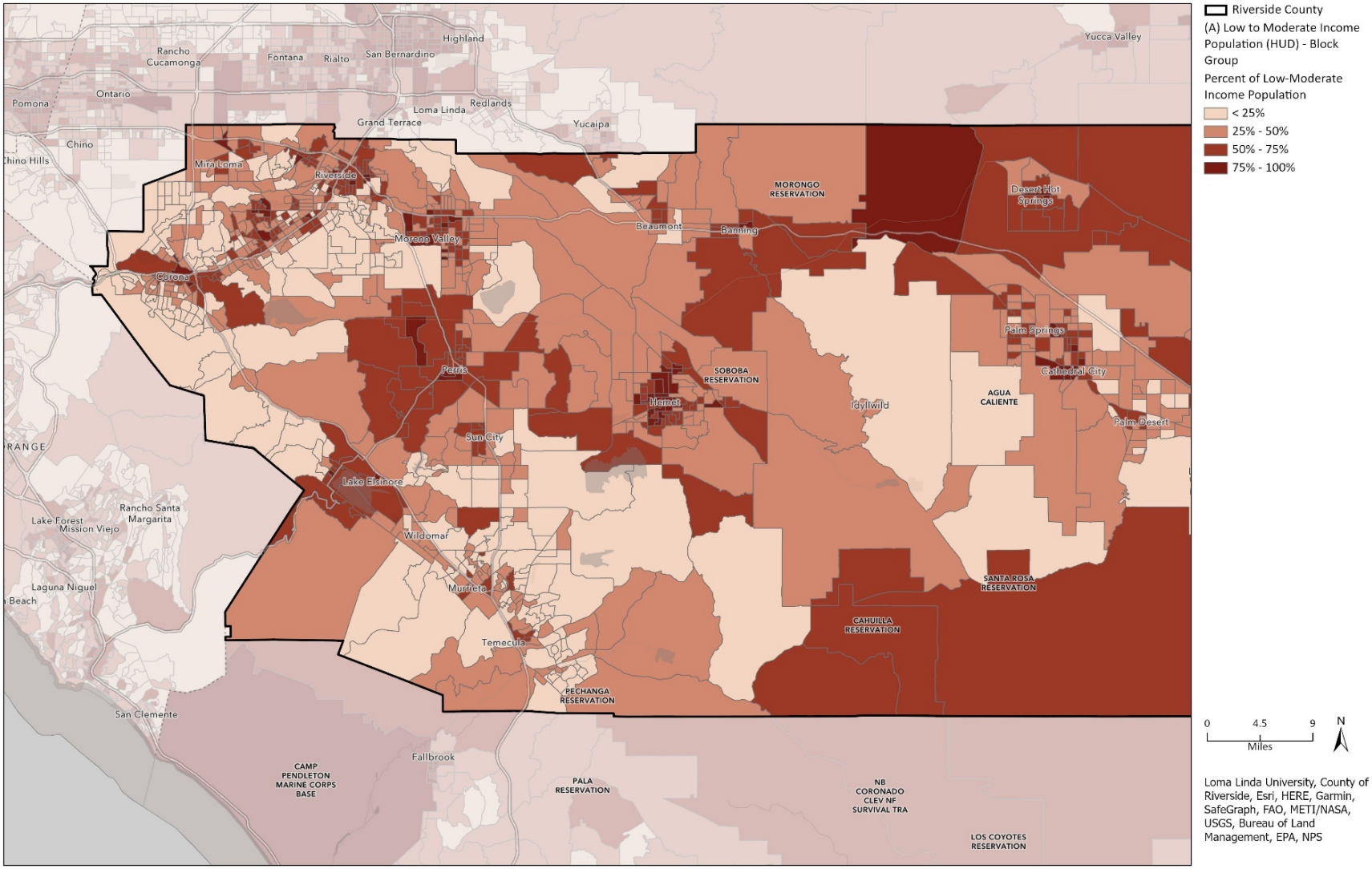
Table 5 Comparative Median Household Income in Dollars

Jurisdiction	2018	Comparison to County Average
Banning	41,038	-22,910
Beaumont	78,111	+14,163
Moreno Valley	63,572	-376
Hemet	39,179	-24,769
City of Riverside	65,313	+1,365
County of Riverside	63,948	-

Source: Bureau of the Census, American Community Survey American Community Survey, 2014-2018.

Figure 12 shows the LMI areas in the county by census block group. LMI areas are in the urban centers such as the cities of Riverside and Perris and in the eastern rural areas of the county near Desert Hot Springs and the Cahuilla and Santa Rosa Reservations.

Figure 12 LMI Areas (County of Riverside)



Source: AFFH Data Viewer, 2021

City of Banning Trends

The 2014-2018 ACS identified 32 percent of all Banning residents as living in households with incomes below the poverty level, including 364 percent of people under 18 years of age and 12.3 percent of people 65 years of age and over. As shown below in Table 6, 45.0 percent of Banning households earned moderate or above moderate-incomes, while 55.0 percent of households were classified as lower-income.

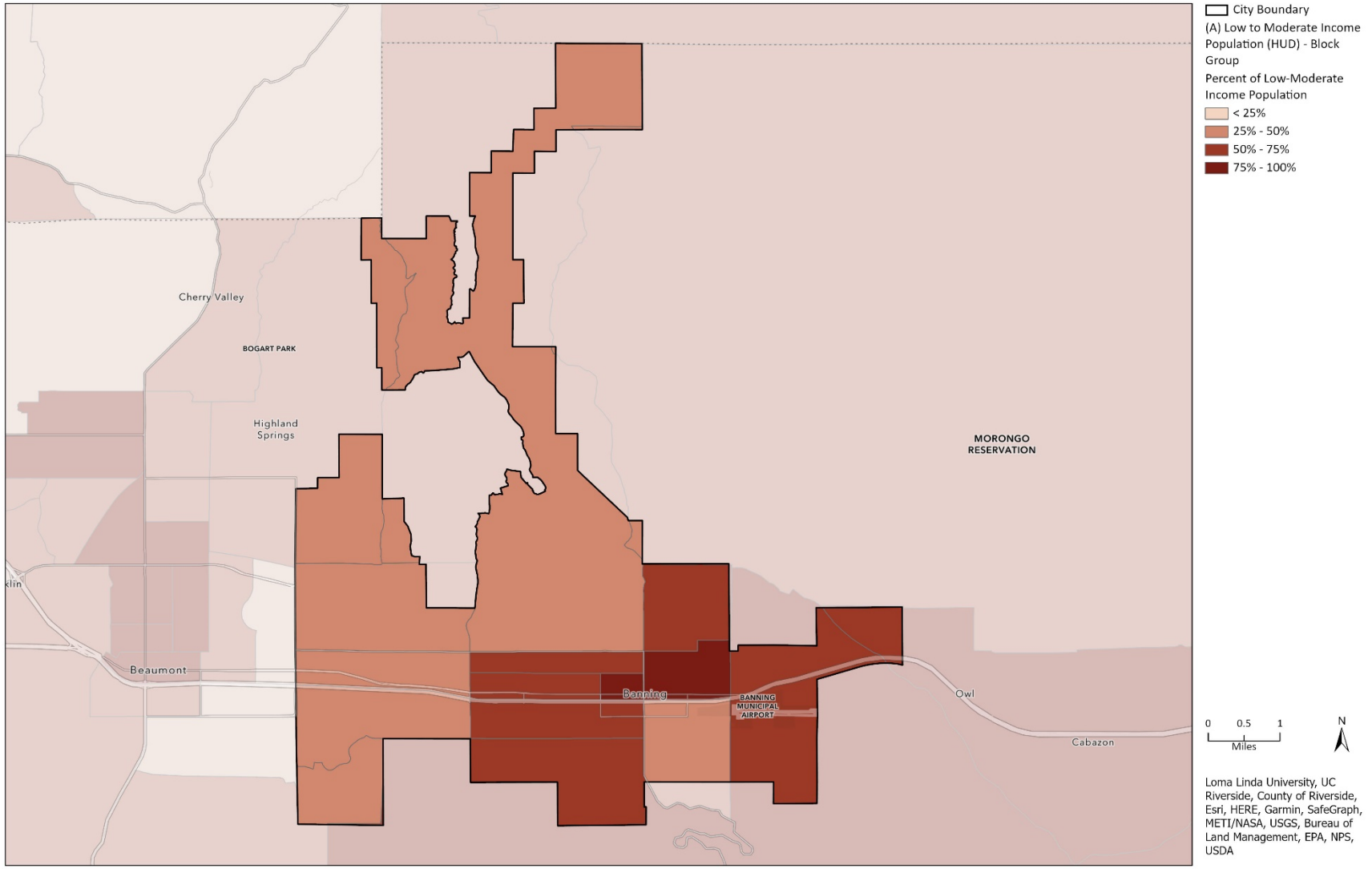
Table 6 City of Banning Households by Income Category

Income Category (Percent of County AMI)	Households	Percent
Extremely Low (30% or less)	1,765	16.2
Very-Low Income (<50% of AMI)	1,815	16.7
Low Income (50-80% of AMI)	2,375	21.9
Moderate Income (80% - 100%)	1,045	9.6
Moderate and Above Income (over 100%)	3,855	35.5
Total	10,860	100.0

Source: HUD; Comprehensive Housing Affordability Strategy (CHAS), 2013-2017.

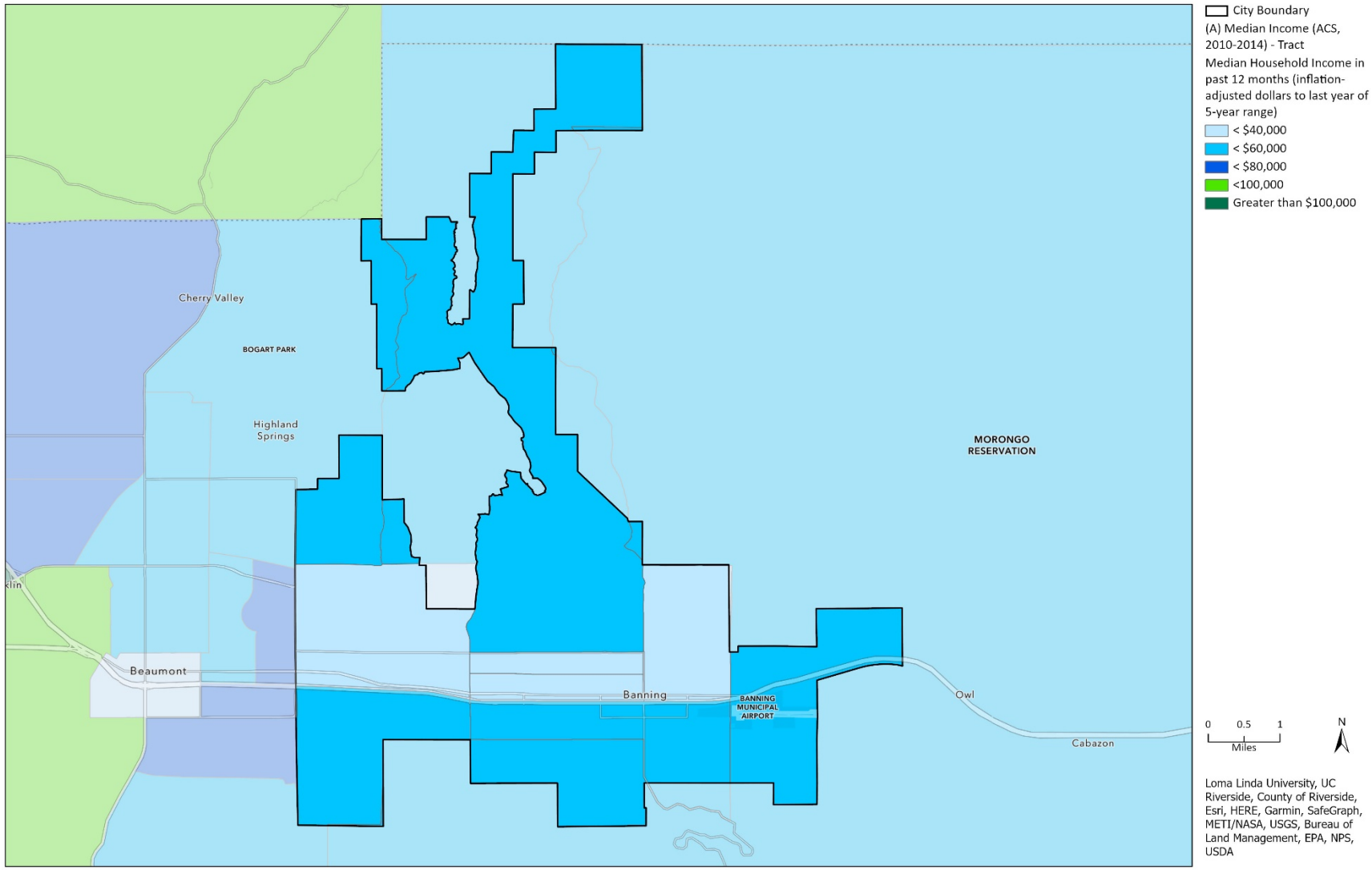
Figure 13 shows the LMI areas in Banning by census block group. LMI areas are concentrated east-west in the central part of the city, including the downtown area and north and south of I-10, surrounding the Banning Municipal Airport, and east of Magnolia Avenue. Figure 14 shows the median income by block group in the city. Correspondingly, areas of lower household income are most prominent along the intersection of South Hargrave Street and East Williams Street. According to 2017 CHAS estimates, percent of residents are categorized as low-moderate income in this area.

Figure 13 LMI Areas (City of Banning)



Source: AFFH Data Viewer, 2021

Figure 14 Median Household Income (City of Banning)



Source: AFFH Data Viewer, 2021

RACIALLY AND ETHNICALLY CONCENTRATED AREAS OF POVERTY

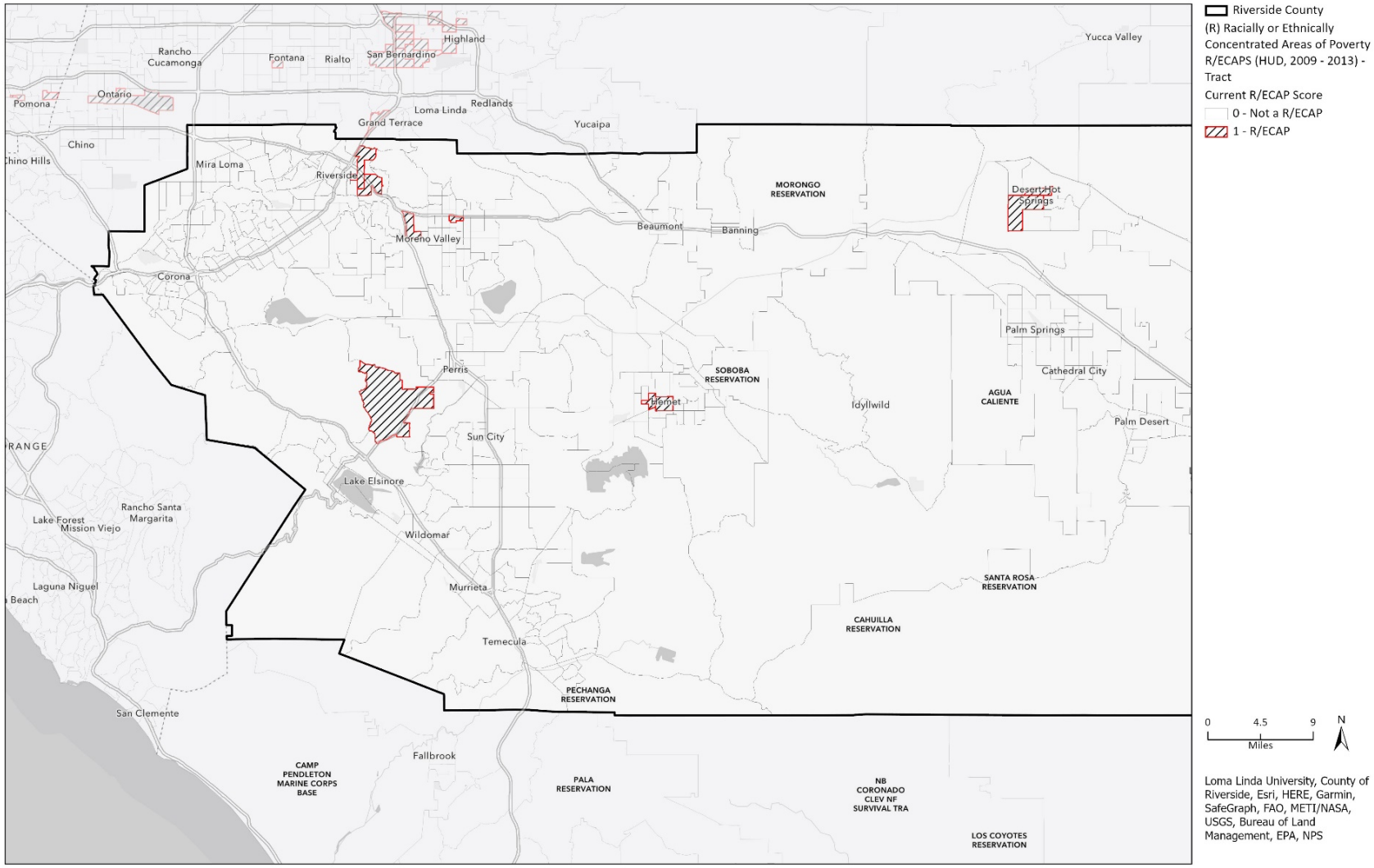
To assist communities in identifying racially and ethnically concentrated areas of poverty (also known as R/ECAPs), HUD developed a definition that relies on a racial and ethnic concentration threshold, as well as a poverty test. For an area to be identified as having a racial and ethnic concentration, the threshold is that a R/ECAP have a non-White population of 50.0 percent or more, within metropolitan or micropolitan areas. In locations outside these areas, where the non-White populations are likely to be much smaller than 50.0 percent, the threshold is set at 20.0 percent. The poverty test defines areas of "extreme poverty" as those where 40.0 percent or more of the population lives at or below the federal poverty line, or those where the poverty rate is three times the average poverty rate in the metropolitan area, whichever is less. An area that meets either the racial or ethnic concentration and meets the poverty test would be considered a RE/CAP.

Despite the repeal of explicitly racist and discriminatory housing laws, there remains a lasting legacy of segregation and resources disparities. Housing choice is often limited for persons of protected classes, including communities of color, to segregated concentrated areas of poverty. Programs 19 through 28 in the Housing Element focus on the City's efforts to affirmatively reduce barriers to housing, including but not limited to, racial inequities, high housing costs, and public awareness of existing resources. Poverty and segregation work to exasperate existing impediments in Banning, such as concentrations of LMI populations, language barriers, lending discrimination, and overcrowded conditions.

City of Banning Trends

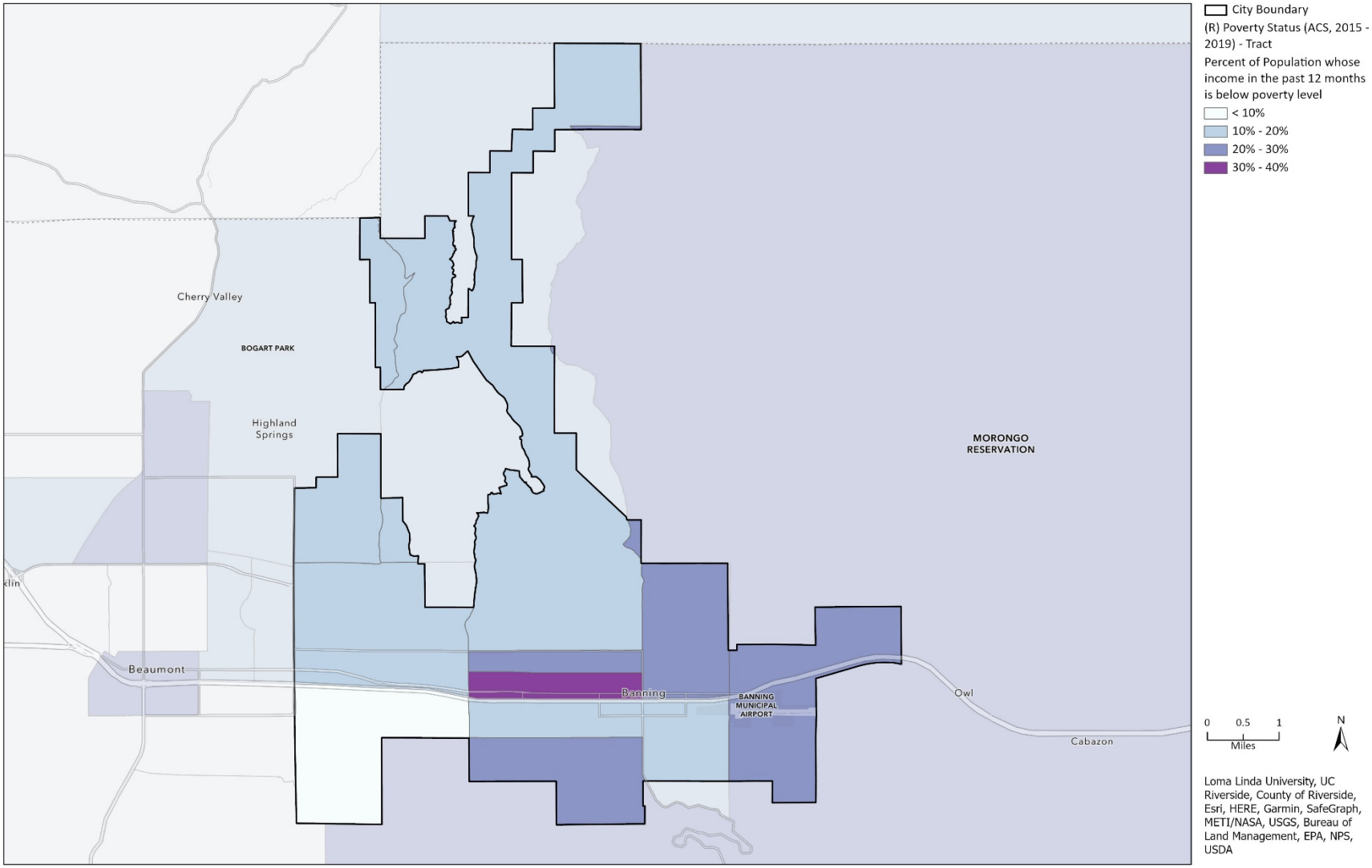
As shown by Figure 15, Banning does not have any R/ECAP areas as defined by HUD. However, there are concentrated areas in the city with higher degrees of poverty and racial/ethnic segregation. Figure 16 shows concentrated areas of poverty in the city by census tract, with higher poverty occurring in Census Tract 441.01 along I-10. Approximately 30 to 40 percent of the population in this census tract experience poverty. Additionally, 20 to 30 percent of the population in census tracts in the southern and eastern portion of the city experience poverty. Poverty is generally lower in the rest of the city, specifically in southwest portion. Areas of racial/ethnic segregation exist mainly in the southeastern area of the city (Census Tracts 442 and 443) east of San Gorgonio Avenue, as shown in Figure 17. These census tracts experience a poverty rate of 20 to 30 percent and generally overlap with areas of high racial/ethnic segregation.

Figure 15 R/ECAPs (County of Riverside)



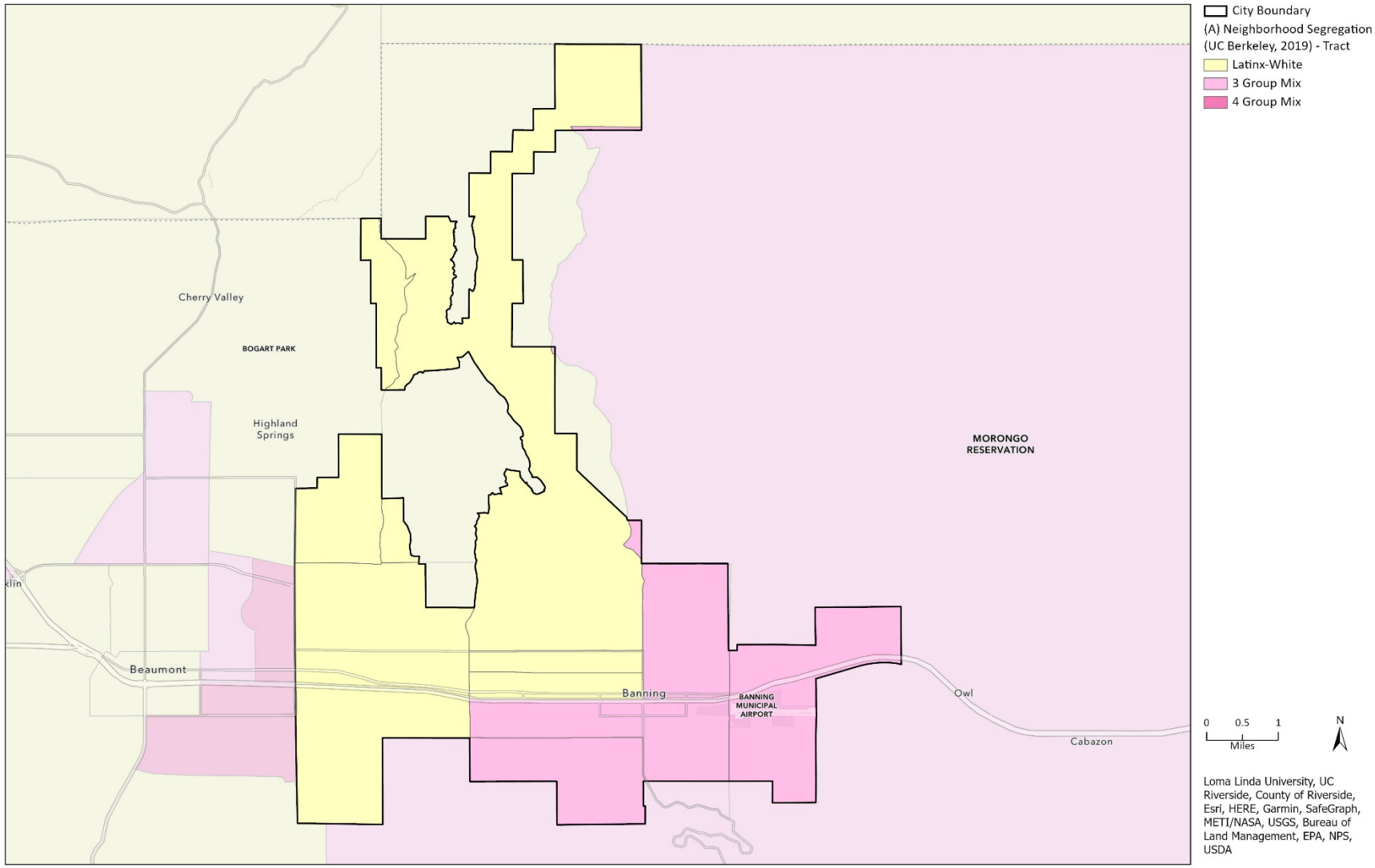
Source: AFFH Data Viewer, 2021

Figure 16 Areas of Poverty (City of Banning)



Source: AFFH Data Viewer, 2021

Figure 17 Areas of Segregation (City of Banning)



Source: AFFH Data Viewer, 2021

CONCENTRATED AREAS OF AFFLUENCE

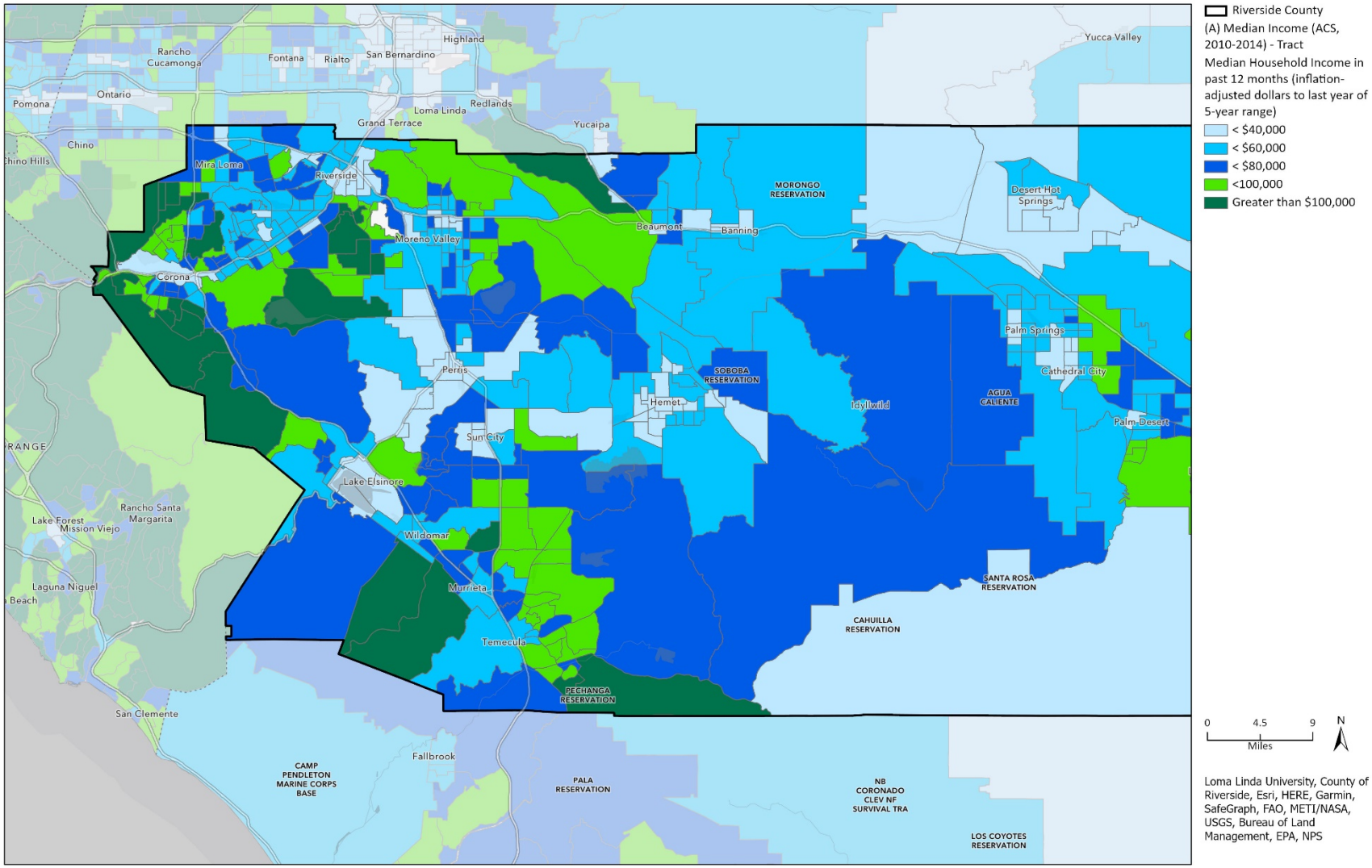
While R/ECAPs have long been the focus of fair housing policies, racially concentrated areas of affluence (RCAAs) must also be analyzed to ensure housing is integrated. According to a policy paper published by HUD, RCAA is defined as affluent, white communities.[2] According to HUD's policy paper, "White people are the most racially segregated group in the United States and in the same way neighborhood disadvantage is associated with concentrated poverty and high concentrations of non-White people, conversely, distinct advantages are associated with residence in affluent, white communities." Although RCAAs have not been studied extensively, and a standard definition has not been published by HCD or HUD, this fair housing assessment uses the percent white population and median household income as proxies to identify potential areas of affluence.

County of Riverside Trends

As stated above in the discussion on Income, the median household income in the county was $63,948, compared to $42,274 in Banning. As shown on Figure 18, median incomes are generally highest in the western portion of the county, where community populations are larger and denser. Though there isn't an exact correlation, higher-income areas generally align with areas of the county with low proportions of non-White residents (Figure 19). These areas of high median income and higher proportions of White populations constitute as areas of high affluence. This pattern occurs in areas east of Corona, east of Palm Springs, and south of Palm Desert.

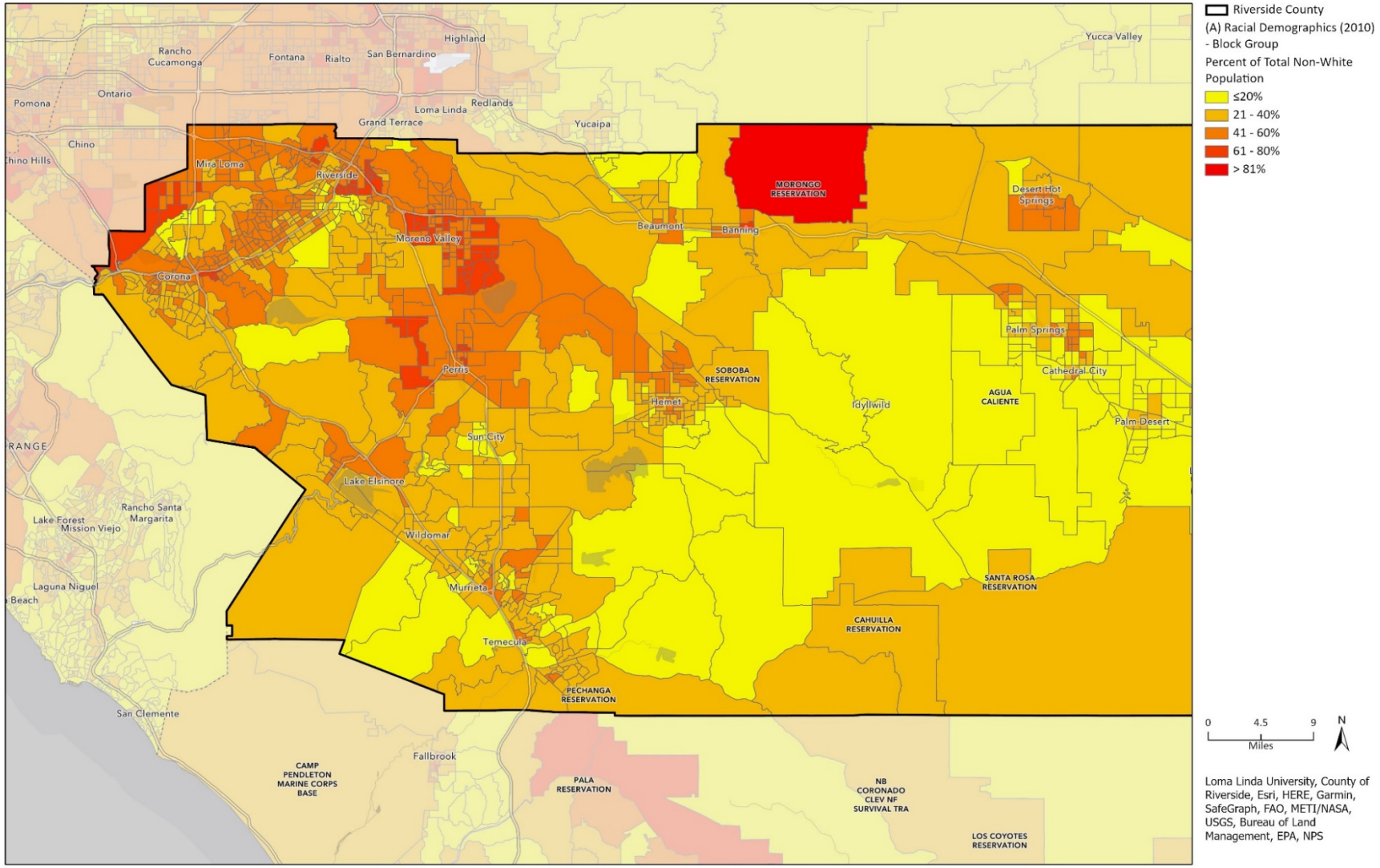
[2] Goetz, Edward G., Damiano, A., & Williams, R. A. (2019) Racially Concentrated Areas of Affluence: A Preliminary Investigation.' Published by the Office of Policy Development and Research (PD&R) of the U.S. Department of Housing and Urban Development in Cityscape: A Journal of Policy Development and Research (21,1, 99-123).

Figure 18 Median Household Income (County of Riverside)



Source: AFFH Viewer 2021

Figure 19 Racial Demographics (County of Riverside)



Source: AFFH Viewer 2021

City of Banning Trends

As shown on Figure 2, Banning has a predominance of White population in the western portion of the city. As shown on Figure 14, except for portions of the center of the city north of I-10 (Census Tracts 441.01, 441.03 and 442), median household income is between $40,000 and $60,000. Concentration of high median income and higher proportion of White residents occur in the southwest portion of the city south of I-10.

Disparities in Access to Opportunity

Access to opportunity is a concept to approximate place-based characteristics linked to critical life outcomes. Access to opportunity often means both improving the quality of life for residents of low-income communities, as well as supporting mobility and access to "high resource" neighborhoods. This encompasses education, employment, economic development, safe and decent housing, low rates of violent crime, transportation, and other opportunities, including recreation, food and healthy environment (air, water, safe neighborhood, safety from environmental hazards, social services, and cultural institutions).

Transit

Access to public transit is of paramount importance to households affected by low incomes and rising housing prices. Public transit should strive to link lower income persons, who are often transit dependent, to major employers where job opportunities exist. Access to employment via public transportation can reduce welfare usage and increase housing mobility, which enables residents to locate housing outside of traditionally low-income neighborhoods. The lack of a relationship between public transit, employment opportunities, and affordable housing may impede fair housing choice. Persons who depend on public transit may have limited choices regarding places to live.

County of Riverside Trends

Riverside County residents in urban and suburban areas generally access to transportation infrastructure, which includes the Riverside Transit Authority (RTA) bus system, the Sun Line Transit Agency in the Palm Springs area, Palo Verde Transit Agency in the Blythe area, and the Riverside Metrolink Station. Public transit providers serve large portions of the western side of the county.

Transit use is higher in parts of the region where the greatest investment in transit service has been made. Almost all major employment centers in Riverside are served by some form of public transit. However, having regional access to jobs by means of public transit does not necessarily translate into stable employment. Low-income workers, especially female heads of household with children, have unique travel patterns that may prevent them from obtaining work far from home, regardless of access to public transit. Women in general are disproportionately responsible for household-supporting activities such as trips to grocery stores or accompanying young children to and from schools.

AllTransit is an online database that provides details on transit opportunity throughout the United States. The website explores metrics that reveal the social and economic impact of transit, specifically looking at connectivity, access to jobs, and frequency of service. The participating jurisdictions in the

County received an average AllTransit performance score of 3.3.[3] AllTransit performance score explores metrics that reveal the social and economic impact of transit, specifically looking at connectivity, access to jobs, and frequency of service. A score of 3.3 indicates that there is a low combination of trips per week and number of jobs accessible enabling few people to take transit to work.

City of Banning Trends

Banning is serviced by the Banning Connect transit system. According to AllTransit, approximately two percent of employed residents in Banning take public transportation to work. The city has an AllTransit Performance Score of 2.6, lower than the county as a whole. This score is considered low, with a low combination of trips per week and number of jobs accessible by public transit. Five transit routes are available on average within 0.5-mile of a block group. Approximately two percent of employed residents that live within 0.5 mile from work walk to their job, while less than one percent bike to their job.

Education

County of Riverside Trends

The TCAC Opportunity Areas map for education provides an overview of education outcomes across the county. As shown in Figure 20, areas with more positive educational outcomes are located in the western portion of the county and near Beaumont and Palm Desert. The TCAC Opportunity methodology included test scores, high school graduation rates, and school poverty rates.

Kidsdata.org, a program of the Lucile Packard Foundation for Children's Health, estimated that approximately 28 percent of children aged 0-17 in Riverside County were living in low-income working families between 2013 to 2017. Additionally, 21.3 percent of families with children aged 0-17 in the county were below the poverty level between 2013-2017 and approximately five percent of public school students experienced homelessness. High housing cost burden is also an issue for families in Riverside County. As noted in the kidsdata.org study of families between 2014-2018, approximately 43 percent of households with school age children experienced high housing cost burden.[4]

City of Banning Trends

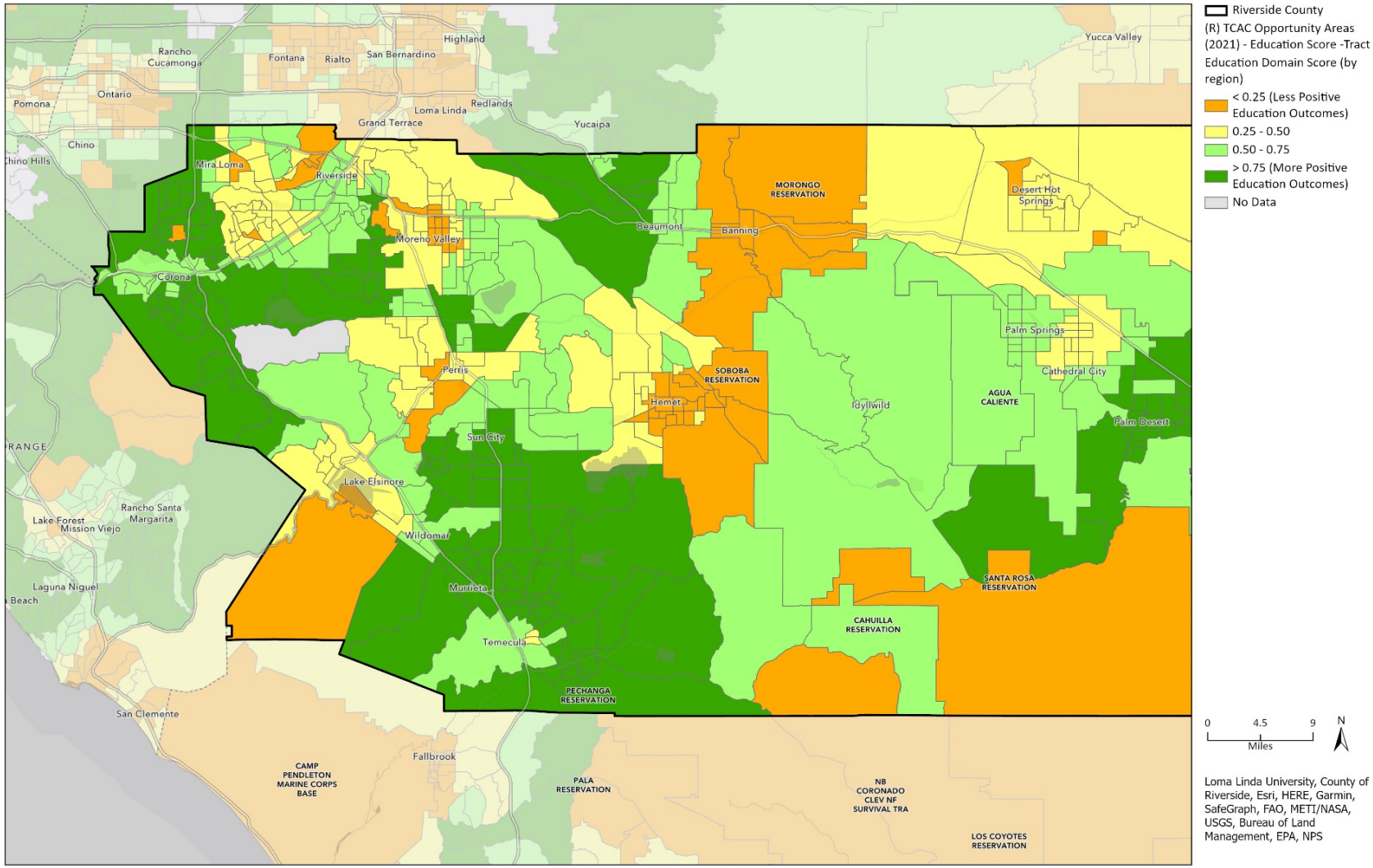
Students in Banning are served by the Banning Unified School District (BUSD). Kidsdata.org estimated that 43 percent of children aged 0-17 in BUSD were living in households with high housing cost burden between 2014 and 2018. Additionally, five percent of families with children aged 0-17 in the BUSD experienced homelessness in 2018.[5] Figure 21 shows Banning TCAC scores related to access to education on a census tract level. In general, scores are moderate in the more affluent western portion of the city and lower in the less affluent central and eastern portion of the city.

[3] AllTransit Metrics. Banning, CA. https://alltransit.cnt.org/metrics/: https://alltransit.cnt.org/metrics/?addr=banning

[4] KidsData Summary: Riverside County Familial Economics: https://www.kidsdata.org/region/367/riverside-county/summary#37/family-economics

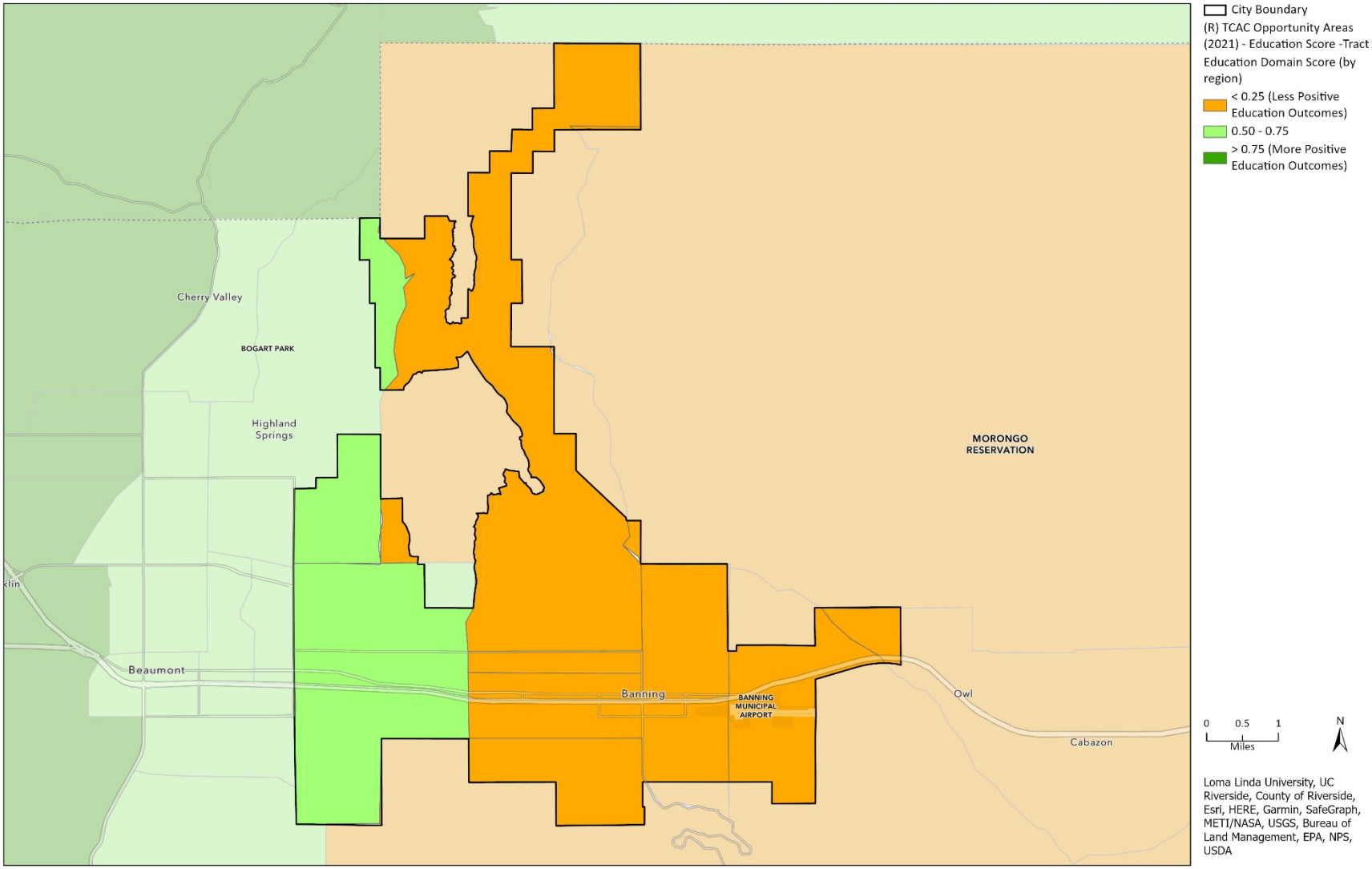
[5] KidsData Summary: Banning Unified Family Economics: https://www.kidsdata.org/region/1084/banning-unified/summary#6/demographics

Figure 20 TCAC Opportunity Areas of Education (County of Riverside)



Source: TCAC/HUD, 2021

Figure 21 TCAC Opportunity Areas of Education (City of Banning)



Source: TCAC/HUD, 2021

Employment

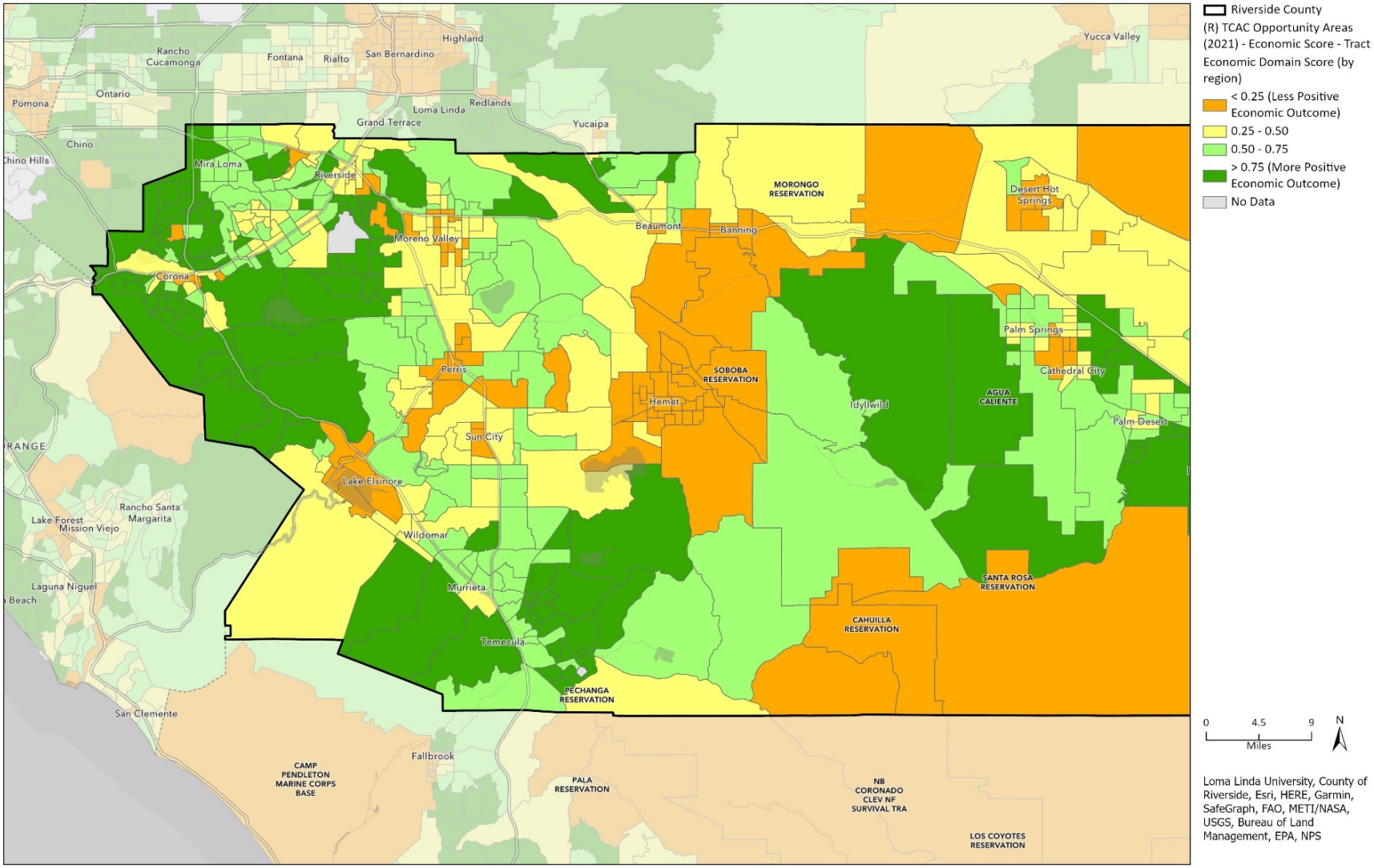
County of Riverside Trends

According to the California Employment Development Department, the unemployment rate of Riverside County was 7.2 percent in May 2021 (not seasonally adjusted). Riverside's top 10 employers are primarily in the medical, education, and municipal sectors. While one major retail company, Amazon, remains among the top ten county employers, it is surpassed by the U.S. Military; the University of California, Riverside; and regional government in terms of numbers of employees. A high proportion of managerial/professional and sales/office occupations are held by Riverside County residents. According to HUD:

> The labor market engagement index provides a summary description of the relative intensity of labor market engagement and human capital in a neighborhood. This is based upon the level of employment, labor force participation, and educational attainment in a census tract" (AFFH-T Data Documentation 2017). Educational attainment is a measure of those within a census tract who have achieved a bachelor's degree or higher. Values are ranked by national percentile and range from 0 to 100. The higher the score, the higher the labor force participation and human capital in a neighborhood. The group with the highest Labor Market Index scores in both the jurisdiction and the region is Asians or Pacific Islander residents, at 41.0 percent. This group is followed by white residents, at 35.7; Black residents, at 29.7; then Native American residents, at 27.1, and Hispanic residents, at 25.0. HUD attempts to correct for income disparities by statistically separating out the population below the federal poverty level. For Riverside County residents with incomes below the poverty line, the numbers decrease by an average of 7.3 points, with the largest decrease, 10.3 percent, occurring among Asian and Pacific Islander residents with incomes below the level of poverty.

Figure 22 shows the TCAC Opportunity Areas map for economic outcomes across the county. Areas of more positive economic outcomes are located in the western portion of the county and near Temecula, Idyllwild, and in some of the desert communities in the eastern portion of the county.

Figure 22 TCAC Opportunity Areas of Economic Outcomes (County of Riverside)



Source: TCAC/HUD, 2021

City of Banning Trends

The city had 9,761 employed residents, representing a labor force participation rate of 38.7 percent of persons 16 years and over. Table 7 shows the number of persons employed in each occupation sector and the corresponding percentage of the labor force. The unemployment rate was 4.0 percent compared to the county's unemployment rate of 4.5 percent. The largest occupation sector for Banning residents was educational, health care and social assistance, followed by retail trade and arts, entertainment, and recreation, accommodation, and food services.

Table 7 Jobs Held by Banning residents

Occupation Sector	Number of Jobs	Percent of Total
Agriculture, forestry, fishing and hunting, and mining	102	1.0
Construction	722	7.4
Manufacturing	828	8.5
Wholesale trade	282	2.9
Retail trade	1,678	17.2
Transportation and warehousing, and utilities	647	6.6
Information	62	0.6
Finance, insurance, real estate, and rental and leasing	328	3.4
Professional, scientific, management, admin., and waste management	722	7.4
Educational, Health care and social assistance	2,108	21.6
Arts, entertainment, and recreation, accommodation, and food services	1,437	14.7
Other services, except public administration	507	5.2
Public Administration	338	3.5
Total Employed Population	**9,761**	**100**

Source: American Community Survey 2015-2019
Totals may not add up due to rounding.

A number of major employers are located in or near Banning. As shown in Table 8, major employers in and near the city include the County of Riverside, March Air Reserve Base, and University of California Riverside.

Table 8 Major Employers in or near Banning

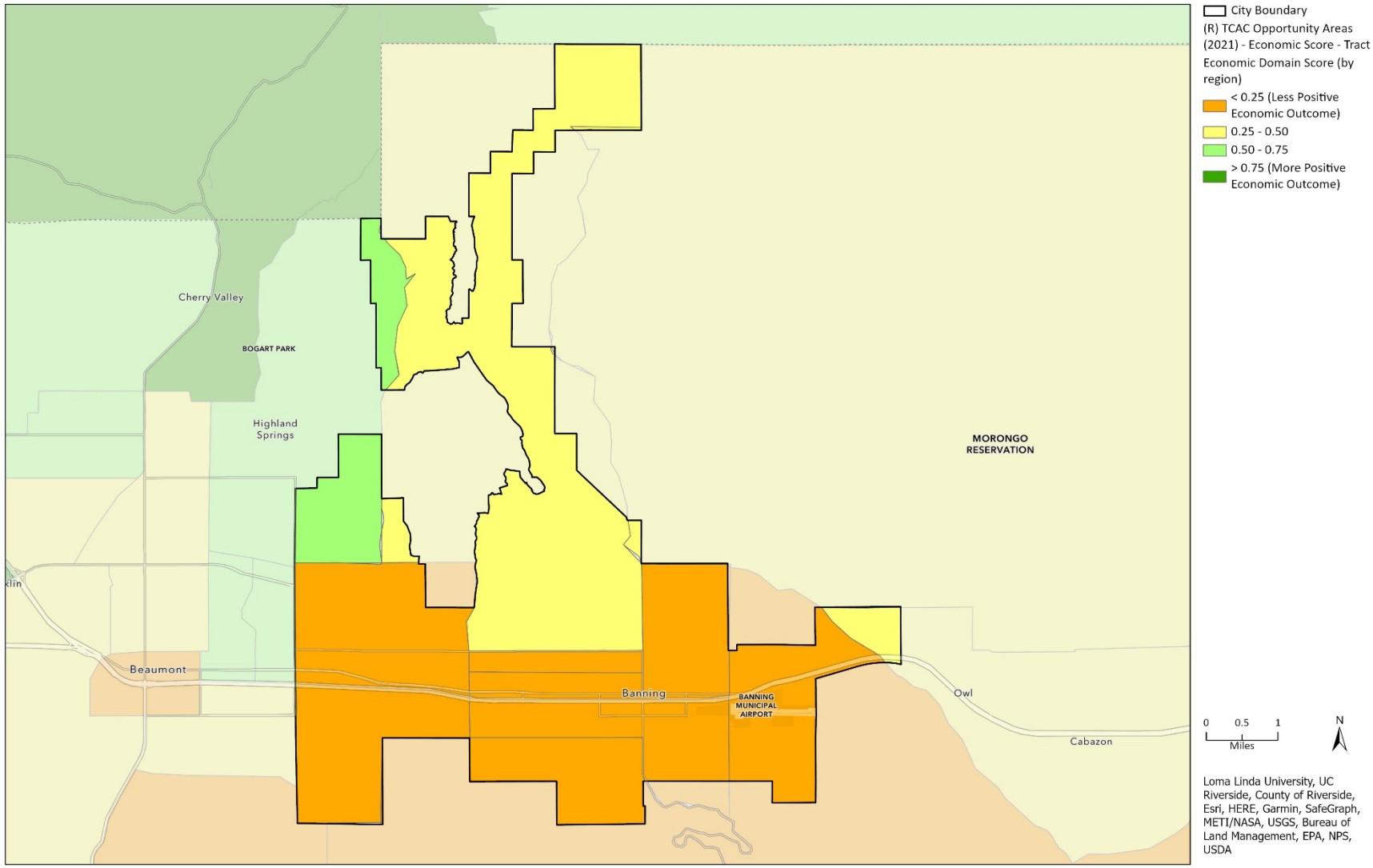
Name of Employer	Number of Employees	Percent of Total County Employment	Type of Business
County of Riverside	21,215	2.1	County Gov.
March Air Reserve Base	9,000	0.9	Military
Univ. of California, Riverside	8,735	0.8	Education
Kaiser Permanente Riverside Medical Center	5,592	0.5	Medical
Corona-Norco Unified School District	4,989	0.5	School District
Pechanga Resort & Casino	4,863	0.5	Leisure/Hospitality
Riverside Unified School District	4,236	0.4	School District

Name of Employer	Number of Employees	Percent of Total County Employment	Type of Business
Hemet Unified School District	4,302	0.4	School District
Eisenhower Medical Center	3,743	0.4	Medical
Moreno Valley Unified School District	3,684	0.4	School District

Source: Analysis of Impediments, 2019-2024

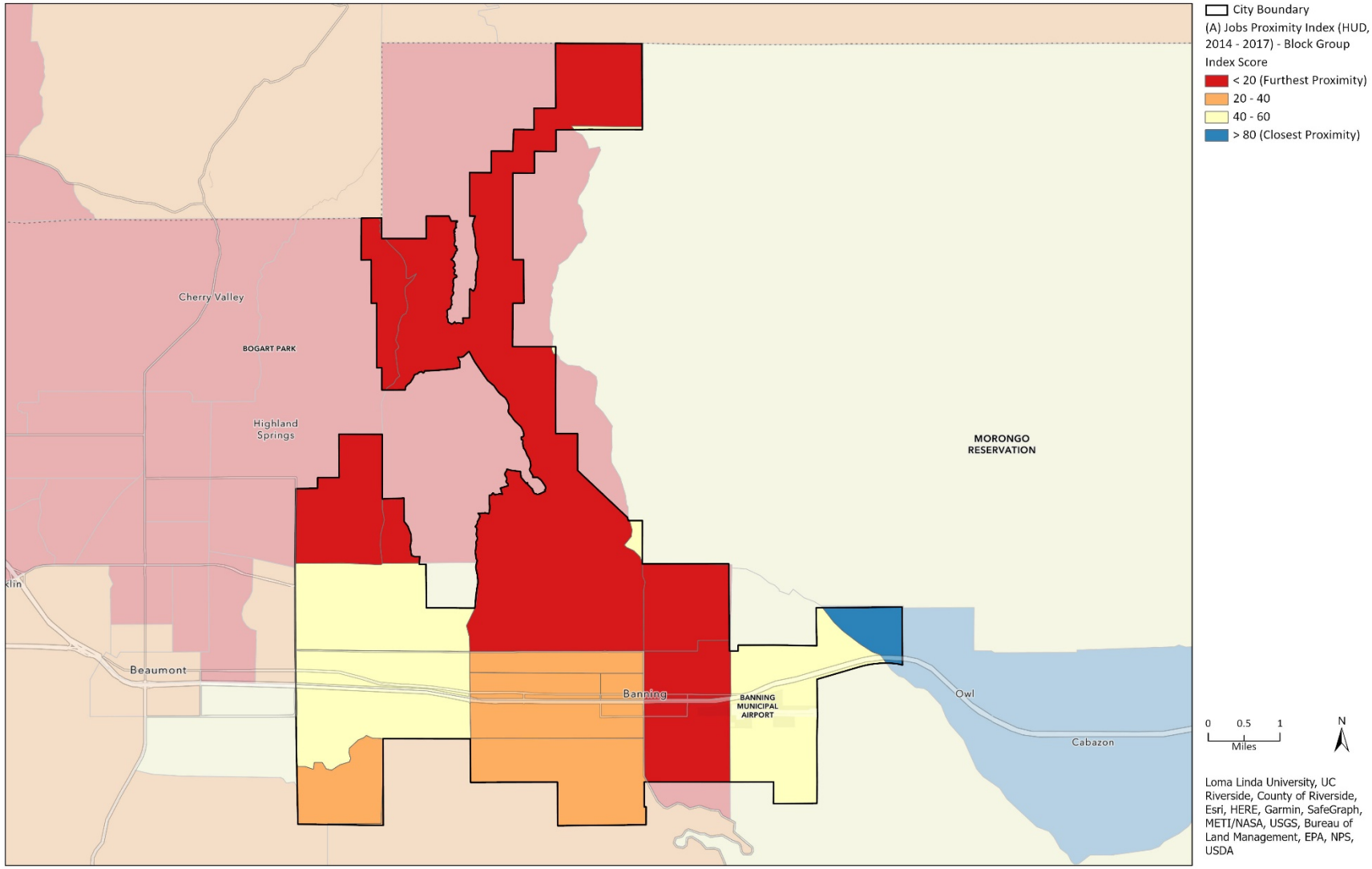
Figure 23 shows the TCAC Opportunity Areas map for economic outcomes in the city. As shown on the figure, Banning generally has relatively low economic TCAC scores, with the majority of the city having a score of less than 0.25. Economic scores are lowest in the southern half of the city, with higher scores in the northwest portion adjacent to Highland Springs. As shown on Figure 24, the northern portion of the city has the furthest proximity to jobs, while areas in the south have closer proximity. Job proximity is highest in the easternmost part of the city. Banning's status as a low density and predominantly suburban community contributes to these low scores.

Figure 23 TCAC Opportunity Areas of Economic Outcomes (City of Banning)



Source: TCAC/HUD, 2021

Figure 24 Job Proximity Index (City of Banning)



Source: AFFH Viewer 2021

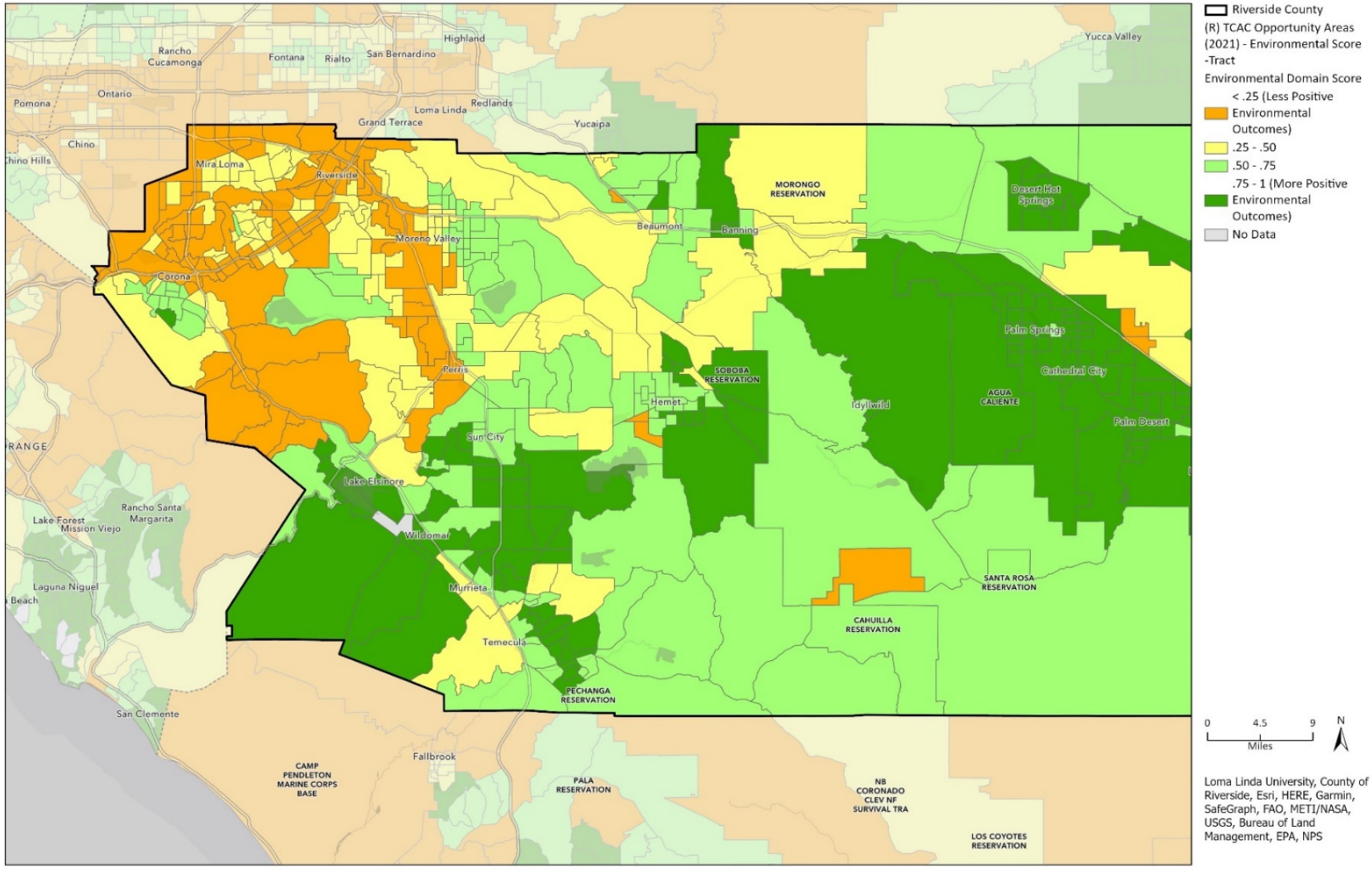
Healthy Environment

Access to a healthy environment is necessary for communities to thrive. Healthy Environment in AFFH addresses patterns in the disparities found within the different neighborhoods and protected area groups. As previously mentioned, these disparities can vary from air quality, water quality, safe neighborhood, environmental hazards, social services, and cultural institutions. Without attention to these issues, jurisdictions will find themselves not in compliance with California legislation, including AB 1550, SB 535 and SB 1000, which emphasize the importance of environmental justice for housing efforts. The California Office of Environmental Health Hazard Assessment (OEHHA) developed a screening methodology to help identify California communities disproportionately burdened by multiple sources of pollution called the California Communities Environmental Health Screening Tool (CalEnviroScreen). High scoring census tracts tend to be more burdened by pollution from multiple sources and are most vulnerable to its effects, considering socioeconomic characteristics and underlying health status.

County of Riverside Trends

The County's overall CalEnviroScreen map identifies pollution and hazardous areas within the County of Riverside. This is an important tool which allows for the analyzation of people's vulnerability to pollution and whether communities are considered an SB 535 disadvantaged community. CalEnviroScreen reports scores as percentiles to compare tracts across the entire county. Figure 25 CalEnviroScreen Percentile Scores (shows the more urbanized, western portion of the County has less positive environmental outcomes.

Figure 25 CalEnviroScreen Percentile Scores (County of Riverside)



Source: AFFH Viewer 2021

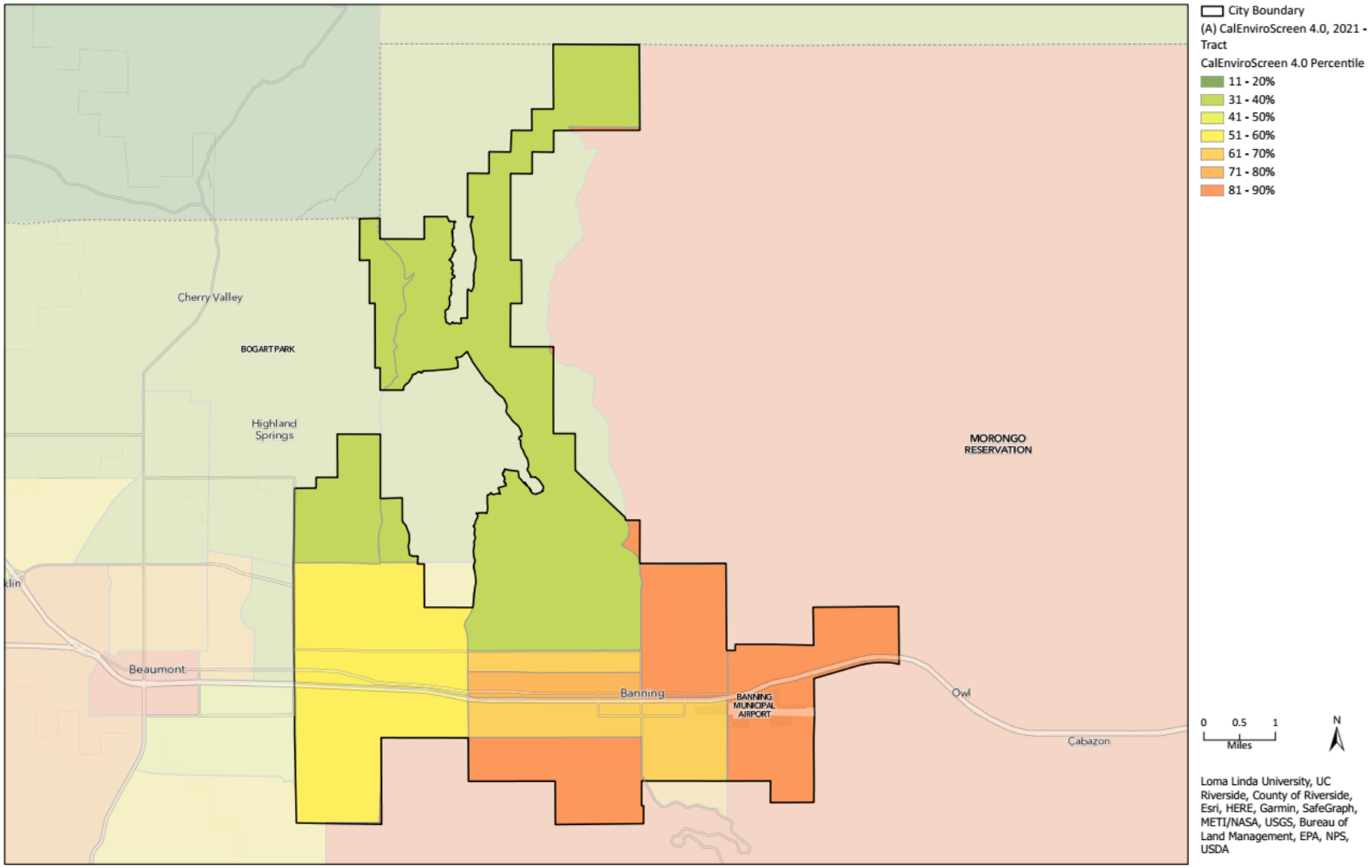
City of Banning Trends

As shown in

Figure 26, the City has a large disparity in environmental outcomes. The southern and southeastern portions of the City had less positive environmental outcomes than the southwest and northern portions, which are further from the interstate and the airport, and close to undeveloped land. Unsurprisingly, areas close to the interstate in Banning have a high pollution burden for diesel particulate matter, ozone, and traffic.[6] These areas also tend to have higher concentrations of poverty and racial/ethnic minorities.

[6] https://oehha.ca.gov/calenviroscreen/report/draft-calenviroscreen-40

Figure 26 CalEnviroScreen Percentile Scores: City of Banning



Source: AFFH Viewer 2021

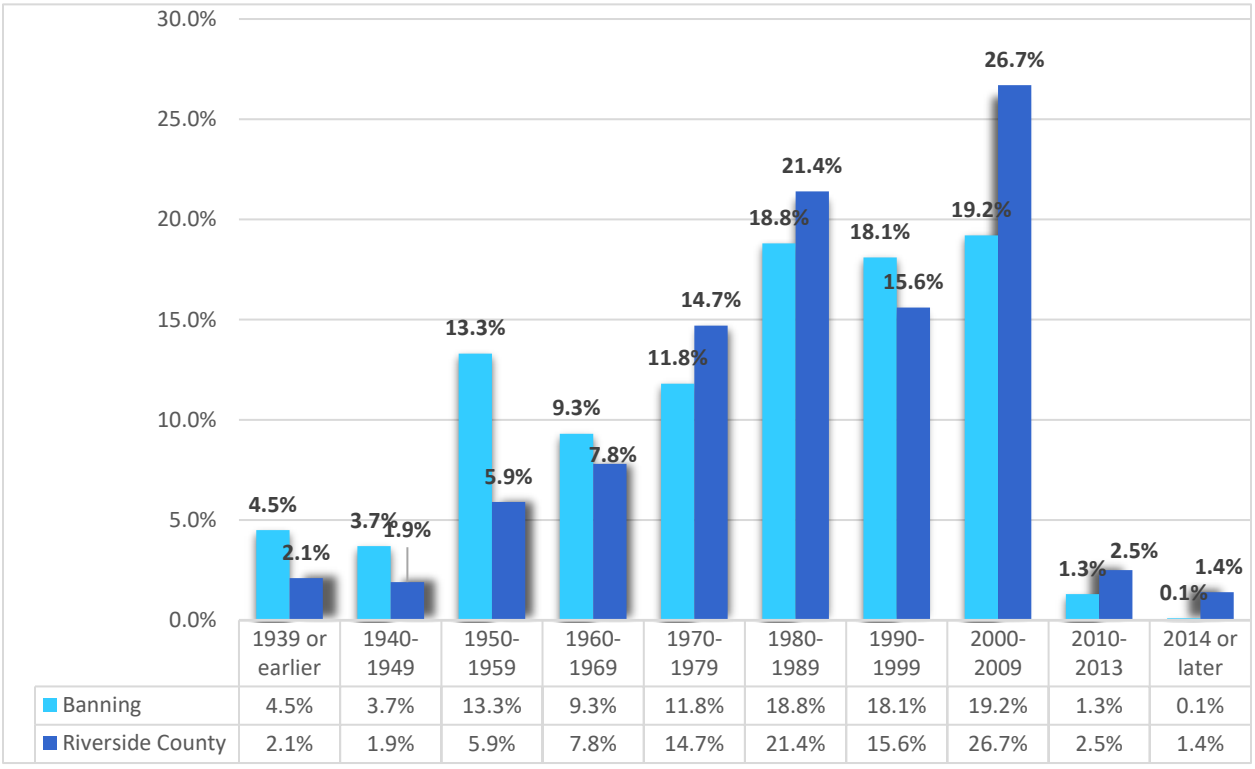
Substandard Housing

Housing age can be an important indicator of housing condition in a community. Like any other tangible asset, housing is subject to gradual physical or technological deterioration over time. If not properly and regularly maintained, housing can deteriorate and discourage reinvestment, depress neighboring property values, and eventually impact the quality of life in a neighborhood. Many federal and state programs also use the age of housing as a factor in determining housing rehabilitation needs. Typically, housing over 30 years of age is more likely to have rehabilitation needs that may include new plumbing, roof repairs, foundation work, and other repairs.

County of Riverside Trends

As shown below in Figure 27, as of 2018, 53.8 percent of Riverside County's housing stock was built prior to 1990, which is 31 years ago. These units are potentially in need of repair and modernization improvements. Housing development in Riverside County generally follows an exponential growth trend up until 2009. 2000-2009 recorded the highest percentage of housing development in Riverside at 26.7 percent. There was a sharp decrease after 2009 where development was only 3.9 percent of the total housing stock from 2010-2018.

Figure 27 Age of Housing Stock (City of Banning)



	1939 or earlier	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2013	2014 or later
Banning	4.5%	3.7%	13.3%	9.3%	11.8%	18.8%	18.1%	19.2%	1.3%	0.1%
Riverside County	2.1%	1.9%	5.9%	7.8%	14.7%	21.4%	15.6%	26.7%	2.5%	1.4%

Source: American Community Survey, 2015-2019.

The County of Riverside has 7,782 substandard housing units which comprise approximately one percent of the total occupied units in the county. A housing unit is considered substandard if it lacks complete plumbing or complete kitchen facilities. Of the 7,782 substandard units, approximately 30 percent lack complete plumbing facilities and 70 percent lack complete kitchen facilities.

Table 9 Substandard Housing Units in Riverside County

Condition	Number of Occupied Units	Percentage of Total Occupied Units
Lacking complete plumbing facilities	2,347	0.3
Lacking complete kitchen facilities	5,435	0.7%
Total occupied substandard units	7,782	1.0%
Total occupied units	724,893	100%

Source: Bureau of the Census, American Community Survey, 2015-2019.

City of Banning Trends

As shown above in Figure 27, as of 2018, approximately 61.4 percent of all housing units in Banning were built prior to 1990, potentially requiring minor repairs and modernization improvements. Housing stock had been generally increasing at a steady rate with the exception of a 13.3 percent surge during 1950-1959 from 3.7 at 1940-1949 for the City of Banning. Approximately 56.1 percent of the city's housing stock was constructed between 1980 and 2009, an earlier housing boom than other areas in the county.

Housing that is not maintained can discourage reinvestment, depress neighboring property values, and can negatively impact the quality of life in a neighborhood. Improving housing is an important goal of the city. HUD considers housing units to be "standard units" if they are in compliance with local building codes. According to Banning Code Enforcement, 43 properties are currently being investigated for substandard housing. The City received approximately 1,000 calls last year for housing code violations, equally distributed across the city. Any housing unit that includes conditions listed in Table 10 below, is considered substandard. Common housing code violations in Banning include problems with electrical wiring, plumbing, windows, roofs and exterior, and heating and air conditioning systems. Most of Banning's substandard units are suitable for rehabilitation. Approximately 2 percent of all occupied units in the city are considered substandard units. There are about 217 occupied substandard units in the city with approximately 25 percent of these 217 units lack complete plumbing and approximately 74 percent lack complete kitchens. According to 2017 CHAS data, extremely low-income households are disproportionately affected by housing problems. Approximately 30 percent of households experiencing at least one housing problem are categorizes as extremely low income, while only 1.7 percent of households not experiencing housing problems are extremely low income.

Table 10 Substandard Housing Units in Banning

Condition	Number of Occupied Units	Percentage of Total Occupied Units
Lacking complete plumbing facilities	56	0.5
Lacking complete kitchen facilities	161	1.5
Total occupied substandard units	217	2.0
Total occupied units	10,991	100.0

Source: Bureau of the Census, American Community Survey, 2015-2019.

Homelessness

County of Riverside Trends

Riverside County's January 2020 point-in-time count shown below in Table 11 approximately 2,155 number of unsheltered persons. There is an increase in residents experiencing homelessness over the previous year and revealed that one in five unsheltered people had lost their housing in the past year.[7] Factors contributing to the rise in homelessness include a lack of housing affordable available for low- and moderate-income households, increases in the number of persons whose incomes fall below the poverty level, reductions in public subsidies to the poor, and the de-institutionalization of persons with extreme developmental disabilities.

State law (Section 65583(1) (6)) requires municipalities to address the special needs of persons experiencing homelessness within their jurisdictional boundaries. “Homelessness” as defined by HUD, describes an individual (not imprisoned or otherwise detained) who:

- Lacks a fixed, regular, and adequate nighttime residence; and
- Has a primary nighttime residence that is:
  - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
  - An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

City of Banning Trends

As shown below in Table 11, there are an estimated 43 unsheltered persons in the City of Banning, comprising approximately two percent of the unsheltered population of Riverside County (unsheltered persons are persons who are unhoused and not residing at a shelter). Neighboring cities in Riverside County have a lower percentage of the county’s population experiencing homelessness: Beaumont (0.7 percent), Calimesa (0.8 percent), and San Jacinto (1.5 percent).

The City of Banning, according to the City’s Zoning Ordinance, allows group homes, including by inference, homeless shelters by Conditional Use Permit in the Business Park zone, High Density Residential zone, and Mobile Home Park zone. Emergency shelters are processed in the same manner as other multi-family projects. Residential occupancy or single-room occupancy hotels (SROs) can also be an important component of the special needs housing picture due to the relatively lower cost of rent and are permitted in the HDR zone with approval of a conditional use permit. The City recently amended the Zoning Ordinance to provide for the nondiscretionary siting of homeless shelters and to allow transitional and supportive housing facilities consistent with State law.

[7] https://www.desertsun.com/story/news/2020/05/06/riverside-county-point-time-survey-finds-increase-homeless-youth/5180757002/

Table 11 Unsheltered Persons in Banning and Surrounding Cities

Jurisdiction	Unsheltered	Percent of Unsheltered Population in Riverside County
Banning	43	2.0
Beaumont	16	0.7
Calimesa	17	0.8
San Jacinto	31	1.5
Moreno Valley	165	7.8
Riverside County	2,155	100.0

Source: Riverside County Homeless Point in Time (PIT) Count, 2020 (http://rchi.cs.ucr.edu/CityBreakdown)

Note: Only unsheltered persons were included in the available data by city. The number of persons residing in shelters was unavailable.

There are resources provided to persons experiencing homelessness in the City of Banning. H.E.L.P Inc., a local nonprofit organization, is the primary service provider for persons experiencing homelessness in Banning and works with the City to provide food and clothing assistance for qualifying individuals and families. Sub-populations of the homeless include those with mental disabilities and substance abuse problems, those suffering domestic violence, persons with AIDS, veterans, youth, the unemployed, and extremely low/very low-income families. Each of these groups has different needs including substance abuse recovery, mental treatment, medical treatment, and job training and placement. Persons experiencing homelessness in Banning can access programs that operate through the County of Riverside, including: the Emergency Food and Shelter Program, the Homeless Management information System, the Continuum of Care for Riverside County, and the Housing and Urban Development Supportive Housing Program. Additionally, Banning residents, including persons experiencing homelessness, may be assisted by service providers that operate countywide. Table 12 identifies service providers available to assist persons experiencing homeless by sub-population.

Table 12 Homeless Assistance Programs

Subpopulation	Service Providers
Elderly and Disabled	Dial-A-Ride
Alcohol/Drug Dependent Abuse	Critical Needs Hotline
Domestic Violence	RCCADV (Riverside County Center for Alternatives to Domestic Violence) American Red Cross Catholic Charities
Persons With AIDS/HIV	Inland AIDS Project (Eastern County) Desert AIDS Project (Western County)

City of Banning 2020

Overcrowding

Overcrowding is defined as housing units with more than one person per room (including dining and living rooms but excluding bathrooms and kitchen) while severe overcrowding refers to more than 1.5 persons per room. Large families in general have special housing needs due to lower per capita income, the need for affordable housing, or the need for larger units with three or more bedrooms, resulting in overcrowding.

Some households may not be able to accommodate high cost burden for housing but may instead accept smaller housing or reside with other individuals or families in the same home. Potential fair housing issues emerge if non-traditional households are discouraged or denied housing due to a perception of overcrowding. Household overcrowding is reflective of various living situations: a family lives in a home that is too small; a family chooses to house extended family members; or unrelated individuals or families are doubling up to afford housing. However, cultural differences also contribute to the overcrowded conditions since some cultures tend to have a larger household size than others due to the preference of living with extended family members. Not only is overcrowding a potential fair housing concern, but it can also potentially strain physical facilities and the delivery of public services, reduce the quality of the physical environment, contribute to a shortage of parking, and accelerate the deterioration of homes. As a result, some landlords or apartment managers may be more hesitant to rent to larger families, thus making access to adequate housing even more difficult. According to local fair housing service providers and property managers, addressing the issue of large households is complex as there are no set of guidelines for determining the maximum capacity for a unit. Fair housing issues may arise from policies aimed to limit overcrowding that have a disparate impact on specific racial or ethnic groups with higher proportion of overcrowding.

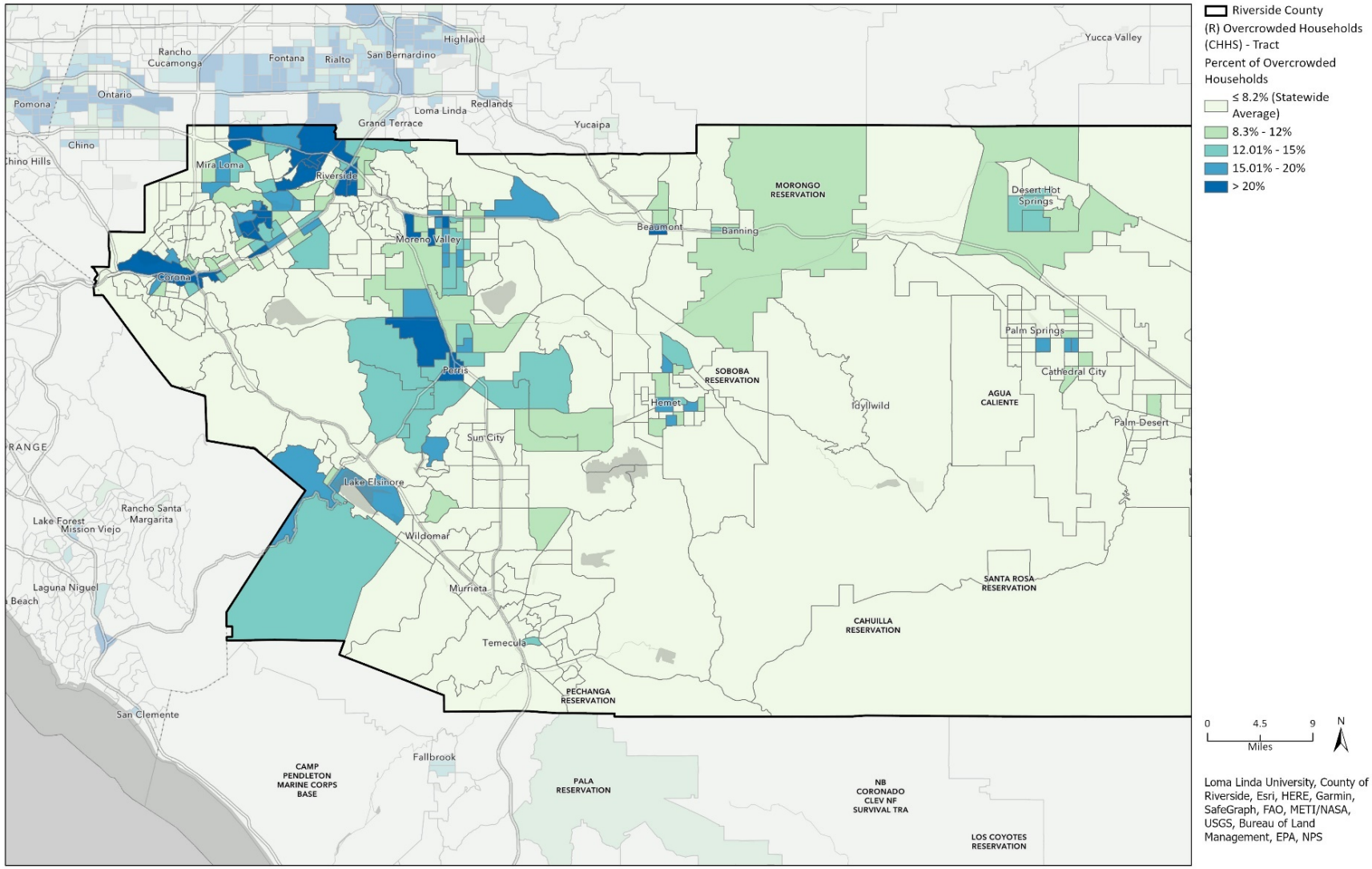
County of Riverside Trends

According to the County of Riverside AI, the county had 129,419 large families, 35.2 percent of which earned what would be considered low and moderate income for a family of four, with roughly 14.4 percent falling into the extremely low-income category. Large families experience housing problems disproportionately, at 64.5 percent versus 49.4 percent of households generally. 3,843 two-bedroom units and 2,995 three or more-bedroom units are available within subsidized housing programs within the county. In total, 32 percent, or 3,934 units of the 12,287 total publicly supported housing program units are occupied by families with children. As shown in Figure 28, overcrowded housing is a greater issue in western Riverside County, mainly in urban centers such as the cities of Riverside, Corona, and Perris.

City of Banning Trends

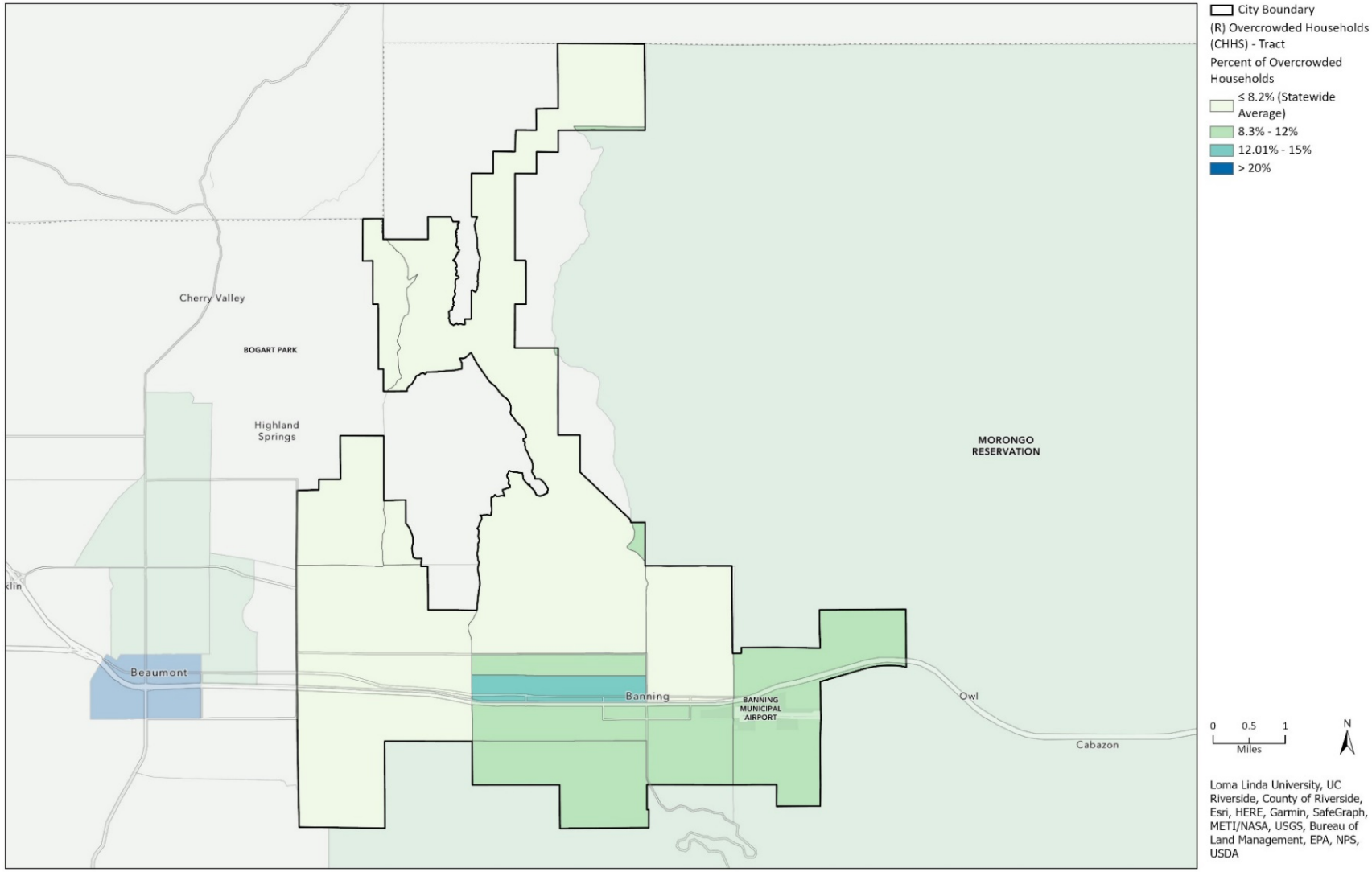
Based on 2014-2018 ACS estimates, Banning has a lower percentage of overcrowded households than the county as a whole (4.3 percent versus 5.0 percent), but a higher percentage of households that are considered severely overcrowded (2.3 percent versus 1.9 percent). Additionally, 6.5 percent of all households in Banning are considered overcrowded, of which 4.7 percent of overcrowded households are renter-occupied, whereas 1.8 percent are owner-occupied. Banning had an average of 2.7 persons per household in 2018, representing a slight increase from 2010, when an average of 2.4 persons per household was recorded. When compared with nearby cities, Banning had a smaller average household size than the cities of Beaumont (3.3 persons per household) and Cabazon (3.4 persons per household). As shown in Figure 29, between 12 and 15 percent of households in Census Tract 441.01 are overcrowded. Furthermore, higher percentages of overcrowded households are in the southeastern segment of the city north and south of I-10.

Figure 28 Overcrowded Housing (County of Riverside)



Source: AFFH Data Viewer, 2021

Figure 29 Overcrowded Housing (City of Banning)



Source: AFFH Data Viewer, 2021

Displacement

The two primary key factors in visualizing displacement are the loss of low-income households and increases in rent. According to the UDP, neighborhoods are considered sensitive communities if they have a large percentage of residents at a higher risk of displacement due to increasing housing costs relative to other areas. According to the 2015-2019 ACS, Banning's median household income is $42,274 while Riverside County's median household income is $67,005. Banning's median household income is approximately 30 percent less than the regional median. Rents in Banning for 1-, 2- and 3-bedroom units are generally less expensive than the county average. Higher income households are more likely to own rather than rent housing. As household income decreases, households tend to pay a disproportionate amount of income for housing and the likelihood of residing in overcrowded or substandard housing increases. Households with incomes below the poverty level, which are typically households classified as extremely low and very low incomes, may require special programs to assist them in meeting their rent and mortgage obligations.

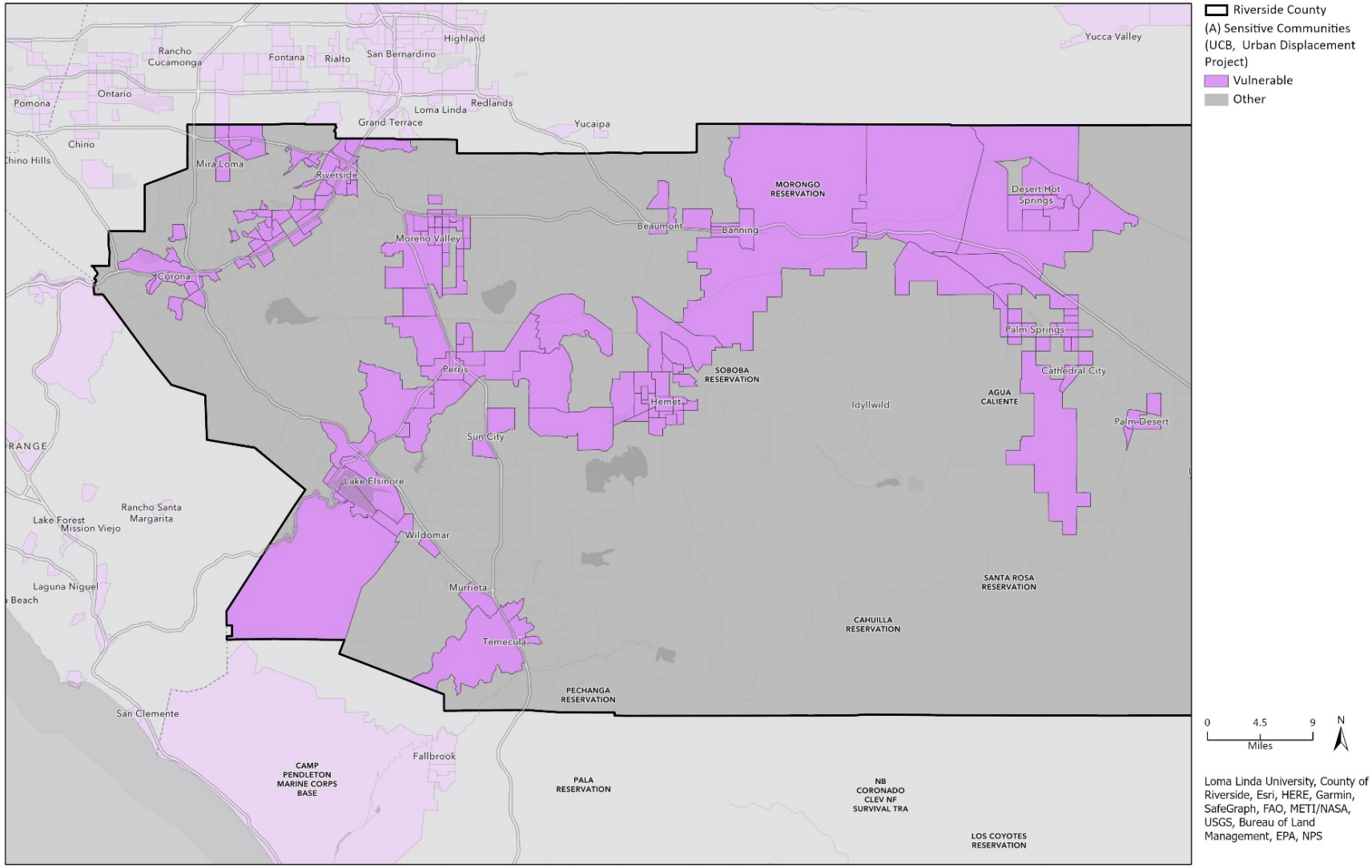
Riverside County Trends

Sensitive communities presented on Figure 30 represent areas that are vulnerable to gentrification and displacement. Sensitive communities at risk of displacement occur throughout the urban areas in the County. Residents living in urban areas such as the cities of Riverside, Moreno Valley, Perris, Nuevo, Lake Elsinore, and Hemet are at risk of displacement, as are residents in more rural areas such as the Morongo Reservation. According to the County of Riverside Analysis of Impediments to Fair Housing Choice (2019), geographic areas in which households experiencing high cost burden are northwest of Palm Springs (including the City of Banning), around the City of Perris, and in the extreme southwestern region of the county in what appears to be unincorporated territory south of Murrieta. The cost burden trends in the aforementioned areas appear to mirror the trends of the sensitive areas in Riverside County. These sensitive areas have a positive correlation to the overcrowded parcels in Riverside County and an inverse relationship to economic outcomes. The more sensitive and overcrowded a parcel is, the less positive the economic outcome.

City of Banning Trends

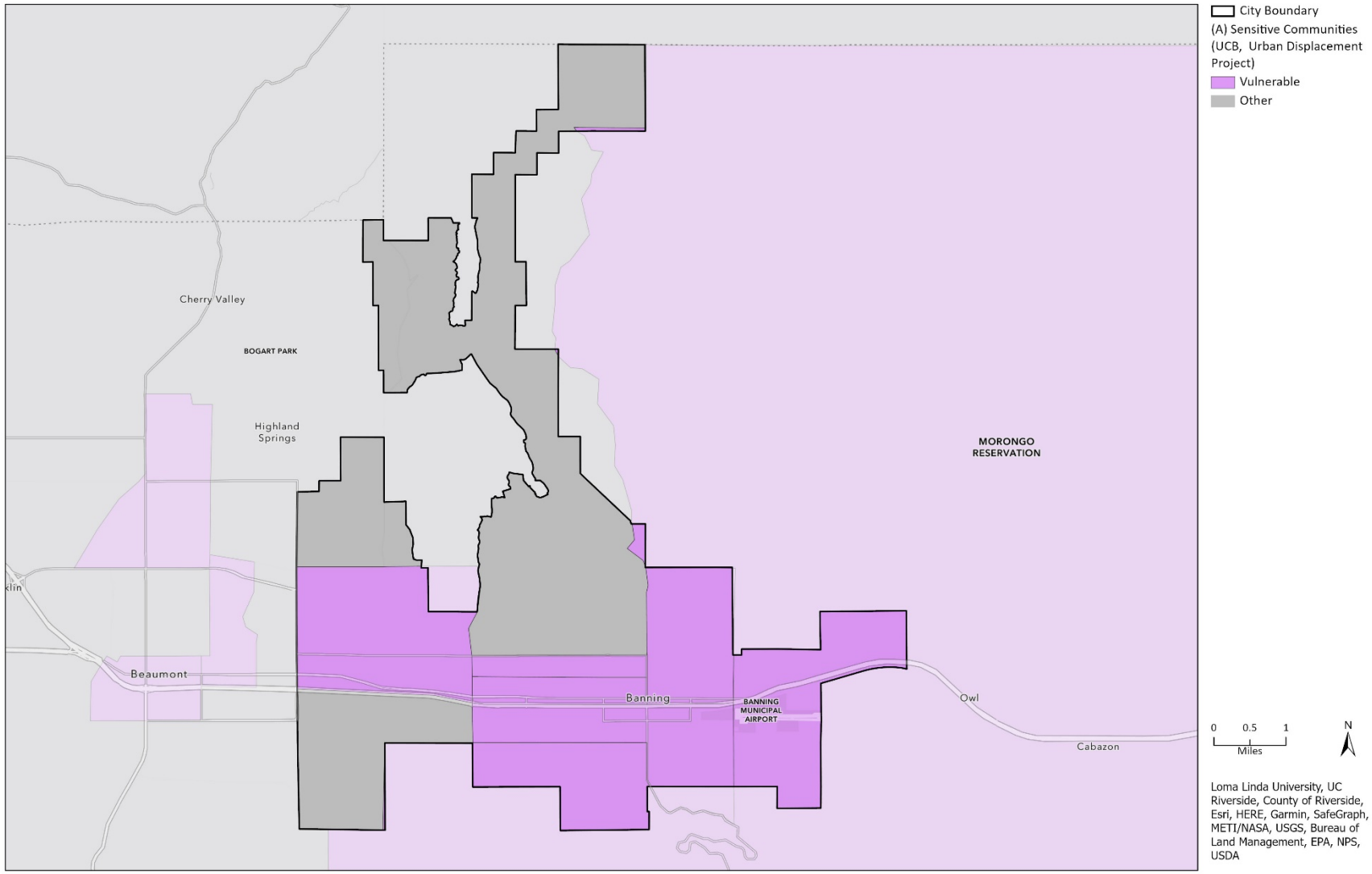
In Banning, the areas with greatest risk of displacement are also the areas where residents tend to have lower median incomes. According to the AFFH 2021 data, many communities of the city are considered sensitive for displacement risk. Vulnerable communities are concentrated in the southern region of Banning to the north and south of I-10 (Census Tracts 441.01-441.03, 442, and 443). These neighborhoods depict areas where a large percentage of residents face a higher risk of displacement due to increasing housing costs relative to other areas in the city. Of all households in Banning, 16 percent of extremely low-income households are experiencing housing cost burden. Furthermore, approximately 25 percent of renters living in extremely low-income households are experiencing housing cost burden as compared to 11 percent of owners. Other characteristics of these area include patterns of low and moderate income, poverty, overcrowding, and predominant minority population.

Figure 30 Sensitive Communities (County of Riverside)



Source: AFFH Data Viewer, 2021

Figure 31 Sensitive Communities (City of Banning)



Source: AFFH Data Viewer, 2021

Disproportionate Housing Needs: Contributing Factors

- Patterns of racial and ethnic concentration
- Displacement of residents due to economic pressures
- Lack of private investments in specific neighborhoods
- Location and type of affordable housing
- Limiting local land use policies
- Unaffordable rents and sales
- Shortage of subsidized housing units
- Dominance of single-family housing
- Discriminatory lending practices
- Location and type of affordable housing
- High levels of overcrowding
- Cost of repairs or rehabilitation

Other Relevant Factors

Other contributions that affect the accumulation of wealth and access to resources include historical disinvestment, lack of infrastructure improvements, and presence of older affordable housing units that may be at risk of conversion to market-rate housing. Historically, exclusionary housing policies such as redlining and discriminatory racial covenants reduced economic opportunities and quality of life for minorities by denying them mortgages and encouraging disinvestment areas in minority-concentrated communities.

The City applies for and receives an annual allocation of Community Development Block Grant/ Emergency Solutions Grant (CDBG)/(ESG) funds from the U.S. Department of Housing and Urban Development (HUD) through Riverside County Economic Development (EDA). Between 2015 and 2020, the City has successfully implemented housing, community development, and economic development through the use of CDBG funds, reaching thousands of low- and moderate-income individuals. The City and its partners have made a significant impact on LMI neighborhoods and individuals in Banning. The following public services and city related projects were funded in the 2015-2020 period:

- Alternatives to Domestic Violence
- Boys and Girls Club of the San Gorgonio Pass
- First Missionary Baptist Church Homeless Food Bank
- Habitat for Humanity construction of a single-family residence for an income challenged family
- City of Banning Projects:
    - Lions Park
    - Dysart Park
    - Sylvan Park
    - Roosevelt Williams Park
    - Community/Senior center with ADA renovations
    - Retail Recruitment

Historically, there has a lack of available housing in the City of Banning and rural areas of the county. This is partially due to a weak pull factor for investors and developers to build on poor land value in a rural inland area.

Lack of infrastructure developments in Banning reduce the quality of life for residents and further exacerbates the discrimination of lower income residents with reduced affordability and opportunities. The cost of land in and near the city represents a significant portion of the cost of new construction. In general, acquisition costs for entitled single-family subdivisions with infrastructure extension plans are higher than for raw land. As Banning becomes increasingly built-out and future development becomes more reliant upon the acquisition of underutilized parcels and demolition of existing structures, the cost of a finished residential site will further increase. The cost burden will likely transfer over to tenants of the residential site and will cause increased stress on lower income renters.

The City recently entered into a joint venture agreement with the Cherry Valley Water District to share water from three additional wells in Beaumont. Wastewater generated is treated by the City-managed Wastewater Utility Department. Senate Bill 1087 (enacted 2006) requires that water and wastewater service providers develop written policies that grant priority to proposed development that includes housing affordable to lower-income households. The legislation also prohibits water and sewer providers from denying or conditioning the approval of development that includes housing affordable to lower income households unless specific written findings are made. The City of Banning will continue to coordinate with outside districts to ensure priority service provision to affordable housing developments.

The conversion of federally-and -state-subsidized affordable rental developments to market-rate units can constitute a substantial loss of housing opportunity for low-income residents. However, this will not be an immediate issue in the City of Banning as the earliest expiration date of the subsidized housing units in the city is in 2058, as shown in Table 13 below. There are three affordable housing developments located in Banning with a total of 237 affordable units that rely on Section 202, Section 811, and/or Section 8 assistance. The underlying income use restrictions of these projects were reviewed for potential conversion to market rate during this planning period. During this 10-year period, no projects will be at risk of losing their affordability controls. No assisted units will be at risk over the 2021-2029 the planning period.

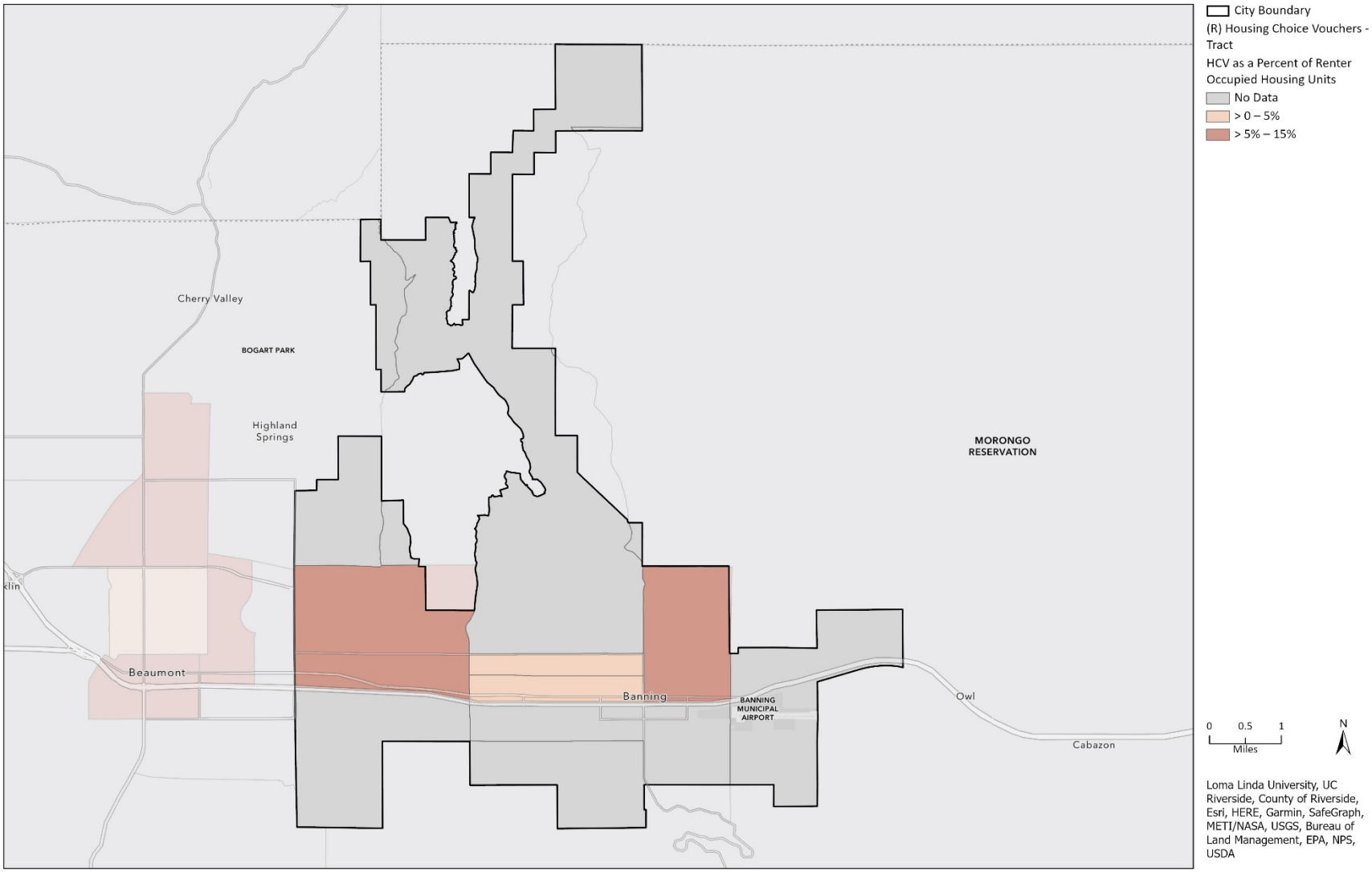
Table 13 Assisted Housing Developments in Banning

Housing Complex	Location	Total Units	Assisted Units				Total Assisted	Expiration Date	Funding
			Very Low	Low	Senior	Moderate			
Westview Terrace Apartments	287 West Westward Avenue	75	0	74	--	0	74	2065	HUD, LIHTC, CalHFA
Peppertree Apartments	426 E. Nicolet Street	81	0	80	--	0	80	2058	LIHTC
Summit Ridge Apartments	555 N. Hathaway Street	81	0	80	--	0	80	2058	LIHTC
TOTAL	--	237	0	234	--	0	234	--	--

Source: City of Banning Redevelopment Agency, 2020; HUD Expiring Section 8 Database, 2020

As shown on in Figure 32, high concentrations of Housing Choice Voucher recipients are present in Census Tracts 442.03 and 442 (5.0 to 15.0 percent). Census Tract 442.03 is considered a moderate resource area while Census Tract 442 is considered an area of high segregation and poverty.

Figure 32 Housing Voucher Recipients (City of Banning)



Source: AFFH Data Viewer, 2021

Sites Inventory

The housing element must demonstrate that there are adequate sites zoned for the development of housing for households at each income level sufficient to accommodate the number of new housing units needed at each income level as identified in the RHNA. In the context of AFFH, the site identification requirement involves not only an analysis of site capacity to accommodate the RHNA, but also whether the identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity.

Opportunity Areas

HCD and CTAC have created opportunity maps to identify areas throughout the state whose characteristics support positive economic (low poverty, high employment, high median household income), educational (reading and math proficiency, high school graduation rates, low student poverty rates), and environmental outcomes (low exposure to pollution) for low-income families—particularly long-term outcomes for children. The HCD/TCAC Opportunity Areas Map ranks Census tracts in Highest Resource to Low Resource based on these outcomes. A Census tract with a designation of High Resource would indicate that the Census tract has strong educational and economic opportunities, meaning opportunity for current and future residents.

For purposes of evaluating fair housing, resource levels designated by the TCAC/HCD map report on access to economic and educational opportunities such as low-cost transportation, jobs, and high-quality schools and the quality of environmental factors in the area such as proximity to hazards and air quality. Approximately 78 percent of the city is considered low resource, 19 percent is considered moderate resource, and approximately three percent is designated as areas of high segregation and poverty. The majority of the City's area is considered Low Resource, with Moderate Resource areas to the west (Census Tract 441.03 and a portion of Census Tract 438.09). There are no areas of Banning considered high resource or highest resource. The center of the city (Census Tract 441.01) is considered an area of High Segregation and Poverty. Figure 33 shows the location of the Housing Element opportunity sites by TCAC-designated resource area.

Most of the housing opportunity units are in lowresource areas (89 percent), including 100 percent of above moderate-income units. Eleven percent of housing sites are located in moderate resource areas. In terms of proportionality, 94 percent of moderate and above-moderate units are in low resource areas, despite low resource areas comprising only 78 percent of the city. Lower-income units are also proportionally more prevalent in low resource areas (86 percent of lower-income units in low resource areas, compared to 78 percent of the city area); however, low resource areas are generally more appropriate for lower-income households due to proximity to neighborhood uses such as schools.

The housing opportunity sites will add the following units to low resource areas:

- 285 very low-income units (83 percent of total very low-income units)
- 193 low-income units (91 percent of total low-income units)
- 222 moderate-income units (92 percent of total moderate-income units)
- 112 above moderate-income units (100 percent of total above moderate-income units)

The housing opportunity sites will add the following units to Moderate Resource areas in the city:

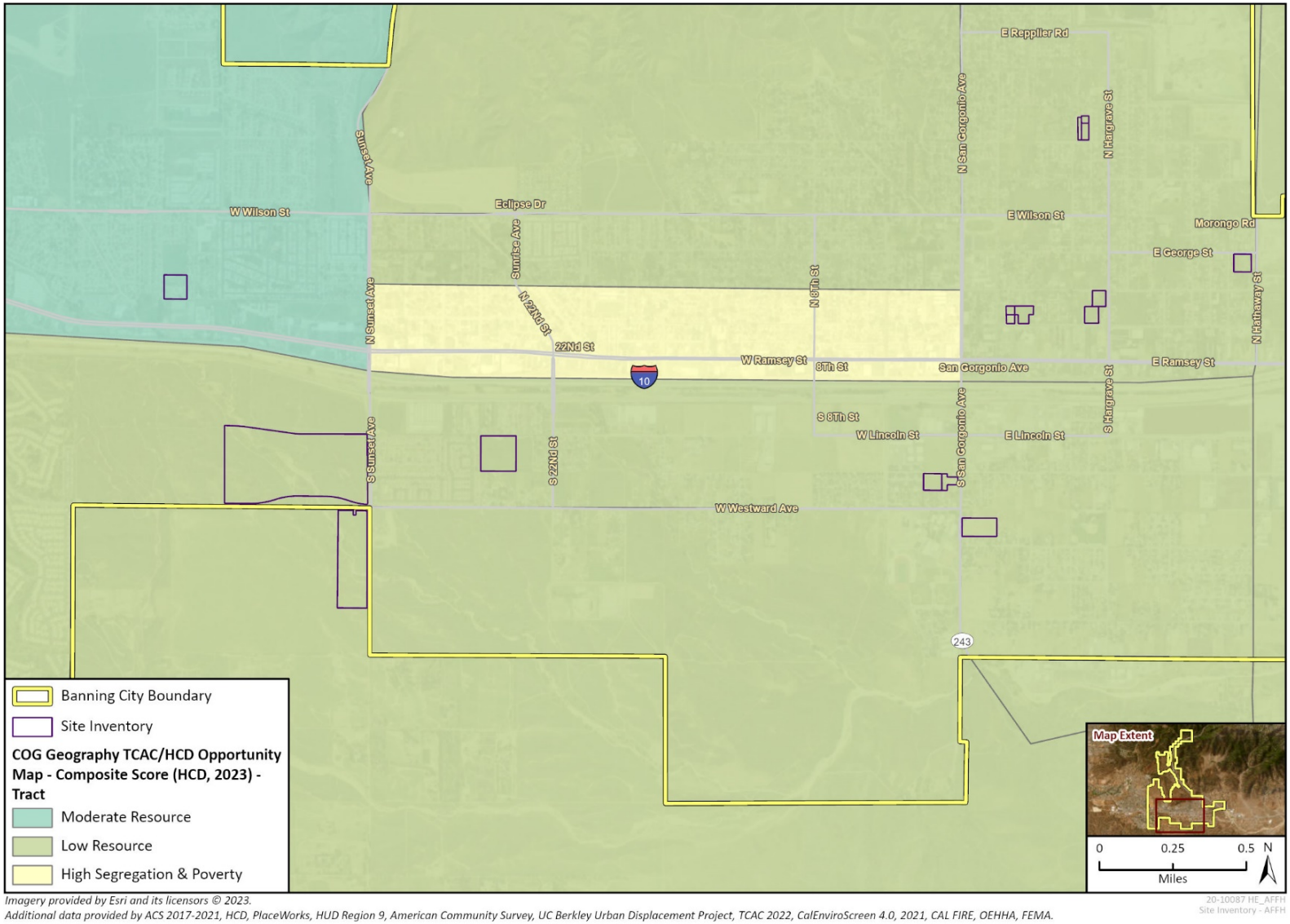
- 57 very low-income units (17 percent of total very low-income units)
- 20 lower-income units (nine percent of total lower-income units)
- 20 moderate-income units (eight percent of total moderate-income units)

Most sites are located in lowresource areas due to the availability of sites for development and the prevalence of lowresource areas in the city. All of the above moderate-income units and almost all moderate-income units are located in low resource areas, improving the mixture of housing opportunities by income level in the city and providing opportunities for housing mobility. Several sites can accommodate a mix of units by household income level, and the geographic distribution of the sites does not concentrate lower-income housing in any one area of the city. Additionally, the eastern areas of the city (west of Sunset Avenue) have greater access to services and education centers, and are therefore more beneficial locations for lower- and moderate-income households than western Banning.

The City will target resources to low-resource areas by implementing focused place-based community development initiatives, and will use the housing opportunity sites as a catalyst for economic development and revitalization of established communities.

No sites are located in Census tract 441.01 (an area of high segregation and poverty). However, the City is currently planning to focus efforts on revitalizing this area. the City adopted an amendment to Title 17.12 of the Banning Municipal Code in October 2023 to allow for the new construction of multi-family housing and mixed-use projects in the Downtown Commercial (DC) zone. This DC zone is bounded by San Gorgonio Avenue to the east, Nicolet Street to the north, Interstate 10 to the south, and 8th Street to the west, which overlaps with a portion of Census Tract 441.01. This amendment to the zoning code will lead to future housing opportunities and economic development in this area.

Figure 33 Site Inventory by Opportunity Areas Map (City of Banning)



Source: AFFH Data Viewer, 2021

Sites by Income Population

The percentage of Low to Moderate Income (LMI) households vary across the city. Census tracts with more than 50 percent LMI households are located primarily in the southeastern area of the city. Census tracts with the lowest percentage of LMI households are Census Tract 441.04 in the northern portion of the city, and census tracts 438.09 and 441.03 in the western part of the city. The census tracts with the with the highest percentage of LMI households are 442 and a portion of 441.01 in the south-central portion of the city.

As shown in Figure 34, most of the housing opportunity sites (89 percent of all assumed units regardless of income category) are in communities with higher rates of LMI households. Broken down by income category, 342 units appropriate for very low-income households (100 percent of the total very low-income units), 213 units appropriate for low-income households (100 percent of the total low-income units), 193 units for moderate-income households (80 percent of the total moderate-income units) and 62 units for above moderate-income households (55 percent of the total above moderate-income units) are located in areas with higher rates of LMI households. The Site Inventory assumes the areas of the city with less than 50 percent LMI households could accommodate 49 units appropriate for moderate-income households and 50 units for above moderate-income households. Lower-income areas in Banning will benefit from the mix of households of differing income levels and additional housing options. Private investment in these areas can spur community revitalization in ways that advance housing equity in Banning.

Sites by Overcrowded Households

The majority of the northern and center portion of city has overcrowding rates that range between five and ten percent. The southwestern and southeastern portion of the city, including Census Tracts 441.03, 438.12, and 438.13, have overcrowding rates of less than five percent. Figure 35 show the Site Inventory by percent of overcrowded households.

The Site Inventory assumes that areas with lower rates of overcrowding (less than five percent) could accommodate 286 units (31 percent of the city's total Site Inventory), including 57 units appropriate for very low-income households (17 percent of the total very low-income units), 20 units appropriate for low-income households (nine percent of the total low-income units), 114 units for moderate-income households (47 percent of the total moderate-income units) and 95 units for above moderate-income households (85 percent of the total above moderate-income units). The Site Inventory assumes that areas with higher levels of overcrowding (between five and 10 percent) could accommodate 623 units (69 percent of the Site Inventory), including 285 units appropriate for very low-income households (83 percent of the total very low-income units), 193 units appropriate for lower-income households (91 percent of the total low-income units), 128 units appropriate for moderate-income households (53 percent of the total moderate-income units), and 17 units for above moderate-income households (15 percent of the total above moderate-income units). The Site Inventory will not exacerbate overcrowding conditions but will add new housing opportunities across all income levels throughout the city, which will lessen the concentration of overcrowded households in the center of the city.

Sites by Overpayment by Renters

The percentage of renter households that overpay for housing varies throughout the city. Overpayment in the northern part of the city, including census tracts 441.04, 438.09, and 442 ranges between 40 and

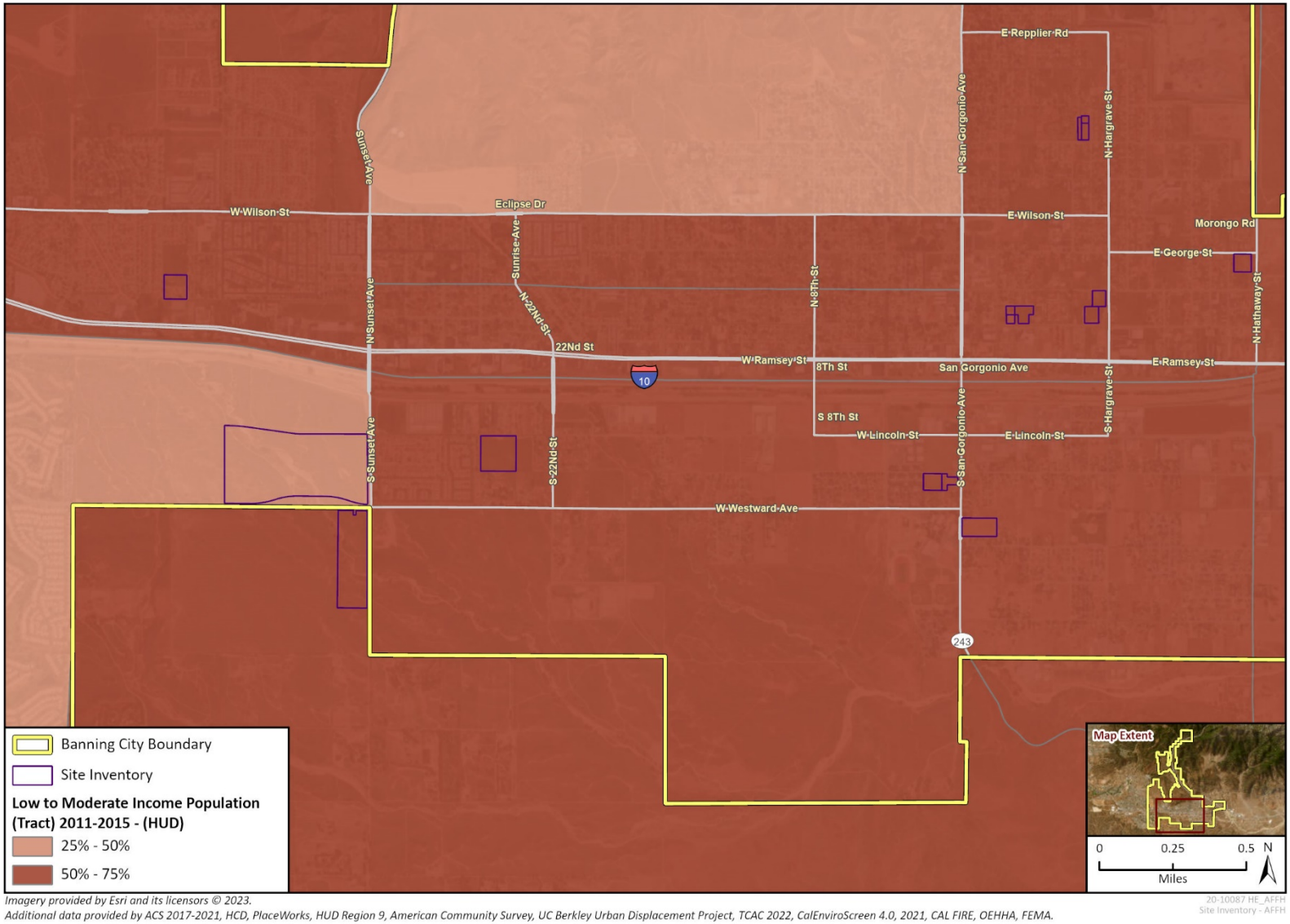
60 percent of households. Overpayment in the center of the city, including census tracts 441.03, 443, 441.01, and 441.02 ranges between 60 and 80 percent of households. The southwestern portion of the city (Census Tract 438.12) has the highest rate of overpayment with over 80 percent of renters paying more than 30 percent of their income on rent. The census tract with the lowest levels of overpayment (less than 20 percent) is 438.13, which encompasses the most southern and southeastern portion of the city. Figure 36 shows the Site Inventory by overpayment by renter households.

More than half of the units in the Site Inventory (515 units, or 57 percent of the inventory) are located in areas where overpayment by renters is high and ranges from 60 to 80 percent of households. This includes 262 units appropriate for very low-income households, 172 units appropriate for low-income households, and 81 units appropriate for moderate-income households. There is one housing opportunity site in an area with low levels of overpayment by renters (less than 20 percent) in the southern portion of the city. This site can accommodate 90 units, or 10 percent of the city's total Site Inventory, including 45 moderate-income units and 45 above moderate-income units. Areas with overpayment by renters ranging from 40 to 60 percent can accommodate 205 units, or 23 percent of the total Site Inventory. This includes 80 units appropriate for very low-income households (23 percent of the total very low-income units), 41 units appropriate for low-income households (19 percent of the total low-income units), 67 units for moderate-income households (28 percent of the total moderate-income units) and 17 units for above moderate-income households (15 percent of the total above moderate-income units). One housing opportunity site is in an area where overpayment by renters exceeds 80 percent. This site can accommodate 49 units appropriate for moderate-income households and 50 units appropriate for above moderate-income households.

According to the UDP, new market-rate construction in gentrifying areas neither worsens nor eases rates of people moving out of the area.[8] It increases rates of people moving to an area across all socio-economic groups, particularly high-socio-economic residents. The mix of lower-, moderate, and above moderate-income housing units in areas with high overpayment rates will provide affordable housing options for existing lower-income residents as well as encourage higher-income households to move into the area. The Site Inventory will add new rental housing opportunities which may alleviate high costs due to lack of availability.

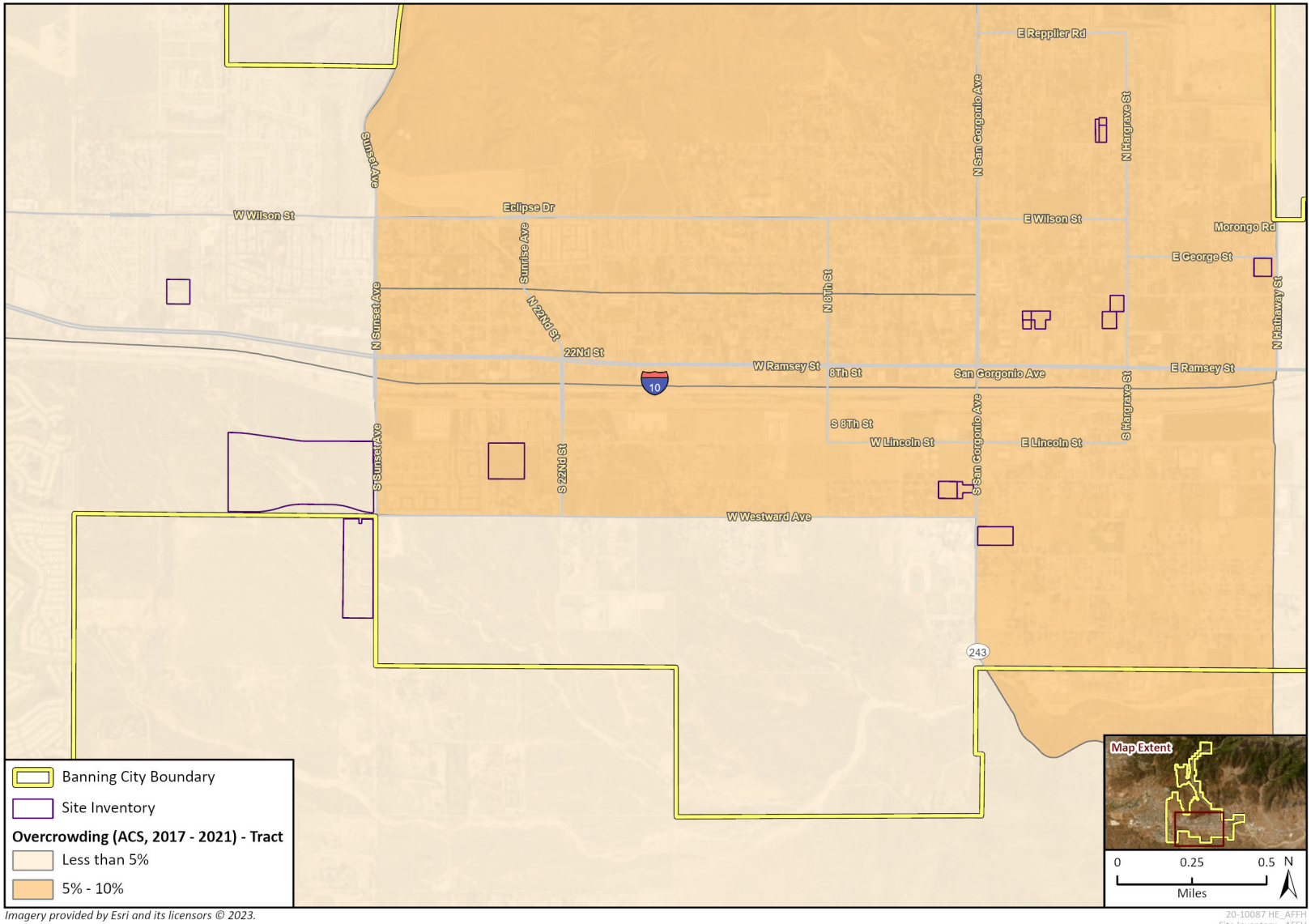
[8] Chapple, Hwang, Jeon, Zhang, Greenberg, and Kumar. New Development for Whom? How New Housing Production Affects Displacement and Replacement in the San Francisco Bay Area. 2022. https://www.urbandisplacement.org/wp-content/uploads/2022/03/IGS_1_New-Production_Brief_03.01.22.pdf, accessed August, 2023.

Figure 34 Housing Opportunity Sites by LMI Population (City of Banning)



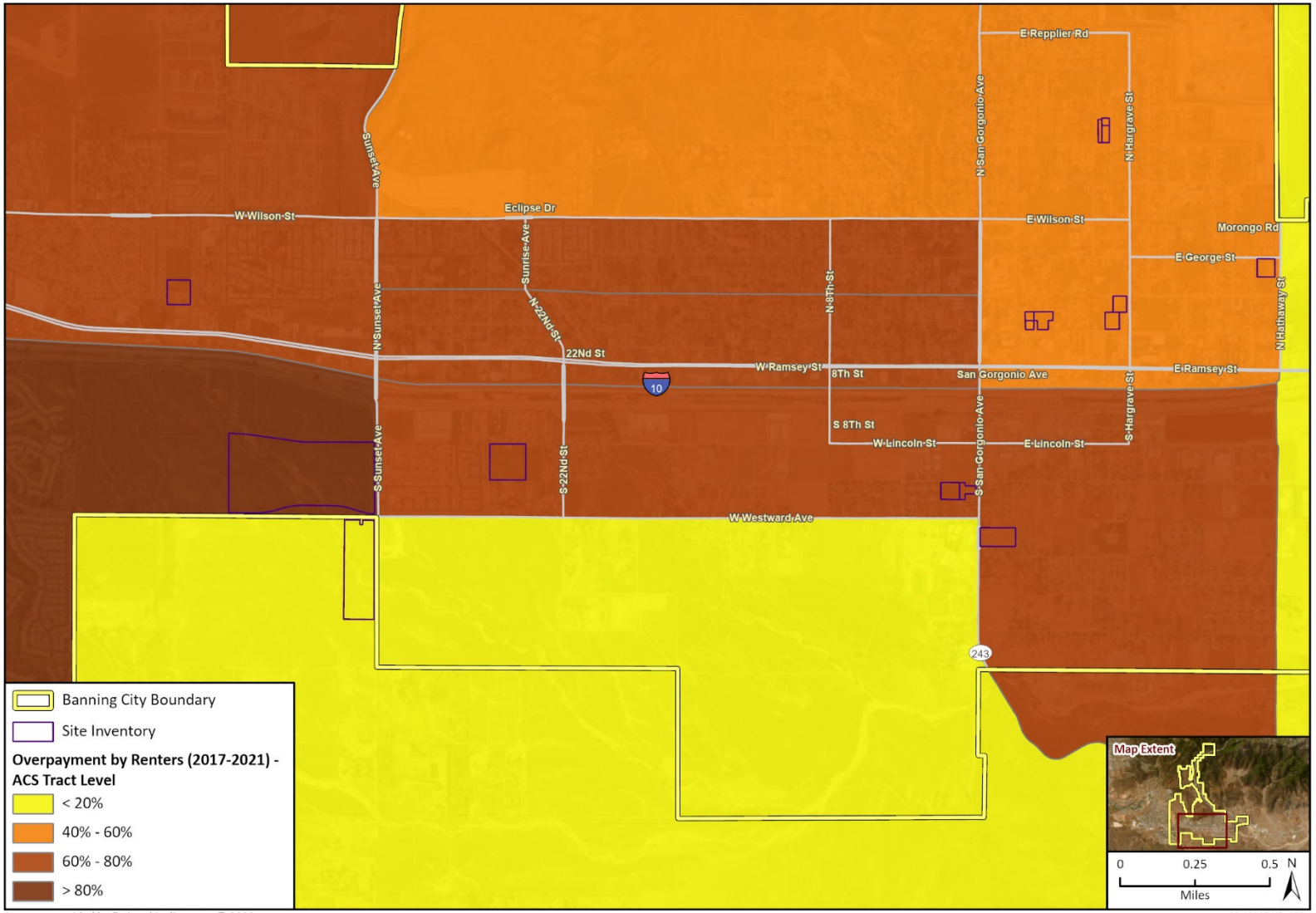
Source: AFFH Viewer, 2023

Figure 35 Housing Opportunity Sites by Overcrowding (City of Banning)



Source: AFFH Viewer, 2023

Figure 36 Housing Opportunity Sites by Overpayment by Renters (City of Banning)



Source: AFFH Viewer, 2023

Sites by Areas of Integration and Segregation

The central areas of the city, including census tracts including 441.02, 441.01, and 442, are the most racially and ethnically diverse, with the highest percentage of non-white residents (between 61 and 80 percent of residents), compared to the northern and southwestern portions of the city where the percentage of non-white residents ranges from less than 20 percent to 60 percent. The area with the lowest percentage of non-white residents is in the southwestern portion of the city (census tract 438.12), with less than 20 percent of residents identifying as non-white. Figure 37 shows the housing opportunity sites by percent of the population comprised of non-white residents.

The majority of the Site Inventory (69 percent of the city's total Site Inventory, or 623 units) is located in areas with a high percentage of non-white residents (between 61 and 80 percent non-white). This includes 285 units appropriate for very low-income households (83 percent of the total very low-income units), 193 units appropriate for low-income households (91 percent of the total low-income units), 128 units for moderate-income households (53 percent of the total moderate-income units) and 17 units for above moderate-income households (15 percent of the total above moderate-income units). Areas that have between 21 and 40 percent non-white residents can accommodate 187 units (21 percent of the total Site Inventory), including 57 units appropriate for very low-income households, 20 units appropriate for low-income households, 65 units available to moderate-income households, and 45 units available to above moderate-income households. There is one housing opportunity site in an area with low levels of non-white residents (less than 20 percent) in the southwestern portion of the city. This site can accommodate 99 units, or 11 percent of the city's total Site Inventory, including 49 moderate income units and 50 above moderate-income units. The Site Inventory will provide additional multi-family housing, increasing economic activity in areas with higher percentages of lower-income, non-white households.

While Banning has no R/ECAPs (per HUD's definition), some tracts with a higher concentration of minorities and LMI populations were found in the central and eastern areas of the city (Census Tracts 441.01 and 442). The majority of lower income sites would not be located in the majority Hispanic census tract. While some lower income sites would be located in the tract with a relatively high concentration of poverty, lower income site locations are spread out across census tracts and are not concentrated in any areas of the city.

Sites by Communities Vulnerable to Displacement

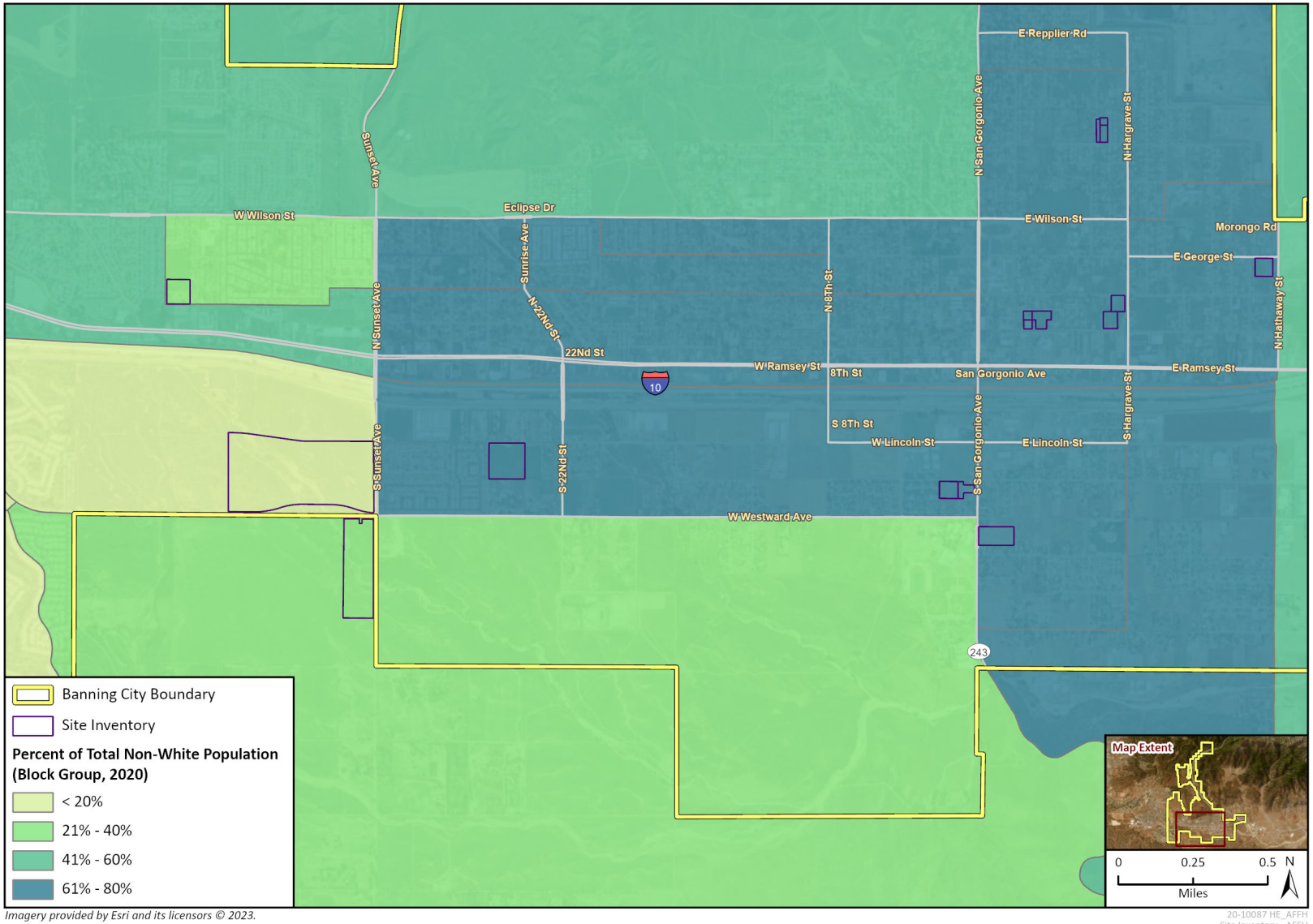
While most of Banning is at lower risk of displacement, there are several neighborhoods in the central portion of the city that are considered vulnerable to displacement, in the census tracts of 441.01, 441.02, 442, and 443. These neighborhoods also have higher rates of overcrowding, overpayment, and non-white residents. Figure 38 shows the housing opportunity sites in relation to the location of areas that are at risk of displacement. Census tracts with high levels of displacement (dark red) include Census Tracts 441.01 and 442.

The majority of the housing opportunity sites identified by the Site Inventory are located in areas that are at risk of displacement. Forty-six percent of assumed units the Site Inventory is located in areas considered at risk of displacement, including 205 very low-income units, 152 low-income units, and 61 moderate-income units. An additional 23 percent of the Site Inventory is located in areas with high levels of displacement risk, including 80 very low-income units, 41 low-income units, 67 moderate-income units, and 17 above moderate-income units. Areas with low displacement risk have capacity for

31 percent of the total site inventory, or 286 units, including 57 very low-income units, 20 low-income units, 114 moderate-income units, and 95 above moderate-income units.

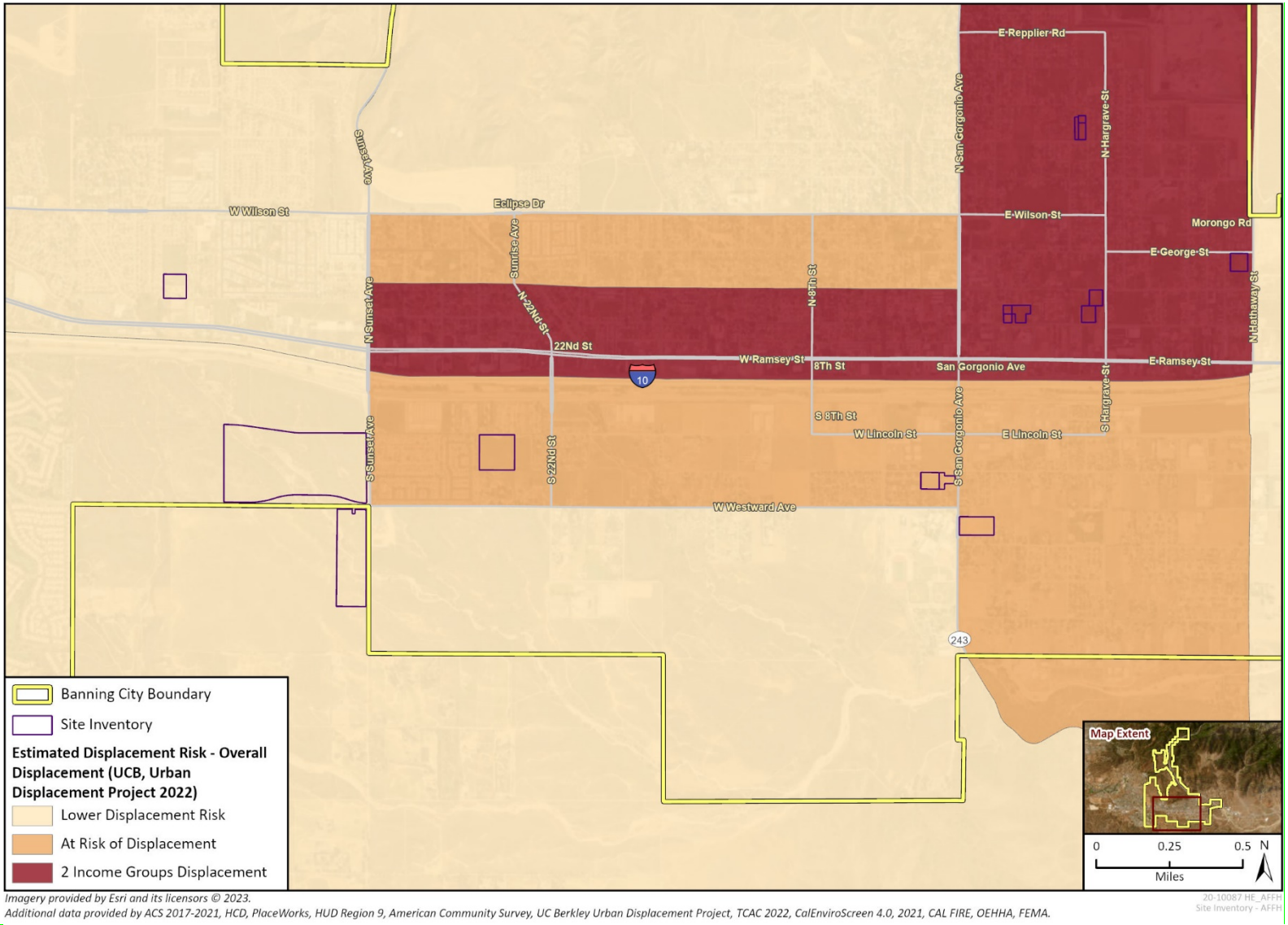
Additional units in areas of displacement risk will provide affordable housing options for existing low- and moderate-income residents, allowing residents to remain in their communities, and additional moderate- and above moderate-income units may provide housing mobility options and opportunities for home ownership to increase neighborhood stabilization.

Figure 37 Housing Opportunity Sites by Total Non-White Population (City of Banning)



Source: AFFH Viewer, 2023

Figure 38 Housing Opportunity Sites by Displacement Risk (City of Banning)



Source: AFFH Viewer, 2023

Table 14 Sites Inventory by Census Tract Characteristics

		Sites Inventory Capacity (Units)									
APN	Site Intersection	Very Low-Income Units	Low-Income Units	Moderate-Income Units	Above Moderate-Income Units	Percent Non-White	Percent LMI Households	TCAC Opportunity Area	Percent Overpayment by Renters	Percent Overcrowded Households	Displacement Sensitivity
534161010	N Hermosa St.	14	7	0	0	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
534161009	N Hermosa St.	0	0	14	0	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
534161008	N Hermosa St.	0	0	9	0	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
537110014	S Sunset Ave.	0	0	49	50	<20%	25-50%	Low Resource	>80%	<5%	Lower Risk
537120034	S Sunset Ave.	0	0	45	45	21-40%	50-75%	Low Resource	<20%	<5%	Lower Risk
538250004	S Woodland Ave.	111	85	25	0	61-80%	50-75%	Low Resource	60-80%	5-10%	At Risk
540250014	S San Gorgonio Ave.	20	10	0	0	61-80%	50-75%	Low Resource	60-80%	5-10%	At Risk
540250023	S San Gorgonio Ave.	36	18	0	0	61-80%	50-75%	Low Resource	60-80%	5-10%	At Risk
541103022	E Williams St.	0	0	13	0	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
541094020	E George St.	36	19	0	0	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
541103023	E Williams St.	0	0	13	0	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
541103025	E Williams St.	30	15	0	0	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
541110009	E Nicolet St.	0	0	9	8	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk

		Sites Inventory Capacity (Units)									
APN	Site Intersection	Very Low-Income Units	Low-Income Units	Moderate-Income Units	Above Moderate-Income Units	Percent Non-White	Percent LMI Households	TCAC Opportunity Area	Percent Overpayment by Renters	Percent Overcrowded Households	Displacement Sensitivity
541110013	E Williams St.	0	0	9	9	61-80%	50-75%	Low Resource	40-60%	5-10%	High Risk
543060002	S San Gorgonio Ave.	38	39	36	0	61-80%	50-75%	Low Resource	60-80%	5-10%	At Risk
537020008	W Jacinto View Rd.	57	20	20	0	21-40%	50-75%	Moderate Resource	60-80%	<5%	Lower Risk
Total		**342**	**213**	**242**	**112**						

Fair Housing Priorities and Goals

Table 15 identifies fair housing issues in Banning and suggests meaningful actions to further fair housing in the city.

Table 15 Fair Housing Issues, Contributing Factors, and Meaningful Actions

AFH Identified Fair Housing Issue	Contributing Factors	Meaningful Actions
Enhancing fair housing outreach and housing mobility strategies	▪ Insufficient and inaccessible outreach and enforcement ▪ Lack of public input and feedback on issues and strategies ▪ Lack of marketing community meetings ▪ Insufficient local public fair housing enforcement and testing	▪ Beginning 2025, provide annual trainings during the 6th Cycle Housing Element planning period to improve capacity of building and code enforcement staff to work with diverse communities, in a culturally competent manner with a focus on problem solving and with connections to social and economic support services. (Program 1) ▪ Seek funding to assist local property owners/managers operating rental housing in need of rehabilitation. The goal of this action is to preserve "naturally occurring affordable housing". Focus of program resources will be advanced using principles to Affirmatively Further Fair Housing. Apply for, or assist with applications for, at least two funding grants during the planning period. (Program 2) ▪ Support the ability and knowledge of lower-income residents to apply for Housing Choice Vouchers. (Program 15) ▪ Continue to invest in Fair Housing Resources through a contract with Riverside Legal Aide (RLA) to support residents who need Fair Housing resources, mitigation, or legal. (Program 25) ▪ Continue to effectively address the requirements of AB 686 by increasing outreach and education through the fair housing service providers, publicize fair housing litigation to encourage reporting, and conduct random testing on a regular basis to identify issues, trends, and problem properties. (Program 25) ▪ Once a year beginning in 2024, provide information to residents on the services provided by the Fair Housing Council of Riverside County, such as credit counseling, first-time homebuyer resources, and pre-purchase counseling by including informational pamphlet inserts in the City's mailed utility billings. Provide the information both in English and Spanish. (Program 25) ▪ Work with local agencies such as the Fair Housing Council of Riverside County to help identify and reduce barriers to housing on both a regional and local scale. Continue to provide CDBG funding to the Fair Housing Council. (Program 25) ▪ By January 2024, include on the City's website resources provided by the Fair Housing Council of Riverside County and quick links for easy access to Fair Housing's website. (Program 25) ▪ At least once annually in areas of high segregation and poverty (Census Tracts 441.01 and 44 – central and eastern Banning), coordinate with FHCRC to provide free educational workshops (in-person or online) to tenants and landlords on their rights and responsibilities under Fair Housing laws. Consider translation needs, meeting days/times, and other

AFH Identified Fair Housing Issue	Contributing Factors	Meaningful Actions
		consideration for attendees. The first workshop shall occur by December 15, 2024. Objective is to have at least ten workshop attendees. (Program 25) ▪ Conduct bilingual multimedia campaigns for housing related educational events, including social media and printed flyers posted in the common area of large complexes, community centers the Banning Library, laundromats, and other strategic visible strategic locations, prioritizing neighborhoods in Census Tracts 441.01 and 442 (Downtown Banning and East Banning). The first educational event shall occur by December 15, 2024. (Program 25) ▪ At least once annually, obtain feedback through workshop surveys, focused discussions, and/or online methods to obtain public input and feedback on fair housing issues. The first instance shall occur on or before December 15, 2023. Objective is to receive feedback from at least 15 participants. (Program 25) ▪ Establish a method of measuring the progress of fair housing practices, which can include the index of dissimilarity, the Regional Opportunity Index, and percentage of residents experiencing extreme housing cost burdens. Report the findings of these metrics as part of the City's Housing Element Annual Progress Report by 2026. (Program 26) ▪ Expand understanding of the current state of fair housing practices and potential areas of discrimination by conducting an in-depth study of fair housing issues around the city, to be completed by 2026. (Program 26)
Encouraging development of new affordable housing in Areas of High Opportunity	▪ Dominance of single-family housing, which is typically more expensive than multi-family ▪ Lack of inclusionary housing requirements	▪ By January 2024, change the land use and zoning designations of properties identified as proposed VHDR zone in Appendix B to address any shortfall of sites to accommodate the City's remaining RHNA requirements to create opportunity for at least 510 units of multi-family housing for lower income households. (Program 4) ▪ Actively promote, through outreach and discussions, sites available for lower- and moderate-income housing development to potential developers, private and non-profit organizations, and other interested persons and organizations. (Program 5) ▪ Amend the Zoning Ordinance by January 2024 to allow, by right, a mix of dwelling types and sizes, specifically missing middle housing types (e.g., duplexes, triplexes, fourplexes, courtyard buildings) within lower density City residential designations. (Program 5) ▪ Incentivize and support multi-family and affordable housing development and rehabilitation (Programs 5, 6, 7, 9, 11, 16, 17, and 29) ▪ Monitor application of Development Code standards for constraints to development of new housing and recommend changes that would minimize such constraints, including but not limited to flexibility is building setbacks, increased lot coverage, reduced parking requirement, etc. to enhance the feasibility of affordable housing, while maintaining the quality of housing. (Program 9)

AFH Identified Fair Housing Issue	Contributing Factors	Meaningful Actions
		▪ Continue to utilize funds to expand affordable housing projects that target and address special needs populations with the goal of facilitating the development of 80 units affordable to extremely low-income residents over eight years. (Program 16) ▪ Update the City's zoning code to be consistent with State Density Bonus Law and promote the density bonus program to developers (Program 17) ▪ Encourage innovative housing structures, such as micro-unit housing and new shared and intergenerational housing models to help meet the housing needs of aging adults, students, and lower-income individuals citywide. (Program 19) ▪ Monitor lot splits and two-unit developments under SB 9, provide technical assistance to homeowners, and develop or adjust development standards as needed. Provide easily accessible information and resources about SB 9 on the City website by January 2025 as a way to promote affordable housing in higher-resource neighborhoods. (Program 26) ▪ Prioritize the high and moderate resource areas east of N. Sunset Avenue when identifying potential sites for Habitat for Humanity builds (Program 26). ▪ At least once annually, provide an informational workshop (in-person or online) on accessory dwelling units (ADUs), and target outreach to residents in the high and moderate resource areas east of N. Sunset Avenue. The first workshop shall occur by December 15, 2024. Objective is to have at least five workshop attendees. (Program 28)

AFH Identified Fair Housing Issue	Contributing Factors	Meaningful Actions
Improving place-based strategies to encourage community conservation and revitalization, including preservation of existing affordable housing	▪ Shortage of subsidized housing units ▪ Cost of repairs or rehabilitation ▪ Dominance of single-family housing, which is typically more expensive than multi-family ▪ Limiting local land use policies	▪ Beginning 2025, provide annual trainings during the 6th Cycle Housing Element planning period to improve capacity of building and code enforcement staff to work with diverse communities, in a culturally competent manner with a focus on problem solving and with connections to social and economic support services. (Program 1) ▪ Seek funding to assist local property owners/managers operating rental housing in need of rehabilitation. The goal of this action is to preserve "naturally occurring affordable housing". Focus of program resources will be advanced using principles to Affirmatively Further Fair Housing. Apply for, or assist with applications for, at least two funding grants during the planning period. (Program 2) ▪ Prioritize investments in public facility and infrastructure projects that improve the quality of life for residents in Downtown Banning and the neighborhood east of N. San Gorgonio Avenue and north of I-10, with input from community members and stakeholders. Apply for at least two grants for public works improvements in these neighborhoods during the planning period. (Program 3) ▪ Coordinate public improvements in areas where residential development is anticipated to facilitate revitalization, such as neighborhoods north of W. Ramsey Street and in neighborhoods with sites that will be rezoned to VHDR. (Program 4) ▪ Apply for a minimum of 3 funding applications to support placemaking activities and/or infrastructure improvements in central, southern, and eastern Banning during the planning period. (Program 18) ▪ Assist 20 extremely low, very low, and low-income homeowners with small home loans for establishing energy efficiency measures and executing rehabilitation repairs by the end of the planning period. (Program 20) ▪ Assist at least 8 extremely low, very low, and low-income homeowners with larger home loans for establishing energy efficiency measures and executing rehabilitation repairs by the end of the planning period. (Program 21) ▪ Connect neighborhoods of all income levels and demographic makeup through small placemaking projects and activities accessible to all persons, including persons with disabilities. Complete at least three placemaking activities in eastern, southern, or central Banning by the end of 2028. (Program 24) ▪ Expand public outreach to target all neighborhoods and educate people from all types of community groups on new and upcoming neighborhood projects and activities. Engage at least one new neighborhood-based group from the neighborhoods of eastern, central, or southern Banning in neighborhood projects or activities by 2028. (Program 24) ▪ Annually examine the need for infrastructure and secure funding for 3 improvement projects over the planning period within the CDBG target area of central and eastern Banning that improves the amenities in neighborhood parks and sidewalk conditions to enhance the

AFH Identified Fair Housing Issue	Contributing Factors	Meaningful Actions
		quality of life of residents in the LMI designated neighborhoods which is where the majority of housing opportunities will be with implementation of the rezone program. (Program 24) ▪ Prioritize housing capacity, housing and infrastructure resources and investments, policies, and incentives for market rate and affordable housing development in eastern, central, and southern Banning, and annually monitor progress. (Program 26) ▪ In order to mitigate the loss of affordable housing units, require new housing developments to replace all affordable housing units lost due to new development. (Program 27) ▪ Contact commercial developers and discuss opportunities for the development of a grocery store in East Banning by January 2025. Prepare market analysis to support grocery store development by January 2026 (Program 24).
Protecting existing residents from displacement	▪ Lack of information about homeownership assistance programs and homeownership support	▪ Utilize DAP funding to provide assistance to 40 very-low and low-income households during the planning period. (Program 13) ▪ Annually conduct a multimedia campaign (i.e., social media) to encourage residents to learn about the DAP. The first campaign is to be completed by the end of December 2023. (Program 13) ▪ Provide information regarding the Mortgage Credit Certificate (MCC) Program to eligible home buyers. (Program 14) ▪ Coordinate proactively with Riverside County on annual monitoring of the effectiveness of the MCC program. (Program 14) ▪ Annually conduct a multimedia campaign (i.e., social media) to encourage residents to learn about the MCC Program. The first campaign is to be completed by the end of December 2025. (Program 14)

No policies or programs in the Housing Element have been identified as barriers to fair housing practices in Banning. In addition to federal fair housing laws, existing City policies and programs are already in place to increase affordable housing options, as well as ensure the provision of housing to many different population groups, including persons living with disability, large families, farmworkers, and persons who would benefit from supportive and/or transitional housing. The implementation of identified programs would further existing fair housing practices by expanding outreach strategies to include populations that live on lower household incomes and/or those who would be more receptive through Spanish language communication.

Additionally, while the County of Riverside AI lists several impediments to fair housing in Banning, the City is working separately to address impediments, and will address the remainder through implementing programs of this Housing Element. As for the regional impediments noted in the County of Riverside AI, AFFH programs in this Housing Element will work to increase fair housing practices such as outreach and education through social media and providing resources such as fair housing counseling and mediation, including targeting populations that have historically had fewer housing choices; promote equitable employment, and continue existing work with the FHCRC.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

May 19, 2023

City Manager Doug Schulze
City of Banning
99 East Ramsey Street
Banning, CA 92220

Dear City Manager Doug Schulze:

RE: Failure to Adopt a Compliant 6th Cycle Housing Element – Letter of Inquiry

The purpose of this letter is to inquire about the status of Banning's (City) 6th cycle planning period (6th cycle) housing element pursuant to Government Code section 65588, subdivision (e). As you are aware, the 6th cycle update was due October 15, 2021.

Therefore, the City is out of compliance with State Housing Element Law (Article 10.6 (commencing with section 65580) of Chapter 3 of the Government Code). The California Department of Housing and Community Development (HCD) is requesting the City provide a specific timeline for (1) submitting an updated draft housing element and (2) obtaining compliance with State Housing Element Law no later than June 9, 2023.

6th Cycle Housing Element Submission and Review History

The 6th cycle planning period for the City of Banning is October 15, 2021, through October 15, 2029. The City failed to adopt a compliant housing element by its 6th cycle due date of October 15, 2021, pursuant to Government Code section 65588. HCD records are as follows:

- On July 22, 2021, the City submitted a draft housing element to HCD for review.
- On September 17, 201, HCD issued a findings letter to the City noting multiple revisions necessary for the housing element to be compliant with State Housing Element Law.
- On November 10, 2021, the City submitted an element adopted on November 9, 2021, to HCD for review.
- On February 8, 2022, HCD issued a second findings letter to the City noting revisions were still necessary for the housing element to be compliant with State Housing Element Law.
- On January 20, 2023, the City submitted informal revisions to HCD for review.

AB 1398, Statutes of 2021

Please note, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), a jurisdiction that fails to adopt a compliant housing element within one year from the statutory deadline cannot be found in compliance until any rezones necessary to accommodate a shortfall of sites are completed. (Gov. Code, § 65583, subd. (c)(1)(A), Gov. Code, § 65583.2, subd. (c).)

Consequences of Noncompliance

Various consequences may apply if the City does not have a housing element in compliance with State Housing Element Law. First, noncompliance result in ineligibility or delay in receiving state funds that require a compliant housing element as a prerequisite, including, but not limited to, the following:

- Permanent Local Housing Allocation Program
- Local Housing Trust Fund Program
- Infill Infrastructure Grant Program
- SB 1 Caltrans Sustainable Communities Grants
- Affordable Housing and Sustainable Communities Program

Second, jurisdictions that do not meet their housing element requirements may face additional financial and legal ramifications. HCD may notify the California Office of the Attorney General, which may bring suit for violations of State Housing Element Law. Further, state law provides for court-imposed penalties for persistent noncompliance, including financial penalties. For example, Government Code section 65585, subdivision (l)(1), establishes a minimum fine of $10,000 per month, up to $100,000 per month. If a jurisdiction remains noncompliant, a court can multiply those penalties by a factor of six. Other potential ramifications could include the loss of local land use authority to a court-appointed agent.

In addition to these legal remedies available in the courts, under the Housing Accountability Act (Gov. Code, § 65589.5, subd. (d)), jurisdictions without a substantially compliant housing element cannot rely on inconsistency with zoning and general plan standards as a basis for denial of a housing project for very low-, low-, or moderate-income households.[1]

[1] For purposes of the Housing Accountability Act, housing for very low-, low-, or moderate-income households is defined as having at least 20 percent of units set aside for low-income residents or 100 percent of units set aside for middle-income residents. (Gov. Code § 65589.5, subd. (h)(3).)

Conclusion

HCD recognizes that, ultimately, state housing laws are effective only with the cooperation of local governments and understands staffing and resource constraints that may hinder efforts to gain compliance. However, housing elements are essential to developing a blueprint for growth and are a vital tool to address California's prolonged housing crisis. Accordingly, state law has established clear disincentives for local jurisdictions that fail to comply with State Housing Element Law. To meet the 6th cycle update requirements, the City must submit a draft housing element to HCD for review, consider HCD's written findings, adopt the housing element, and submit it to HCD for review and determination of substantial compliance. (Gov. Code, § 65585.)

HCD will consider any written response before taking further action authorized by Government Code section 65585, subdivision (j), including referral to the California Office of the Attorney General.

If you have any questions or would like to discuss the content of this letter, please contact Kevin Hefner of our staff at Kevin.Hefner@hcd.ca.gov.

Sincerely,



Melinda Coy
Proactive Housing Accountability Chief

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

July 20, 2023

City Manager Doug Schulze
City of Banning
99 East Ramsey Street
Banning, CA 92220

Dear City Manager Doug Schulze:

RE: City of Banning Failure to Adopt a Compliant 6th Cycle Housing Element – Notice of Violation

The California Department of Housing and Community Development (HCD) has reviewed its records in connection with the Letter of Inquiry sent on May 22, 2023, regarding the City of Banning's (City) 6th cycle housing element. The letter requested an update by June 9, 2023, on the status of the City's housing element, specifically an updated timeline for the City's estimated (1) updated draft housing element and (2) ultimate compliance with State Housing Element Law. To date, HCD has not received a written response. The City's most recent draft does not comply with requirements under State Housing Element Law (Article 10.6 (commencing with section 65580) of Chapter 3 of the Government Code), and the City's current housing element compliance status is inconsistent with Government Code section 65588, subdivision (e). Therefore, the City is in violation of State Housing Element Law (Gov. Code, § 65585).

Under Government Code section 65585, HCD must review any action or failure to act that it determines to be inconsistent with either an adopted housing element or Government Code section 65583. HCD must then issue written findings to the local government. (Gov. Code, § 65585, subd. (i).) Additionally, HCD must notify a local government when that local government takes actions that violate Government Code sections 65589.5 and 65583 and may refer such violations to the California Office of the Attorney General. (Gov. Code, § 65585, subds. (i)(1), (j).)

6th Cycle Housing Element Submission and Review History

The 6th cycle planning period for the City of Banning is October 15, 2021, through October 15, 2029. The City failed to adopt a compliant housing element by its 6th cycle due date of October 15, 2021, pursuant to Government Code section 65588. HCD records are as follows:

- On July 22, 2021, the City submitted a draft housing element to HCD for review.
- On September 17, 2021, HCD issued a findings letter to the City noting multiple revisions necessary for the housing element to be compliant with State Housing Element Law.
- On November 10, 2021, the City submitted an element adopted on November 9, 2021, to HCD for review.
- On February 8, 2022, HCD issued a second findings letter to the City noting revisions were still necessary for the housing element to be compliant with State Housing Element Law.
- On January 20, 2023, the City submitted informal revisions to HCD for review.

Technical Assistance Offered

HCD has made resources and technical assistance available to assist local jurisdictions in creating comprehensive housing elements. This includes $123 million in planning grants for regions, cities, and counties to prepare, adopt, and implement plans that streamline housing approvals and accelerate housing production. Under that program, the City was awarded $160,000 through SB 2 and $150,000 through the Local Early Action Planning Grant for local planning activities.

Consequences of Noncompliance

Various consequences may apply if the City does not have a housing element in compliance with State Housing Element Law. First, noncompliance results in ineligibility or delay in receiving state funds that require a compliant housing element as a prerequisite, including, but not limited to, the following:

- Permanent Local Housing Allocation Program
- Local Housing Trust Fund Program
- Infill Infrastructure Grant Program
- SB 1 Caltrans Sustainable Communities Grants
- Affordable Housing and Sustainable Communities Program

Second, jurisdictions that do not meet their housing element requirements may face additional financial and legal ramifications. HCD may notify the California Office of the Attorney General, which may bring suit for violations of State Housing Element Law. Further, state law provides for court-imposed penalties for persistent noncompliance, including financial penalties. For example, Government Code section 65585, subdivision (l)(1), establishes a minimum fine of $10,000 per month, up to $100,000 per month. If a jurisdiction remains noncompliant, a court can multiply those penalties by a factor of six. Other potential ramifications could include the loss of local land use authority to a court-appointed agent.

In addition to these legal remedies available in the courts, under the Housing Accountability Act (Gov. Code, § 65589.5, subd. (d)), jurisdictions without a substantially compliant housing element cannot rely on inconsistency with zoning and general plan standards as a basis for denial of a housing project for very low-, low-, or moderate-income households.[1]

Finally, please note that pursuant to Government Code section 65588, subdivision (e)(4)(C)(iii), a jurisdiction that fails to adopt a compliant housing element within one year from the statutory deadline cannot be found in compliance until any rezones necessary to accommodate a shortfall of sites pursuant to Government Code sections 65583, subdivision (c)(1)(A), and 65583.2, subdivision (c), are completed.

Findings and Conclusion

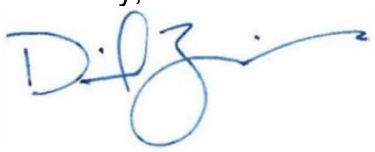
HCD finds that the City has failed to adopt a housing element that meets the requirements of State Housing Element Law and is therefore in violation of those statutes. Under Government Code section 65585, subdivision (i), HCD must give the City a reasonable time, no longer than 30 days, to respond to these findings. Therefore, the City has until August 18, 2023, to provide a written response to this notice before HCD may take any of the actions authorized by section 65585, including, but not limited to, referral to the California Office of the Attorney General. In addition, pursuant to Government Code Section 65585, subdivision (k), HCD would like to schedule two meetings in person or via telephone within the next 30 days to discuss the City's failure to adopt a compliant housing element.

Ultimately, state housing laws are effective only with the cooperation of local governments. HCD understands that local governments may encounter staffing and resource constraints in their efforts to gain compliance. However, housing elements are essential to developing a blueprint for growth and are a vital tool to address California's prolonged housing crisis. Accordingly, state law has established clear disincentives for local jurisdictions that fail to comply with State Housing Element Law. To meet the 6th cycle update requirements for a substantially compliant housing element, the City must consider HCD's written findings from previous drafts, adopt the housing element, and submit it to HCD for review and certification before it can be considered compliant. (Gov. Code, § 65585.)

[1] For purposes of the Housing Accountability Act, housing for very low-, low-, or moderate-income households is defined as having at least 20 percent of units set aside for low-income residents or 100 percent of units set aside for middle-income residents. (Gov. Code § 65589.5, subd. (h)(3).)

HCD will consider any written response before taking further action authorized by Government Code section 65585, subdivision (j). If you have any questions or would like to discuss the contents of this letter, please contact Kevin Hefner of our staff at Kevin.Hefner@hcd.ca.gov.

Sincerely,



David Zisser
Assistant Deputy Director
Local Government Relations and Accountability

cc: Attorney General of California

City of Banning Informal Preliminary Review/Comment Tracker

Received: 1/20/2023

Prior Review: 2/8/2023

Comment	Page #	Prelim Review	Notes (Rincon/City of Banning)
Review and Revise			
To address this finding, the element discussed the cumulative effect of the proposed 6th cycle housing element programs related to special needs populations. However, as stated in HCD's prior review, the element must include an analysis of the cumulative effectiveness of past programs from the 5th cycle in addressing the housing needs of special needs populations (e.g., elderly, persons with disabilities, large households, female headed households, farmworkers, and persons experiencing homelessness).	83-119	Yes	Completed and accepted by HCD with "Yes" comment on preliminary review.
Affirmatively Furthering Fair Housing			
Enforcement: While the revised element includes an analysis of fair housing complaints, as stated in HCD's prior review, the element must describe the City's compliance with existing fair housing laws and regulations. For additional information, please see pages 28-30 on HCD's Affirmatively Furthering Fair Housing (AFFH) Guidance Memo at https://www.hcd.ca.gov/community-development/affh/index.shtml.	C-4-	Yes	Completed and accepted by HCD.

Goals, Priorities, Metrics, and Milestones: The revised element included meaningful actions, metrics and milestones, and clear identification of fair housing issues. However, as stated in HCD's prior review, many of the actions have not been incorporated into housing element programs. The element should incorporate fair housing actions listed on pages 63-65 including metrics and milestones into new or existing programs.	94-	TBD	HCD continuing to evaluate Program 26 was revised to explain site selection and to require implementation of additional programs, policies, zoning text amendments by 2025
Housing Needs Assessment			
Overcrowding: The revised element states that data on overcrowded households is not available at the local level and instead provided data on County overcrowding rates. However, Southern California Association of Governments (SCAG) local data housing packages, pre-certified by HCD does include local data on overcrowding. To access SCAG's data packages, please visit: https://scag.ca.gov/local-housing-data (https://scag.ca.gov/sites/main/files/file-attachments/banning-he-0421.pdf?1620801398)	12-	Yes	Completed and accepted by HCD.
Sites Inventory and Analysis			
Realistic Capacity: While the element included a statement related to typical mixed-use projects, it was not revised to address this requirement. Please see HCD prior review for additional information. *Prior Review*: Realistic Capacity: The element states that realistic capacity on nonvacant sites will be 75% of the maximum density (p. 67). This assumption was based on development patterns, past applications, conversation with landowners, and development standards. However, the analysis needs to include specific information on these factors to support this assumption. The element can include a list of examples for past projects on nonvacant sites that met or exceeded 75 percent of the maximum density, summary of conversations with landowners, and a more thorough analysis of development patterns. In addition, the element identified nonvacant sites where the existing use is commercial. As part of analyzing realistic capacity for nonvacant sites, the analysis should consider the	69 72	~/N	*supporting information for assumptions* *likelihood of non-residential uses OK* In 2022, City rezoned 16 residential parcels to VHDR or HDR. Combined with (units VLI credit and pipeline projects, this meets the RHNA and analysis of other sites is not needed. However, programs policies and zoning amendments for nonvacant sites will be

likelihood for residential development. The analysis can include discussing whether the current zoning is for residential, mixed-use or commercial, any performance standards requiring residential or commercial, incentives for residential development, past production trends.			considered for the future orderly development of the City.
Suitability of Nonvacant Sites: While the element was revised to identify a variety of factors utilized to identify sites that will redevelop during the planning period, it must provide support for these assumptions. For example, the element should analyze and discuss how these factors are indicative of redevelopment potential. In discussing existing uses, the revised element categorized most uses as residential and some as single family or apartments. For sites that were identified as residential, the element should clarify the type of residential that exists on the site and support the potential for additional residential development with related trends and other factors. Additionally, the sites inventory categorized sites by whether the use is operating, marginal or discontinued and identified most uses as operating. To facilitate an analysis demonstrating development potential, the element needs to address whether operating uses will impede or facilitate additional development. Lastly, the element included one sentence stating that Moreno Valley **(p40)** has seen redevelopment trends; however provided no discussion and analysis of how that relates to the City of Banning.	70- 77-	No	*Should relate trends to factors utilized to identify nonvacant sites* *Should evaluate extent existing uses impede additional development* In 2022, City rezoned 16 residential parcels to VHDR or HDR. Combined with (units VLI credit and pipeline projects, this meets the RHNA and analysis of other sites is not needed. However, programs policies and zoning amendments for nonvacant sites will be considered for the future orderly development of the City.
Zoning for a Variety of Housing Types			
(Emergency Shelters): While the revised element stated that emergency shelters are allowed in the Airport Industrial (AI) zone, as stated in HCD's prior review, the element must clarify whether emergency shelters are allowed in at least one zone without discretion. Secondly, the element acknowledges that the AI zone is not in proximity to services. As stated in HCD's prior review, element must include a program committing allow	22 101 102	Yes/FYI	*Program 9 should clarify without discretionary action. See suggestion in blue:* ▪ *Review and amend the Zoning Ordinance by October*

emergency shelters in at least one appropriate and suitable zone, without discretion.			*2022 to ensure emergency shelters are permitted by right (without discretionary action) in the Public Facility zone.* This was completed and is addressed in Program 9. *Must address AB 2339 with future submittals.* This was completed and is addressed in Programs related to emergency shelters
Governmental Constraints			
Constraints on Housing for Persons with Disabilities: While the revised element included a program to allow group homes with objectivity and certainty, as stated in HCD's prior review, the element must address excluding residential care facilities (group homes) for seven or more from other residential zones such as low-density zones. Please see HCD's prior review for more information.	49-101	No	*Program 8 should be revised to clarify in all residential zones. See suggestion in blue:* *Amend the ordinance to allow group homes in all residential zones to be permitted ~~as~~ similar to other residential uses in the same zone, by October 2023.* This was completed and is addressed in Programs 8, 9
Housing Programs: Adequate Sites			

As noted in Finding B3, the element does not include a complete site analysis, therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types.		TBD	The revised Housing Element relies solely on sites already rezoned to VHDR, HDR, a project approved with 9 VLI units, and pipeline projects. Other vacant and nonvacant sites are not currently needed to meet the RHNA.
Program 9 – Zoning Ordinance Monitoring: This program commits to amend the zoning ordinance to comply with AB 139 by permitting emergency shelters by right in all residential zones. For your information, AB 139 (Chapter 335, Statutes of 2019) is related to parking standards not zoning. Specifically, AB 139 requires only sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone. This program should be revised to clarify what actions will be taken regarding emergency shelters	102	No	*Program 9 should clarify parking only sufficient for staff. See suggestion in blue* ▪ *Amend the Zoning Ordinance by October 2022 to comply with AB 139 to ensure standards only require parking sufficient for staff working and do not require parking for emergency shelters than other residential or commercial uses within the same zone.* This was completed and is addressed in Program 9
Housing Programs: Constraints			
Program 9 – Zoning Ordinance Monitoring: While the element revised Program 9 to remove subjective text related to residential care facilities, HCD's prior review stated that the element needs to include a program removing constraints to the reasonable accommodation process through revising findings related to character and the sensitivity of neighborhoods.	49 102	Yes	Program 9
Quantified Objectives			

Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b)(1 & 2).) While the revised element included quantified objectives for constructing units for extremely low-income households, it did not include objectives for rehabilitation and conservation/preservation.	120	~/?	*Conservation objectives for lower income households?* Completed and addressed in Programs 2, 4, and 5
Other Revisions			
Public participation	5		
Homelessness			
Other			
Public comments			
Document availability			
Rezone timing		FYI/?	*Program 4*
50% nonvacant resolution			
Electronic sites inventory			Completed and addressed by 2022 rezone of VHDR and HDR sites
AB 2339			

City of Banning

Community Development Department

99 East Ramsey Street, Banning, CA 92220

September 21, 2023

Department of Housing and Community Development
Division of Housing Policy Development
Attn: Melinda Coy
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833

SUBJECT: 6TH Cycle Housing Element Update Adoption Schedule for City of Banning

Dear Ms. Coy:

It was a pleasure meeting with you and other Staff from Housing and Community Development to ascertain why the City of Banning is currently in a Noncompliance Status for the adoption of the 6th Cycle Housing Element. We appreciate your understanding and suggestions. The City of Banning wishes to take advantage of your generous offer to work directly with Tristan Lanza and Paul McDougal to preview the City's responses to HCD's comments from July 13, 2023. The City requests a Teams Meeting that meets with the approval of HCD Staff schedules the week of October 2, 2023.

City of Banning Staff, in concert with our Consultant, Emily Green with Rincon Consultants, Inc., have been working to address the comments provided by HCD after an informal review. We have responded to those comments and expect to have a screencheck draft completed for internal review by the end of next week. The City also held a 2-hour long public workshop on Friday, August 18, 2023 to discuss the status of the Housing Element, why HCD did not certify the City of Banning's 6th Cycle Housing Element, and how the City will address each of HCD's comments. City staff also conducted a lengthy question and answer period.

As discussed at our Teams meeting on September 20, 2023, the City of Banning's 6th Cycle Housing Element Update has been stalled because the Land Use Amendments have not been adopted. The City Council has directed that a General Plan Advisory Committee (GPAC) provide oversight regarding amendments to the Circulation and Land Use Elements of the General Plan. The GPAC meets monthly and there are still several issues that remain for discussion. To expedite the Land Use Amendments, it was suggested that the City bifurcate the Land Use and "pull out" those parcels directly affected by the Housing Element Site Inventory Analysis, and review and approve only those parcels at this time. The City's anticipated schedule for the completion of the 6th Cycle Housing Element and Land Use Amendments to accommodate the RHNA is as follows:

08/18/2023 Housing Element Public Workshop (Completed)

10/02/2023 (On or about this date) Meet with HCD Staff to preview City's responses to HCD comments

10/24/2023 Draft 6th Cycle Housing Element available for public review and comment prior to hearing

11/01/2023 Planning Commission Public Hearing to Recommend Re-Adoption of Housing Element

11/28/2023	City Council is Dark the week after Thanksgiving
12/06/2023	Planning Commission Public Hearing to Amend Land Use Map per H.E. Site Inventory Analysis
12/12/2023	City Council Public Hearing to Re-Adopt Housing Element
12/19/2023	On or before this date, submit Housing Element to HCD for Certification Review
12/26/2023	City Council is Dark the week after Christmas
01/09/2024	City Council Public Hearing to Amend Land Use Map per H.E. Site Inventory Analysis
01/16/2024	On or before this date, submit signed City Council Resolution to HCD as verification of Rezone
02/19/2024	HCD 60-Day Certification Review Period concludes

The City of Banning is committed to complete the 6th Cycle Housing Element pursuant to the schedule above. If unanticipated delays occur for any reason, City Staff shall advise HCD immediately of any changes in the processing milestones. If you have any questions or concerns, or require additional information, you may contact me directly at epapp@banningca.org or (951) 922-3152.

Very Sincerely Yours,

Emery J. Papp

Emery J. Papp
Senior Planner

Print Form

Notice of Determination

Appendix D

To:

☐ Office of Planning and Research

U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: Riverside
Address: P.O. Box 751
Riverside, CA, 92502-0751

From:

Public Agency: City of Banning
Address: 99 E Ramsey Street
Banning, CA 92220
Contact: Emery J. Papp, Senior Planner
Phone: (951) 922-3152

Lead Agency (if different from above):

Address:

Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: GPA 23-2502 City of Banning Housing Element Update

Project Applicant: City of Banning

Project Location (include county): City of Banning, Riverside County

Project Description:

The Project consists of revisions to a previously adopted 6th Cycle Housing Element Update. GPA 23-2502 will update the City of Banning Housing Element and resubmit to HCD for certification review as part of the 6th Cycle of required updates for the SCAG region. The project is consistent with a Negative Declaration previously prepared for this effort and pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) of the CEQA Guidelines, no further analysis is required.

This is to advise that the Banning City Council has approved the above
(☒ Lead Agency or ☐ Responsible Agency)

described project on 01/09/2024 (date) and has made the following determinations regarding the above described project.

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☐ were ☒ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☐ was ☒ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☐ were ☒ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:
99 E. Ramsey Street, Banning, CA 92220

Signature (Public Agency): _____ Title: _____

Date: _____ Date Received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-14, Approval of Cost of Services Study and the Proposed Amendment to the City of Banning City-wide Master User Fee Schedule for the following City Departments and Fee Groups: Fire**

RECOMMENDATION:

1.Waive full reading and introduce, as read by title only, Ordinance 1599, An Ordinance of the City of Banning, California, Amending Table B (Public Safety Services) of Section 3.36.080 (Schedule of Fees and Service Charges) of Chapter 3.36 (Fee and Service Charge Revenue/Cost Comparison) of Title 3 (Revenue and Finance) of the Banning Municipal Code to Add References to Fees and Charges for Fire Inspections of Existing Businesses and Operational Fire Permits, and Making a Determination of Exemption from the California Environmental Quality Act, and

2. Adopt Resolution 2024-14 approving the Proposed Amendments to the Master User Fee Schedule to Establish Fees and Charges for the Annual Fire Inspections, Operational Permits, Fire Safety Permit Inspections, and Plan Check Review Services.

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's existing Contract with Riverside County Fire Department includes one (1) hourly rate ($189 per hour) for all Plan Checking and Inspection Services. The adopted 2019 Master Fee Schedule of User Fees never incorporated an updated Fee Schedule for Fire Planning and Inspection Services. As such, the City is losing money through the administration of Fire Protection Services related to private development projects, new and redeveloped businesses. This practice does not implement the City policy that development must pay-their-own-way. The City of Banning contracts with Riverside County for both Fire Suppression and Protection Services. As part of this contract, Riverside County provides qualified and experienced staff to provide fire protection and prevention services through the review of codes, examination of plans, issuance of permits, and scheduling of inspections for a wide variety of land uses.

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.

Recently the City decided to initiate an amendment to the County Fire Services Contract which 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.

The Fee Schedule will also update permit and plan checking fees associated with the existing permit structure of the Building & Safety Department.

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 is required to ensure compliance with the Council’s policy of total cost recovery related to development and business related activities.

The Fee Schedule has been developed by the Riverside County Fire Marshal’s Office and implemented in several other Cities as part of their Annual Inspection Programs. The Fee Schedule will be applied on a permit-by-permit basis as applicable to the business need. This program differs from the construction and inspection process required for new development or businesses in the City, rather the program is applied to existing businesses operating under a valid City permit and business license. Items to be inspected annually can include sprinklers, alarm systems, command centers, and extinguishers, just to name a few.

Riverside County Fire Department contracts with both the Cities of Banning and Beaumont. The County provides staffing for Fire Plan Checking and Inspection Services, as well as conducting Annual Compliance Inspections for existing businesses and issuing Operational Permits for certain Commercial and Industrial facilities. The City of Banning’s contract with Riverside County Fire differs in the amount of our Fully Burdened Hourly Rate, which is $189.00 per hour versus $149.97 per hour which is charged in the City of Beaumont. The difference in this contracted rate is due solely to the number of staff provided in the City of Beaumont and a policy direction from the Beaumont City Council to subsidies certain fees charged through to the development community.

The methodology utilized in the Fee Study, for this analysis, is the "costs reasonably borne" test established by Section 8(c) of Proposition 4, now Article XIIIB of the California Constitution. The Fee Study has analyzed the ways in which Fire support services can be financed more equitably to assure the City's future financial viability. The Fire Department relies on the authority granted by the all of the provisions and appendices of the 2022 California Fire Code, as amended and adopted by the City in December of 2022 (e.g., Tri-Annual Building Code Update).

The methodology followed determines the full business cost of providing the reported City services, by Riverside County Fire. It also identifies the beneficiaries of those services and determines if they are paying in relationship to benefits derived or if they are deserving of a subsidy paid from the taxes paid by all local citizens and businesses. The Council’s policy is that Development Review Services (i.e.,

entitlements, building, grading, public works, engineering, fire, and electrical permit review support services) are responsible for 100% of their reasonably assessed costs. There is no subsidy for such services, with one (1) exception, that being the Preliminary Application Conference (or "Pre-App") review. This is a one (1) hour maximum meeting with City Development Review Staff that can advise new applicants, owners, and developers on the potential requirements, restrictions, and fees associated with a new, and sometimes "highly speculative" project. A recent example of a completed PAC application is a proposed Car Wash located at the southwest corner of West Ramsey St. and 8th Street (adjacent to the Rite Aid) which would replace the expired application for an Arby's® Restaurant.

Appendix D: Fire Prevention Fees, located on pages 421-428 of the Fee Study, identifies the number of hours (rounded to the nearest ¼ hour) that Fire Prevention Staff requires to conduct each plan check review or inspection. These timeframes were established by the Riverside County Office of the Fire Marshal through documentation of "real" hours dedicated to each case or application type. For example, a Fire Safety Specialist (entry level staff for the City of Banning) will spend an average of 3.75 hours to conduct a full plan check review of a commercial tenant improvement (with a Hazardous Use) for a building that ranges between 25,001 and 50,000 square-feet and the same amount of time conducting inspections for the same building.

The range in square-footage is the same methodology used by the City to conduct Building Plan Review and Inspections and each timeframe anticipates a maximum of three (3) rounds of plan checking and a maximum of three (3) inspections per item (e.g., three inspections for the Tenant Improvement, three inspections for the New Alarm System, etc.). It is the City's policy to charge an hourly rate of $189.00, in 1.5 hour increments, for any additional plan check reviews or inspections that exceed the limit of three per item. However, this occurred in less than 5% of the total number of permits for calendar year 2022 (City of Banning Building and Safety Division, Permit Servicing (January, 2024).

FISCAL IMPACT:

The Staff Report was prepared by the Community Development Director, respectively, as part of their normal course of duties and responsibilities. The City Attorney's office reviewed the draft Ordinance and Resolution. No additional costs were incurred.

Upon adoption and implementation of the amended Fire fee schedule within the Master User Fee Schedule, City 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. Take no action and provide feedback to staff.
2. Continue and request additional research from staff.
3. Suggest modifications to the individuals fees (e.g., subsidies, removal of individual line items, etc.)

ATTACHMENTS:

1. Resolution 2024-14.docx
2. EXHIBIT A.pdf
3. Banning_-_Ordinance_No._1599__Schedule_of_Fees_and_Service_Charges_.pdf
4. Banning_-_Public_Hearing_Notice__Ord._1599_User_Fees__20240109.pdf
5. Attachment D - Beaumont Cost of Services Study updated 01.24.23.pdf

RESOLUTION 2024-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE COST OF SERVICES STUDY FOR THE CITY OF BEAUMONT, DATED SEPTEMBER 2022, AND ADOPTING AN AMENDMENT TO FIRE CITY DEPARTMENT AND FEE GROUP SCHEDULE OF THE MASTER USER FEE SCHEDULE TO ADOPT NEW FEES AND CHARGES FOR ANNUAL FIRE INSPECTIONS AND PLAN CHECKS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City of Banning ("City") has initiated a Municipal Code amendment to modify Table B ("Public Safety Services") of Section 3.36.080 ("Schedule of Fees and Service Charges") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code ("BMC") to add references to fees and charges for fire inspections of existing businesses and operation fire permits; and

WHEREAS, in adopting BMC Chapter 3.36, the City Council of the City of Banning (the "City Council" of the "City") established the requirement for the ascertainment and recovery of costs reasonably borne, from fees and charges levied therefore, in providing the regulation, products, and services enumerated in Chapter 3.36; and

WHEREAS, BMC Section 3.36.040 directs the City Manager to annually/seasonally review fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in Chapter 3.36 and recommend changes to the City Council for adoption; and

WHEREAS, the fees set forth in BMC Section 3.36.080 are less than the City's current cost of providing annual fire inspection and plan check services; and

WHEREAS, Section 66014 of the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*) authorizes the City to impose fees for building inspections and planning services under the authority of Chapter 3 ("Local Planning") of Division 1 of Title 7 of the Government Code (§ 65100 *et seq.*) or under any other authority, provided those fees do not exceed the estimated reasonable cost of providing the service for which the fee is charged; and

WHEREAS, the Mitigation Fee Act requires that the City prepare a fee study that complies with Government Code Section 66016, and demonstrates that the proposed new fees and increases in existing fees do not exceed the estimated amount required to provide the services for which the fees are levied; and

WHEREAS, Revenue & Cost Specialist, LLC prepared a Cost of Services Study for the City of Beaumont dated September 2022 (the "User Fee Study"). The User Fee Study sets forth the methodologies for determining the estimated amount required to provide certain regulations, products, and services for which the proposed user fees and service charges will be levied (see page 13-18) describes the amount of cost, or estimated cost, required to provide certain regulations, products, and services for which the proposed user fees or service charges will be levied (see Appendix D) and the revenue sources anticipated to provide the regulations, products, and services, including General Fund revenues (see Appendix D, pages 421-428), and otherwise satisfies the requirements of the law and the Mitigation Fee Act, with regard to the imposition and collection of certain user fees and service charges; and

WHEREAS, on October 17, 2023, the Budget & Finance Committee of the City Council reviewed the proposed amendment to the Fire City Department and Fee Group schedule of the Master User Fee Schedule and recommended that staff forward the proposed amendment to the City Council for approval; and

WHEREAS, the City has made the User Fee Study available for public inspection and has published and mailed notices of the public hearing to consider the adoption of the proposed amendments to the Fire City Department and Fee Group schedule of the Master User Fee Schedule in accordance with the Mitigation Fee Act; and

WHEREAS, Section 66016(b) of the Mitigation Fee Act provides that any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution;

WHEREAS, in accordance with BMC Section 3.36.050 ("Public Meeting") and of Government Code Section 66016, the City Clerk has caused notice to be provided as set out in the Government Code Section 66000 *et seq.*, and the City Council has received at the January 9, 2024 public meeting, oral and written presentations concerning the fees and charges proposed for those categories of fees and charges set out in Government Code Section 66000 *et seq.* and BMC Section 3.36.080; and

WHEREAS, on January 9, 2024, the City Council held a duly noticed public hearing to consider proposed amendments to Table B ("Public Safety Services") of Section 3.36.080 ("Schedule of Fees and Service Charges") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the BMC ("Code Amendment"), approval of a Cost of Services Study for the City of Beaumont prepared by Revenue & Cost Specialist, LLC, and the adoption of an amendment to the Fire City Department and Fee Group schedule of the Master User Fee Schedule to adopt new fees and charges related to annual fire inspections and plan checks; and

WHEREAS, all legal prerequisites prior to adoption of this Resolution have occurred.

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

Section 1. Adoption and Incorporation of Recitals. The findings and recitals set forth above are true and correct, and are incorporated herein.

Section 2. CEQA Findings. City staff has evaluated the potential environmental impacts of the adoption of the proposed Code Amendment, the approval of the Cost of Services Study for the City of Beaumont, and the adoption of the proposed amendments to the Fire City Department and Fee Group of the Master User Fee Schedule pursuant to the California Environmental Quality Act ("CEQA"). The proposed actions do not constitute a "project" under CEQA pursuant to CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, these actions are statutorily exempt from CEQA under CEQA Guidelines Section 15273(a)(1) because these actions are establishing fees and charges to meet operating expenses, including employee wage rates and fringe benefits. The City Council has reviewed the administrative record concerning the proposed actions and the proposed CEQA determination, and based on its own independent judgment, finds that the proposed actions set forth in this Resolution are not subject to, or exempt

from, the requirements of the CEQA and the State CEQA Guidelines pursuant to CEQA Guidelines Sections 15378(b)(4) and 15273(a)(1).

Section 3. Adoption of Study. The City Council hereby approves the Cost of Services Study for the City of Beaumont, prepared by Revenue & Cost Specialist, LLC and dated September 2022, and the findings contained therein. The City Council further adopts the methodology set forth in the User Fee Study (page 421-428) for calculating and collecting the user fees and service charges adopted herein. A copy of the User Fee Study shall be on file with the City Clerk and available during regular City business hours for public inspection.

Section 4. Adoption of User Fees and Services Charges for Annual Fire Inspections and Plan Checks. The City Council hereby approves and adopts, the amended annual fire inspection and plan check user fees and service charges for the following City departments and fee groups in accordance with the schedule set forth in Exhibit A attached hereto and incorporated herein by reference: Fire.

Section 5. Methodology for Calculation, Adjustment, and Collection of User Fees and Service Charges. The annual fire inspection and plan check user fees and service charges established in Exhibit A are hereby adopted, and shall be calculated, adjusted, and collected in accordance with City ordinances and the User Fee Study. The amount of the user fees and service charges may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index). The calculation for that annual adjustment shall be made using the month of April over the month of April in the prior year.

Section 6. Effective Date of New User Fees and Service Charges. The annual fire inspection and plan check user fees and service charges established by Section 4 of this Resolution shall be effective on the sixtieth (60^{th}) day following the adoption of this Resolution.

Section 7. Repeal of Prior User Fees and Service Charges Adopted by Conflicting Resolutions. Any and all provisions of prior resolutions of the City Council establishing or modifying annual fire inspection and plan check user fees and service charges in the categories set forth in Exhibit A, which duplicate or conflict with the provisions of this Resolution and Exhibit A, are hereby repealed and replaced with the fees and charges set forth in Exhibit A and the terms and conditions established by this Resolution upon the effective date of the new user fees and service charges as provided for in Section 6 of this Resolution.

Section 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Resolution or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared invalid or unconstitutional.

Section 9. 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 9th day of January, 2024.

Alberto Sanchez, 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 2024-14, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR SPRINKLER PERMITS (FSS)		
New 13, 13R Fire Sprinkler System plan check (base fee)	$ 5,198.00	
New 13, 13R Fire Sprinkler System inspection (per sprinkler head)		$ 7.00
New 13D Fire Sprinkler System plan check (base fee)	$ 284.00	
New 13D Fire Sprinkler System inspection (per sprinkler head) (each separate plan type)		$ 7.00
TI 13, 13R Fire Sprinkler System plan check (base fee)	$ 378.00	
TI 13, 13R Fire Sprinkler System inspection (per sprinkler head)		$ 7.00
TI 13D Fire Sprinkler System plan check (base fee)	$ 378.00	
TI 13D Fire Sprinkler System inspection (per sprinkler head)		$ 7.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Plan Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 284.00
FIRE FEES FOR ALARM PERMITS (FAL)		
New Fire Alarm System plan check (base fee)	$ 5,198.00	
New Fire Alarm System inspection (per initiating or notification device)		$ 7.00
TI Fire Alarm System Plan Check (base fee)	$ 378.00	
TI Fire Alarm System Inspection (per initiating or notification device)		$ 7.00
Monitoring Only Plan Check	$ 189.00	
Monitoring Only Inspection		$ 189.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Plan Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR WATER SYSTEM PERMITS (FWT)		
Underground plan check (per connection)	$ 284.00	
Underground inspection (per connection)		$ 378.00
Fire Pump plan check	$ 473.00	
Fire Pump inspection		$ 378.00
Aboveground Temporary Tank plan check	$ 284.00	
Aboveground Temporary Tank inspection		$ 284.00
Emergency Underground Repair plan check	$ 284.00	
Emergency Underground Repair inspection		$ 473.00
Standpipes/Hose valves plan check	$ 284.00	
Standpipes/Hose valves inspection		$ 378.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Plan Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00
FIRE FEES FOR PROTECTION SYSTEMS PERMITS (FPS)		
Special Extinguishing System plan check	$ 473.00	
Special Extinguishing System inspection		$ 284.00
Hood and Duct Extinguishing System plan check (per system)	$ 284.00	
Hood and Duct Extinguishing System inspection (per system)		$ 284.00
Smoke Control - Rationale Analysis and Plan Review	$ 1,040.00	
Smoke Control System inspection		$ 945.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR OTHER SYSTEMS PERMITS (FOS)		
Industrial Oven plan check (per oven)	$ 378.00	
Industrial Oven inspection (per oven)		$ 473.00
Dust Collection System plan check	$ 378.00	
Dust Collection System inspection		$ 473.00
Battery System plan check	$ 378.00	
Battery System inspection		$ 473.00
Refrigeration System < 500 lbs. plan check	$ 5,198.00	
Refrigeration System < 500 lbs. inspection		$ 378.00
Refrigeration System ≥ 500 lbs. plan check	$ 1,890.00	
Refrigeration System ≥ 500 lbs. inspection		$ 473.00
Spray Booths (per booth) plan check	$ 5,198.00	
Spray Booths (per booth) inspection		$ 473.00
Gas Systems (Med Gas, Industrial Gas, LPG) plan check	$ 473.00	
Gas Systems (Med Gas, Industrial Gas, LPG) inspection		$ 378.00
Emergency Responder Radio Coverage plan check	$ 662.00	
Emergency Responder Radio Coverage inspection		$ 1,890.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Plan Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR ACCESS & WATER REVIEWS (FAW)		
Access and Water Supply plan check	$ 189.00	
Access and Water Supply inspection		$ 378.00
Fuel Modification Plan check	$ 378.00	
Fuel Modification inspection		$ 1,890.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Plan Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00
FIRE FEES FOR HAZ MAT PERMITS (FHM)		
Haz-Mat Chem Class <10 Chemicals plan check	$ 284.00	
Haz-Mat Chem Class<10 Chemicals inspection		$ 189.00
Haz-Mat Chem Class 10 - 25 Chemicals plan check	$ 378.00	
Haz-Mat Chem Class 10 - 25 Chemicals inspection		$ 284.00
Haz-Mat Chem Class 26 - 100 Chemicals plan check	$ 662.00	
Haz-Mat Chem Class 26 - 100 Chemicals inspection		$ 378.00
Haz-Mat Chem Class >100 Chemicals plan check	$ 851.00	
Haz-Mat Chem Class >100 Chemicals inspection		$ 5,198.00
Underground Storage Tanks plan check (per tank) Installation or Removal	$ 378.00	
Underground Storage Tanks inspection (per tank) Installation or Removal		$ 189.00
Aboveground Storage Tanks plan check (per tank) Installation or Removal	$ 378.00	
Aboveground Storage Tanks inspection (per tank) Installation or Removal		$ 189.00
Alterations to gas stations plan check (no tank alterations)	$ 284.00	
Alterations to gas stations inspection (no tank alterations)		$ 189.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	

DESCRIPTION	PLAN CHECK	INSPECTION
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Plan Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR HIGH PILE STORAGE PERMITS (FHP)		
High Pile Storage <12,000 sq. ft. PC	$ 378.00	
High Pile Storage <12,000 sq. ft. Insp		$ 473.00
High Pile Storage 12,001 - 50,000 sq. ft. PC	$ 662.00	
High Pile Storage 12,001 - 50,000 sq. ft. Insp		$ 1,890.00
High Pile Storage 50,001 - 100,000 sq. ft.	$ 945.00	
High Pile Storage 50,001 - 100,000 sq. ft. Insp		$ 945.00
High Pile Storage > 100,000 sq. ft. PC	$ 1,229.00	
High Pile Storage > 100,000 sq. ft. Insp		$ 1,229.00
Construction Reinspection Fee (per hour)		$ 284.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 1,890.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 284.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Misc./Over the Counter/ Revisions	$ 378.00	
4th review and subsequent submittals (per hour)	$ 284.00	
Expedited Plan Review (per hour)	$ 284.00	
Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR INSPECTIONS (FIN)		
Residential Care Facility Pre-inspection		$ 189.00
Residential Day Care Facility		$ 189.00
Special Event WITH tents and/or canopies >400 sq. ft.		$ 378.00
Special Event with NO tents and/or canopies		$ 189.00
Carnivals and Fairs		$ 473.00
Explosives or Blasting Agents, use, dispose		$ 1,890.00
Firework Displays		$ 945.00
Complaints (not on fee schedule but is documented under this record type)		$ 0.001
Fire Clearances (not on fee schedule but is documented under this record type for hospital, res. care facility 850 fire clearance, etc)		$ 189.00
Hydrant/Control Valve Flow Test		$ 284.00
Fire Standby (per hour)		$ 284.00
Miscellaneous Inspection (uses 1 hour of the hourly rate fee)		$ 189.00
FIRE FEES FOR ALL ANNUALS (FIRE # FBP, FSM, FMF)		
ANNUAL FIRE CODE PERMITS (CFC OPERATIONAL PERMITS)		
Aerosol Products Level 2 & 3		$ 189.00
Open Flame and/ or Candles in Assembly Occupancies		$ 189.00
Cellulose Nitrate		$ 189.00
Combustible Fibers		$ 189.00
Combustible Materials		$ 189.00
Compressed Gases		$ 189.00
Cryogenic Fluids		$ 189.00
Dispensing of Flammable/Combustible liquids into a vehicle		$ 189.00
Dry Cleaning Plants 1-2 units *(for now uses fee for flam/comb liquids inside <60 gal)*		$ 189.00
Dry Cleaning Plants > 2 units		$ 284.00
Combustible Dust Producing & Operations		$ 189.00
Covered and Uncovered Mall Buildings		$ 284.00
Explosives		$ 189.00
Storage of Fireworks		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
Flammable/Combustible Liquids Inside ≥60 Gal.		$ 189.00
Flammable/Combustible Liquids Inside <60 Gal.		$ 189.00
Flammable/Combustible Liquid Outside/Aboveground tank (per tank)		$ 189.00
Flammable/Combustible Liquid Underground Tanks (per tank)		$ 189.00
Hazardous Materials		$ 189.00
High-Piled Combustible Stock <12,000 sq. ft.		$ 189.00
High-Piled Combustible Stock 12,000 - 100,000 sq. ft.		$ 378.00
High-Piled Combustible Stock >100,000 sq. ft.		$ 662.00
Industrial Ovens/Drying		$ 189.00
Liquefied Petroleum Gases		$ 189.00
Liquid or Gas Filled Vehicles in Assemblies		$ 189.00
Miscellaneous Combustible Storage		$ 189.00
Motor Vehicle Repair		$ 189.00
Tire Storage (outside)		$ 189.00
Places of Assembly		$ 189.00
Pyrotechnical Special Effects		$ 353.00
Spray Booths/ Dipping Operations		$ 189.00
Welding and Cutting		$ 189.00
Special Amusement Buildings		$ 284.00
Lumber yards and woodworking plants		$ 189.00
Wood products		$ 189.00
Magnesium		$ 189.00
Refrigeration Equipment <500 lbs.		$ 189.00
Refrigeration Equipment ≥500 lbs.		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR BUSINESS ANNUALS (FIRE # FBP)		
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures <20,000 sq. ft.		$ 284.00
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures ≥20,000 sq. ft.		$ 473.00
A-2 occupancies: Assembly uses intended for food and/or drink consumption <10,000 sq. ft.		$ 189.00
A-2 occupancies: Assembly uses intended for food and/or drink consumption ≥ 10,000 sq. ft.		$ 284.00
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies <20,000 sq. ft.		$ 284.00
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies ≥20,000 sq. ft.		$ 473.00
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating <20,000 sq. ft.		$ 284.00
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating ≥20,000 sq. ft.		$ 473.00
A-5 occupancies: Assembly uses intended for participation in or viewing outdoor activities.		$ 284.00
B,F,M or S Occupancies < 3,600 Square Feet		$ 189.00
B,F,M or S Occupancies 3,601 - 50,000 Square Feet		$ 378.00
B,F,M or S Occupancies 50,001 - 350,000 sq. ft.		$ 473.00
B,F,M or S Occupancies > 350,000 sq. ft.		$ 945.00
H or L Occupancy		$ 473.00
2nd Re-Inspection Penalty (Penalty of $150 + reinspection fee $150 = $300)		$ 378.00
3rd + Re-inspection Penalty (Penalty of $250 + reinspection fee $150 = $400)		$ 473.00
Work without Permit (PENALTY)		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE FEES FOR MULTI FAMILY ANNUALS (FIRE # FMF)		
R-1 Occupancy (i.e. hotels, motels) ≤25 units		$ 473.00
R-1 Occupancy (i.e. hotels, motels) 26-50 units		$ 567.00
R-1 Occupancy (i.e. hotels, motels) 51-75 units		$ 1,890.00
R-1 Occupancy (i.e. hotels, motels) 76-100 units		$ 851.00
R-1 Occupancy (i.e. hotels, motels) >100 units		$ 945.00
R-2 Occupancy (i.e. Res Permanent 3+) per unit		$ 189.00
Care Facility Commercial 0-50 State Licensed		$ 378.00
Care Facility Commercial 51-99 State Licensed		$ 378.00
Care Facility Commercial 100-150 State Licensed		$ 473.00
Care Facility Commercial ≥ 151 State Licensed		$ 662.00
2nd Re-Inspection Penalty (Penalty of $150 + reinspection fee $150 = $300)		$ 378.00
3rd + Re-inspection Penalty (Penalty of $250 + reinspection fee $150 = $400)		$ 473.00
Work without Permit (PENALTY)		$ 378.00
FIRE FEES FOR STATE MANDATES ANNUALS (FIRE # FSM)		
E Occupancy (Schools) <10,000 sq. ft.		$ 284.00
E Occupancy (Schools) ≥ 10,000 sq. ft.		$ 662.00
Hospitals <10,000 S.F.		$ 284.00
Hospitals ≥ 10,000 S.F.		$ 662.00
Skilled Nursing < 10,000 S.F.		$ 284.00
Skilled Nursing ≥ 10,000 S.F.		$ 662.00
Jail <10,000 S.F.		$ 284.00
Jail ≥ 10,000 S.F.		$ 662.00
High-Rise 75' or more		$ 945.00
Day Care Facilities Commercial 0-50		$ 189.00
Day Care Facilities Commercial 51-100		$ 189.00
Day Care Facilities Commercial 101-150		$ 284.00
Day Care Facilities Commercial >150		$ 284.00
2nd Re-Inspection Penalty (Penalty of $150 + reinspection fee $150 = $300)		$ 378.00
3rd + Re-inspection Penalty (Penalty of $250 + reinspection fee $150 = $400)		$ 473.00
Work without Permit (PENALTY)		$ 378.00

DESCRIPTION	PLAN CHECK	INSPECTION
MISCELLANEOUS FIRE FEES		
Inspection (per hour)		$ 189.00
Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (per hour)	$ 189.00	
Historic (Permits Plus) plan check fee (per hour)	$ 189.00	
Historic (Permits Plus) inspection & permit fee (per hour)	$ 189.00	
Historic (Permits Plus) Weed Abatement fee (per hour)	$ 189.00	
Historic (Permits Plus) business inspection fee (per hour)	$ 189.00	
Historic (Permits Plus) State Mandates fee (per hour)	$ 189.00	
Historic (Permits Plus) Hotel/Motel fee (per hour)	$ 189.00	
Historic (Permits Plus) Apt/Condo fee (per hour)	$ 189.00	
Historic (Permits Plus) Annual Code permit fee (per hour)	$ 189.00	
False Alarm - Residential		$ 189.00
False Alarm - Commercial		$ 189.00
Community Emergency Response Team (CERT), per class		$ 189.00
Annexation Process and Environmental Review, Deposit	$ 189.00	
Conditional Use Permit	$ 473.00	
Conditional Use Permit: Admin & Existing Structure	$ 378.00	
Conditional Use Permit: Amended CUP/Substantial Conformance	$ 189.00	
Custom Home Review	$ 378.00	
Development Agreement, Deposit	$ 473.00	
Development Agreement Amendment, Deposit	$ 378.00	
Environmental Review		
EIR Report Preparation, Deposit	$ 189.00	
Extension of Time	$ 189.00	
General Plan Amendment, Deposit	$ 189.00	
Home Occupation Permit	$ 189.00	
Phasing Map	$ 189.00	

DESCRIPTION	PLAN CHECK	INSPECTION
Plot Plan		
With hearing	$ 473.00	
Without hearing (notice)	$ 473.00	
Without hearing (no notice)	$ 473.00	
Amended plot plan/substantial conformance	$ 189.00	
Administrative (Includes second units)	$ 189.00	
Pre-application Review	$ 473.00	
Specific Plan, Deposit	$ 378.00	
Specific Plan Amendment, Deposit	$ 473.00	
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary	$ 189.00	
Temporary Use Permits - Minor	$ 378.00	
Temporary Use Permits - Major	$ 473.00	

DESCRIPTION	PLAN CHECK	INSPECTION
Tentative Parcel Map		
Residential	$ 473.00	
Commercial	$ 473.00	
Tentative Tract or Condo Map	$ 473.00	
Tentative Tract or Parcel Map Revised	$ 473.00	
Precise Grading plan review, per sheet	$ 284.00	
Water/Sewer plan review, per sheet	$ 284.00	
4th+ submittal (1/2 hour of hourly rate)	$ 189.00	
FIRE FEES FOR NEW CONST. & TI'S (BFC & BRC)		
Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is completed and occupiable (same fees as shell buildings)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 188.00	
2,000 - 4,999 sq. ft.		$ 189.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 378.00	
25,000 - 49,999 sq. ft.		$ 378.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier	$ 473.00	
50,000 or > to be charged by base fee plus a sq. ft. multiplier		$ 473.00

DESCRIPTION	PLAN CHECK	INSPECTION
Residential and Multifamily Residential Uses - (All newly constructed or added space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 188.00	
2,000 - 4,999 sq. ft.		$ 187.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 378.00	
25,000 - 49,999 sq. ft.		$ 378.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier	$ 473.00	
50,000 or > to be charged by base fee plus a sq. ft. multiplier		$ 473.00
Hazardous Use - (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.		
0 - 1999 sq. ft.	$ 188.00	
0 - 1999 sq. ft.		$ 187.00
2,000 - 4,999 sq. ft.	$ 378.00	
2,000 - 4,999 sq. ft.		$ 378.00
5,000 - 9,999 sq. ft.	$ 473.00	
5,000 - 9,999 sq. ft.		$ 473.00
10,000 - 24,999 sq. ft.	$ 5,198.00	
10,000 - 24,999 sq. ft.		$ 5,198.00
25,000 - 49,999 sq. ft.	$ 662.00	
25,000 - 49,999 sq. ft.		$ 662.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier	$ 1,890.00	
50,000 or > to be charged by base fee plus a sq. ft. multiplier		$ 1,890.00

DESCRIPTION	PLAN CHECK	INSPECTION
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 189.00	
2,000 - 4,999 sq. ft.		$ 187.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 378.00	
25,000 - 49,999 sq. ft.		$ 378.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier	$ 473.00	
50,000 or > to be charged by base fee plus a sq. ft. multiplier		$ 473.00
Tenant Improvement - (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 189.00	
2,000 - 4,999 sq. ft.		$ 187.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 378.00	
25,000 - 49,999 sq. ft.		$ 378.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier	$ 473.00	
50,000 or > to be charged by base fee plus a sq. ft. multiplier		$ 473.00

DESCRIPTION	PLAN CHECK	INSPECTION
Tenant Improvement - Hazardous Use (Remodeled space for non-residential occupancies classified as CBC Group H.		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 284.00	
2,000 - 4,999 sq. ft.		$ 284.00
5,000 - 9,999 sq. ft.	$ 338.00	
5,000 - 9,999 sq. ft.		$ 337.00
10,000 - 24,999 sq. ft.	$ 473.00	
10,000 - 24,999 sq. ft.		$ 473.00
25,000 - 49,999 sq. ft.	$ 567.00	
25,000 - 49,999 sq. ft.		$ 567.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier	$ 1,890.00	
50,000 or > to be charged by base fee plus a sq. ft. multiplier		$ 1,890.00
SOLAR / PHOTOVOLTAIC (BON / BFR / BRC)		
Solar Photovoltaic Systems (Residential)	$ 756.00	$ 567.00
Solar Photovoltaic Systems (Commercial)	$ 1,890.00	$ 945.00
GENERATOR / CELL SITES		
Generator/ Cell Site	$ 189.00	
Generator/ Cell Site		$ 284.00
ADDITIONAL FIRE FEES FOR BFC / BFR / BON		
Consultant Fire Plan Review	$ 189.00	
Misc./Over the Counter/ Revisions	$ 189.00	
Misc./Over the Counter/ Revisions option 2	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00

DESCRIPTION	PLAN CHECK	INSPECTION
FIRE CODE PERMITS (CFC OPERATIONAL PERMITS)		
Aerosol Products Level 2 & 3		$ 189.00
Open Flame and/ or Candles in Assembly Occupancies		$ 189.00
Carnivals and Fairs		$ 473.00
Cellulose Nitrate		$ 473.00
Combustible Fibers		$ 473.00
Combustible Materials		$ 567.00
Compressed Gases		$ 567.00
Cryogenic Fluids		$ 567.00
Dispensing of Flammable/Combustible liquids into a vehicle		$ 567.00
Dry Cleaning Plants 1-2 units		$ 662.00
Dry Cleaning Plants > 2 units		$ 756.00
Combustible Dust Producing & Operations		$ 756.00
Covered and Uncovered Mall Buildings		$ 1,796.00
Explosives		$ 945.00
Fire Standby (per hour)		$ 284.00
Storage of Fireworks		$ 567.00
Flammable/Combustible Liquids Inside ≥60 Gal.		$ 473.00
Flammable/Combustible Liquids Inside <60 Gal.		$ 662.00
Flammable/Combustible Liquid Outside/Aboveground tank (per tank)		$ 284.00
Flammable/Combustible Liquid Underground Tanks (per tank)		$ 378.00
Hazardous Materials		$ 473.00
High-Piled Combustible Stock <12,000 sq. ft.		$ 567.00
High-Piled Combustible Stock 12,000 - 100,000 sq. ft.		$ 662.00
High-Piled Combustible Stock >100,000 sq. ft.		$ 756.00
Hydrant/Control Valve Flow Test		$ 378.00
Industrial Ovens/Drying		$ 473.00
Liquefied Petroleum Gases		$ 378.00
Liquid or Gas Filled Vehicles in Assemblies		$ 378.00
Miscellaneous Combustible Storage		$ 284.00

DESCRIPTION	PLAN CHECK	INSPECTION
Motor Vehicle Repair		$ 284.00
Outside Storage of Tires		$ 284.00
Places of Assembly		$ 378.00
Pyrotechnical Special Effects		$ 662.00
Spray Booths/ Dipping Operations		$ 378.00
Welding and Cutting		$ 284.00
Special Amusement Buildings		$ 284.00
Hazardous Production Materials		$ 567.00
Lumber yards and woodworking plants		$ 473.00
Magnesium		$ 284.00
Refrigeration Equipment <500 lbs.		$ 473.00
Refrigeration Equipment ≥500 lbs.		$ 567.00

ADOPTED HOURLY RATE (OFFICE OF THE FIRE MARSHAL)		
HOURS	RATE	TOTAL
1	$ 189	$ 189
1.5	$ 189	$ 284
2	$ 189	$ 378
2.5	$ 189	$ 473
3	$ 189	$ 567
3.5	$ 189	$ 662
4	$ 189	$ 756
4.5	$ 189	$ 851
5	$ 189	$ 945
5.5	$ 189	$ 1,040
6	$ 189	$ 1,134
6.5	$ 189	$ 1,229
7	$ 189	$ 1,323
7.5	$ 189	$ 1,418
8	$ 189	$ 1,512
8.5	$ 189	$ 1,607
9	$ 189	$ 1,701
9.5	$ 189	$ 1,796
10	$ 189	$ 1,890
27.5	$ 189	$ 5,198

ORDINANCE 1599

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING TABLE B (PUBLIC SAFETY SERVICES) OF SECTION 3.36.080 (SCHEDULE OF FEES AND SERVICE CHARGES) OF CHAPTER 3.36 (FEE AND SERVICE CHARGE REVENUE/COST COMPARISON) OF TITLE 3 (REVENUE AND FINANCE) OF THE BANNING MUNICIPAL CODE TO ADD REFERENCES TO FEES AND CHARGES FOR FIRE INSPECTIONS OF EXISTING BUSINESSES AND OPERATIONAL FIRE PERMITS, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. California Environmental Quality Act (CEQA) Findings. The proposed Code Amendment does not constitute a "project" under CEQA pursuant to CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, the proposed Code Amendment is statutorily exempt from CEQA under CEQA Guidelines Sections 15273(a)(1) because these actions are establishing fees and charges to meet operating expenses, including employee wage rates and fringe benefits. The City Council has reviewed the administrative record concerning the proposed Code Amendment and the proposed CEQA determination, and based on its own independent judgment, finds that the Code Amendment set forth in this Ordinance is not subject to, or exempt from, the requirements of the CEQA and the State CEQA Guidelines pursuant to CEQA Guidelines Sections 15378(b)(4) and 15273(a)(1).

SECTION 2. Code Amendment. Table B (Public Safety Services) of Section 3.36.080 (Schedule of Fees and Service Charges) of Chapter 3.36 (Fee and Service Charge Revenue/Cost Comparison) of Title 3 (Revenue and Finance) of the Banning Municipal Code is hereby amended to read as follows:

"B. Public Safety Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered	Review Schedule
Number	Service Center		
S-38	Vehicle code enforce.	Per municipal court bail & fine schedule	Annual

S-39	City ord. enforcement	Per municipal court bail & fine schedule	Annual
S-40	Automotive accident investigation	30%	Annual
S-41	Spec. police services	40%	Annual
S-42	False alarm response*	100%	Annual
S-43	Police records check	20%	Annual
S-44	Business regulation	100%	Annual
S-45	Animal regulation	50%	Annual
S-46	Police photo develop.	100%	Annual
S-47	Bicycle licensing	100% per State law	Annual
S-48	Forest resource mgmt.	50%	Annual
S-49	Fire system review & inspection	100%	Annual
S-50	New business fire hazard insp.	100%	Annual
S-51	Low hazard fire insp.	50%	Annual
S-52	State mandated fire inspections	100%	Annual
S-53	Fire inspection of existing businesses	100%	Annual
S-54	Operational Fire Permits	100%	Annual
~~S-53~~S-55	Fire code permit insp.	100%	Annual
~~S-54~~S-56	Fire suppression cost recovery	100%	Annual
~~S-55~~S-57	EMT service	50%	Annual
~~S-56~~S-58	Hazardous material record location	100%	Annual

* Per a regulatory ordinance to be passed by the city council."

SECTION 3. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1599 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of January, 2024, and was duly adopted at a regular meeting of said City Council on the ____ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

CITY OF BANNING
AND
SUMMARY OF ORDINANCE 1599
NOTICE OF PUBLIC HEARING FOR
PROPOSED CHANGES TO THE MASTER USER FEE SCHEDULE

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE FEE AND SERVICE CHARGE REVENUE/COST COMPARISION (CHAPTER 3.36) OF THE CITY OF BANNING MUNICIPAL CODE (BMC) AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA").

This is a summary of the above entitled Ordinance 1599 of the City of Banning. On January 9, 2024, the City Council of the City of Banning introduced and conducted first reading of Ordinance 1599. Ordinance 1599 is amending Chapter 3.36, of the Banning Municipal Code (BMC). The amendment will incorporate changes to the Master User Fee Schedule to add fees for Fire Business Inspections and Operational Fire Permits.

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council to be held on Tuesday, January 9, at 5:00 p.m. (or soon thereafter) in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider proposed amendments to Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of the Banning Municipal Code (BMC) ("Code Amendment"), the approval of Cost of Services Study and the proposed changes to the City of Banning City-wide Master User Fee Schedule for the following City departments and fee groups: Fire Plan Review and Annual Inspections.

City staff has evaluated the potential environmental impacts of the adoption of the proposed Code Amendment, the approval of the Cost of Services Study, and the adoption of the proposed changes to the Master User Fee Schedule pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under CEQA Guidelines Sections 15273(a)(1) and (a)(2) because these actions are establishing fees and charges to meet operating expenses, including employee wage rates and fringe benefits, and to purchase and/or lease supplies, equipment, and materials.

Information regarding the Notice of Exemption (NOE), the proposed Code Amendment, the Cost of Services Study , the proposed changes to the Master User Fee Schedule, and all relevant materials can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning during regular business hours. You may also go to the City of Banning website at http://www.banningca.gov.

All parties interested in speaking either in support of or in opposition of this item are invited to attend the hearing, or to send their written comments to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, that you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code Section 65009).

This summary has been prepared and published in accordance with Government Code Section 36933. Notice is hereby given that a certified copy of the full text of Ordinance 1599 is available for public review upon request in the City Clerk's Office, located at 99 E. Ramsey Street, Banning, California 92220 during regular business hours (Monday through Friday 8 a.m. to 5 p.m.), or via email at cpatton@banningca.gov.

Submitted by:

_____

Caroline Patton, Deputy City Clerk
City of Banning, California

Dated: December 19, 2023
Publish Date: December 29, 2023 and **January 5, 2024**

Cost of Services Study for the City of Beaumont

September 2022

Prepared by:
Revenue & Cost Specialists, LLC
1519 E Chapman Ave, Ste C
Fullerton, CA 92831
www.revenuecost.com
(714) 992-9020

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September 6, 2022

Honorable Mayor and City Council
via Jennifer Ustation, Director of Finance
City of Beaumont
550 E 6th Street
Beaumont, Ca 92223

Honorable Mayor, City Council, and Ms. Ustation:

This Report is submitted pursuant to our contract with the City to perform a revenue and cost analysis for the City for its services.

The motivation for this study is the need of both the City Council and City staff to maintain City's services at a level commensurate with the standards previously set by the City Council, and to maintain effective policy and management control of City services.

This Report provides currently useful information about the City's status on recovery of costs for all City services. In addition, it will assist in projecting and determining the future level and equity of these City services.

RCS wishes to thank all City department heads and staff for their assistance and cooperation extended to us during the accomplishment of our work, without whose aid this Report could not have been produced. The response, awareness and information gathered and supplied by numerous City employees make this Report the sound one we believe it to be.

We also believe that your constituents will appreciate your subjecting the City's operations to business costing methodologies, and your willingness to be informed of the true and full costs of those services which you have decided the City should provide its citizens.

Respectfully submitted,

ERIC JOHNSON
President

CHU THAI
Vice President

Table of Contents

EXECUTIVE SUMMARY ____ 5

CHAPTER I – BACKGROUND OF STUDY ____ 9

CHAPTER II – IDENTIFYING AND COSTING SERVICES ____ 13

CHAPTER III – REVENUES MATCHED AGAINST COSTS ____ 19

CHAPTER IV – SERVICE REVENUE RECOMMENDATIONS ____ 25

CONCLUSION ____ 37

APPENDIX A – SUMMARY OF CURRENT FEES AND PROPOSED FEES ____ 39

APPENDIX B – SUMMARY WORKSHEETS MATCHED WITH COST DETAIL WORKSHEETS ____ 71

APPENDIX C – BUILDING & SAFETY FEE DETAIL ____ 413

APPENDIX D – FIRE PREVENTION FEE DETAIL ____ 419

APPENDIX E – ANIMAL LICENSE FEE DETAIL ____ 427

APPENDIX F – LESIURE & CULTURAL SERVICES FEE DETAIL ____ 429

EXECUTIVE SUMMARY

Revenue & Cost Specialists (RCS) has subjected the City's operations to a detailed analysis seeking alternate and more equitable ways to finance its services. This report presents the analytical advantages which are available to the City through the institution of a comprehensive system designed by RCS to implement Article XIIIB of the California Constitution.

Based on data presented in this report, the City Council can better respond to the limits on tax revenues available to the City as well as the constant demand for higher and more operational services and capital improvements. Due to demands made of the City, it is essential that the Council and City management have additional information upon which to assist in charting a future financial course that will preserve the quality of life which its citizens have come to expect.

Systematic and Documented Approach. This analysis was designed to provide the City with a systematic and documented approach to understand, control, and recapture the costs which are forced on it by normal service demands, growth and general economic inflation.

Constitutional Methodology. The methodology used for this analysis is the "costs reasonably borne" test established by Section 8(c) of Proposition 4, now Article XIIIB of the California Constitution. In following that process, RCS has analyzed the ways in which City services can be financed more equitably to assure the City's future financial viability.

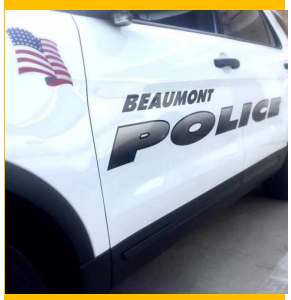
Full Business Costs Determined. The methodology followed by both the Authors of Proposition 4, and consequently by RCS, determines the full business cost of providing the reported City services. It also identifies the beneficiaries of those services and determines if they are paying in relationship to benefits derived or if they are deserving of a subsidy paid from the taxes paid by all local citizens and businesses. Thus, the City Council will have full knowledge of costs which are actually occurring.

Financial Integrity Established. This report summarizes the work accomplished and presents recommendations. These recommendations, if implemented, would establish the financial integrity of the analyzed City services and would establish a continuing cost control system following the business principles which are generally espoused for government, but often are ignored in application.

Identifying Service Center

There are three basic steps in the process used by RCS. The first step is to identify the services offered by the City. Next, the service costs are calculated. Finally, the revenue currently received is matched to the cost of providing the service to determine if there is a subsidy from taxes.

Refinement Process. In a series of meetings held with City staff, department by department, we developed a list of services, and then allocated staff time to the appropriate services. This service time was refined over the course of these meetings until all available staff time was allocated and represented an accurate allocation.



Personal Choice versus Community Supported Services

Personal Choice Services are those offered to identifiable customers at a measured level. They are also services that can be withheld for non-payment. These services are not precisely likened to fee-based services to the extent that policy makers may have decided to subsidize them in full or part. These services are distinguished from Community Supported Services that carry an implicit requirement and rationale for setting a level of subsidization typically based on social, safety or general community welfare.

Summary of Results

If all the recommendations and suggestions made in this Report are adopted, the City of Beaumont would increase cost recovery by $702,300 on an annual basis. By taking such actions, far more equity between taxpayers and fee-payers would be gained, and the City's financial picture would be improved.

SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)
[S-001 to S-106] COMMUNITY DEVELOPMENT	$3,804,984	$4,036,726	($231,742)	94.3%	VAR.	$255,550
[S-107 to S-153] PUBLIC SAFETY	$376,296	$1,082,598	($706,302)	34.8%	VAR.	$234,850
[S-154 to S-156] LEISURE & CULTURAL	$149,770	$1,655,091	($1,505,321)	9.0%	VAR.	$0
[S-157 to S-162] ENTERPRISE	$0	$44,734	($44,734)	0.0%	VAR.	$44,700
[S-163 to S-171] ADMINISTRATIVE	$85,789	$248,175	($162,386)	34.6%	VAR.	$167,200
	$4,416,839	**$7,067,324**	**($2,650,485)**	**62.5%**		**$702,300**

*If all the recommendations and suggestions made in this Report are adopted, the City of Beaumont would increase cost recovery by **$702,300** on an annual basis*

Policy Review Information

As the Council conducts its policy review of each of the revenue-cost match-ups, it should refer to Appendix A and also to the text in Chapter IV to assist in that review.

The policy review should assess the tax revenues used to subsidize each service and address the following options available to the City for each service center:

1. Reduce costs and thereby the tax subsidy by reducing the level of service or restructuring the service to provide it differently.
2. Adjust or institute a fee or charge to recover all of the "costs reasonably borne".
3. Eliminate a tax subsidy to another "less deserving" service to utilize the taxes in order to provide this service.

Result of Acceptance of Fee Suggestions

If the suggestions in Chapter IV and in the fee recommendations in Appendix A are adopted in full then a significant amount of added revenues will be available to the City, which would provide taxpayer equity. Most of these new revenues will be from fee increases to replace tax monies used to make up the difference between fees collected and costs incurred in providing the services, which will then be available for those services which can only be funded from taxes.

These tax "diversions" are the now-documented tax subsidies to potentially self-supporting City services. Thus, additional monies could be made available for police services, infrastructure maintenance, and other City services which are not generally conducive to service charges, thereby achieving much closer equity between benefits and associated payments.

Policy Guidance. More importantly, the Council would be able to make its decisions based on business principles as much as is possible.

Understanding of Equitable Charging for Government. The City Council now has to assist its constituents to understand that under the California Constitution the intent is that:

- Taxes finance services for which there is no alternative way to finance them.
- Service charges should be utilized to finance those things for which benefits can be determined.
- Beneficiaries of such services be charged in direct relationship to the benefits derived.

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CHAPTER I – BACKGROUND OF STUDY

Revenue & Cost Specialist has subjected the City's operations to a detailed analysis seeking alternate and more equitable ways to finance its services. This report presents the analytical advantages which are available to the City through the institution of a comprehensive system designed by RCS to implement Article XIIIB of the California Constitution.

Based on data presented in this report, the City Council can better respond to the limits on tax revenues available to the City as well as the constant demand for higher and more operational services and capital improvements. Due to demands made of the City, it is essential that the Council and City management have additional information upon which to assist in charting future financial course that will preserve the quality of life which its citizens have come to expect.

Systematic and Documented Approach. This analysis was designed to provide the City with a systematic and documented approach to understand, control, and recapture the costs which are forced on it by normal service demands, growth and general economic inflation.

Constitutional Methodology. The methodology used for this analysis is the "costs reasonably borne" test established by Section 8(c) of Proposition 4, now Article XIIIB of the California Constitution. In following that process, RCS has analyzed the ways in which City services can be financed more equitably to assure the City's future financial viability.

Full Business Costs Determined. The methodology followed by both the Authors of Proposition 4, and consequently by RCS, determines the full business cost of providing the reported City services. It also identifies the beneficiaries of those services and determines if they are paying in relationship to benefits derived or if they are deserving of a subsidy paid from the taxes paid by all local citizens and businesses. Thus, the City Council will have full knowledge and cannot ignore costs which are actually occurring.

Financial Integrity Established. This text summarizes the work accomplished and presents recommendations. These recommendations, if implemented, would firmly establish the financial integrity of the analyzed City services and would establish a continuing cost control system following the business principles which are generally espoused for government, but often are ignored in application.

Financing Adjustments Pursuant to Proposition 4

Proposition 4, which is more commonly referred to as the "Gann Spirit of 13 'Let's Finish the Job' Initiative", was adopted by 74.3% of the voters of California on November 6, 1979. It became effective on July 1, 1980, retroactive to Fiscal Year 1978-1979. Statutes clarifying certain

provisions of the Proposition, which is now Article XIIIB of the California Constitution, became effective January 1, 1981.

This report provides data to the City for reviewing the reported fee-financed services based on full-costing information and for implementing the "costs reasonably borne" provision of this Constitutional Article, within presently known legal parameters and the authors' pronounced and published intent.

Adjustments to Financing. As a result of this analysis, the City now possesses the basis for making necessary adjustments to its methods of financing services for those services reported on herein. It can achieve a more equitable and fair mix for financing those services and capital needs, using taxes and service charges, in the direction pointed by passage of Article XIIIB, and the business methodologies inherent in that Article.

It should be remembered from the start that taxes are now limited and controlled, and therefore the capability of using these taxes to subsidize "special" services which are wholly or partially fee-financed is also limited.

The "Costs Reasonably Borne" Test. The "costs reasonably borne" process as envisioned by the Authors of Proposition 4 implies a direct relationship between payment of fees and charges and receipt of services. It also implies the use of taxes for financing those governmental activities which humanely and properly cannot be financed other than by taxes.

Desirability of Direct Relationship between Payment and Service

This direct fee-for-service and tax equity relationship does not exist when tax monies are used to subsidize services which are received by only a small portion of the taxpaying public or by non-residents. A major underlying goal of this project is to provide information and guidance to the Council on how the City can continue as a viable financial entity, finance the services and facilities that its citizens and business enterprises have come to expect, and yet in the long run be able to live within the limits imposed by Article XIIIB and Propositions 13 and 218.

At the same time, the City can in great part re-establish basic fairness and equity between users of City services and those who pay for them and control those costs on a continuing basis.

Impact of Propositions 4, 13, 26, and 218

Initiative 4 of November 1979, coupled with its immediate predecessor – Proposition 13 of a year earlier – wrought the greatest changes in California governmental financing in a century. Proposition 218, passed in 1996 and becoming Articles XIIIC & D, further limited local governments' revenue source options. Those propositions have had, and will continue to have, a profound effect on California governments.

Effects on the City. One effect of these propositions has been a constant search for new revenue sources to finance services required by the City. However, at the same time, State and Federal program revenues continue to decrease. Consequently, the City faces the prospect of declining revenue with which to fund City services.

Costs Exceeding Revenues. The full costs of delivering the City's defined fee-financed services -- as defined in business terms by the authors of Article XIIIB, and as applied by the business methods of this analysis as based on that Constitutional Article -- are running at an annual rate beyond current or expected fee revenues. The result is the diversion of tax monies to make up the difference between fee revenues collected and full business costs incurred.

Variety of Equitable Revenue Sources. This analysis presents a wide variety of ways in which revenue can surely and legally be raised and as important, more equitably raised than at present. The amount of new revenues to be raised is dependent upon the Council's determination of the level of support for essential services.

Proposition 26. With the passage of Proposition 26 in 2010, these principles were codified with some changes. Article XIII C of the State Constitution was amended to formally declare that fees are not considered taxes if they do not exceed the reasonable costs of the service. Some of the types of services for which reasonable fees are allowable are:

(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
(2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
(3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

Article XIII C also provides that a local government agency must demonstrate that the amount of revenue to be generated by a fee is no more than necessary to cover the reasonable costs of the governmental activity supported by the fee, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. This Report was prepared in accordance with these principles.

Text Topics

The remaining Chapters of this text address the following topics:

II. Identifying and Costing Service Centers
III. Overview of Service Revenues Matched Against Costs
IV. Service Revenue Recommendations
V. Conclusion

CHAPTER II – IDENTIFYING AND COSTING SERVICES

There are three basic steps in the process used by RCS to identify and cost out service centers. The first step is to identify the services offered by the City. Next, the service costs are calculated. Finally, the revenue currently received is matched to the cost of providing the service to determine if there is a subsidy from taxes. This chapter covers the first two steps and Chapter III shows the match-up of revenues and costs.

Identifying Service Centers

Two techniques were utilized to identify the service centers for which revenue and cost data were gathered and around which the service cost analysis of this Report is built.

Revenue Analysis. The first technique involved gathering revenue information for the past fiscal year, and then updating and revising the budget estimates for the same revenue sources for the fiscal year during which the analysis was performed by RCS. The Budget and financial reports for the current fiscal year were secured and analyzed. Budgeted and received revenues for all fee-supported services were extracted from those reports, where such information was available. RCS has divided services into far smaller "service centers" than the City has traditionally designated.

Service Center Identification. The second technique involved several scheduled meetings with City staff to identify each type of service being provided with or without charge. In a series of meetings held with City staff, department by department, RCS developed a comprehensive list of services, and then allocated staff time to the appropriate services. This service time was refined over the course of these meetings until all available staff time was allocated and represented an accurate allocation.

Resultant Service Centers

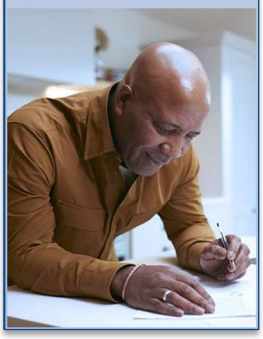
"Service Center" Defined. The "service revenue," fee or charge for a service, and the related "service cost" comprise a "service center". Each service center has a unique "Revenue and Cost Summary Worksheet" and a matching "Cost Detail Worksheet", which are found in Appendix B of this Report. These "Service Center Worksheets" are matched to one another on facing pages.

Detailed Back-Up Workpapers. The costs are backed up by detailed analyses, which have been turned over to the City in several volumes of work papers and detailed cost distribution reports.

Constitutional Basis for Cost of Services

The costs determined by RCS for the various service centers are based on the definitions of "costs reasonably borne" as utilized in Article XIIIB (Proposition 4) and as further defined by its Authors

To validate the reasonableness of the Study, 100% of the available work hours for all City employees were distributed and accounted for, even if it's not public serving.



in their background documents. The Authors of Proposition 4 intended their full business costing definitions to be used by California governments. Thus, the City can know and control its costs, using those Constitutionally-set business principles and legally set elements and definitions of "costs reasonably borne".

Listing of Detailed Full Business Cost Definitions. Thus, the following are put forward by the Authors as the accepted elements of "costs reasonably borne":

a) Labor costs
b) Employee benefit costs
c) Operational services and supply expenses
d) Overhead expense
e) Administrative costs
f) Start-up costs
g) Future capital expenses
h) Capital replacement expense
i) Costs of expansion of services
j) Repayment of debt

Authors' Background. It is not surprising that the authors used such business definitions and elements of "cost" as quoted herein. They represented several known business organizations:

- The California Taxpayers Association
- The California Chamber of Commerce
- The National Tax Limitation Committee
- The California Association of Realtors

In effect, the pillars of California business and their thinking were represented, and their ideas were adopted overwhelmingly by the electorate of California at referendum. Thus, by definition, the premises of this report process have a California electoral mandate.

Principle Involved. A basic principle involved in this report was the recognition of those full business costs as used and as defined by the authors of the Constitutional amendment.

Types of Costs

The following costs, identified above as part of "costs reasonably borne" by the Authors of Proposition 4, make up the cost detail found on the right-hand page in Appendix B for each service center.

Salaries and Wages. City government is in fact a service industry, and therefore, it is natural that salaries make up the largest single element of cost for most services. In order to allocate the

salaries, lengthy interviews were held, documents sought and researched, and reports and accounting records examined by RCS. The result was, in most cases, a percentage or hours distribution of individual employee personal services costs.

To validate the reasonableness of the Study, 100% of the available work hours for all City employees were distributed and accounted for, even if it's not public serving. In other words, one staff member cannot state they overworked on fee services beyond 100% of their hours, and another staff member cannot account for 100% of their time. No judgments were made about what personnel should or might be doing. Their time was distributed to those service centers where the time was expended.

Employee Fringe Benefits. Since fractional time, to as low as three minutes per unit of service or one-twentieth of a percent of the annual time of an employee has been allocated to service centers, fringe benefit costs also must be fractionalized to carefully and accurately distribute those ancillary personnel costs.

The City finances numerous benefits for its employees, thereby incurring measurable costs for these items, including:

- Retirement and pension liabilities
- Group Health Insurance
- Life Insurance
- Medicare Insurance
- State Unemployment Insurance
- Workers Compensation Insurance

All of these costs are current operating expenses, and the amounts were isolated. Actual costs were determined and reduced to a percentage of salary for each of the positions.

Available Work-Hours. After the individual elements of cost for positions was compiled, the total cost for each position was divided by the number of available work-hours. Available work hours were calculated as the total possible work-hours in a year, 2,080, less the following away-from-work benefit hours:

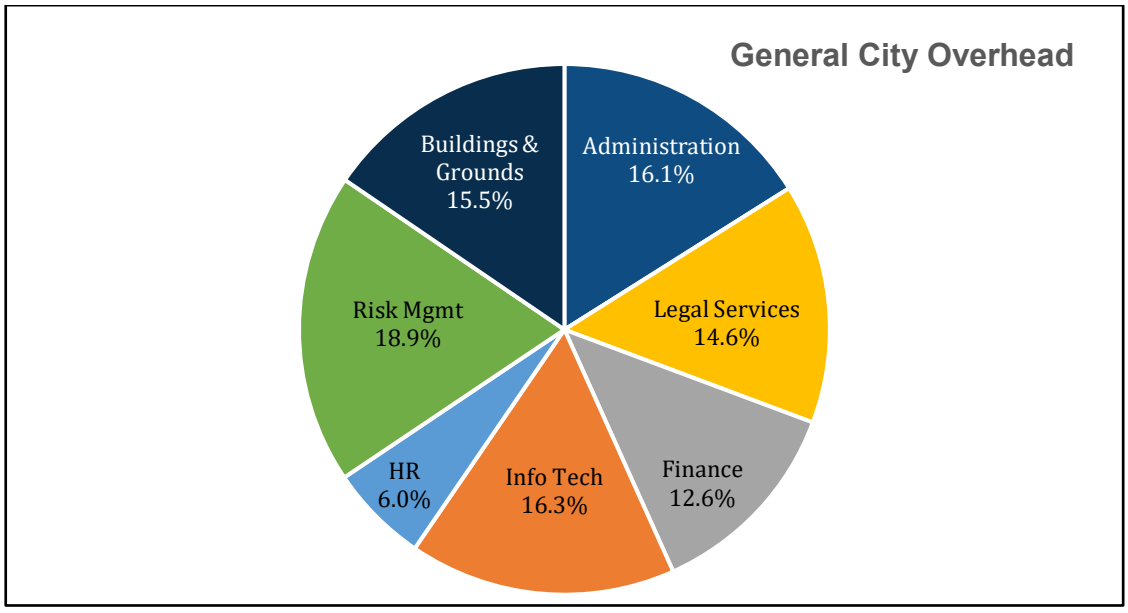
- Holidays
- Vacations
- Personal Leave
- Sick Leave
- Morning/Afternoon Breaks
- Start Up/Down Time

Maintenance and Operation Costs. All maintenance and operation costs, including non-personnel expenses such as professional services, insurance, operating supplies etc., were derived from the current year Council-approved budget and allocated via percentages or through actual allocation to each of the service centers identified in a department or division.

General and Departmental Overhead Costs. Overhead costs provide the vital glue that holds an organization together operationally and provide important coordinating capabilities. They also provide the day-to-day support services and facilities required for the organization to function effectively. RCS calculated Beaumont's Cost Allocation Plan (CAP) to identify and allocate these costs to the remainder of the City organization. In the CAP, costs were allocated to end-user departments and divisions by applying an agreed-upon overhead allocation factor. Each factor was related to the work effort of its particular overhead element and was assessed for relevance and reasonableness.

Full Cost Distribution. The purpose of deriving overhead costs to apportion these amounts to direct service program costs. By adopting this method, the City will be aware of its true costs and be able to emulate business methods. Article XIIIB's (Proposition 4 of 1979) authors intended this, defining as part of "costs reasonably borne" a calculated "reasonable allocation for overhead and administration."

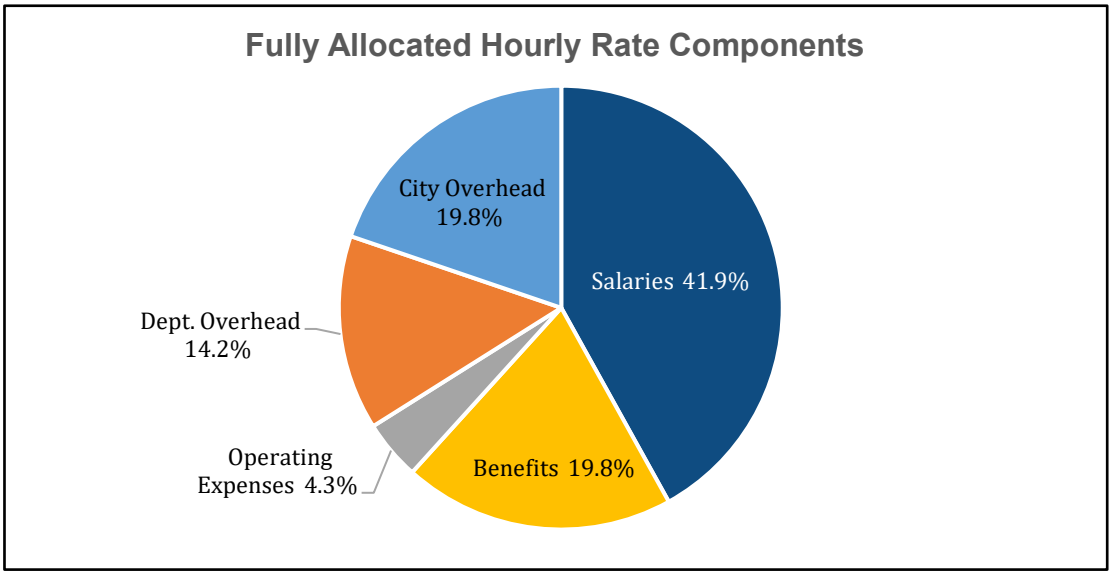
General City Overhead. These services primarily set policy and support other departments without providing a deliverable service to the public. Where they do perform an end-user service, such costs have not been allocated to other departments. Costs in this general administration category include the following functions:



Departmental Administration. Costs in this category involve intra-departmental support functions, outside the above listed general City overhead functions, and involve the allocation of staff time within and among departmental functions. These services also do not provide end-user deliverables to the public, but instead provide vital administrative support within specific departments.

Fully Allocated Hourly Rates (FAHR)

All of the above items make up the fully allocated hourly rate which is calculated for each position in the City. The makeup of each component of the City-wide average fully allocated hourly rate is detailed in the chart below.



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CHAPTER III – REVENUES MATCHED AGAINST COSTS

In the last chapter the method of calculating the costs for all City services was identified. This chapter begins with a Summary that itemizes the revenues and costs by service center. Then, an overview is presented of what will be presented in the following chapter, which shows that there is no one solution to the City's financial challenge.

Accounting for All Revenues – Fees and Taxes

Local government funding comes from a multitude of revenue sources such as taxes, fines, grants, use of property, user fees, utility rates, etc. Our Study accounts for all revenues, and focuses on the relationship between fees and taxes. As an example, Large Group Home CUP (S-005) in the following schedule estimates the full costs at $3,729. These expenses are offset by current fee revenues of $1,118, and tax revenues of $2,611 must pay for the remaining. This subsidy can be eliminated by raising the relevant fees. To the extent that the fees are NOT increased, general City taxes paid by all taxpayers are the only alternative revenue source.

SCHEDULE 1
CITY OF BEAUMONT
SUMMARY OF FEE SERVICES AND CURRENT FINANCING
FISCAL YEAR 2021-22

REF# (1)	FEE SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE FEES (4)	TAXES (5)
COMMUNITY DEVELOPMENT				
S-001	CONDITIONAL USE PERMIT	$0	$0	$0
S-002	CONDITIONAL USE PERMIT AMENDMENT	$2,713	$0	$2,713
S-003	FINDINGS OF PUBLIC CONV/NECESSITY	$2,006	$0	$2,006
S-004	CUP TIME EXTENSION	$1,968	$829	$1,139
S-005	LARGE GROUP HOME CUP	$3,729	$1,118	$2,611
S-006	GENERAL PLAN AMENDMENT	$0	$0	$0
S-007	ZONING ORDINANCE TEXT CHANGE	$0	$0	$0
S-008	SPECIFIC PLAN	$0	$0	$0
S-009	SPECIFIC PLAN AMENDMENT	$0	$0	$0
S-010	SPEC PLAN CONFORMITY DETERMINATION	$0	$0	$0
S-011	ANNEXATION	$0	$0	$0
S-012	PLAN OF SERVICES	$0	$0	$0
S-013	DEVELOPMENT AGREEMENT	$0	$0	$0
S-014	DEVELOPMENT AGREEMENT ANNUAL REVIEW	$2,165	$3,027	($862)
S-015	DEVELOPMENT AGREEMENT AMENDMENT	$0	$0	$0
S-016	DEVELOPMENT AGREEMENT ASSIGNMENT	$0	$0	$0
S-017	ESTOPPEL CERTIFICATE	$0	$0	$0
S-018	ENVIRONMENTAL REVIEW	$0	$0	$0

REF# (1)	FEE SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE	
			FEES (4)	TAXES (5)
S-019	FACILITY FEE CREDIT AGREEMENT	$0	$0	$0
S-020	DENSITY BONUS AGREEMENT	$0	$0	$0
S-021	PRE-APPLICATION MEETING	$57,488	$23,606	$33,882
S-022	ZONING MAP CHANGE	$0	$0	$0
S-023	TENTATIVE PARCEL MAP	$0	$0	$0
S-024	TENTATIVE TRACT MAP	$0	$0	$0
S-025	TENTATIVE MAP TIME EXTENSION	$2,188	$847	$1,341
S-026	CONDOMINIUM CONVERSION	$0	$0	$0
S-027	VARIANCE	$33,266	$19,900	$13,366
S-028	MINOR VARIANCE/MODIF OF STANDARDS	$246	$155	$91
S-029	PLOT PLAN	$0	$0	$0
S-030	PLOT PLAN AMENDMENT	$0	$0	$0
S-031	PLOT PLAN TIME EXTENSION	$2,006	$565	$1,441
S-032	RESIDENTIAL ADMIN PLOT PLAN	$19,395	$10,845	$8,550
S-033	NON-RESIDENTIAL ADMIN PLOT PLAN	$59,852	$29,954	$29,898
S-034	MINOR PLOT PLAN - STAFF	$11,483	$9,759	$1,724
S-035	MINOR PLOT PLAN - PLAN COMM	$3,230	$1,220	$2,010
S-036	PICK A LOT SITE PLAN REVIEW	$317	$103	$214
S-037	MAP/PLOT PLAN CONFORMITY DETERMIN.	$0	$0	$0
S-038	LANDSCAPE PLAN REVIEW	$857	$744	$113
S-039	LANDSCAPE PLAN AMENDMENT	$857	$615	$242
S-040	LANDSCAPE INSPECTION	$205	$82	$123
S-041	SIGN PROGRAM	$1,872	$1,653	$219
S-042	SIGN PROGRAM AMENDMENT	$1,872	$970	$902
S-043	SIGN PERMIT	$376	$207	$169
S-044	SIGN PERMIT PANEL CHANGE	$170	$83	$87
S-045	TEMPORARY SIGN PERMIT	$170	$0	$170
S-046	UNLICENSED GROUP HOME PERMIT	$6,671	$1,600	$5,071
S-047	AUTOMOBILE FOR HIRE REVIEW	$2,718	$413	$2,305
S-048	HOME OCCUPATION PERMIT	$225	$77	$148
S-049	MINOR SPECIAL EVENT PERMIT	$19,327	$1,162	$18,165
S-050	MAJOR SPECIAL EVENT PERMIT	$10,392	$387	$10,005
S-051	MISCELLANEOUS SPECIAL EVENT PERMIT	$1,000	$77	$923
S-052	APPEAL TO PLANNING COMISSION	$2,583	$642	$1,941
S-053	APPEAL TO CITY COUNCIL	$2,986	$1,946	$1,040
S-054	PLANNING INFORMATION REQUEST	$225	$57	$168
S-055	MISCELLANEOUS PLANNING REVIEW	$0	$0	$0
S-056	COM DEV TECHNOLOGY SURCHARGE	$170,000	$169,000	$1,000
S-057	BUILDING PLAN CHECK/INSPECTION	$2,549,034	$2,876,175	($327,141)
S-058	FINAL PARCEL MAP	$0	$0	$0
S-059	FINAL TRACT MAP	$0	$0	$0
S-060	TENTATIVE REVERSION TO ACREAGE	$0	$0	$0
S-061	LOT LINE ADJUSTMENT/PARCEL MERGER	$0	$0	$0
S-062	FINAL MONUMENT SETTING	$0	$0	$0
S-063	FINAL MONUMENT INSPECTION	$0	$0	$0

REF# (1)	FEE SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE	
			FEES (4)	TAXES (5)
S-064	PRELIMINARY GRADING PLAN CHECK	$8,460	$0	$8,460
S-065	RESIDENTIAL GRADING PLAN CHECK	$68,439	$50,282	$18,157
S-066	RES GRADING PLAN CHECK AMENDMENT	$0	$0	$0
S-067	RES GRADING PLAN CHECK ADD'L REVIEW	$0	$0	$0
S-068	COMMERCIAL GRADING PLAN CHECK	$29,268	$19,509	$9,759
S-069	COMMERCIAL GRADING PLAN AMENDMENT	$0	$0	$0
S-070	COMM GRADING PLAN CHECK ADD'L REV	$0	$0	$0
S-071	GRADING/STOCKPILE INSPECTION	$0	$0	$0
S-072	GRADING/STOCKPILE RES. INFILL INSP	$411	$434	($23)
S-073	STREET LIGHT PLAN REVIEW	$24,792	$6,864	$17,928
S-074	IMPROVEMENT CONSTRUCTION PLAN CHECK	$95,699	$58,385	$37,314
S-075	IMPROVEMENT CONSTRUCTION PLAN AMEND	$0	$0	$0
S-076	IMPROVEMENT CONSTRUCTION INSPECTION	$0	$0	$0
S-077	SUBDIVISION/IMPROVEMENT AGREEMENT	$19,620	$7,781	$11,839
S-078	PERFORMANCE BOND RELEASE	$14,624	$7,751	$6,873
S-079	BOND RELEASE INSPECTION	$0	$0	$0
S-080	MAINTENANCE BOND RELEASE	$5,484	$2,907	$2,577
S-081	MAINTENANCE BOND INSPECTION	$0	$0	$0
S-082	SUSPENSION OF IMPROVEMENT AGREEMENT	$0	$0	$0
S-083	APPEAL SUSPENSION OF IMPROVEMENT	$0	$0	$0
S-084	STREET VACATION/OFFER OF DEDICATION	$0	$0	$0
S-085	NON-STANDARD ENCROACH PERMIT APPL	$14,192	$12,706	$1,486
S-086	EXIST RESID STANDARD ENCROACH PRMT	$2,818	$2,179	$639
S-087	NON-STANDARD ENCROACH PLAN CHECK	$225	$80	$145
S-088	NON-STANDARD ENCROACH INSPECTION	$0	$0	$0
S-089	CERTIFICATE OF COMPLIANCE/CORRECT.	$0	$0	$0
S-090	PUBLIC WORKS PERMIT ISSUANCE	$11,697	$9,199	$2,498
S-091	WATER QUALITY MGMT PRELIM PLAN CHK	$25,681	$44,756	($19,075)
S-092	WATER QUALITY MGMT FINAL PLAN CHECK	$19,699	$4,411	$15,288
S-093	PRELIM HYDROLOGY/HYDRAULIC STUDY	$39,549	$0	$39,549
S-094	FINAL HYDROLOGY/HYDRAULIC STUDY	$39,549	$50,040	($10,491)
S-095	STORMWATER POLLUTION PROTECT REVIEW	$0	$0	$0
S-096	STORMWATER POST-CONSTRUCT INSPECT	$0	$0	$0
S-097	SEWER CONNECTION/LATERAL INSPECTION	$0	$0	$0
S-098	LANDSCAPE PLAN CHECK	$15,783	$9,866	$5,917
S-099	LANDSCAPE INSPECTION	$0	$0	$0
S-100	TRAFFIC STUDY REVIEW	$0	$0	$0
S-101	SCOPING AGREEMENT	$0	$0	$0
S-102	TRANSPORTATION WIDE LOAD PERMIT	$20	$16	$4
S-103	HAUL ROUTE REVIEW	$245	$0	$245
S-104	DEVELOPMENT ENGINEERING DEPOSIT SVC	$626,879	$360,000	$266,879
S-105	ENGINEERING EXTRA PLAN CHECK	$0	$0	$0
S-106	MISCELLANEOUS ENGINEERING SERVICES	$0	$0	$0
	SUBTOTAL - COMMUNITY DEVELOPMENT	**$4,036,726**	**$3,804,984**	**$231,742**

REF# (1)	FEE SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE FEES (4)	TAXES (5)
PUBLIC SAFETY				
S-107	CODE ENFORCEMENT INSPECTION	$122	$0	$122
S-108	INSPECTION WARRANT	$0	$0	$0
S-109	ABATEMENT WARRANT	$0	$0	$0
S-110	CODE ENFORCEMENT CITATION HEARING	$14,813	$0	$14,813
S-111	ABANDONED PROP. INIT. REGISTRATION	$2,196	$0	$2,196
S-112	ABANDONED PROPERTY MONTHLY INSPECT.	$732	$0	$732
S-113	WEED ABATEMENT	$7,564	$3,875	$3,689
S-114	WEED ABATEMENT SUBSCRIPTION PROGRAM	$14,396	$4,425	$9,971
S-115	FIRE PLAN CHECK/INSPECTION	$396,626	$164,911	$231,715
S-116	STORED VEHICLE RELEASE	$101,137	$43,125	$58,012
S-117	STORED VEHICLE RELEASE - DUI	$7,269	$3,750	$3,519
S-118	VIN VERIFICATION	$643	$165	$478
S-119	TRAFFIC CITATION SIGN OFF	$166	$105	$61
S-120	POLICE ALARM LICENSE	$41,850	$31,500	$10,350
S-121	AUTO REPOSSESSION PROCESSING	$19	$0	$19
S-122	SECOND HAND DEALER LICENSE	$1,634	$749	$885
S-123	FORTUNETELLER PERMIT	$542	$240	$302
S-124	MASSAGE TECHNICIAN PERMIT - NEW	$542	$100	$442
S-125	MASSAGE TECHNICIAN PERMIT - RENEWAL	$44	$100	($56)
S-126	MASSAGE ESTABLISHMENT PERMIT	$2,240	$1,010	$1,230
S-127	ADULT ORIENTED ESTABLISHMENT PERMIT	$983	$424	$559
S-128	TOBACCO RETAILER PERMIT	$983	$250	$733
S-129	GRAFFITI IMPLEMENTATION SALE PERMIT	$141	$25	$116
S-130	TOW YARD INSPECTION	$1,060	$429	$631
S-131	PEDDLER SOLICITOR PERMIT	$2,704	$750	$1,954
S-132	BINGO PERMIT	$926	$100	$826
S-133	RV PARKING PERMIT	$88	$60	$28
S-134	GOLF CART PERMIT	$1,733	$500	$1,233
S-135	CONCEALED WEAPON CARRY PERMIT	$383	$100	$283
S-136	RECORDS CHECK/IMMIGRATION LETTER	$496	$190	$306
S-137	FINGERPRINTING	$35,111	$18,320	$16,791
S-138	BICYCLE REGISTRATION	$26	$0	$26
S-139	CITATION PROCESSOR LATE FEE	$34	$30	$4
S-140	POLICE REPORT COPY	$672	$0	$672
S-141	POLICE ELECTRONIC FILE COPY	$702	$168	$534
S-142	ANIMAL RELINQUISHMENT	$3,551	$440	$3,111
S-143	ANIMAL IMPOUND/RETURN TO OWNER	$3,891	$3,600	$291
S-144	DECEASED ANIMAL PICK UP	$2,781	$1,272	$1,509
S-145	ANIMAL QUARANTINE	$581	$120	$461
S-146	DANGEROUS ANIMAL REGISTRATION	$661	$677	($16)
S-147	ANIMAL TRAP RENTAL	$1,194	$760	$434
S-148	DOG SILENCER RENTAL	$166	$93	$73
S-149	KENNEL LICENSE	$1,037	$668	$369
S-150	SENTRY KENNEL LICENSE	$1,079	$910	$169

REF# (1)	FEE SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE	
			FEES (4)	TAXES (5)
S-151	MICROCHIP IDENTIFICATION DEVICE	$3,644	$2,520	$1,124
S-152	ANIMAL CONTROL RESPONSE	$202	$153	$49
S-153	ANIMAL CONTROL SERVICES	$425,234	$89,682	$335,552
	SUBTOTAL - PUBLIC SAFETY	**$1,082,598**	**$376,296**	**$706,302**
LEISURE & CULTURAL SERVICES				
S-154	RECREATION PROGRAMS	$816,542	$18,750	$797,792
S-155	FACILITY RENTALS	$221,180	$128,520	$92,660
S-156	BALLFIELD RENTALS	$617,369	$2,500	$614,869
	SUBTOTAL - LEISURE & CULTURAL SERVICES	**$1,655,091**	**$149,770**	**$1,505,321**
ENTERPRISE SERVICES				
S-157	FATS, OILS OR GREASE INSPECTION	$33,334	$0	$33,334
S-158	INDUSTRIAL WASTE INSPECTION	$0	$0	$0
S-159	WASTEWATER SURVEY	$11,400	$0	$11,400
S-160	SEWER FLOW MODELING	$0	$0	$0
S-161	SEWAGE SPILL RESPONSE	$0	$0	$0
	SUBTOTAL - ENTERPRISE SERVICES	**$44,734**	**$0**	**($44,734)**
ADMINISTRATIVE SERVICES				
S-162	NEW BUSINESS LICENSE PROCESSING	$23,187	$9,145	$14,042
S-163	BUSINESS LICENSE RENEWAL PROCESSING	$50,972	$19,455	$31,517
S-164	RELEASE OF LIEN	$12,929	$17,850	($4,921)
S-165	NON-UTILITY NSF CHECK/ACH PROCESS	$35	$0	$35
S-166	UTILITY BILLING ACH RETURN PROCESS	$11	$0	$11
S-167	CREDIT CARD PROCESSING	$161,000	$39,316	$121,684
S-168	DOCUMENT REPRODUCTION	$1	$1	$0
S-169	ELECTRONIC FILE REPRODUCTION	$4	$7	($3)
S-170	PUBLIC NOTARY	$36	$15	$21
	SUBTOTAL - ADMINISTRATIVE SERVICES	**$248,175**	**$85,789**	**$162,386**
	GRAND TOTAL	**$7,067,324**	**$4,416,839**	**$2,650,485**

Schedule 1 above shows that the City provides $7.1 million in fee services annually, and only recovers $4.4 million from fee revenues. Each year, an additional $2.65 million, coming from other funding sources, is needed to pay for these fee services.

[T]he City provides $7.1 million in fee services, and only recovers $4.4 million from fee revenues. Each year, an additional $2.65 million, coming from other funding sources, is needed to pay for these fee services.

Policy Review Information

As the Council conducts its policy review of each of the revenue-cost match-ups in the next chapter, it should refer to comments on the bottom of the service center worksheets in Appendix B and also in the text in the next chapter to assist in that review.

The policy review should assess the tax revenues used to subsidize each service and address the following options available to the City for each service center:

1. Reduce costs and thereby the tax subsidy by reducing the level of service or restructuring the service to provide it differently.
2. Adjust or institute a fee or charge to recover all of the "costs reasonably borne".
3. Eliminate a tax subsidy to another "less deserving" service to utilize the taxes in order to provide this service.

Result of Acceptance of Fee Suggestions

If the suggestions in the following Chapter and on the Service Center Worksheets are adopted in full then a significant amount of added revenues will be available to the City, which would provide taxpayer equity. Most of these new revenues will be from fee increases to replace tax monies used to make up the difference between fees collected and costs incurred in providing the services, which will then be available for those services which can only be funded from taxes.

These tax "diversions" are the now-documented tax subsidies to potentially self-supporting City services. Thus, additional monies could be made available for police services, infrastructure maintenance, and other City services which are not generally conducive to service charges, thereby achieving much closer equity between benefits and associated payments.

Policy Guidance. More importantly, the Council would be able to make its decisions based on business principles as much as is possible.

Understanding of Equitable Charging for Government. The City Council now has to assist its constituents to understand that under the California Constitution the intent is:

- That taxes finance those services for which there is no other alternative way to finance them.
- That service charges and special assessments should be utilized to finance those things for which benefits can be determined.
- That the beneficiaries of such services be charged in direct relationship to the benefits derived.

Then there no longer will be a feeling that the old definitional saw of "a good tax" being "the one which you pay and from which I get the benefits" exists in the City.

CHAPTER IV – SERVICE REVENUE RECOMMENDATIONS

The purpose of this Chapter is to present the services which RCS has initially labeled as Personal Choice and to suggest the magnitude of tax revenues that could be diverted from these services to Community Supported Services.

City Council has Final Judgment. It must be understood that considerable judgment, albeit experienced, was exercised by RCS in suggesting what services were Personal Choice as opposed to Community Supported Services and in suggesting that most Personal Choice Services should be paid for by the service requestor rather than subsidized by the entire community. However, the final decision on the nature of the service and whether it deserves to be subsidized will have to be made by the City Council.

Service Groups

RCS has organized Personal Choice Services into the following service groups for purposes of discussion:

1. Community Development Services
2. Public Safety Services
3. Leisure & Cultural Services
4. Enterprise Services
5. Administrative Services

These groups, explained in turn, are program oriented. Each group includes a table summarizing the revenues and costs of each service. The table summarizing the group tables is found at the end of this Chapter.

Appendix A, following the text, summarizes the current fees and the proposed fees for each of the Personal Choice service centers

Service Center details found in **Appendix B**, are in sequence by the Reference Number (Column 1 on each of the following Tables), include detail information for each service on two facing pages. The left page has textual and summary information including RCS's suggested service fee. The right page has the service cost detail.

General Commentary on Chapter Tables

Each table has eight columns, explained here:

- Column 1 is the Report Reference Number.
- Column 2 is the title of the service.
- Columns 3, 4 & 5 are the same amounts for revenue, cost and profit (subsidy) found on the left page of the detail service sheets in Appendix B.
- Column 6 is the current percentage of costs recovered from the user fees and charges with the difference being subsidized by taxes.
- Column 7 is the percentage of user fee cost recovery which might be obtainable without tax subsidy. Of course, decisions regarding tax subsidies to a service are a City Council policy decision on how to allocate its tax and general revenues.
- Column 8 contains the estimated amount of revenues which RCS suggests could be raised or reduced.

Special Circumstances

The table also footnotes which identify special circumstances for some fees. A service that is marked (a) is suggested to be removed from the City's fee schedule for various reasons. When a service is marked (b), the fee is deposit based and financial estimations is not possible. For services marked (c), there is insufficient data to determine the financial impact. Services and services marked (d), is restricted by law, and cannot be adjusted for full cost recovery. For services marked (e), City staff recommends the service fee remaining subsidized.

Community Development Services

When basic City development services are supported by general taxes, there is little reason for taxes to also finance those Personal Choice services which mainly benefit a developer or specific property owner. Thus, the expenses distributed across these service centers are primarily the incremental additional expenses caused by community development. Were no development to take place, most of these costs could be eliminated, or at least significantly reduced.

TABLE 1 – COMMUNITY DEVELOPMENT SERVICES

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)	
S-001	CONDITIONAL USE PERMIT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-002	CONDITIONAL USE PERMIT AMENDMENT	$0	$2,713	($2,713)	0.0%	100%	$0	(a)
S-003	FINDINGS OF PUBLIC CONV/NECESSITY	$0	$2,006	($2,006)	0.0%	100%	$0	(a)
S-004	CUP TIME EXTENSION	$829	$1,968	($1,139)	42.1%	100%	$0	(a)
S-005	LARGE GROUP HOME CUP	$1,118	$3,729	($2,611)	30.0%	100%	$0	(a)
S-006	GENERAL PLAN AMENDMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-007	ZONING ORDINANCE TEXT CHANGE	N/A	N/A	N/A	N/A	100%	$0	(b)
S-008	SPECIFIC PLAN	N/A	N/A	N/A	N/A	100%	$0	(b)
S-009	SPECIFIC PLAN AMENDMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-010	SPEC PLAN CONFORMITY DETERMINATION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-011	ANNEXATION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-012	PLAN OF SERVICES	N/A	N/A	N/A	N/A	100%	$0	(b)
S-013	DEVELOPMENT AGREEMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-014	DEVELOPMENT AGREEMENT ANNUAL REVIEW	$3,027	$2,165	$862	139.8%	100%	$0	(a)
S-015	DEVELOPMENT AGREEMENT AMENDMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-016	DEVELOPMENT AGREEMENT ASSIGNMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-017	ESTOPPEL CERTIFICATE	N/A	N/A	N/A	N/A	100%	$0	(b)
S-018	ENVIRONMENTAL REVIEW	N/A	N/A	N/A	N/A	100%	$0	(b)
S-019	FACILITY FEE CREDIT AGREEMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-020	DENSITY BONUS AGREEMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-021	PRE-APPLICATION MEETING	$23,606	$57,488	($33,882)	41.1%	100%	$16,950	(d)
S-022	ZONING MAP CHANGE	N/A	N/A	N/A	N/A	100%	$0	(b)
S-023	TENTATIVE PARCEL MAP	N/A	N/A	N/A	N/A	100%	$0	(b)
S-024	TENTATIVE TRACT MAP	N/A	N/A	N/A	N/A	100%	$0	(b)
S-025	TENTATIVE MAP TIME EXTENSION	$847	$2,188	($1,341)	38.7%	100%	$0	(a)
S-026	CONDOMINIUM CONVERSION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-027	VARIANCE	$19,900	$33,266	($13,366)	59.8%	100%	$13,400	
S-028	MINOR VARIANCE/MODIF OF STANDARDS	$155	$246	($91)	63.0%	100%	$0	(a)
S-029	PLOT PLAN	N/A	N/A	N/A	N/A	100%	$0	(b)
S-030	PLOT PLAN AMENDMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-031	PLOT PLAN TIME EXTENSION	$565	$2,006	($1,441)	28.2%	100%	$0	(a)
S-032	RESIDENTIAL ADMIN PLOT PLAN	$10,845	$19,395	($8,550)	55.9%	100%	$8,600	
S-033	NON-RESIDENTIAL ADMIN PLOT PLAN	$29,954	$59,852	($29,898)	50.0%	100%	$29,900	
S-034	MINOR PLOT PLAN - STAFF	$9,759	$11,483	($1,724)	85.0%	100%	$1,700	
S-035	MINOR PLOT PLAN - PLAN COMM	$1,220	$3,230	($2,010)	37.8%	100%	$0	(a)
S-036	PICK A LOT SITE PLAN REVIEW	$103	$317	($214)	32.5%	100%	$0	(a)
S-037	MAP/PLOT PLAN CONFORMITY DETERMIN.	N/A	N/A	N/A	N/A	100%	$0	(b)
S-038	LANDSCAPE PLAN REVIEW	$744	$857	($113)	86.8%	100%	$100	
S-039	LANDSCAPE PLAN AMENDMENT	$615	$857	($242)	71.8%	100%	$200	
S-040	LANDSCAPE INSPECTION	$82	$205	($123)	40.0%	100%	$100	

REF #	SERVICE	TOTAL FEE REVENUE	TOTAL SERVICE COST	TOTAL PROFIT/ (SUBSIDY)	PCT. RECOVERY FROM FEES		POSSIBLE NEW REVENUE	
					ACTUAL	SUGGEST		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
S-041	SIGN PROGRAM	$1,653	$1,872	($219)	88.3%	100%	$200	
S-042	SIGN PROGRAM AMENDMENT	$970	$1,872	($902)	51.8%	100%	$900	
S-043	SIGN PERMIT	$207	$376	($169)	55.1%	100%	$200	
S-044	SIGN PERMIT PANEL CHANGE	$83	$170	($87)	48.8%	100%	$100	
S-045	TEMPORARY SIGN PERMIT	$0	$170	($170)	0.0%	100%	$200	
S-046	UNLICENSED GROUP HOME PERMIT	$1,600	$6,671	($5,071)	24.0%	100%	$5,100	
S-047	AUTOMOBILE FOR HIRE REVIEW	$413	$2,718	($2,305)	15.2%	100%	$0	(a)
S-048	HOME OCCUPATION PERMIT	$77	$225	($148)	34.2%	100%	$100	
S-049	MINOR SPECIAL EVENT PERMIT	$1,162	$19,327	($18,165)	6.0%	100%	$18,200	
S-050	MAJOR SPECIAL EVENT PERMIT	$387	$10,392	($10,005)	3.7%	100%	$10,000	
S-051	MISCELLANEOUS SPECIAL EVENT PERMIT	$77	$1,000	($923)	7.7%	100%	$900	
S-052	APPEAL TO PLANNING COMISSION	$642	$2,583	($1,941)	24.9%	100%	$0	(a)
S-053	APPEAL TO CITY COUNCIL	$1,946	$2,986	($1,040)	65.2%	100%	$0	(a)
S-054	PLANNING INFORMATION REQUEST	$57	$225	($168)	25.3%	100%	$0	(a)
S-055	MISCELLANEOUS PLANNING REVIEW	N/A	N/A	N/A	N/A	100%	$0	(b)
S-056	COM DEV TECHNOLOGY SURCHARGE	$169,000	$170,000	($1,000)	99.4%	100%	$0	
S-057	BUILDING PLAN CHECK/INSPECTION	$2,876,175	$2,549,034	$327,141	112.8%	100%	$0	
S-058	FINAL PARCEL MAP	N/A	N/A	N/A	N/A	100%	$0	(b)
S-059	FINAL TRACT MAP	N/A	N/A	N/A	N/A	100%	$0	(b)
S-060	TENTATIVE REVERSION TO ACREAGE	N/A	N/A	N/A	N/A	100%	$0	(e)
S-061	LOT LINE ADJUSTMENT/PARCEL MERGER	N/A	N/A	N/A	N/A	100%	$0	(b)
S-062	FINAL MONUMENT SETTING	N/A	N/A	N/A	N/A	100%	$0	(e)
S-063	FINAL MONUMENT INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-064	PRELIMINARY GRADING PLAN CHECK	$0	$8,460	($8,460)	0.0%	100%	$8,500	
S-065	RESIDENTIAL GRADING PLAN CHECK	$50,282	$68,439	($18,157)	73.5%	100%	$18,200	
S-066	RES GRADING PLAN CHECK AMENDMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-067	RES GRADING PLAN CHECK ADD'L REVIEW	N/A	N/A	N/A	N/A	100%	$0	(b)
S-068	COMMERCIAL GRADING PLAN CHECK	$19,509	$29,268	($9,759)	66.7%	100%	$9,800	
S-069	COMMERCIAL GRADING PLAN AMENDMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-070	COMM GRADING PLAN CHECK ADD'L REV	N/A	N/A	N/A	N/A	100%	$0	(b)
S-071	GRADING/STOCKPILE INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-072	GRADING/STOCKPILE RES. INFILL INSP	$434	$411	$23	105.6%	100%	$0	
S-073	STREET LIGHT PLAN REVIEW	$6,864	$24,792	($17,928)	27.7%	100%	$17,900	
S-074	IMPROVEMENT CONSTRUCTION PLAN CHECK	$58,385	$95,699	($37,314)	61.0%	100%	$37,300	
S-075	IMPROVEMENT CONSTRUCTION PLAN AMEND	N/A	N/A	N/A	N/A	100%	$0	(b)
S-076	IMPROVEMENT CONSTRUCTION INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-077	SUBDIVISION/IMPROVEMENT AGREEMENT	$7,781	$19,620	($11,839)	39.7%	100%	$11,800	
S-078	PERFORMANCE BOND RELEASE	$7,751	$14,624	($6,873)	53.0%	100%	$6,900	
S-079	BOND RELEASE INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-080	MAINTENANCE BOND RELEASE	$2,907	$5,484	($2,577)	53.0%	100%	$2,600	
S-081	MAINTENANCE BOND INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-082	SUSPENSION OF IMPROVEMENT AGREEMENT	N/A	N/A	N/A	N/A	100%	$0	(e)
S-083	APPEAL SUSPENSION OF IMPROVEMENT	N/A	N/A	N/A	N/A	100%	$0	(e)
S-084	STREET VACATION/OFFER OF DEDICATION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-085	NON-STANDARD ENCROACH PERMIT APPL	$12,706	$14,192	($1,486)	89.5%	100%	$1,500	
S-086	EXIST RESID STANDARD ENCROACH PRMT	$2,179	$2,818	($639)	77.3%	100%	$600	
S-087	NON-STANDARD ENCROACH PLAN CHECK	$80	$225	($145)	35.6%	100%	$0	(b)
S-088	NON-STANDARD ENCROACH INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-089	CERTIFICATE OF COMPLIANCE/CORRECT.	N/A	N/A	N/A	N/A	100%	$0	(b)
S-090	PUBLIC WORKS PERMIT ISSUANCE	$9,199	$11,697	($2,498)	78.6%	100%	$2,500	
S-091	WATER QUALITY MGMT PRELIM PLAN CHK	$44,756	$25,681	$19,075	174.3%	100%	($19,100)	
S-092	WATER QUALITY MGMT FINAL PLAN CHECK	$4,411	$19,699	($15,288)	22.4%	100%	$15,300	
S-093	PRELIM HYDROLOGY/HYDRAULIC STUDY	$0	$39,549	($39,549)	0.0%	100%	$39,500	
S-094	FINAL HYDROLOGY/HYDRAULIC STUDY	$50,040	$39,549	$10,491	126.5%	100%	($10,500)	
S-095	STORMWATER POLLUTION PROTECT REVIEW	N/A	N/A	N/A	N/A	100%	$0	(e)

REF #	SERVICE	TOTAL FEE REVENUE	TOTAL SERVICE COST	TOTAL PROFIT/ (SUBSIDY)	PCT. RECOVERY FROM FEES ACTUAL	PCT. RECOVERY FROM FEES SUGGEST	POSSIBLE NEW REVENUE	
S-096	STORMWATER POST-CONSTRUCT INSPECT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-097	SEWER CONNECTION/LATERAL INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(e)
S-098	LANDSCAPE PLAN CHECK	$9,866	$15,783	($5,917)	62.5%	100%	$5,900	
S-099	LANDSCAPE INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-100	TRAFFIC STUDY REVIEW	N/A	N/A	N/A	N/A	100%	$0	(b)
S-101	SCOPING AGREEMENT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-102	TRANSPORTATION WIDE LOAD PERMIT	$16	$20	($4)	80.0%	80%	$0	(c)
S-103	HAUL ROUTE REVIEW	$0	$245	($245)	0.0%	100%	$0	(a)
S-104	DEVELOPMENT ENGINEERING DEPOSIT SVC	$360,000	$626,879	($266,879)	57.4%	100%	$0	
S-105	ENGINEERING EXTRA PLAN CHECK	N/A	N/A	N/A	N/A	100%	$0	(b)
S-106	MISCELLANEOUS ENGINEERING SERVICES	N/A	N/A	N/A	N/A	100%	$0	(b)
	COMMUNITY DEVELOPMENT	**$3,804,984**	**$4,036,726**	**($231,742)**	**94.3%**		**$255,550**	

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Fees are market sensitive
(e) Deletion of service/fee

Development services provided to individuals and businesses account for $3,804,984 in total service costs for the City. The City is able to recover 94.3% from the current fees, and RCS' suggested fees will recover an additional $255,550 for the City.

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Public Safety Services

While the majority of public safety services are tax-based programs such as patrol and investigation, the list below are user fee-based services provided to the public. These service centers are identified for those who use safety services disproportionately from others.

TABLE 2 – PUBLIC SAFETY SERVICES

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)	
S-107	CODE ENFORCEMENT INSPECTION	$0	$122	($122)	0.0%	100%	$0	(a)
S-108	INSPECTION WARRANT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-109	ABATEMENT WARRANT	N/A	N/A	N/A	N/A	100%	$0	(b)
S-110	CODE ENFORCEMENT CITATION HEARING	$0	$14,813	($14,813)	0.0%	100%	$0	(b)
S-111	ABANDONED PROP. INIT. REGISTRATION	$0	$2,196	($2,196)	0.0%	100%	$2,200	
S-112	ABANDONED PROPERTY MONTHLY INSPECT.	$0	$732	($732)	0.0%	100%	$700	
S-113	WEED ABATEMENT	$3,875	$7,564	($3,689)	51.2%	100%	$3,700	
S-114	WEED ABATEMENT SUBSCRIPTION PROGRAM	$4,425	$14,396	($9,971)	30.7%	100%	$10,000	
S-115	FIRE PLAN CHECK/INSPECTION	$164,911	$396,626	($231,715)	41.6%	100%	$115,850	
S-116	STORED VEHICLE RELEASE	$43,125	$101,137	($58,012)	42.6%	100%	$58,000	
S-117	STORED VEHICLE RELEASE - DUI	$3,750	$7,269	($3,519)	51.6%	100%	$3,500	
S-118	VIN VERIFICATION	$165	$643	($478)	25.7%	100%	$500	
S-119	TRAFFIC CITATION SIGN OFF	$105	$166	($61)	63.3%	100%	$100	
S-120	POLICE ALARM LICENSE	$31,500	$41,850	($10,350)	75.3%	100%	$10,400	
S-121	AUTO REPOSSESSION PROCESSING	$0	$19	($19)	0.0%	80%	$0	(c)
S-122	SECOND HAND DEALER LICENSE	$749	$1,634	($885)	45.8%	100%	$900	
S-123	FORTUNETELLER PERMIT	$240	$542	($302)	44.3%	100%	$0	(a)
S-124	MASSAGE TECHNICIAN PERMIT - NEW	$100	$542	($442)	18.5%	100%	$0	(a)
S-125	MASSAGE TECHNICIAN PERMIT - RENEWAL	$100	$44	$56	227.3%	100%	$0	(a)
S-126	MASSAGE ESTABLISHMENT PERMIT	$1,010	$2,240	($1,230)	45.1%	100%	$1,200	
S-127	ADULT ORIENTED ESTABLISHMENT PERMIT	$424	$983	($559)	43.1%	100%	$0	(a)
S-128	TOBACCO RETAILER PERMIT	$250	$983	($733)	25.4%	100%	$0	(a)
S-129	GRAFFITI IMPLEMENTATION SALE PERMIT	$25	$141	($116)	17.7%	100%	$0	(a)
S-130	TOW YARD INSPECTION	$429	$1,060	($631)	40.5%	100%	$600	
S-131	PEDDLER SOLICITOR PERMIT	$750	$2,704	($1,954)	27.7%	100%	$2,000	
S-132	BINGO PERMIT	$100	$926	($826)	10.8%	10%	$0	(c)
S-133	RV PARKING PERMIT	$60	$88	($28)	68.2%	100%	$0	
S-134	GOLF CART PERMIT	$500	$1,733	($1,233)	28.9%	100%	$1,200	
S-135	CONCEALED WEAPON CARRY PERMIT	$100	$383	($283)	26.1%	25%	$0	(c)
S-136	RECORDS CHECK/IMMIGRATION LETTER	$190	$496	($306)	38.3%	100%	$300	
S-137	FINGERPRINTING	$18,320	$35,111	($16,791)	52.2%	100%	$16,800	
S-138	BICYCLE REGISTRATION	$0	$26	($26)	0.0%	15%	$0	(c)
S-139	CITATION PROCESSOR LATE FEE	$30	$34	($4)	88.2%	100%	$0	
S-140	POLICE REPORT COPY	$0	$672	($672)	0.0%	25%	$0	(c)
S-141	POLICE ELECTRONIC FILE COPY	$168	$702	($534)	23.9%	25%	$0	(c)
S-142	ANIMAL RELINQUISHMENT	$440	$3,551	($3,111)	12.4%	100%	$3,100	
S-143	ANIMAL IMPOUND/RETURN TO OWNER	$3,600	$3,891	($291)	92.5%	100%	$300	
S-144	DECEASED ANIMAL PICK UP	$1,272	$2,781	($1,509)	45.7%	100%	$1,500	
S-145	ANIMAL QUARANTINE	$120	$581	($461)	20.7%	100%	$500	
S-146	DANGEROUS ANIMAL REGISTRATION	$677	$661	$16	102.4%	100%	$0	
S-147	ANIMAL TRAP RENTAL	$760	$1,194	($434)	63.7%	100%	$400	
S-148	DOG SILENCER RENTAL	$93	$166	($73)	56.0%	100%	$0	(a)
S-149	KENNEL LICENSE	$668	$1,037	($369)	64.4%	100%	$0	(a)
S-150	SENTRY KENNEL LICENSE	$910	$1,079	($169)	84.3%	100%	$0	(a)

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)
S-151	MICROCHIP IDENTIFICATION DEVICE	$2,520	$3,644	($1,124)	69.2%	100%	$1,100
S-152	ANIMAL CONTROL RESPONSE	$153	$202	($49)	75.7%	100%	$0
S-153	ANIMAL CONTROL SERVICES	$89,682	$425,234	($335,552)	21.1%	100%	$0
	PUBLIC SAFETY	**$376,296**	**$1,082,598**	**($706,302)**	**34.8%**		**$234,850**

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Fees are market sensitive
(e) Deletion of service/fee

Adopting RCS's suggested fees would increase public safety cost recovery by $234,850 per year.

Leisure & Cultural Services

TABLE 3 – LEISURE & CULTURAL SERVICES

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)	
S-154	RECREATION PROGRAMS	$18,750	$816,542	($797,792)	2.3%	2%	$0	(d)
S-155	FACILITY RENTALS	$128,520	$221,180	($92,660)	58.1%	58%	$0	(d)
S-156	BALLFIELD RENTALS	$2,500	$617,369	($614,869)	0.4%	1%	$0	(d)
	LEISURE & CULTURAL	**$149,770**	**$1,655,091**	**($1,505,321)**	**9.0%**		**$0**	

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Fees are market sensitive
(e) Deletion of service/fee

Conclusion of Leisure & Cultural Services. Leisure & Cultural Services include fees from the Community Services Department. As anticipated, the above findings suggest that a subsidy level exists for leisure & cultural activities. This report recommends that leisure and cultural service cost recovery goals be set as a percentage of their program costs. This practice is quite common in local government operations, not because indirect costs do not exist and are not important, but rather to ensure that the cost recovery goals remain relevant, market competitive, and are easily reproducible.

Social Policy. The City Council should develop a conscious policy as to what programs and service centers, and to what extent, should be subsidized with tax monies in promoting social benefit. It may well be that some level of subsidy for many of the services identified in this group is not only necessary, but also appropriate. If that is deemed to be the case, subsidy levels can be set as part of a budgetary or programmatic policy statement. These policy statements can also explicitly describe the social reasoning involved in the decision-making process.

Enterprise Services

Enterprise services represents the enterprise operations within the City, such as wastewater services.

TABLE 4 – ENTERPRISE SERVICES

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)	
S-157	FATS, OILS OR GREASE INSPECTION	$0	$33,334	($33,334)	0.0%	100%	$33,300	
S-158	INDUSTRIAL WASTE INSPECTION	N/A	N/A	N/A	N/A	100%	$0	(b)
S-159	WASTEWATER SURVEY	$0	$11,400	($11,400)	0.0%	100%	$11,400	
S-160	SEWER FLOW MODELING	N/A	N/A	N/A	N/A	100%	$0	(b)
S-161	SEWAGE SPILL RESPONSE	N/A	N/A	N/A	N/A	100%	$0	(b)
	ENTERPRISE	**$0**	**$44,734**	**($44,734)**	**0.0%**		**$44,700**	

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Fees are market sensitive
(e) Deletion of service/fee

With RCS's suggested fee changes, the City will achieve $44,700 in additional cost recovery.

Administrative Services

Miscellaneous administrative service centers fall into this group.

TABLE 5 – ADMINISTRATIVE SERVICES

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)	
S-162	NEW BUSINESS LICENSE PROCESSING	$9,145	$23,187	($14,042)	39.4%	100%	$14,000	
S-163	BUSINESS LICENSE RENEWAL PROCESSING	$19,455	$50,972	($31,517)	38.2%	100%	$31,500	
S-164	RELEASE OF LIEN	$17,850	$12,929	$4,921	138.1%	100%	$0	
S-165	NON-UTILITY NSF CHECK/ACH PROCESS	$0	$35	($35)	0.0%	100%	$0	
S-166	UTILITY BILLING ACH RETURN PROCESS	$0	$11	($11)	0.0%	100%	$0	
S-167	CREDIT CARD PROCESSING	$39,316	$161,000	($121,684)	24.4%	100%	$121,700	
S-168	DOCUMENT REPRODUCTION	$1	$1	$0	100.0%	100%	$0	(c)
S-169	ELECTRONIC FILE REPRODUCTION	$7	$4	$3	175.0%	100%	$0	(c)
S-170	PUBLIC NOTARY	$15	$36	($21)	41.7%	50%	$0	(c)
	ADMINISTRATIVE	**$85,789**	**$248,175**	**($162,386)**	**34.6%**		**$167,200**	

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Fees are market sensitive
(e) Deletion of service/fee

With RCS's suggested fee changes, the City will achieve $167,200 in additional cost recovery, with most coming from a new credit card processing fee. Several administrative services are limited by State law.

Summary of Personal Choice Services

The following Table summarizes the recommendations and suggestions made in this Chapter.

TABLE 6 – SUMMARY

SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	POSSIBLE NEW REVENUE (8)
[S-001 to S-106] COMMUNITY DEVELOPMENT	$3,804,984	$4,036,726	($231,742)	94.3%	VAR.	$255,550
[S-107 to S-153] PUBLIC SAFETY	$376,296	$1,082,598	($706,302)	34.8%	VAR.	$234,850
[S-154 to S-156] LEISURE & CULTURAL	$149,770	$1,655,091	($1,505,321)	9.0%	VAR.	$0
[S-157 to S-162] ENTERPRISE	$0	$44,734	($44,734)	0.0%	VAR.	$44,700
[S-163 to S-171] ADMINISTRATIVE	$85,789	$248,175	($162,386)	34.6%	VAR.	$167,200
	$4,416,839	**$7,067,324**	**($2,650,485)**	**62.5%**		**$702,300**

If all the recommendations and suggestions made in this Chapter and in Appendix A are adopted, the City would raise $702,300 on an annual basis.

When calculating the possible new revenue, we want this number to be as realistic as possible. Therefore, the Possible New Revenue is less than the Total Subsidies in the above schedule. This occurs for the following reasons:

Some services occur infrequently and so no revenue is projected. Other services are market sensitive, and therefore the fees and possible new revenues are projected to be less than the subsidies so that the fees fit into the market.

Taxpayer Equity Achieved. By taking such positive actions, the City's financial picture would be improved, far more equity between taxpayers and fee-payers could be gained, and fairness between property-related and non-property-related services could be secured.

The above table shows that the City is subsidizing $2,650,485 of Personal Choice Services with City tax dollars. Should the City Council feel that tax dollars are insufficient, or use for different purposes, this chapter has shown that there are opportunities to either increase the user fees or lower the cost of Personal Choice Services.

A Master Fee Resolution

RCS recommends that the City adopt a Master Fee Resolution which the Finance Department updates and the City Council adopts annually. RCS will work with Finance to help implement this Resolution.

Policy Regarding "New" Services

RCS also recommends that the City Council adopt a policy of not starting any new service without a cost analysis, using the costing approach utilized in this Report, so as to determine ways in which the service could be fee-financed, if at all possible. This approach could be used when considering new parks or public buildings, improved police protection, or any other desired function or service.

Available to answer questions

RCS is available to discuss the process and results with the City Council. In addition, we can share our experience of doing this for hundreds of cities as the City Council determines what action to take.

CONCLUSION

Elimination of Subsidies

This Report highlights and recommends that most tax subsidies be eliminated as being unintentional. Service users thus can vote with their dollars and not use a service for which they are unwilling or unable to pay. Hidden subsidies, which have existed for many of the City's supposedly self-financed and self-supporting services, can now be re-evaluated.

Issues Involved

The basic issue involved in viewing the results of the analysis presented by this text is to what degree fees should be expected to support the costs of the services.

Or viewed another way, to what extent should general taxes be utilized to subsidize the difference between the costs of each service center and the revenue produced from fees paid by the user of that service'?

Pressure on Tax Money Use. The opposite side of this issue is the increasing pressure on the use of public tax monies. Tax monies have severely decreased for local government in California. If fees do not pay all costs, then taxes must make up the differences not paid for by fees generated by users of specific services, or those services are threatened with extinction.

Addressing of Issues by City Council

The City Council should address the principles and issues enumerated herein to determine where, and to what extent, taxes will be utilized to cover costs incurred in the provision of special services. This is the current nature of competition between deserving public services for the scarce tax dollar. Who gets the dollars -- Police or Public Works? City streets or persons wanting zone changes? Code Enforcement or Animal Control? This is the nature of the tough policy questions involved in being an elected official in local government today.

Specific Policy Alternatives to Be Answered. Once the above cost issues are determined then the City Council has four clear policy alternatives available as to the revenue/cost mix of each service center:

- Continue any tax subsidy which might be found.
- Eliminate the tax subsidy by increasing fees to cover all "costs reasonably borne".
- Reduce costs by reducing the level of service.
- Decide on an appropriate level of tax subsidy, being aware that taxes are now limited in rate, base and, consequently, in amounts yielded and available.

Conclusion

The City has appropriately responded to the mandate and spirit of Proposition 4. It is utilizing the passage of Propositions 4, 13 and 218 and the attention given to them as an opportunity to review its financial structure and philosophy, and to institute a businesslike cost control system, tailored to the City's needs, to supplement its governmental accounting and budgeting systems.

The cooperation, excellent support and data provided in accomplishment of the work reported herein speaks well of the way in which a City organization can adapt to the so-called "new realities" of California governmental finance.

APPENDIX A – SUMMARY OF CURRENT FEES AND PROPOSED FEES

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-001 **TITLE: CONDITIONAL USE PERMIT**

CURRENT FEE	RECOMMENDED FEE
Stand-alone - $2,038.94 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-002 **TITLE: CONDITIONAL USE PERMIT AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
None	$2,715 per application

REF #: S-003 **TITLE: FINDINGS OF PUBLIC CONV/NECESSITY**

CURRENT FEE	RECOMMENDED FEE
None	$2,005 per application

REF #: S-004 **TITLE: CUP TIME EXTENSION**

CURRENT FEE	RECOMMENDED FEE
$829.42 per application	$1,970 per application

REF #: S-005 **TITLE: LARGE GROUP HOME CUP**

CURRENT FEE	RECOMMENDED FEE
$1,117.60 per application	$3,730 per application

REF #: S-006 **TITLE: GENERAL PLAN AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
Up to 50 acres - $3,368 deposit Over 50 acres - $5,563 deposit	Up to 50 acres - $5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs. Over 50 acres - $7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-007 **TITLE: ZONING ORDINANCE TEXT CHANGE**

CURRENT FEE	RECOMMENDED FEE
$4,324 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-008 **TITLE: SPECIFIC PLAN**

CURRENT FEE	RECOMMENDED FEE
$11,081 deposit	$15,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-009 **TITLE: SPECIFIC PLAN AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
$2,686 deposit	$7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-010 **TITLE: SPEC PLAN CONFORMITY DETERMINATION**

CURRENT FEE	RECOMMENDED FEE
$2,354 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-011 **TITLE: ANNEXATION**

CURRENT FEE	RECOMMENDED FEE
$48,235 deposit plus actual costs for LAFCo	$25,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside or LAFCo costs.

REF #: S-012 **TITLE: PLAN OF SERVICES**

CURRENT FEE	RECOMMENDED FEE
$3,584 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-013 **TITLE: DEVELOPMENT AGREEMENT**

CURRENT FEE	RECOMMENDED FEE
$42,426 deposit	$25,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-014 **TITLE: DEVELOPMENT AGREEMENT ANNUAL REVIEW**

CURRENT FEE	RECOMMENDED FEE
$3,027.43 per review	$2,165 per review

REF #: S-015 **TITLE: DEVELOPMENT AGREEMENT AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
$41,231 deposit	$10,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-016 **TITLE: DEVELOPMENT AGREEMENT ASSIGNMENT**

CURRENT FEE	RECOMMENDED FEE
$3,521.16 per application	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-017 **TITLE: ESTOPPEL CERTIFICATE**

CURRENT FEE	RECOMMENDED FEE
$3,521.16 per application	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-018 **TITLE: ENVIRONMENTAL REVIEW**

CURRENT FEE	RECOMMENDED FEE
Actual consultant cost plus 20% Administrative fee	Actual consultant cost plus 20% Administrative fee
Filing Fees - Actual costs	Filing Fees - Actual costs

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-019 **TITLE: FACILITY FEE CREDIT AGREEMENT**

CURRENT FEE	RECOMMENDED FEE
$9,797 deposit	$10,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-020 **TITLE: DENSITY BONUS AGREEMENT**

CURRENT FEE	RECOMMENDED FEE
$2,994.38 per application	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-021 **TITLE: PRE-APPLICATION MEETING**

CURRENT FEE	RECOMMENDED FEE
$907.92 per meeting/review	$2,210 per meeting/review 50% credit on the first meeting's fee if the project is submitted within six months.

REF #: S-022 **TITLE: ZONING MAP CHANGE**

CURRENT FEE	RECOMMENDED FEE
$4,324 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-023 **TITLE: TENTATIVE PARCEL MAP**

CURRENT FEE	RECOMMENDED FEE
$1,723 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-024 **TITLE: TENTATIVE TRACT MAP**

CURRENT FEE	RECOMMENDED FEE
$4,390 deposit	$7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-025 **TITLE: TENTATIVE MAP TIME EXTENSION**

CURRENT FEE	RECOMMENDED FEE
$846.98 per application	$2,190 per application

REF #: S-026 **TITLE: CONDOMINIUM CONVERSION**

CURRENT FEE	RECOMMENDED FEE
$10,548 deposit	$10,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-027 **TITLE: VARIANCE**

CURRENT FEE	RECOMMENDED FEE
$1,530.76 per application	$2,560 per application

REF #: S-028 **TITLE: MINOR VARIANCE/MODIF OF STANDARDS**

CURRENT FEE	RECOMMENDED FEE
$154.94 per application	$245 per application

REF #: S-029 **TITLE: PLOT PLAN**

CURRENT FEE	RECOMMENDED FEE
$3,778 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-030 **TITLE: PLOT PLAN AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
$2,148 deposit	$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-031 **TITLE: PLOT PLAN TIME EXTENSION**

CURRENT FEE	RECOMMENDED FEE
$565 per application	$2,005 per application

REF #: S-032 **TITLE: RESIDENTIAL ADMIN PLOT PLAN**

CURRENT FEE	RECOMMENDED FEE
$516.45 per application	$925 per application

REF #: S-033 **TITLE: NON-RESIDENTIAL ADMIN PLOT PLAN**

CURRENT FEE	RECOMMENDED FEE
$516.45 per application	$1,030 per application

REF #: S-034 **TITLE: MINOR PLOT PLAN - STAFF**

CURRENT FEE	RECOMMENDED FEE
$1,219.85 per application	$1,435 per application

REF #: S-035 **TITLE: MINOR PLOT PLAN - PLAN COMM**

CURRENT FEE	RECOMMENDED FEE
$1,219.85 per application	$3,230 per application

REF #: S-036 **TITLE: PICK A LOT SITE PLAN REVIEW**

CURRENT FEE	RECOMMENDED FEE
$103.29 per lot	$315 per lot

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-037 **TITLE: MAP/PLOT PLAN CONFORMITY DETERMIN.**

CURRENT FEE	RECOMMENDED FEE
$984 deposit	$2,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-038 **TITLE: LANDSCAPE PLAN REVIEW**

CURRENT FEE	RECOMMENDED FEE
$743.69 per application	$20 per application plus $140 per sheet

REF #: S-039 **TITLE: LANDSCAPE PLAN AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
$614.58 per application	$20 per application plus $140 per sheet Cost is based on six sheets

REF #: S-040 **TITLE: LANDSCAPE INSPECTION**

CURRENT FEE	RECOMMENDED FEE
$81.60 per lot	$205 per lot

REF #: S-041 **TITLE: SIGN PROGRAM**

CURRENT FEE	RECOMMENDED FEE
$1,652.64 per application	$1,870 per application

REF #: S-042 **TITLE: SIGN PROGRAM AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
$969.89 per application	$1,870 per application

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-043 **TITLE: SIGN PERMIT**

CURRENT FEE	RECOMMENDED FEE
$206.58 per application	$375 per application

REF #: S-044 **TITLE: SIGN PERMIT PANEL CHANGE**

CURRENT FEE	RECOMMENDED FEE
$82.63 per application	$170 per application

REF #: S-045 **TITLE: TEMPORARY SIGN PERMIT**

CURRENT FEE	RECOMMENDED FEE
None	$170 per application

REF #: S-046 **TITLE: UNLICENSED GROUP HOME PERMIT**

CURRENT FEE	RECOMMENDED FEE
$800 per application	$3,335 per application

REF #: S-047 **TITLE: AUTOMOBILE FOR HIRE REVIEW**

CURRENT FEE	RECOMMENDED FEE
$413.16 per application	$2,720 per application

REF #: S-048 **TITLE: HOME OCCUPATION PERMIT**

CURRENT FEE	RECOMMENDED FEE
$77.47 per application	$225 per application

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-049 **TITLE: MINOR SPECIAL EVENT PERMIT**

CURRENT FEE	RECOMMENDED FEE
$77.47 per application	$1,290 per application

REF #: S-050 **TITLE: MAJOR SPECIAL EVENT PERMIT**

CURRENT FEE	RECOMMENDED FEE
$77.47 per application	$1,985 per application Carnival/Circus/Menagerie - additional $455 per application Events of more than 1,000 people - $5,000 deposit with charges at the fully allocated hourly rates for all staff involved plus any outside costs.

REF #: S-051 **TITLE: MISCELLANEOUS SPECIAL EVENT PERMIT**

CURRENT FEE	RECOMMENDED FEE
$77.47 per application	$1,000 per application

REF #: S-052 **TITLE: APPEAL TO PLANNING COMISSION**

CURRENT FEE	RECOMMENDED FEE
$642.46 per appeal	$2,585 per appeal

REF #: S-053 **TITLE: APPEAL TO CITY COUNCIL**

CURRENT FEE	RECOMMENDED FEE
$1,945.98 per appeal	$2,985 per appeal

REF #: S-054 **TITLE: PLANNING INFORMATION REQUEST**

CURRENT FEE	RECOMMENDED FEE
$56.81 per letter	$225 per letter Plus a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved for additional research.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-055 **TITLE: MISCELLANEOUS PLANNING REVIEW**

CURRENT FEE	RECOMMENDED FEE
$1,195 deposit Planning Commission Hearing required by any action - $786.04	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-056 **TITLE: COM DEV TECHNOLOGY SURCHARGE**

CURRENT FEE	RECOMMENDED FEE
3.29% Of Building, Planning, and Engineering fees	3.29% Of Building, Planning, and Engineering fees

REF #: S-057 **TITLE: BUILDING PLAN CHECK/INSPECTION**

CURRENT FEE	RECOMMENDED FEE
See Appendix C for detail	See Appendix C for detail

REF #: S-058 **TITLE: FINAL PARCEL MAP**

CURRENT FEE	RECOMMENDED FEE
$2,500 deposit	$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-059 **TITLE: FINAL TRACT MAP**

CURRENT FEE	RECOMMENDED FEE
$4,000 deposit	$7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-060 **TITLE: TENTATIVE REVERSION TO ACREAGE**

CURRENT FEE	RECOMMENDED FEE
$1,000 deposit	This fee should be removed as the service is no longer provided.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-061 **TITLE: LOT LINE ADJUSTMENT/PARCEL MERGER**

CURRENT FEE	RECOMMENDED FEE
$1,200 deposit with charges at contract cost plus 20% for administration	$1,200 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-062 **TITLE: FINAL MONUMENT SETTING**

CURRENT FEE	RECOMMENDED FEE
First four parcels/lots - $2,582.25 plus $258.23 per each additional parcel/lot	This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-063 **TITLE: FINAL MONUMENT INSPECTION**

CURRENT FEE	RECOMMENDED FEE
First four parcels/lots - $1,032.90 plus $25.82 per each additional parcel/lot	$1,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-064 **TITLE: PRELIMINARY GRADING PLAN CHECK**

CURRENT FEE	RECOMMENDED FEE
None	$565 per plan

REF #: S-065 **TITLE: RESIDENTIAL GRADING PLAN CHECK**

CURRENT FEE	RECOMMENDED FEE
Grading/Stockpile - $620.77 per sheet Wall/Fence - $273.72 per sheet Parking Lot Plan Check and Inspection - $258.23 per sheet Erosion Control - $1,000 deposit	$95 per plan plus $750 per sheet

REF #: S-066 **TITLE: RES GRADING PLAN CHECK AMENDMENT**

CURRENT FEE	RECOMMENDED FEE
$2,500 deposit	$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-067 TITLE: RES GRADING PLAN CHECK ADD'L REVIEW

CURRENT FEE

$1,000 deposit with charges at contract cost plus 20% for administration

RECOMMENDED FEE

$1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-068 TITLE: COMMERCIAL GRADING PLAN CHECK

CURRENT FEE

Grading/Stockpile - $812.89 per sheet
Wall/Fence - $273.72 per sheet
Parking Lot Plan Check and Inspection - $258.23 per sheet
Erosion Control - $1,000 deposit

RECOMMENDED FEE

$95 per plan plus $1,125 per sheet

REF #: S-069 TITLE: COMMERCIAL GRADING PLAN AMENDMENT

CURRENT FEE

$2,500 deposit

RECOMMENDED FEE

$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-070 TITLE: COMM GRADING PLAN CHECK ADD'L REV

CURRENT FEE

$1,000 deposit with charges at contract cost plus 20% for administration

RECOMMENDED FEE

$1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-071 TITLE: GRADING/STOCKPILE INSPECTION

CURRENT FEE

2,000-10,000 CY - $1,735.27 plus $433.82 each additional 1,000 cubic Yards or fraction thereof up to 10,000 cubic yards
10,001-100,000 CY - $3,904.36 plus $63.01 each additional 1,000 cubic Yards or fraction thereof up to 100,000 cubic yards
100,001-200,000 CY - $10,845.45 plus $108.45 each additional 1,000 cubic Yards or fraction thereof up to 200,000 cubic yards
200,001+ CY - $25,000 deposit
Clear & Grub - $5,000 plus $500 per acre over 10 acres deposit

RECOMMENDED FEE

Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-072 **TITLE: GRADING/STOCKPILE RES. INFILL INSP**

CURRENT FEE	RECOMMENDED FEE
$433.82 per application	$435 per permit

REF #: S-073 **TITLE: STREET LIGHT PLAN REVIEW**

CURRENT FEE	RECOMMENDED FEE
$623.87 per plan	$95 per plan plus $655 per sheet

REF #: S-074 **TITLE: IMPROVEMENT CONSTRUCTION PLAN CHECK**

CURRENT FEE	RECOMMENDED FEE
$686.88 per sheet	$95 per plan plus $1,030 per sheet

REF #: S-075 **TITLE: IMPROVEMENT CONSTRUCTION PLAN AMEND**

CURRENT FEE	RECOMMENDED FEE
$2,500 deposit	$1,500 deposit with charges at contract cost plus 20% for administration

REF #: S-076 **TITLE: IMPROVEMENT CONSTRUCTION INSPECTION**

CURRENT FEE	RECOMMENDED FEE
Deposit based on the Engineers Estimate (Minimum $750) Street Light Inspection - $78.50 per light	Deposit based on the Engineers Estimate (Minimum $750)

REF #: S-077 **TITLE: SUBDIVISION/IMPROVEMENT AGREEMENT**

CURRENT FEE	RECOMMENDED FEE
$288.18 per agreement	$725 per agreement plus actual costs for legal services

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-078 **TITLE: PERFORMANCE BOND RELEASE**

CURRENT FEE	RECOMMENDED FEE
$484.43 per application	$915 per application

REF #: S-079 **TITLE: BOND RELEASE INSPECTION**

CURRENT FEE	RECOMMENDED FEE
$3,000 deposit	$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-080 **TITLE: MAINTENANCE BOND RELEASE**

CURRENT FEE	RECOMMENDED FEE
$484.43 per application	$915 per application

REF #: S-081 **TITLE: MAINTENANCE BOND INSPECTION**

CURRENT FEE	RECOMMENDED FEE
$3,000 deposit	$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-082 **TITLE: SUSPENSION OF IMPROVEMENT AGREEMENT**

CURRENT FEE	RECOMMENDED FEE
$1,000 deposit	This fee should be removed as the service is no longer provided.

REF #: S-083 **TITLE: APPEAL SUSPENSION OF IMPROVEMENT**

CURRENT FEE	RECOMMENDED FEE
$1,000 deposit	This fee should be removed as the service is no longer provided.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-084 **TITLE: STREET VACATION/OFFER OF DEDICATION**

CURRENT FEE

$1,200 deposit with charges at contract cost plus 20% for administration

RECOMMENDED FEE

$2,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-085 **TITLE: NON-STANDARD ENCROACH PERMIT APPL**

CURRENT FEE

$51.65 per application

RECOMMENDED FEE

$60 per application

REF #: S-086 **TITLE: EXIST RESID STANDARD ENCROACH PRMT**

CURRENT FEE

$217.94 per permit

RECOMMENDED FEE

$280 per permit

REF #: S-087 **TITLE: NON-STANDARD ENCROACH PLAN CHECK**

CURRENT FEE

Actual Cost

RECOMMENDED FEE

$40 per plan plus charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-088 **TITLE: NON-STANDARD ENCROACH INSPECTION**

CURRENT FEE

$500 deposit

RECOMMENDED FEE

Deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-089 **TITLE: CERTIFICATE OF COMPLIANCE/CORRECT.**

CURRENT FEE

$1,000 deposit with charges at contract cost plus 20% for administration

RECOMMENDED FEE

$1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-090 **TITLE: PUBLIC WORKS PERMIT ISSUANCE**

CURRENT FEE	RECOMMENDED FEE
Within One Year - $75.40 After One Year - $500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Within One Year - $95 After One Year - $1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-091 **TITLE: WATER QUALITY MGMT PRELIM PLAN CHK**

CURRENT FEE	RECOMMENDED FEE
0-10 acres - $4,211.13 per plan Above 10 acres - $5,533.25 per plan	0-10 acres - $2,345 per plan Above 10 acres - $3,465 per plan

REF #: S-092 **TITLE: WATER QUALITY MGMT FINAL PLAN CHECK**

CURRENT FEE	RECOMMENDED FEE
$441.05 per plan	0-10 acres - $1,855 per plan Above 10 acres - $2,420 per plan

REF #: S-093 **TITLE: PRELIM HYDROLOGY/HYDRAULIC STUDY**

CURRENT FEE	RECOMMENDED FEE
None	0-10 acres - $2,345 per study 10-50 acres - $3.095 per study 50-100 acres - $3,840 per study 100+ acres - $4,590 per study

REF #: S-094 **TITLE: FINAL HYDROLOGY/HYDRAULIC STUDY**

CURRENT FEE	RECOMMENDED FEE
0-10 acres - $2,889.02 per study 10-50 acres - $4,211.13 per study 50-100 acres - $5,533.25 per study 100+ acres - $8,177.47 per study	0-10 acres - $2,345 per study 10-50 acres - $3,095 per study 50-100 acres - $3,840 per study 100+ acres - $4,590 per study

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-095 TITLE: STORMWATER POLLUTION PROTECT REVIEW

CURRENT FEE

Plan Check:
0-10 acres - $4,211.13 per plan
Above 10 acres - $5,533.25 per plan

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is provided by the State.

REF #: S-096 TITLE: STORMWATER POST-CONSTRUCT INSPECT

CURRENT FEE

None

RECOMMENDED FEE

Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-097 TITLE: SEWER CONNECTION/LATERAL INSPECTION

CURRENT FEE

$75 per inspection

Special Construction or Construction under unusual conditions - $65 per hour ($75 minimum)

RECOMMENDED FEE

This fee should be removed as the service cost is already covered as part an encroachment permit.

REF #: S-098 TITLE: LANDSCAPE PLAN CHECK

CURRENT FEE

$411.09 per sheet

RECOMMENDED FEE

$95 per plan plus $560 per sheet

REF #: S-099 TITLE: LANDSCAPE INSPECTION

CURRENT FEE

Deposit of 50% of Engineers Estimate ($500 minimum)

RECOMMENDED FEE

Deposit of 50% of Engineers Estimate ($500 minimum)

REF #: S-100 TITLE: TRAFFIC STUDY REVIEW

CURRENT FEE

$1,000 deposit with charges at contract cost plus 20% for administration

RECOMMENDED FEE

$2,000 deposit with charges at contract cost plus 20% for administration

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-101 **TITLE: SCOPING AGREEMENT**

CURRENT FEE	RECOMMENDED FEE
None	$750 deposit with charges at contract cost plus 20% for administration

REF #: S-102 **TITLE: TRANSPORTATION WIDE LOAD PERMIT**

CURRENT FEE	RECOMMENDED FEE
Fees are set by the State: Single - $16 per permit Annual - $90 per permit	Fees are set by the State: Single - $16 per permit Annual - $90 per permit

REF #: S-103 **TITLE: HAUL ROUTE REVIEW**

CURRENT FEE	RECOMMENDED FEE
None	$245 per application

REF #: S-104 **TITLE: DEVELOPMENT ENGINEERING DEPOSIT SVC**

CURRENT FEE	RECOMMENDED FEE
These fees are detailed in the various services with a deposit-based fee	These fees are detailed in the various services with a deposit-based fee

REF #: S-105 **TITLE: ENGINEERING EXTRA PLAN CHECK**

CURRENT FEE	RECOMMENDED FEE
Charges at contract cost plus 20% for administration	Charges at contract cost plus 20% for administration

REF #: S-106 **TITLE: MISCELLANEOUS ENGINEERING SERVICES**

CURRENT FEE	RECOMMENDED FEE
Actual Cost	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs plus 20% for administration.

REF #: S-107 **TITLE: CODE ENFORCEMENT INSPECTION**

CURRENT FEE	RECOMMENDED FEE
None	$120 per hour

REF #: S-108 **TITLE: INSPECTION WARRANT**

CURRENT FEE	RECOMMENDED FEE
None	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-109 **TITLE: ABATEMENT WARRANT**

CURRENT FEE	RECOMMENDED FEE
None	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-110 **TITLE: CODE ENFORCEMENT CITATION HEARING**

CURRENT FEE	RECOMMENDED FEE
None	$500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-111 **TITLE: ABANDONED PROP. INIT. REGISTRATION**

CURRENT FEE	RECOMMENDED FEE
None	$185 per property

REF #: S-112 **TITLE: ABANDONED PROPERTY MONTHLY INSPECT.**

CURRENT FEE	RECOMMENDED FEE
None	$60 per month

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-113 **TITLE: WEED ABATEMENT**

CURRENT FEE	RECOMMENDED FEE
$125 plus actual cost of abatement	$245 plus actual cost of abatement

REF #: S-114 **TITLE: WEED ABATEMENT SUBSCRIPTION PROGRAM**

CURRENT FEE	RECOMMENDED FEE
$75 plus actual cost of abatement	$245 or 20% of abatement cost, whichever is less, plus actual cost of abatement

REF #: S-115 **TITLE: FIRE PLAN CHECK/INSPECTION**

CURRENT FEE	RECOMMENDED FEE
See Appendix D for detail	See Appendix D for detail

REF #: S-116 **TITLE: STORED VEHICLE RELEASE**

CURRENT FEE	RECOMMENDED FEE
$75 per release	$175 per release

REF #: S-117 **TITLE: STORED VEHICLE RELEASE - DUI**

CURRENT FEE	RECOMMENDED FEE
$150 per release	$290 per release

REF #: S-118 **TITLE: VIN VERIFICATION**

CURRENT FEE	RECOMMENDED FEE
$15 per vehicle	$60 per vehicle

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-119 **TITLE: TRAFFIC CITATION SIGN OFF**

CURRENT FEE	RECOMMENDED FEE
$15 per citation	$25 per citation

REF #: S-120 **TITLE: POLICE ALARM LICENSE**

CURRENT FEE	RECOMMENDED FEE
$21 per license	$28 per license

REF #: S-121 **TITLE: AUTO REPOSSESSION PROCESSING**

CURRENT FEE	RECOMMENDED FEE
None	Fee is set by State law: $15 per vehicle

REF #: S-122 **TITLE: SECOND HAND DEALER LICENSE**

CURRENT FEE	RECOMMENDED FEE
$107 per application	$235 per application

REF #: S-123 **TITLE: FORTUNETELLER PERMIT**

CURRENT FEE	RECOMMENDED FEE
$240 per application per year	$540 per application per year

REF #: S-124 **TITLE: MASSAGE TECHNICIAN PERMIT - NEW**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$540 per application

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-125 **TITLE: MASSAGE TECHNICIAN PERMIT - RENEWAL**

CURRENT FEE	RECOMMENDED FEE
$100 per renewal	$45 per renewal

REF #: S-126 **TITLE: MASSAGE ESTABLISHMENT PERMIT**

CURRENT FEE	RECOMMENDED FEE
$101 per application, annually	$225 per application, annually

REF #: S-127 **TITLE: ADULT ORIENTED ESTABLISHMENT PERMIT**

CURRENT FEE	RECOMMENDED FEE
$424 per application, annually	$985 per application, annually

REF #: S-128 **TITLE: TOBACCO RETAILER PERMIT**

CURRENT FEE	RECOMMENDED FEE
$250 per application	$985 per application

REF #: S-129 **TITLE: GRAFFITI IMPLEMENTATION SALE PERMIT**

CURRENT FEE	RECOMMENDED FEE
$25 per application	$140 per application

REF #: S-130 **TITLE: TOW YARD INSPECTION**

CURRENT FEE	RECOMMENDED FEE
$143 per inspection	$355 per inspection

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-131 **TITLE: PEDDLER SOLICITOR PERMIT**

CURRENT FEE	RECOMMENDED FEE
$50 per person, annually	$180 per person, annually

REF #: S-132 **TITLE: BINGO PERMIT**

CURRENT FEE	RECOMMENDED FEE
$50 per application	Remote Caller Game - $465 per permit Other - $50 per application (limited by State law)

REF #: S-133 **TITLE: RV PARKING PERMIT**

CURRENT FEE	RECOMMENDED FEE
$5 per permit	$7.50 per permit

REF #: S-134 **TITLE: GOLF CART PERMIT**

CURRENT FEE	RECOMMENDED FEE
$50 per application, annually	$175 per application, annually

REF #: S-135 **TITLE: CONCEALED WEAPON CARRY PERMIT**

CURRENT FEE	RECOMMENDED FEE
$100 per application	Fee is set by State Law: New application - $100 $25 - renewal application Amended application - $10 Psychological testing costs are to be added to the above fee up to $150 20% of the fee is collected upon filing of the initial application and is and is non-refundable. The balance of the fee is collected on issuance of the license.

REF #: S-136 **TITLE: RECORDS CHECK/IMMIGRATION LETTER**

CURRENT FEE	RECOMMENDED FEE
$10 per check	$25 per check

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-137 **TITLE: FINGERPRINTING**

CURRENT FEE	RECOMMENDED FEE
Resident - $15 Non-Resident - $25	Resident - $25 Non-Resident - $35

REF #: S-138 **TITLE: BICYCLE REGISTRATION**

CURRENT FEE	RECOMMENDED FEE
None	Per State Vehicle Code, Section 39004: New - $4 Transfer - $2 Replacement - $2 Renewal - $2

REF #: S-139 **TITLE: CITATION PROCESSOR LATE FEE**

CURRENT FEE	RECOMMENDED FEE
$30 per citation	$35 per citation

REF #: S-140 **TITLE: POLICE REPORT COPY**

CURRENT FEE	RECOMMENDED FEE
Black & White - $0.35 per copy Color - $0.45 per copy	Black & White - $0.35 per copy Color - $0.45 per copy

REF #: S-141 **TITLE: POLICE ELECTRONIC FILE COPY**

CURRENT FEE	RECOMMENDED FEE
$7 per device	$7 per device

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-142 **TITLE: ANIMAL RELINQUISHMENT**

CURRENT FEE	RECOMMENDED FEE
Pick up - $20 Bring in - $10 Shelter Cost - $81	Beaumont: Pick up - $135 Bring In - $115 Calimesa: Pick up - $135 Bring In - $115 Shelter Cost - $81

REF #: S-143 **TITLE: ANIMAL IMPOUND/RETURN TO OWNER**

CURRENT FEE	RECOMMENDED FEE
Beaumont - $50 Calimesa - $80	Beaumont - $50 Calimesa - $80

REF #: S-144 **TITLE: DECEASED ANIMAL PICK UP**

CURRENT FEE	RECOMMENDED FEE
Beaumont - $40 Calimesa - $132	Beaumont - $140 Calimesa - $140

REF #: S-145 **TITLE: ANIMAL QUARANTINE**

CURRENT FEE	RECOMMENDED FEE
$40 per animal plus $15 per day	Beaumont - $175 per animal plus $50 per day Calimesa - $175 per animal plus $50 per day

REF #: S-146 **TITLE: DANGEROUS ANIMAL REGISTRATION**

CURRENT FEE	RECOMMENDED FEE
Beaumont - $208 Calimesa - $263	$220 per animal

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-147 TITLE: ANIMAL TRAP RENTAL

CURRENT FEE

Beaumont - $25 per trap plus $10 per day after the fifth day
Calimesa - $97 per trap plus $12 per day after the fifth day

Small Trap Replacement:
Beaumont - $149
Calimesa - $157
Large Trap Replacement:
Beaumont - $299
Calimesa - $307

RECOMMENDED FEE

Beaumont - $60 per trap plus $10 per day after the fifth day
Calimesa - $97 per trap plus $12 per day after the fifth day

Plus deposit based on replacement cost of trap

REF #: S-148 TITLE: DOG SILENCER RENTAL

CURRENT FEE

Beaumont - $20
Calimesa - $73

Replacement:
Beaumont - $154
Calimesa - $162

RECOMMENDED FEE

Beaumont - $60
Calimesa - $73

Plus deposit based on replacement cost of trap

REF #: S-149 TITLE: KENNEL LICENSE

CURRENT FEE

Beaumont:
1 year - $291
2 year - $377

Late Fee Penalty - 50% of License Fee

RECOMMENDED FEE

Beaumont:
1 year - $300
2 year - $425
Calimesa:
1 year - $300

Late Fee Penalty - 50% of License Fee

REF #: S-150 TITLE: SENTRY KENNEL LICENSE

CURRENT FEE

Beaumont:
1 year - $338
2 year - $572

Late Fee Penalty - 50% of License Fee

RECOMMENDED FEE

Beaumont:
1 year - $365
2 year - $715

Late Fee Penalty - 50% of License Fee

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-151 **TITLE: MICROCHIP IDENTIFICATION DEVICE**

CURRENT FEE	RECOMMENDED FEE
$28 per device	Beaumont - $35 Calimesa - $35

REF #: S-152 **TITLE: ANIMAL CONTROL RESPONSE**

CURRENT FEE	RECOMMENDED FEE
Beaumont - $59 Calimesa - $94	Beaumont - $75 Calimesa - $94

REF #: S-153 **TITLE: ANIMAL CONTROL SERVICES**

CURRENT FEE	RECOMMENDED FEE
See Appendix E for detail	See Appendix E for detail

REF #: S-154 **TITLE: RECREATION PROGRAMS**

CURRENT FEE	RECOMMENDED FEE
Various fees	See Appendix F for detail

REF #: S-155 **TITLE: FACILITY RENTALS**

CURRENT FEE	RECOMMENDED FEE
Various fees	See Appendix F for detail

REF #: S-156 **TITLE: BALLFIELD RENTALS**

CURRENT FEE	RECOMMENDED FEE
Various fees	See Appendix F for detail

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-157 **TITLE: FATS, OILS OR GREASE INSPECTION**

CURRENT FEE	RECOMMENDED FEE
None	General Facility - $205 per first inspection Dental Facility - $205 per first inspection plus $40 for Amalgam use Reinspection - $95

REF #: S-158 **TITLE: INDUSTRIAL WASTE INSPECTION**

CURRENT FEE	RECOMMENDED FEE
Actual costs	Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-159 **TITLE: WASTEWATER SURVEY**

CURRENT FEE	RECOMMENDED FEE
$25.82 per review (not currently charging)	$30 per review

REF #: S-160 **TITLE: SEWER FLOW MODELING**

CURRENT FEE	RECOMMENDED FEE
Actual cost plus 20% for administration	Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-161 **TITLE: SEWAGE SPILL RESPONSE**

CURRENT FEE	RECOMMENDED FEE
Actual cost plus 20% for administration	Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-162 **TITLE: NEW BUSINESS LICENSE PROCESSING**

CURRENT FEE	RECOMMENDED FEE
$31 per application On-Line - $15 per application	$80 per application

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-163 **TITLE: BUSINESS LICENSE RENEWAL PROCESSING**

CURRENT FEE	RECOMMENDED FEE
$15 per renewal On-Line - $5 per renewal	$40 per renewal

REF #: S-164 **TITLE: RELEASE OF LIEN**

CURRENT FEE	RECOMMENDED FEE
$51 per lien	$50 per lien plus County fees

REF #: S-165 **TITLE: NON-UTILITY NSF CHECK/ACH PROCESS**

CURRENT FEE	RECOMMENDED FEE
None	$35 per NSF check/ACH

REF #: S-166 **TITLE: UTILITY BILLING ACH RETURN PROCESS**

CURRENT FEE	RECOMMENDED FEE
None	$10 per ACH return

REF #: S-167 **TITLE: CREDIT CARD PROCESSING**

CURRENT FEE	RECOMMENDED FEE
Fees calculated based on the amount charged and the actual merchant rates	2% of the amount charged

REF #: S-168 **TITLE: DOCUMENT REPRODUCTION**

CURRENT FEE	RECOMMENDED FEE
Black & White - $0.35 per copy Color - $0.45 per copy Larger than 11 x 17 - $10	Black & White - $0.35 per copy Color - $0.45 per copy Larger than 11 x 17 - Actual Costs

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

REF #: S-169 **TITLE: ELECTRONIC FILE REPRODUCTION**

CURRENT FEE	RECOMMENDED FEE
Reproduction - $7 per disc Scan of documents to disc - $0.25 per page Scan of documents larger than 11 x 17 to disc - $7 per page Electronically transmitted documents - $0.20 per image Photographs from Development Center - Actual Costs	$7 per device

REF #: S-170 **TITLE: PUBLIC NOTARY**

CURRENT FEE	RECOMMENDED FEE
$15 per signature (fee is set by the State)	$15 per signature (fee is set by the State)

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APPENDIX B - SUMMARY WORKSHEETS MATCHED WITH COST DETAIL WORKSHEETS

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONDITIONAL USE PERMIT	**S-001**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request for a new use for a particular site which is allowable with a Conditional Use Permit usually with conditions placed on the approval.

CURRENT FEE STRUCTURE

Stand-alone - $2,038.94 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**6**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONDITIONAL USE PERMIT	**S-001**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**6**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONDITIONAL USE PERMIT AMENDMENT	**S-002**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed amendment to an approved Conditional Use Permit for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$2,713.00**	**TOTAL COST:**	**$2,713**
UNIT PROFIT (SUBSIDY):	**$(2,713.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,713)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,715 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONDITIONAL USE PERMIT AMENDMENT	**S-002**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		1.00	$187.30	1	$187
PUBLIC WORKS	PW DIR/CITY ENGINEER		0.50	$147.20	1	$147
PLANNING	COMM DEV DIR/DEPUTY CM		1.75	$541.33	1	$541
PLANNING	PLANNING MANAGER		7.00	$1,817.48	1	$1,817
		TYPE SUBTOTAL	**10.50**	**$2,712.96**		**$2,713**
		TOTALS	**10.50**	**$2,713.00**		**$2,713**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINDINGS OF PUBLIC CONV/NECESSITY	**S-003**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request for a public convenience to serve alcohol on a temporary basis for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$2,006.00**	**TOTAL COST:**	**$2,006**
UNIT PROFIT (SUBSIDY):	**$(2,006.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,006)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,005 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINDINGS OF PUBLIC CONV/NECESSITY	**S-003**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		2.00	$301.42	1	$301
PLANNING	COMM DEV DIR/DEPUTY CM		1.25	$386.66	1	$387
PLANNING	PLANNING MANAGER		5.00	$1,298.20	1	$1,298
		TYPE SUBTOTAL	**8.50**	**$2,005.93**		**$2,006**
		TOTALS	**8.50**	**$2,006.00**		**$2,006**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CUP TIME EXTENSION	**S-004**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed time extension to an approved CUP that will expire in compliance with City codes and standards.

CURRENT FEE STRUCTURE

$829.42 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$829.00**	**TOTAL REVENUE:**	**$829**
UNIT COST:	**$1,968.00**	**TOTAL COST:**	**$1,968**
UNIT PROFIT (SUBSIDY):	**$(1,139.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,139)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**42.12%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,970 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CUP TIME EXTENSION	**S-004**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		1.75	$263.74	1	$264
PLANNING	COMM DEV DIR/DEPUTY CM		1.25	$386.66	1	$387
PLANNING	PLANNING MANAGER		5.00	$1,298.20	1	$1,298
		TYPE SUBTOTAL	**8.25**	**$1,968.25**		**$1,968**
		TOTALS	**8.25**	**$1,968.00**		**$1,968**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LARGE GROUP HOME CUP	**S-005**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request for a Group Home for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$1,117.60 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,118.00**	**TOTAL REVENUE:**	**$1,118**
UNIT COST:	**$3,729.00**	**TOTAL COST:**	**$3,729**
UNIT PROFIT (SUBSIDY):	**$(2,611.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,611)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**29.98%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,730 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LARGE GROUP HOME CUP	**S-005**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		2.00	$374.60	1	$375
PUBLIC WORKS	PW DIR/CITY ENGINEER		0.50	$147.20	1	$147
PLANNING	ASST/ASSOC PLANNER		2.75	$414.45	1	$414
PLANNING	COMM DEV DIR/DEPUTY CM		2.25	$695.99	1	$696
PLANNING	PLANNING MANAGER		8.00	$2,077.12	1	$2,077
		TYPE SUBTOTAL	**15.75**	**$3,729.01**		**$3,729**
		TOTALS	**15.75**	**$3,729.00**		**$3,729**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GENERAL PLAN AMENDMENT	**S-006**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request to amend the General Plan in compliance with City codes and standards.

CURRENT FEE STRUCTURE

Up to 50 acres - $3,368 deposit
Over 50 acres - $5,563 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Up to 50 acres - $5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
Over 50 acres - $7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GENERAL PLAN AMENDMENT	**S-006**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ZONING ORDINANCE TEXT CHANGE	**S-007**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed zone text amendment for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$4,324 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ZONING ORDINANCE TEXT CHANGE	**S-007**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SPECIFIC PLAN	**S-008**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed new Specific Plan for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$11,081 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$15,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SPECIFIC PLAN	**S-008**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SPECIFIC PLAN AMENDMENT	**S-009**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of proposed amendment to an existing Specific Plan.

CURRENT FEE STRUCTURE

$2,686 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SPECIFIC PLAN AMENDMENT	**S-009**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SPEC PLAN CONFORMITY DETERMINATION	**S-010**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of minor changes to an approved Specific Plan to determine if it substantially conforms with previous approvals.

CURRENT FEE STRUCTURE

$2,354 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SPEC PLAN CONFORMITY DETERMINATION	**S-010**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANNEXATION	**S-011**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request for an annexation to the City for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$48,235 deposit plus actual costs for LAFCo

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$25,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside or LAFCo costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANNEXATION	**S-011**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLAN OF SERVICES	**S-012**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a plan of services related to a proposed annexation for compliance with City codes and standards

CURRENT FEE STRUCTURE

$3,584 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLAN OF SERVICES	**S-012**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT	**S-013**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Negotiate and enforce agreements to develop land within specific physical requirements.

CURRENT FEE STRUCTURE

$42,426 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$25,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT	**S-013**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT ANNUAL REVIEW	**S-014**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	REVIEW	

DESCRIPTION OF SERVICE

Annual review of an approved Development Agreement.

CURRENT FEE STRUCTURE

$3,027.43 per review

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$3,027.00**	**TOTAL REVENUE:**	**$3,027**
UNIT COST:	**$2,165.00**	**TOTAL COST:**	**$2,165**
UNIT PROFIT (SUBSIDY):	**$862.00**	**TOTAL PROFIT (SUBSIDY):**	**$862**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**139.82%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,165 per review

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT ANNUAL REVIEW	**S-014**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	COMM DEV DIR/DEPUTY CM		7.00	$2,165.31	1	$2,165
		TYPE SUBTOTAL	**7.00**	**$2,165.31**		**$2,165**
		TOTALS	**7.00**	**$2,165.00**		**$2,165**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT AMENDMENT	**S-015**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of amendment to an existing Development Agreement

CURRENT FEE STRUCTURE

$41,231 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT AMENDMENT	**S-015**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT ASSIGNMENT	**S-016**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of an Assignment of Development Agreement for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$3,521.16 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT AGREEMENT ASSIGNMENT	**S-016**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ESTOPPEL CERTIFICATE	**S-017**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for an Estoppel Certificate of a Development Agreement for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$3,521.16 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ESTOPPEL CERTIFICATE	**S-017**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ENVIRONMENTAL REVIEW	**S-018**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Environmental review of a particular project under the terms of the California Environmental Quality Act (CEQA).

CURRENT FEE STRUCTURE

Actual consultant cost plus 20% Administrative fee

Filing Fees - Actual costs

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**4**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Actual consultant cost plus 20% Administrative fee

Filing Fees - Actual costs

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ENVIRONMENTAL REVIEW	**S-018**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**4**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FACILITY FEE CREDIT AGREEMENT	**S-019**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a Facility Fee Credit Agreement in compliance with City codes and standards.

CURRENT FEE STRUCTURE

$9,797 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FACILITY FEE CREDIT AGREEMENT	**S-019**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DENSITY BONUS AGREEMENT	**S-020**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of an affordable housing agreement and density bonus for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$2,994.38 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DENSITY BONUS AGREEMENT	**S-020**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PRE-APPLICATION MEETING	**S-021**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	MEETING	

DESCRIPTION OF SERVICE

Formal pre-application review of a proposed development on request.

CURRENT FEE STRUCTURE

$907.92 per meeting/review

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$907.92**	**TOTAL REVENUE:**	**$23,606**
UNIT COST:	**$2,211.08**	**TOTAL COST:**	**$57,488**
UNIT PROFIT (SUBSIDY):	**$(1,303.16)**	**TOTAL PROFIT (SUBSIDY):**	**$(33,882)**
TOTAL UNITS:	**26**	**PCT. COST RECOVERY:**	**41.06%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,210 per meeting/review

50% credit on the first meeting's fee if the project is submitted within six months.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PRE-APPLICATION MEETING	**S-021**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**26**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	26	$511
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		2.00	$374.60	26	$9,740
PLANNING	ASST/ASSOC PLANNER		2.25	$339.10	26	$8,817
PLANNING	COMM DEV DIR/DEPUTY CM		1.00	$309.33	26	$8,043
PLANNING	PLANNING MANAGER		4.50	$1,168.38	26	$30,378
		TYPE SUBTOTAL	**10.00**	**$2,211.06**		**$57,488**
		TOTALS	**10.00**	**$2,211.08**		**$57,488**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ZONING MAP CHANGE	**S-022**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	DEPOSIT	

DESCRIPTION OF SERVICE

Reviewing a request for zoning map change on a specific parcel.

CURRENT FEE STRUCTURE

$4,324 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ZONING MAP CHANGE	**S-022**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE PARCEL MAP	**S-023**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed tentative parcel map consisting of the subdivision of land into four or fewer lots for residential, commercial or industrial development.

CURRENT FEE STRUCTURE

$1,723 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE PARCEL MAP	**S-023**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE TRACT MAP	**S-024**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed tentative tract map consisting of the subdivision of land into five or more lots for residential, commercial or industrial development.

CURRENT FEE STRUCTURE

$4,390 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE TRACT MAP	**S-024**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE MAP TIME EXTENSION	**S-025**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed time extension to a tentative parcel or tract map for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$846.98 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$847.00**	**TOTAL REVENUE:**	**$847**
UNIT COST:	**$2,188.00**	**TOTAL COST:**	**$2,188**
UNIT PROFIT (SUBSIDY):	**$(1,341.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,341)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**38.71%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,190 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE MAP TIME EXTENSION	**S-025**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		2.00	$301.42	1	$301
PLANNING	COMM DEV DIR/DEPUTY CM		1.00	$309.33	1	$309
PLANNING	PLANNING MANAGER		6.00	$1,557.84	1	$1,558
		TYPE SUBTOTAL	**9.25**	**$2,188.24**		**$2,188**
		TOTALS	**9.25**	**$2,188.00**		**$2,188**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONDOMINIUM CONVERSION	**S-026**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the conversion of an existing apartment building into condominiums and resulting maps.

CURRENT FEE STRUCTURE

$10,548 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONDOMINIUM CONVERSION	**S-026**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
VARIANCE	**S-027**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request for a Variance from the Zoning Code for compliance with City codes and guidelines.

CURRENT FEE STRUCTURE

$1,530.76 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,530.77**	**TOTAL REVENUE:**	**$19,900**
UNIT COST:	**$2,558.92**	**TOTAL COST:**	**$33,266**
UNIT PROFIT (SUBSIDY):	**$(1,028.15)**	**TOTAL PROFIT (SUBSIDY):**	**$(13,366)**
TOTAL UNITS:	**13**	**PCT. COST RECOVERY:**	**59.82%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,560 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
VARIANCE	**S-027**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**13**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	13	$255
PLANNING	ASST/ASSOC PLANNER		3.25	$489.81	13	$6,368
PLANNING	COMM DEV DIR/DEPUTY CM		0.75	$232.00	13	$3,016
PLANNING	PLANNING MANAGER		7.00	$1,817.48	13	$23,627
		TYPE SUBTOTAL	**11.25**	**$2,558.94**		**$33,266**
		TOTALS	**11.25**	**$2,558.92**		**$33,266**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR VARIANCE/MODIF OF STANDARDS	**S-028**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review and of a requested minor variance or modification of standards for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$154.94 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$155.00**	**TOTAL REVENUE:**	**$155**
UNIT COST:	**$246.00**	**TOTAL COST:**	**$246**
UNIT PROFIT (SUBSIDY):	**$(91.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(91)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**63.01%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$245 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR VARIANCE/MODIF OF STANDARDS	**S-028**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		1.50	$226.07	1	$226
		TYPE SUBTOTAL	**1.75**	**$245.72**		**$246**
		TOTALS	**1.75**	**$246.00**		**$246**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLOT PLAN	**S-029**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review the site and design characteristics of a particular property for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$3,778 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**5**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLOT PLAN	**S-029**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**5**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLOT PLAN AMENDMENT	**S-030**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed amendment to an approved Plot Plan for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$2,148 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLOT PLAN AMENDMENT	**S-030**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLOT PLAN TIME EXTENSION	**S-031**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for an extension to an approved Plot Plan, including advertising costs.

CURRENT FEE STRUCTURE

$565 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$565.00**	**TOTAL REVENUE:**	**$565**
UNIT COST:	**$2,006.00**	**TOTAL COST:**	**$2,006**
UNIT PROFIT (SUBSIDY):	**$(1,441.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,441)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**28.17%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,005 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLOT PLAN TIME EXTENSION	**S-031**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		2.00	$301.42	1	$301
PLANNING	COMM DEV DIR/DEPUTY CM		1.25	$386.66	1	$387
PLANNING	PLANNING MANAGER		5.00	$1,298.20	1	$1,298
		TYPE SUBTOTAL	**8.50**	**$2,005.93**		**$2,006**
		TOTALS	**8.50**	**$2,006.00**		**$2,006**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RESIDENTIAL ADMIN PLOT PLAN	**S-032**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for a Residential Administrative Plot Plan for compliance City codes and standards.

CURRENT FEE STRUCTURE

$516.45 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$516.43**	**TOTAL REVENUE:**	**$10,845**
UNIT COST:	**$923.57**	**TOTAL COST:**	**$19,395**
UNIT PROFIT (SUBSIDY):	**$(407.14)**	**TOTAL PROFIT (SUBSIDY):**	**$(8,550)**
TOTAL UNITS:	**21**	**PCT. COST RECOVERY:**	**55.92%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$925 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RESIDENTIAL ADMIN PLOT PLAN	**S-032**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**21**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	21	$413
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		0.50	$93.65	21	$1,967
PLANNING	ASST/ASSOC PLANNER		1.50	$226.07	21	$4,747
PLANNING	PLANNING MANAGER		2.25	$584.19	21	$12,268
		TYPE SUBTOTAL	**4.50**	**$923.56**		**$19,395**
		TOTALS	**4.50**	**$923.57**		**$19,395**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-RESIDENTIAL ADMIN PLOT PLAN	**S-033**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for a Non-Residential Administrative Plot Plan for compliance City codes and standards.

CURRENT FEE STRUCTURE

$516.45 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$516.45**	**TOTAL REVENUE:**	**$29,954**
UNIT COST:	**$1,031.93**	**TOTAL COST:**	**$59,852**
UNIT PROFIT (SUBSIDY):	**$(515.48)**	**TOTAL PROFIT (SUBSIDY):**	**$(29,898)**
TOTAL UNITS:	**58**	**PCT. COST RECOVERY:**	**50.05%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,030 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-RESIDENTIAL ADMIN PLOT PLAN	**S-033**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**58**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	58	$1,140
POLICE	PD SERGEANT		0.25	$70.70	58	$4,101
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		0.50	$93.65	58	$5,432
PLANNING	ASST/ASSOC PLANNER		1.75	$263.74	58	$15,297
PLANNING	PLANNING MANAGER		2.25	$584.19	58	$33,883
		TYPE SUBTOTAL	**5.00**	**$1,031.93**		**$59,852**
		TOTALS	**5.00**	**$1,031.93**		**$59,852**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR PLOT PLAN - STAFF	**S-034**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for a Minor Plot Plan reviewed by staff for compliance City codes and standards.

CURRENT FEE STRUCTURE

$1,219.85 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,219.88**	**TOTAL REVENUE:**	**$9,759**
UNIT COST:	**$1,435.38**	**TOTAL COST:**	**$11,483**
UNIT PROFIT (SUBSIDY):	**$(215.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,724)**
TOTAL UNITS:	**8**	**PCT. COST RECOVERY:**	**84.99%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,435 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR PLOT PLAN - STAFF	**S-034**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**8**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	8	$157
POLICE	PD SERGEANT		0.25	$70.70	8	$566
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		1.00	$187.30	8	$1,498
PLANNING	ASST/ASSOC PLANNER		2.00	$301.42	8	$2,411
PLANNING	COMM DEV DIR/DEPUTY CM		0.25	$77.33	8	$619
PLANNING	PLANNING MANAGER		3.00	$778.92	8	$6,231
		TYPE SUBTOTAL	**6.75**	**$1,435.32**		**$11,483**
		TOTALS	**6.75**	**$1,435.38**		**$11,483**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR PLOT PLAN - PLAN COMM	**S-035**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for a Minor Plot Plan reviewed by the Planning Commission for compliance City codes and standards.

CURRENT FEE STRUCTURE

$1,219.85 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,220.00**	**TOTAL REVENUE:**	**$1,220**
UNIT COST:	**$3,230.00**	**TOTAL COST:**	**$3,230**
UNIT PROFIT (SUBSIDY):	**$(2,010.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,010)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**37.77%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,230 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR PLOT PLAN - PLAN COMM	**S-035**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
POLICE	PD SERGEANT		0.50	$141.40	1	$141
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		2.00	$374.60	1	$375
PLANNING	ASST/ASSOC PLANNER		3.25	$489.81	1	$490
PLANNING	COMM DEV DIR/DEPUTY CM		1.25	$386.66	1	$387
PLANNING	PLANNING MANAGER		7.00	$1,817.48	1	$1,817
		TYPE SUBTOTAL	**14.25**	**$3,229.60**		**$3,230**
		TOTALS	**14.25**	**$3,230.00**		**$3,230**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PICK A LOT SITE PLAN REVIEW	**S-036**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	LOT	

DESCRIPTION OF SERVICE

Review of a proposed request for the construction of a specific house on a specific lot within a subdivision.

CURRENT FEE STRUCTURE

$103.29 per lot

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$103.00**	**TOTAL REVENUE:**	**$103**
UNIT COST:	**$317.00**	**TOTAL COST:**	**$317**
UNIT PROFIT (SUBSIDY):	**$(214.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(214)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**32.49%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$315 per lot

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PICK A LOT SITE PLAN REVIEW	**S-036**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		0.25	$37.68	1	$38
PLANNING	PLANNING MANAGER		1.00	$259.64	1	$260
		TYPE SUBTOTAL	**1.50**	**$316.97**		**$317**
		TOTALS	**1.50**	**$317.00**		**$317**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAP/PLOT PLAN CONFORMITY DETERMIN.	**S-037**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of minor changes to an approved Map/Plot Plan to determine if it substantially conforms with previous approvals.

CURRENT FEE STRUCTURE

$984 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAP/PLOT PLAN CONFORMITY DETERMIN.	**S-037**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE PLAN REVIEW	**S-038**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	SHEET	

DESCRIPTION OF SERVICE

Review the plans of a proposed construction of landscaping which was required as part of a development.

CURRENT FEE STRUCTURE

$743.69 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$744.00**	**TOTAL REVENUE:**	**$744**
UNIT COST:	**$857.00**	**TOTAL COST:**	**$857**
UNIT PROFIT (SUBSIDY):	**$(113.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(113)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**86.81%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$20 per application plus $140 per sheet

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE PLAN REVIEW	**S-038**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER	6 Sheets	1.25	$188.39	1	$188
PLANNING	PLANNING MANAGER	6 Sheets	2.50	$649.10	1	$649
		TYPE SUBTOTAL	**4.00**	**$857.14**		**$857**
		TOTALS	**4.00**	**$857.00**		**$857**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE PLAN AMENDMENT	**S-039**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request to amend an existing landscape plan in compliance to City codes and standards.

CURRENT FEE STRUCTURE

$614.58 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$615.00**	**TOTAL REVENUE:**	**$615**
UNIT COST:	**$857.00**	**TOTAL COST:**	**$857**
UNIT PROFIT (SUBSIDY):	**$(242.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(242)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**71.76%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$20 per application plus $140 per sheet

Cost is based on six sheets

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE PLAN AMENDMENT	**S-039**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		1.25	$188.39	1	$188
PLANNING	PLANNING MANAGER		2.50	$649.10	1	$649
		TYPE SUBTOTAL	**4.00**	**$857.14**		**$857**
		TOTALS	**4.00**	**$857.00**		**$857**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE INSPECTION	**S-040**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	LOT	

DESCRIPTION OF SERVICE

To inspect construction of landscaping which was required as part of a development.

CURRENT FEE STRUCTURE

$81.60 per lot

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$82.00**	**TOTAL REVENUE:**	**$82**
UNIT COST:	**$205.00**	**TOTAL COST:**	**$205**
UNIT PROFIT (SUBSIDY):	**$(123.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(123)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**40.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$205 per lot

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE INSPECTION	**S-040**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASST/ASSOC PLANNER		0.50	$75.36	1	$75
PLANNING	PLANNING MANAGER		0.50	$129.82	1	$130
		TYPE SUBTOTAL	**1.00**	**$205.18**		**$205**
		TOTALS	**1.00**	**$205.00**		**$205**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PROGRAM	**S-041**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a comprehensive sign criteria program by the Planning Commission for a development to assure compliance with City codes and standards.

CURRENT FEE STRUCTURE

$1,652.64 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,653.00**	**TOTAL REVENUE:**	**$1,653**
UNIT COST:	**$1,872.00**	**TOTAL COST:**	**$1,872**
UNIT PROFIT (SUBSIDY):	**$(219.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(219)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**88.30%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,870 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PROGRAM	**S-041**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		5.75	$866.58	1	$867
PLANNING	COMM DEV DIR/DEPUTY CM		0.25	$77.33	1	$77
PLANNING	PLANNING MANAGER		3.50	$908.74	1	$909
		TYPE SUBTOTAL	**9.75**	**$1,872.30**		**$1,872**
		TOTALS	**9.75**	**$1,872.00**		**$1,872**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PROGRAM AMENDMENT	**S-042**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of proposed amendment to an approved sign program.

CURRENT FEE STRUCTURE

$969.89 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$970.00**	**TOTAL REVENUE:**	**$970**
UNIT COST:	**$1,872.00**	**TOTAL COST:**	**$1,872**
UNIT PROFIT (SUBSIDY):	**$(902.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(902)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**51.82%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,870 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PROGRAM AMENDMENT	**S-042**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		5.75	$866.58	1	$867
PLANNING	COMM DEV DIR/DEPUTY CM		0.25	$77.33	1	$77
PLANNING	PLANNING MANAGER		3.50	$908.74	1	$909
		TYPE SUBTOTAL	**9.75**	**$1,872.30**		**$1,872**
		TOTALS	**9.75**	**$1,872.00**		**$1,872**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PERMIT	**S-043**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a new sign for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$206.58 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$207.00**	**TOTAL REVENUE:**	**$207**
UNIT COST:	**$376.00**	**TOTAL COST:**	**$376**
UNIT PROFIT (SUBSIDY):	**$(169.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(169)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**55.05%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$375 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PERMIT	**S-043**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		1.50	$226.07	1	$226
PLANNING	PLANNING MANAGER		0.50	$129.82	1	$130
		TYPE SUBTOTAL	**2.25**	**$375.54**		**$376**
		TOTALS	**2.25**	**$376.00**		**$376**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PERMIT PANEL CHANGE	**S-044**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a panel change to an existing sign for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$82.63 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$83.00**	**TOTAL REVENUE:**	**$83**
UNIT COST:	**$170.00**	**TOTAL COST:**	**$170**
UNIT PROFIT (SUBSIDY):	**$(87.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(87)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**48.82%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$170 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SIGN PERMIT PANEL CHANGE	**S-044**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		1.00	$150.71	1	$151
		TYPE SUBTOTAL	**1.25**	**$170.36**		**$170**
		TOTALS	**1.25**	**$170.00**		**$170**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TEMPORARY SIGN PERMIT	**S-045**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed temporary sign or banner for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$170.00**	**TOTAL COST:**	**$170**
UNIT PROFIT (SUBSIDY):	**$(170.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(170)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$170 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TEMPORARY SIGN PERMIT	**S-045**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		1.00	$150.71	1	$151
		TYPE SUBTOTAL	**1.25**	**$170.36**		**$170**
		TOTALS	**1.25**	**$170.00**		**$170**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
UNLICENSED GROUP HOME PERMIT	**S-046**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Inspection and registration of unlicensed group homes within the City.

CURRENT FEE STRUCTURE

$800 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$800.00**	**TOTAL REVENUE:**	**$1,600**
UNIT COST:	**$3,335.50**	**TOTAL COST:**	**$6,671**
UNIT PROFIT (SUBSIDY):	**$(2,535.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(5,071)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**23.98%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,335 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
UNLICENSED GROUP HOME PERMIT	**S-046**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	2	$39
POLICE	PD SERGEANT		2.00	$565.58	2	$1,131
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.50	$52.25	2	$105
PLANNING	ASST/ASSOC PLANNER		2.25	$339.10	2	$678
PLANNING	COMM DEV DIR/DEPUTY CM		1.75	$541.33	2	$1,083
PLANNING	PLANNING MANAGER		7.00	$1,817.48	2	$3,635
		TYPE SUBTOTAL	**13.75**	**$3,335.39**		**$6,671**
		TOTALS	**13.75**	**$3,335.50**		**$6,671**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
AUTOMOBILE FOR HIRE REVIEW	**S-047**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of an Automobile for Hire application in compliance with City codes and standards.

CURRENT FEE STRUCTURE

$413.16 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$413.00**	**TOTAL REVENUE:**	**$413**
UNIT COST:	**$2,718.00**	**TOTAL COST:**	**$2,718**
UNIT PROFIT (SUBSIDY):	**$(2,305.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,305)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**15.19%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,720 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
AUTOMOBILE FOR HIRE REVIEW	**S-047**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		2.25	$339.10	1	$339
PLANNING	COMM DEV DIR/DEPUTY CM		1.75	$541.33	1	$541
PLANNING	PLANNING MANAGER		7.00	$1,817.48	1	$1,817
		TYPE SUBTOTAL	**11.25**	**$2,717.56**		**$2,718**
		TOTALS	**11.25**	**$2,718.00**		**$2,718**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
HOME OCCUPATION PERMIT	**S-048**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review an application to conduct a business in a residential zone to determine whether it is allowed by the Zoning Code.

CURRENT FEE STRUCTURE

$77.47 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$77.00**	**TOTAL REVENUE:**	**$77**
UNIT COST:	**$225.00**	**TOTAL COST:**	**$225**
UNIT PROFIT (SUBSIDY):	**$(148.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(148)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**34.22%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$225 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
HOME OCCUPATION PERMIT	**S-048**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		0.50	$75.36	1	$75
PLANNING	PLANNING MANAGER		0.50	$129.82	1	$130
		TYPE SUBTOTAL	**1.25**	**$224.83**		**$225**
		TOTALS	**1.25**	**$225.00**		**$225**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR SPECIAL EVENT PERMIT	**S-049**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed minor special event of up to 500 people or has an impact on the public right-of-way.

CURRENT FEE STRUCTURE

$77.47 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$77.47**	**TOTAL REVENUE:**	**$1,162**
UNIT COST:	**$1,288.47**	**TOTAL COST:**	**$19,327**
UNIT PROFIT (SUBSIDY):	**$(1,211.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(18,165)**
TOTAL UNITS:	**15**	**PCT. COST RECOVERY:**	**6.01%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,290 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MINOR SPECIAL EVENT PERMIT	**S-049**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**15**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	15	$295
POLICE	PD SERGEANT		0.50	$141.21	15	$2,118
PUBLIC WORKS	CUST SVCS COORD I/II		0.50	$32.50	15	$488
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		0.50	$93.65	15	$1,405
PUBLIC WORKS	PW DIR/CITY ENGINEER		0.50	$147.20	15	$2,208
PLANNING	ASST/ASSOC PLANNER		0.50	$75.36	15	$1,130
PLANNING	PLANNING MANAGER		3.00	$778.92	15	$11,684
		TYPE SUBTOTAL	**5.75**	**$1,288.49**		**$19,327**
		TOTALS	**5.75**	**$1,288.47**		**$19,327**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAJOR SPECIAL EVENT PERMIT	**S-050**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed major special event of more than 500 people or involving a closure in the public right-of-way or public park.

CURRENT FEE STRUCTURE

$77.47 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$77.40**	**TOTAL REVENUE:**	**$387**
UNIT COST:	**$2,078.40**	**TOTAL COST:**	**$10,392**
UNIT PROFIT (SUBSIDY):	**$(2,001.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(10,005)**
TOTAL UNITS:	**5**	**PCT. COST RECOVERY:**	**3.72%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,985 per application

Carnival/Circus/Menagerie - additional $455 per application

Events of more than 1,000 people - $5,000 deposit with charges at the fully allocated hourly rates for all staff involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAJOR SPECIAL EVENT PERMIT	**S-050**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**5**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	5	$98
POLICE	PD SERGEANT		0.50	$141.40	5	$707
PUBLIC WORKS	CUST SVCS COORD I/II		0.50	$32.50	5	$163
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		0.50	$93.65	5	$468
PUBLIC WORKS	PW DIR/CITY ENGINEER		0.50	$147.20	5	$736
PLANNING	ASST/ASSOC PLANNER		0.50	$75.36	5	$377
PLANNING	COMM DEV DIR/DEPUTY CM		1.00	$309.33	5	$1,547
PLANNING	PLANNING MANAGER		4.50	$1,168.38	5	$5,842
		TYPE SUBTOTAL	**8.25**	**$1,987.47**		**$9,937**
PLANNING	PLANNING MANAGER	Add Carnv/Circ/Menag	1.75	$454.37	1	$454
		TYPE SUBTOTAL	**1.75**	**$454.37**		**$454**
		TOTALS	**10.00**	**$2,078.40**		**$10,392**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MISCELLANEOUS SPECIAL EVENT PERMIT	**S-051**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed miscellaneous special event that impacts only one department, such as a block party permit.

CURRENT FEE STRUCTURE

$77.47 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$77.00**	**TOTAL REVENUE:**	**$77**
UNIT COST:	**$1,000.00**	**TOTAL COST:**	**$1,000**
UNIT PROFIT (SUBSIDY):	**$(923.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(923)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**7.70%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,000 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MISCELLANEOUS SPECIAL EVENT PERMIT	**S-051**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PUBLIC WORKS	CUST SVCS COORD I/II		0.50	$32.50	1	$33
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		0.50	$93.65	1	$94
PLANNING	ASST/ASSOC PLANNER		0.50	$75.36	1	$75
PLANNING	PLANNING MANAGER		3.00	$778.92	1	$779
		TYPE SUBTOTAL	**4.75**	**$1,000.08**		**$1,000**
		TOTALS	**4.75**	**$1,000.00**		**$1,000**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
APPEAL TO PLANNING COMISSION	**S-052**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPEAL	

DESCRIPTION OF SERVICE

Processing and review of an appeal of a staff decision to the Planning Commission.

CURRENT FEE STRUCTURE

$642.46 per appeal

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$642.00**	**TOTAL REVENUE:**	**$642**
UNIT COST:	**$2,583.00**	**TOTAL COST:**	**$2,583**
UNIT PROFIT (SUBSIDY):	**$(1,941.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,941)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**24.85%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,585 per appeal

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
APPEAL TO PLANNING COMISSION	**S-052**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		2.50	$376.78	1	$377
PLANNING	COMM DEV DIR/DEPUTY CM		3.50	$1,082.66	1	$1,083
PLANNING	PLANNING MANAGER		4.25	$1,103.47	1	$1,103
		TYPE SUBTOTAL	**10.50**	**$2,582.56**		**$2,583**
		TOTALS	**10.50**	**$2,583.00**		**$2,583**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
APPEAL TO CITY COUNCIL	**S-053**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPEAL	

DESCRIPTION OF SERVICE

Processing and review of an appeal to the City Council.

CURRENT FEE STRUCTURE

$1,945.98 per appeal

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,946.00**	**TOTAL REVENUE:**	**$1,946**
UNIT COST:	**$2,986.00**	**TOTAL COST:**	**$2,986**
UNIT PROFIT (SUBSIDY):	**$(1,040.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,040)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**65.17%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,985 per appeal

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
APPEAL TO CITY COUNCIL	**S-053**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		1.50	$226.07	1	$226
PLANNING	COMM DEV DIR/DEPUTY CM		5.50	$1,701.32	1	$1,701
PLANNING	PLANNING MANAGER		4.00	$1,038.56	1	$1,039
		TYPE SUBTOTAL	**11.25**	**$2,985.60**		**$2,986**
		TOTALS	**11.25**	**$2,986.00**		**$2,986**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLANNING INFORMATION REQUEST	**S-054**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	LETTER	

DESCRIPTION OF SERVICE

Providing a written response to a request for the zoning information of a particular parcel or additional information.

CURRENT FEE STRUCTURE

$56.81 per letter

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$57.00**	**TOTAL REVENUE:**	**$57**
UNIT COST:	**$225.00**	**TOTAL COST:**	**$225**
UNIT PROFIT (SUBSIDY):	**$(168.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(168)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**25.33%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$225 per letter

Plus a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved for additional research.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PLANNING INFORMATION REQUEST	**S-054**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PLANNING	ASST/ASSOC PLANNER		0.50	$75.36	1	$75
PLANNING	PLANNING MANAGER		0.50	$129.82	1	$130
		TYPE SUBTOTAL	**1.25**	**$224.83**		**$225**
		TOTALS	**1.25**	**$225.00**		**$225**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MISCELLANEOUS PLANNING REVIEW	**S-055**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review miscellaneous applications that are not specifically identified in City fee schedule.

CURRENT FEE STRUCTURE

$1,195 deposit

Planning Commission Hearing required by any action - $786.04

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MISCELLANEOUS PLANNING REVIEW	**S-055**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COM DEV TECHNOLOGY SURCHARGE	**S-056**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMM. DEVELOPMENT	PERMIT	

DESCRIPTION OF SERVICE

Surcharge for the maintenance and purchase of Community Development Technology needs.

CURRENT FEE STRUCTURE

3.29% Of Building, Planning, and Engineering fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$169,000.00**	**TOTAL REVENUE:**	**$169,000**
UNIT COST:	**$170,000.00**	**TOTAL COST:**	**$170,000**
UNIT PROFIT (SUBSIDY):	**$(1,000.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,000)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**99.41%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

3.29% Of Building, Planning, and Engineering fees

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COM DEV TECHNOLOGY SURCHARGE	**S-056**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING			0.00	$170,000.00	1	$170,000
		TYPE SUBTOTAL	**0.00**	**$170,000.00**		**$170,000**
		TOTALS	**0.00**	**$170,000.00**		**$170,000**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BUILDING PLAN CHECK/INSPECTION	**S-057**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
BLDG & SAFETY	PLAN/PERMIT	

DESCRIPTION OF SERVICE

Review of Building construction plans and the inspection of the resulting construction for compliance with City codes and standards.

CURRENT FEE STRUCTURE

See Appendix C for detail

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,876,175.00**	**TOTAL REVENUE:**	**$2,876,175**
UNIT COST:	**$2,549,034.00**	**TOTAL COST:**	**$2,549,034**
UNIT PROFIT (SUBSIDY):	**$327,141.00**	**TOTAL PROFIT (SUBSIDY):**	**$327,141**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**112.83%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix C for detail

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BUILDING PLAN CHECK/INSPECTION	**S-057**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II	7.5% Of 3	368.78	$28,986.11	1	$28,986
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	5% Of 2	163.90	$30,698.47	1	$30,698
PLANNING	ASST/ASSOC PLANNER	25%	409.75	$61,753.42	1	$61,753
PLANNING	COMM DEV DIR/DEPUTY CM	5%	81.55	$25,225.86	1	$25,226
PLANNING	PLANNING MANAGER	35%	573.65	$148,942.49	1	$148,942
BUILDING & SAFETY	BUILDING INSPECTOR	100% Of 3	4,917.00	$701,410.05	1	$701,410
BUILDING & SAFETY	BLDG PLANS EXAMINER	100% Of 1	1,639.00	$206,415.66	1	$206,416
BUILDING & SAFETY	BLDG PERMIT TECH I/II	Remainder Of 2	2,888.00	$242,043.28	1	$242,043
BUILDING & SAFETY	CHIEF BLDG OFFICIAL	100% Of 1	1,639.00	$397,998.37	1	$397,998
BUILDING & SAFETY	OVERTIME	$3,000	2,000.00	$6,360.00	1	$6,360
BUILDING & SAFETY		Contr Svcs/Exp	0.00	$49,200.00	1	$49,200
BUILDING & SAFETY		Contract Inspection	0.00	$150,000.00	1	$150,000
BUILDING & SAFETY		Plan Check Fees	0.00	$500,000.00	1	$500,000
		TYPE SUBTOTAL	**14,680.63**	**$2,549,033.71**		**$2,549,034**
		TOTALS	**14,680.63**	**$2,549,034.00**		**$2,549,034**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL PARCEL MAP	**S-058**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	MAP	

DESCRIPTION OF SERVICE

Review of a final parcel map (4 lots or less) for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$2,500 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL PARCEL MAP	**S-058**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL TRACT MAP	**S-059**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	MAP	

DESCRIPTION OF SERVICE

Review of a final map (5 or more lots) for compliance with City codes and standards, as well as the Subdivision Map Act.

CURRENT FEE STRUCTURE

$4,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$7,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL TRACT MAP	**S-059**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE REVERSION TO ACREAGE	**S-060**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for a Tentative Reversion to Acreage.

CURRENT FEE STRUCTURE

$1,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed as the service is no longer provided.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TENTATIVE REVERSION TO ACREAGE	**S-060**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LOT LINE ADJUSTMENT/PARCEL MERGER	**S-061**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Review and processing of a Lot Line Adjustment or Parcel Merger.

CURRENT FEE STRUCTURE

$1,200 deposit with charges at contract cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,200 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LOT LINE ADJUSTMENT/PARCEL MERGER	**S-061**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL MONUMENT SETTING	**S-062**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Review of Final Monument Setting.

CURRENT FEE STRUCTURE

First four parcels/lots
- $2,582.25 plus $258.23 per each additional parcel/lot

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL MONUMENT SETTING	**S-062**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL MONUMENT INSPECTION	**S-063**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PROJECT	

DESCRIPTION OF SERVICE

Inspection of the placement of final monuments.

CURRENT FEE STRUCTURE

First four parcels/lots
- $1,032.90 plus $25.82 per each additional parcel/lot

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL MONUMENT INSPECTION	**S-063**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PRELIMINARY GRADING PLAN CHECK	**S-064**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of the plan for preliminary grading.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$564.00**	**TOTAL COST:**	**$8,460**
UNIT PROFIT (SUBSIDY):	**$(564.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(8,460)**
TOTAL UNITS:	**15**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$565 per plan

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PRELIMINARY GRADING PLAN CHECK	**S-064**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**15**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	15	$295
PUBLIC WORKS	ENG DEV TECH I/II		1.00	$76.07	15	$1,141
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		2.50	$468.25	15	$7,024
		TYPE SUBTOTAL	**3.75**	**$563.97**		**$8,460**
		TOTALS	**3.75**	**$564.00**		**$8,460**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RESIDENTIAL GRADING PLAN CHECK	**S-065**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	SHEET	

DESCRIPTION OF SERVICE

Review of the plan of Residential Grading or Stockpiles, including three reviews.

CURRENT FEE STRUCTURE

Grading/Stockpile - $620.77 per sheet
Wall/Fence - $273.72 per sheet
Parking Lot Plan Check and Inspection - $258.23 per sheet
Erosion Control - $1,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$620.77**	**TOTAL REVENUE:**	**$50,282**
UNIT COST:	**$844.93**	**TOTAL COST:**	**$68,439**
UNIT PROFIT (SUBSIDY):	**$(224.16)**	**TOTAL PROFIT (SUBSIDY):**	**$(18,157)**
TOTAL UNITS:	**81**	**PCT. COST RECOVERY:**	**73.47%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$95 per plan plus $750 per sheet

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RESIDENTIAL GRADING PLAN CHECK	**S-065**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**81**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	81	$1,592
PUBLIC WORKS	ENG DEV TECH I/II		1.00	$76.07	81	$6,162
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	Per Sheet	4.00	$749.20	81	$60,685
		TYPE SUBTOTAL	**5.25**	**$844.92**		**$68,439**
		TOTALS	**5.25**	**$844.93**		**$68,439**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RES GRADING PLAN CHECK AMENDMENT	**S-066**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of the plan of a proposed amendment to an approved Residential Grading or Stockpile Plan.

CURRENT FEE STRUCTURE

$2,500 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**25**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RES GRADING PLAN CHECK AMENDMENT	**S-066**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**25**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RES GRADING PLAN CHECK ADD'L REVIEW	**S-067**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	REVIEW	

DESCRIPTION OF SERVICE

Fourth and subsequent review of a Residential Grading Plan.

CURRENT FEE STRUCTURE

$1,000 deposit with charges at contract cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**9**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RES GRADING PLAN CHECK ADD'L REVIEW	**S-067**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**9**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COMMERCIAL GRADING PLAN CHECK	**S-068**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	SHEET	

DESCRIPTION OF SERVICE

Review of the plan of Commercial Grading or Stockpile, including three reviews.

CURRENT FEE STRUCTURE

Grading/Stockpile - $812.89 per sheet
Wall/Fence - $273.72 per sheet
Parking Lot Plan Check and Inspection - $258.23 per sheet
Erosion Control - $1,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$812.88**	**TOTAL REVENUE:**	**$19,509**
UNIT COST:	**$1,219.50**	**TOTAL COST:**	**$29,268**
UNIT PROFIT (SUBSIDY):	**$(406.62)**	**TOTAL PROFIT (SUBSIDY):**	**$(9,759)**
TOTAL UNITS:	**24**	**PCT. COST RECOVERY:**	**66.66%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$95 per plan plus $1,125 per sheet

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COMMERCIAL GRADING PLAN CHECK	**S-068**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**24**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	24	$472
PUBLIC WORKS	ENG DEV TECH I/II		1.00	$76.07	24	$1,826
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	Per Sheet	6.00	$1,123.80	24	$26,971
		TYPE SUBTOTAL	**7.25**	**$1,219.52**		**$29,268**
		TOTALS	**7.25**	**$1,219.50**		**$29,268**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COMMERCIAL GRADING PLAN AMENDMENT	**S-069**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of the plan for a proposed amendment to an approved Commercial Grading or Stockpile Plan.

CURRENT FEE STRUCTURE

$2,500 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**25**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COMMERCIAL GRADING PLAN AMENDMENT	**S-069**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**25**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COMM GRADING PLAN CHECK ADD'L REV	**S-070**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	REVIEW	

DESCRIPTION OF SERVICE

Fourth and subsequent review of a Commercial Grading Plan.

CURRENT FEE STRUCTURE

$1,000 deposit with charges at contract cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**4**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
COMM GRADING PLAN CHECK ADD'L REV	**S-070**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**4**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GRADING/STOCKPILE INSPECTION	**S-071**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PERMIT	

DESCRIPTION OF SERVICE

Inspection of the construction of Grading or Stockpile Improvements.

CURRENT FEE STRUCTURE

2,000-10,000 CY - $1,735.27 plus $433.82 each additional 1,000 cubic Yards or fraction thereof up to 10,000 cubic yards
10,001-100,000 CY - $3,904.36 plus $63.01 each additional 1,000 cubic Yards or fraction thereof up to 100,000 cubic yards
100,001-200,000 CY - $10,845.45 plus $108.45 each additional 1,000 cubic Yards or fraction thereof up to 200,000 cubic yards
200,001+ CY - $25,000 deposit
Clear & Grub - $5,000 plus $500 per acre over 10 acres deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GRADING/STOCKPILE INSPECTION	**S-071**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GRADING/STOCKPILE RES. INFILL INSP	**S-072**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PERMIT	

DESCRIPTION OF SERVICE

Inspection of Residential Grading or Stockpile of less than one acre.

CURRENT FEE STRUCTURE

$433.82 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$434.00**	**TOTAL REVENUE:**	**$434**
UNIT COST:	**$411.00**	**TOTAL COST:**	**$411**
UNIT PROFIT (SUBSIDY):	**$23.00**	**TOTAL PROFIT (SUBSIDY):**	**$23**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**105.60%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$435 per permit

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GRADING/STOCKPILE RES. INFILL INSP	**S-072**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PUBLIC WORKS	PW INSPECTOR		3.00	$391.41	1	$391
		TYPE SUBTOTAL	**3.25**	**$411.06**		**$411**
		TOTALS	**3.25**	**$411.00**		**$411**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STREET LIGHT PLAN REVIEW	**S-073**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of a street light plan for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$623.87 per plan

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$208.00**	**TOTAL REVENUE:**	**$6,864**
UNIT COST:	**$751.27**	**TOTAL COST:**	**$24,792**
UNIT PROFIT (SUBSIDY):	**$(543.27)**	**TOTAL PROFIT (SUBSIDY):**	**$(17,928)**
TOTAL UNITS:	**33**	**PCT. COST RECOVERY:**	**27.69%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$95 per plan plus $655 per sheet

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STREET LIGHT PLAN REVIEW	**S-073**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**33**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	33	$648
PUBLIC WORKS	ENG DEV TECH I/II		1.00	$76.07	33	$2,510
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	Per Sheet	3.50	$655.55	33	$21,633
		TYPE SUBTOTAL	**4.75**	**$751.27**		**$24,792**
		TOTALS	**4.75**	**$751.27**		**$24,792**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
IMPROVEMENT CONSTRUCTION PLAN CHECK	**S-074**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	SHEET	

DESCRIPTION OF SERVICE

Review of on-site and offsite Public Improvement Construction plans, including three reviews.

CURRENT FEE STRUCTURE

$686.88 per sheet

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$686.88**	**TOTAL REVENUE:**	**$58,385**
UNIT COST:	**$1,125.87**	**TOTAL COST:**	**$95,699**
UNIT PROFIT (SUBSIDY):	**$(438.99)**	**TOTAL PROFIT (SUBSIDY):**	**$(37,314)**
TOTAL UNITS:	**85**	**PCT. COST RECOVERY:**	**61.01%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$95 per plan plus $1,030 per sheet

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
IMPROVEMENT CONSTRUCTION PLAN CHECK	**S-074**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**85**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	85	$1,670
PUBLIC WORKS	ENG DEV TECH I/II		1.00	$76.07	85	$6,466
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	Per Sheet	5.50	$1,030.15	85	$87,563
		TYPE SUBTOTAL	**6.75**	**$1,125.87**		**$95,699**
		TOTALS	**6.75**	**$1,125.87**		**$95,699**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
IMPROVEMENT CONSTRUCTION PLAN AMEND	**S-075**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of an proposed amendment to an approved Public Improvement Construction plan.

CURRENT FEE STRUCTURE

$2,500 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**52**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,500 deposit with charges at contract cost plus 20% for administration

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
IMPROVEMENT CONSTRUCTION PLAN AMEND	**S-075**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**52**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
IMPROVEMENT CONSTRUCTION INSPECTION	**S-076**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PROJECT	

DESCRIPTION OF SERVICE

Processing and inspection of the construction of on-site of off-site Public Improvements.

CURRENT FEE STRUCTURE

Deposit based on the Engineers Estimate
(Minimum $750)

Street Light Inspection - $78.50 per light

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**16**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Deposit based on the Engineers Estimate
(Minimum $750)

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
IMPROVEMENT CONSTRUCTION INSPECTION	**S-076**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**16**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SUBDIVISION/IMPROVEMENT AGREEMENT	**S-077**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	AGREEMENT	

DESCRIPTION OF SERVICE

Processing and review of a Subdivision or Improvement Agreement.

CURRENT FEE STRUCTURE

$288.18 per agreement

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$288.19**	**TOTAL REVENUE:**	**$7,781**
UNIT COST:	**$726.67**	**TOTAL COST:**	**$19,620**
UNIT PROFIT (SUBSIDY):	**$(438.48)**	**TOTAL PROFIT (SUBSIDY):**	**$(11,839)**
TOTAL UNITS:	**27**	**PCT. COST RECOVERY:**	**39.66%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$725 per agreement plus actual costs for legal services

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SUBDIVISION/IMPROVEMENT AGREEMENT	**S-077**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**27**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	27	$531
PUBLIC WORKS	ENG DEV TECH I/II		0.50	$38.04	27	$1,027
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		2.00	$374.60	27	$10,114
PUBLIC WORKS	PW DIR/CITY ENGINEER		1.00	$294.39	27	$7,949
		TYPE SUBTOTAL	**3.75**	**$726.68**		**$19,620**
		TOTALS	**3.75**	**$726.67**		**$19,620**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PERFORMANCE BOND RELEASE	**S-078**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Processing and review of a request for a Performance Bond Release.

CURRENT FEE STRUCTURE

$484.43 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$484.44**	**TOTAL REVENUE:**	**$7,751**
UNIT COST:	**$914.00**	**TOTAL COST:**	**$14,624**
UNIT PROFIT (SUBSIDY):	**$(429.56)**	**TOTAL PROFIT (SUBSIDY):**	**$(6,873)**
TOTAL UNITS:	**16**	**PCT. COST RECOVERY:**	**53.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$915 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PERFORMANCE BOND RELEASE	**S-078**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**16**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	16	$314
PUBLIC WORKS	ENG DEV TECH I/II		0.50	$38.04	16	$609
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		3.00	$561.90	16	$8,990
PUBLIC WORKS	PW DIR/CITY ENGINEER		1.00	$294.39	16	$4,710
		TYPE SUBTOTAL	**4.75**	**$913.98**		**$14,624**
		TOTALS	**4.75**	**$914.00**		**$14,624**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BOND RELEASE INSPECTION	**S-079**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PROJECT	

DESCRIPTION OF SERVICE

Inspection of a request for a Bond Release.

CURRENT FEE STRUCTURE

$3,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**26**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BOND RELEASE INSPECTION	**S-079**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**26**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAINTENANCE BOND RELEASE	**S-080**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Processing and review of a request for a Maintenance Bond Release.

CURRENT FEE STRUCTURE

$484.43 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$484.50**	**TOTAL REVENUE:**	**$2,907**
UNIT COST:	**$914.00**	**TOTAL COST:**	**$5,484**
UNIT PROFIT (SUBSIDY):	**$(429.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,577)**
TOTAL UNITS:	**6**	**PCT. COST RECOVERY:**	**53.01%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$915 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAINTENANCE BOND RELEASE	**S-080**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**6**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	6	$118
PUBLIC WORKS	ENG DEV TECH I/II		0.50	$38.04	6	$228
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		3.00	$561.90	6	$3,371
PUBLIC WORKS	PW DIR/CITY ENGINEER		1.00	$294.39	6	$1,766
		TYPE SUBTOTAL	**4.75**	**$913.98**		**$5,484**
		TOTALS	**4.75**	**$914.00**		**$5,484**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAINTENANCE BOND INSPECTION	**S-081**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PROJECT	

DESCRIPTION OF SERVICE

Inspection of a request to release a Maintenance Bond.

CURRENT FEE STRUCTURE

$3,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MAINTENANCE BOND INSPECTION	**S-081**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SUSPENSION OF IMPROVEMENT AGREEMENT	**S-082**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	AGREEMENT	

DESCRIPTION OF SERVICE

Processing a suspension of an Improvement Agreement.

CURRENT FEE STRUCTURE

$1,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed as the service is no longer provided.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SUSPENSION OF IMPROVEMENT AGREEMENT	**S-082**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
APPEAL SUSPENSION OF IMPROVEMENT	**S-083**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPEAL	

DESCRIPTION OF SERVICE

Processing an Appeal for Suspension of Improvement Required.

CURRENT FEE STRUCTURE

$1,000 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed as the service is no longer provided.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
APPEAL SUSPENSION OF IMPROVEMENT	**S-083**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STREET VACATION/OFFER OF DEDICATION	**S-084**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Review and processing of a Street Vacation and/or Offer of Dedication.

CURRENT FEE STRUCTURE

$1,200 deposit with charges at contract cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**6**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STREET VACATION/OFFER OF DEDICATION	**S-084**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**6**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-STANDARD ENCROACH PERMIT APPL	**S-085**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Processing of a Non-Standard Encroachment permit application.

CURRENT FEE STRUCTURE

$51.65 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$51.65**	**TOTAL REVENUE:**	**$12,706**
UNIT COST:	**$57.69**	**TOTAL COST:**	**$14,192**
UNIT PROFIT (SUBSIDY):	**$(6.04)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,486)**
TOTAL UNITS:	**246**	**PCT. COST RECOVERY:**	**89.53%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$60 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-STANDARD ENCROACH PERMIT APPL	**S-085**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**246**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	246	$4,834
PUBLIC WORKS	ENG DEV TECH I/II		0.50	$38.04	246	$9,358
		TYPE SUBTOTAL	**0.75**	**$57.69**		**$14,192**
		TOTALS	**0.75**	**$57.69**		**$14,192**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
EXIST RESID STANDARD ENCROACH PRMT	**S-086**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PERMIT	

DESCRIPTION OF SERVICE

Review of an Encroachment Permit for Existing Residential Standard ROW Improvement, which includes the Application Processing, Plan Check, and Inspection.

CURRENT FEE STRUCTURE

$217.94 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$217.90**	**TOTAL REVENUE:**	**$2,179**
UNIT COST:	**$281.80**	**TOTAL COST:**	**$2,818**
UNIT PROFIT (SUBSIDY):	**$(63.90)**	**TOTAL PROFIT (SUBSIDY):**	**$(639)**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**77.32%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$280 per permit

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
EXIST RESID STANDARD ENCROACH PRMT	**S-086**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	10	$197
PUBLIC WORKS	ENG DEV TECH I/II		0.50	$38.04	10	$380
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		0.50	$93.65	10	$937
PUBLIC WORKS	PW INSPECTOR		1.00	$130.47	10	$1,305
		TYPE SUBTOTAL	**2.25**	**$281.81**		**$2,818**
		TOTALS	**2.25**	**$281.80**		**$2,818**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-STANDARD ENCROACH PLAN CHECK	**S-087**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of the plan for a Non-Standard Encroachment.

CURRENT FEE STRUCTURE

Actual Cost

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$80.00**	**TOTAL REVENUE:**	**$80**
UNIT COST:	**$225.00**	**TOTAL COST:**	**$225**
UNIT PROFIT (SUBSIDY):	**$(145.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(145)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**35.56%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$40 per plan plus charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-STANDARD ENCROACH PLAN CHECK	**S-087**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PUBLIC WORKS	ENG DEV TECH I/II		0.50	$38.04	1	$38
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		1.00	$187.30	1	$187
		TYPE SUBTOTAL	**1.50**	**$225.34**		**$225**
		TOTALS	**1.50**	**$225.00**		**$225**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-STANDARD ENCROACH INSPECTION	**S-088**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PERMIT	

DESCRIPTION OF SERVICE

Inspection of the inspection of Non-Standard Encroachments.

CURRENT FEE STRUCTURE

$500 deposit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-STANDARD ENCROACH INSPECTION	**S-088**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CERTIFICATE OF COMPLIANCE/CORRECT.	**S-089**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Review a request for a Certificate of Compliance or Certificate of Correction to exempt the applicant from the Subdivision Map Act.

CURRENT FEE STRUCTURE

$1,000 deposit with charges at contract cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CERTIFICATE OF COMPLIANCE/CORRECT.	**S-089**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PUBLIC WORKS PERMIT ISSUANCE	**S-090**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PERMIT	

DESCRIPTION OF SERVICE

Issuance of a Public Works permit.

CURRENT FEE STRUCTURE

Within One Year - $75.40
After One Year - $500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$74.79**	**TOTAL REVENUE:**	**$9,199**
UNIT COST:	**$95.10**	**TOTAL COST:**	**$11,697**
UNIT PROFIT (SUBSIDY):	**$(20.31)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,498)**
TOTAL UNITS:	**123**	**PCT. COST RECOVERY:**	**78.64%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Within One Year - $95
After One Year - $1,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PUBLIC WORKS PERMIT ISSUANCE	**S-090**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**123**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	123	$2,417
		TYPE SUBTOTAL	**0.25**	**$19.65**		**$2,417**
PUBLIC WORKS	ENG DEV TECH I/II	Within One Year	1.00	$76.07	122	$9,281
		TYPE SUBTOTAL	**1.00**	**$76.07**		**$9,281**
PUBLIC WORKS	ENG DEV TECH I/II	After 1 Year	0.00	$0.00	1	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**1.25**	**$95.10**		**$11,697**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WATER QUALITY MGMT PRELIM PLAN CHK	**S-091**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Preliminary review of a Water Quality Management Plan Review for compliance with City codes and standards.

CURRENT FEE STRUCTURE

0-10 acres - $4,211.13 per plan
Above 10 acres - $5,533.25 per plan

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$4,475.60**	**TOTAL REVENUE:**	**$44,756**
UNIT COST:	**$2,568.10**	**TOTAL COST:**	**$25,681**
UNIT PROFIT (SUBSIDY):	**$1,907.50**	**TOTAL PROFIT (SUBSIDY):**	**$19,075**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**174.28%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

0-10 acres - $2,345 per plan
Above 10 acres - $3,465 per plan

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WATER QUALITY MGMT PRELIM PLAN CHK	**S-091**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	10	$197
		TYPE SUBTOTAL	**0.25**	**$19.65**		**$197**
PUBLIC WORKS	ENG DEV TECH I/II	0-10 Acres	1.00	$76.07	8	$609
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	0-10 Acres	12.00	$2,247.60	8	$17,981
		TYPE SUBTOTAL	**13.00**	**$2,323.67**		**$18,589**
PUBLIC WORKS	ENG DEV TECH I/II	10+ Acres	1.00	$76.07	2	$152
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	10+ Acres	18.00	$3,371.40	2	$6,743
		TYPE SUBTOTAL	**19.00**	**$3,447.47**		**$6,895**
		TOTALS	**32.25**	**$2,568.10**		**$25,681**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WATER QUALITY MGMT FINAL PLAN CHECK	**S-092**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of Final Water Quality Management Plans for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$441.05 per plan

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$441.10**	**TOTAL REVENUE:**	**$4,411**
UNIT COST:	**$1,969.90**	**TOTAL COST:**	**$19,699**
UNIT PROFIT (SUBSIDY):	**$(1,528.80)**	**TOTAL PROFIT (SUBSIDY):**	**$(15,288)**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**22.39%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

0-10 acres - $1,855 per plan
Above 10 acres - $2,420 per plan

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WATER QUALITY MGMT FINAL PLAN CHECK	**S-092**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	10	$197
		TYPE SUBTOTAL	**0.25**	**$19.65**		**$197**
PUBLIC WORKS	ENG DEV TECH I/II	0-10 Acres	2.00	$152.14	8	$1,217
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	0-10 Acres	9.00	$1,685.70	8	$13,486
		TYPE SUBTOTAL	**11.00**	**$1,837.84**		**$14,703**
PUBLIC WORKS	ENG DEV TECH I/II	10+ Acres	2.00	$152.14	2	$304
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	10+ Acres	12.00	$2,247.60	2	$4,495
		TYPE SUBTOTAL	**14.00**	**$2,399.74**		**$4,799**
		TOTALS	**25.25**	**$1,969.90**		**$19,699**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PRELIM HYDROLOGY/HYDRAULIC STUDY	**S-093**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	STUDY	

DESCRIPTION OF SERVICE

Preliminary review of a Hydrology or Hydraulic study for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$2,824.93**	**TOTAL COST:**	**$39,549**
UNIT PROFIT (SUBSIDY):	**$(2,824.93)**	**TOTAL PROFIT (SUBSIDY):**	**$(39,549)**
TOTAL UNITS:	**14**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

0-10 acres - $2,345 per study
10-50 acres - $3.095 per study
50-100 acres - $3,840 per study
100+ acres - $4,590 per study

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PRELIM HYDROLOGY/HYDRAULIC STUDY	**S-093**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**14**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	14	$275
		TYPE SUBTOTAL	**0.25**	**$19.65**		**$275**
PUBLIC WORKS	ENG DEV TECH I/II	0-10 Acres	1.00	$76.07	8	$609
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	0-10 Acres	12.00	$2,247.60	8	$17,981
		TYPE SUBTOTAL	**13.00**	**$2,323.67**		**$18,589**
PUBLIC WORKS	ENG DEV TECH I/II	11-50 Acres	1.00	$76.07	4	$304
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	11-50 Acres	16.00	$2,996.80	4	$11,987
		TYPE SUBTOTAL	**17.00**	**$3,072.87**		**$12,291**
PUBLIC WORKS	ENG DEV TECH I/II	51-100 Acres	1.00	$76.07	1	$76
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	51-100 Acres	20.00	$3,746.00	1	$3,746
		TYPE SUBTOTAL	**21.00**	**$3,822.07**		**$3,822**
PUBLIC WORKS	ENG DEV TECH I/II	100+ Acres	1.00	$76.07	1	$76
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	100+ Acres	24.00	$4,495.20	1	$4,495
		TYPE SUBTOTAL	**25.00**	**$4,571.27**		**$4,571**
		TOTALS	**76.25**	**$2,824.93**		**$39,549**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL HYDROLOGY/HYDRAULIC STUDY	**S-094**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	STUDY	

DESCRIPTION OF SERVICE

Final review of a Hydrology or Hydraulic study for compliance with City codes and standards.

CURRENT FEE STRUCTURE

0-10 acres - $2,889.02 per study
10-50 acres - $4,211.13 per study
50-100 acres - $5,533.25 per study
100+ acres - $8,177.47 per study

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$3,574.29**	**TOTAL REVENUE:**	**$50,040**
UNIT COST:	**$2,824.93**	**TOTAL COST:**	**$39,549**
UNIT PROFIT (SUBSIDY):	**$749.36**	**TOTAL PROFIT (SUBSIDY):**	**$10,491**
TOTAL UNITS:	**14**	**PCT. COST RECOVERY:**	**126.53%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

0-10 acres - $2,345 per study
10-50 acres - $3,095 per study
50-100 acres - $3,840 per study
100+ acres - $4,590 per study

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINAL HYDROLOGY/HYDRAULIC STUDY	**S-094**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**14**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	14	$275
		TYPE SUBTOTAL	**0.25**	**$19.65**		**$275**
PUBLIC WORKS	ENG DEV TECH I/II	0-10 Acres	1.00	$76.07	8	$609
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	0-10 Acres	12.00	$2,247.60	8	$17,981
		TYPE SUBTOTAL	**13.00**	**$2,323.67**		**$18,589**
PUBLIC WORKS	ENG DEV TECH I/II	11-50 Acres	1.00	$76.07	4	$304
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	11-50 Acres	16.00	$2,996.80	4	$11,987
		TYPE SUBTOTAL	**17.00**	**$3,072.87**		**$12,291**
PUBLIC WORKS	ENG DEV TECH I/II	51-100 Acres	1.00	$76.07	1	$76
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	51-100 Acres	20.00	$3,746.00	1	$3,746
		TYPE SUBTOTAL	**21.00**	**$3,822.07**		**$3,822**
PUBLIC WORKS	ENG DEV TECH I/II	100+ Acres	1.00	$76.07	1	$76
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	100+ Acres	24.00	$4,495.20	1	$4,495
		TYPE SUBTOTAL	**25.00**	**$4,571.27**		**$4,571**
		TOTALS	**76.25**	**$2,824.93**		**$39,549**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORMWATER POLLUTION PROTECT REVIEW	**S-095**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN	

DESCRIPTION OF SERVICE

Review of Stormwater Pollution Protection Plan and construction inspection.

CURRENT FEE STRUCTURE

Plan Check:
0-10 acres - $4,211.13 per plan
Above 10 acres - $5,533.25 per plan

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is provided by the State.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORMWATER POLLUTION PROTECT REVIEW	**S-095**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORMWATER POST-CONSTRUCT INSPECT	**S-096**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	INSPECTION	

DESCRIPTION OF SERVICE

Providing Stormwater NPDES Inspections and Post-Construction Water Quality Inspections for compliance with state and federal standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORMWATER POST-CONSTRUCT INSPECT	**S-096**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SEWER CONNECTION/LATERAL INSPECTION	**S-097**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	INSPECTION	

DESCRIPTION OF SERVICE

Inspection of a new Sewer connection and lateral.

CURRENT FEE STRUCTURE

$75 per inspection

Special Construction or Construction under unusual conditions - $65 per hour ($75 minimum)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed as the service cost is already covered as part an encroachment permit.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SEWER CONNECTION/LATERAL INSPECTION	**S-097**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE PLAN CHECK	**S-098**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	SHEET	

DESCRIPTION OF SERVICE

Review of the plans for off-site or on-site common area landscaping, including three reviews.

CURRENT FEE STRUCTURE

$411.09 per sheet

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$411.08**	**TOTAL REVENUE:**	**$9,866**
UNIT COST:	**$657.63**	**TOTAL COST:**	**$15,783**
UNIT PROFIT (SUBSIDY):	**$(246.55)**	**TOTAL PROFIT (SUBSIDY):**	**$(5,917)**
TOTAL UNITS:	**24**	**PCT. COST RECOVERY:**	**62.51%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$95 per plan plus $560 per sheet

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE PLAN CHECK	**S-098**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**24**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	24	$472
PUBLIC WORKS	ENG DEV TECH I/II		1.00	$76.07	24	$1,826
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		3.00	$561.90	24	$13,486
		TYPE SUBTOTAL	**4.25**	**$657.62**		**$15,783**
		TOTALS	**4.25**	**$657.63**		**$15,783**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE INSPECTION	**S-099**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PROJECT	

DESCRIPTION OF SERVICE

Inspection of the construction of off-site or on-site common area landscaping.

CURRENT FEE STRUCTURE

Deposit of 50% of Engineers Estimate ($500 minimum)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**24**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Deposit of 50% of Engineers Estimate ($500 minimum)

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
LANDSCAPE INSPECTION	**S-099**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**24**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TRAFFIC STUDY REVIEW	**S-100**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	REVIEW	

DESCRIPTION OF SERVICE

Review of traffic study for conformance with City codes, regulations and standards.

CURRENT FEE STRUCTURE

$1,000 deposit with charges at contract cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,000 deposit with charges at contract cost plus 20% for administration

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TRAFFIC STUDY REVIEW	**S-100**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SCOPING AGREEMENT	**S-101**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	AGREEMENT	

DESCRIPTION OF SERVICE

Scoping agreement between the City and consultant.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$750 deposit with charges at contract cost plus 20% for administration

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SCOPING AGREEMENT	**S-101**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TRANSPORTATION WIDE LOAD PERMIT	**S-102**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PERMIT	

DESCRIPTION OF SERVICE

Processing a Transportation Wide Load Permit.

CURRENT FEE STRUCTURE

Fees are set by the State:

Single - $16 per permit
Annual - $90 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$16.00**	**TOTAL REVENUE:**	**$16**
UNIT COST:	**$20.00**	**TOTAL COST:**	**$20**
UNIT PROFIT (SUBSIDY):	**$(4.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(4)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**80.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 80%

Fees are set by the State:

Single - $16 per permit
Annual - $90 per permit

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TRANSPORTATION WIDE LOAD PERMIT	**S-102**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
		TYPE SUBTOTAL	**0.25**	**$19.65**		**$20**
		TOTALS	**0.25**	**$20.00**		**$20**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
HAUL ROUTE REVIEW	**S-103**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the haul route for dirt/gravel trucks of a development.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$245.00**	**TOTAL COST:**	**$245**
UNIT PROFIT (SUBSIDY):	**$(245.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(245)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$245 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
HAUL ROUTE REVIEW	**S-103**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.25	$19.65	1	$20
PUBLIC WORKS	ENG DEV TECH I/II		0.50	$38.04	1	$38
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER		1.00	$187.30	1	$187
		TYPE SUBTOTAL	**1.75**	**$244.99**		**$245**
		TOTALS	**1.75**	**$245.00**		**$245**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT ENGINEERING DEPOSIT SVC	**S-104**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	N/A	

DESCRIPTION OF SERVICE

Review and inspection of Development Engineering Services with a deposit-based fee.

CURRENT FEE STRUCTURE

These fees are detailed in the various services with a deposit-based fee

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$360,000.00**	**TOTAL REVENUE:**	**$360,000**
UNIT COST:	**$626,879.00**	**TOTAL COST:**	**$626,879**
UNIT PROFIT (SUBSIDY):	**$(266,879.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(266,879)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**57.43%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

These fees are detailed in the various services with a deposit-based fee

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DEVELOPMENT ENGINEERING DEPOSIT SVC	**S-104**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PUBLIC WORKS	ADMIN SVCS MGR	20%	327.84	$62,735.46	1	$62,735
PUBLIC WORKS	CUST SVCS COORD I/II	15%	245.85	$15,980.25	1	$15,980
PUBLIC WORKS	ENG DEV TECH I/II	5%	81.95	$6,233.94	1	$6,234
PUBLIC WORKS	ASST DIR/PRIN/SR ENGINEER	14% Of 2.5	573.65	$107,444.65	1	$107,445
PUBLIC WORKS	PW DIR/CITY ENGINEER	25%	407.71	$120,025.75	1	$120,026
PUBLIC WORKS	PW INSPECTOR	Remainder Of 1.5	2,076.72	$270,949.66	1	$270,950
PUBLIC WORKS	SOLID WASTE & RECYCL MGR	20%	327.80	$43,508.89	1	$43,509
		TYPE SUBTOTAL	**4,041.52**	**$626,878.60**		**$626,879**
		TOTALS	**4,041.52**	**$626,879.00**		**$626,879**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ENGINEERING EXTRA PLAN CHECK	**S-105**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	REVIEW	

DESCRIPTION OF SERVICE

Review of Engineering plans beyond the standard number of reviews.

CURRENT FEE STRUCTURE

Charges at contract cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charges at contract cost plus 20% for administration

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ENGINEERING EXTRA PLAN CHECK	**S-105**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MISCELLANEOUS ENGINEERING SERVICES	**S-106**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	REVIEW	

DESCRIPTION OF SERVICE

Review of miscellaneous Engineering services or any service not included on the fee schedule.

CURRENT FEE STRUCTURE

Actual Cost

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs plus 20% for administration.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MISCELLANEOUS ENGINEERING SERVICES	**S-106**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CODE ENFORCEMENT INSPECTION	**S-107**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	HOUR	

DESCRIPTION OF SERVICE

Inspection of code enforcement issues after the second inspection or other issues not categorized.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$122.00**	**TOTAL COST:**	**$122**
UNIT PROFIT (SUBSIDY):	**$(122.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(122)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$120 per hour

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CODE ENFORCEMENT INSPECTION	**S-107**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM ENHANCE	QUAL OF LIFE OFFICER I/II		1.00	$122.00	1	$122
		TYPE SUBTOTAL	**1.00**	**$122.00**		**$122**
		TOTALS	**1.00**	**$122.00**		**$122**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
INSPECTION WARRANT	**S-108**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	WARRANT	

DESCRIPTION OF SERVICE

Inspection of an abatement warrant due to the need to access the property.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
INSPECTION WARRANT	**S-108**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ABATEMENT WARRANT	**S-109**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	WARRANT	

DESCRIPTION OF SERVICE

Processing of an abatement of a property due to the need to access the property.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ABATEMENT WARRANT	**S-109**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CODE ENFORCEMENT CITATION HEARING	**S-110**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	HEARING	

DESCRIPTION OF SERVICE

Processing a hearing of an code enforcement complaint or issue at the property owner's request.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$7,406.50**	**TOTAL COST:**	**$14,813**
UNIT PROFIT (SUBSIDY):	**$(7,406.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(14,813)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$500 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CODE ENFORCEMENT CITATION HEARING	**S-110**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	COMM DEV DIR/DEPUTY CM		20.00	$6,186.60	2	$12,373
COMM ENHANCE	QUAL OF LIFE OFFICER I/II		10.00	$1,220.00	2	$2,440
		TYPE SUBTOTAL	**30.00**	**$7,406.60**		**$14,813**
		TOTALS	**30.00**	**$7,406.50**		**$14,813**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ABANDONED PROP. INIT. REGISTRATION	**S-111**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	PROPERTY	

DESCRIPTION OF SERVICE

Processing the initial registration of an abandoned property within the City.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$183.00**	**TOTAL COST:**	**$2,196**
UNIT PROFIT (SUBSIDY):	**$(183.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,196)**
TOTAL UNITS:	**12**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$185 per property

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ABANDONED PROP. INIT. REGISTRATION	**S-111**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**12**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM ENHANCE	QUAL OF LIFE OFFICER I/II		1.50	$183.00	12	$2,196
		TYPE SUBTOTAL	**1.50**	**$183.00**		**$2,196**
		TOTALS	**1.50**	**$183.00**		**$2,196**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ABANDONED PROPERTY MONTHLY INSPECT.	**S-112**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	MONTH	

DESCRIPTION OF SERVICE

Monthly reinspection of an abandoned property for the purpose of enforcing City codes.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$61.00**	**TOTAL COST:**	**$732**
UNIT PROFIT (SUBSIDY):	**$(61.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(732)**
TOTAL UNITS:	**12**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$60 per month

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ABANDONED PROPERTY MONTHLY INSPECT.	**S-112**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**12**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM ENHANCE	QUAL OF LIFE OFFICER I/II		0.50	$61.00	12	$732
		TYPE SUBTOTAL	**0.50**	**$61.00**		**$732**
		TOTALS	**0.50**	**$61.00**		**$732**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WEED ABATEMENT	**S-113**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	LOT	

DESCRIPTION OF SERVICE

Abatement of the weeds on a lot due to non-compliance.

CURRENT FEE STRUCTURE

$125 plus actual cost of abatement

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$125.00**	**TOTAL REVENUE:**	**$3,875**
UNIT COST:	**$244.00**	**TOTAL COST:**	**$7,564**
UNIT PROFIT (SUBSIDY):	**$(119.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,689)**
TOTAL UNITS:	**31**	**PCT. COST RECOVERY:**	**51.23%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$245 plus actual cost of abatement

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WEED ABATEMENT	**S-113**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**31**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM ENHANCE	QUAL OF LIFE OFFICER I/II		2.00	$244.00	31	$7,564
		TYPE SUBTOTAL	**2.00**	**$244.00**		**$7,564**
		TOTALS	**2.00**	**$244.00**		**$7,564**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WEED ABATEMENT SUBSCRIPTION PROGRAM	**S-114**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CODE ENFORCEMENT	LOT	

DESCRIPTION OF SERVICE

Processing of request by property owner to participate in Weed Abatement Subscription program, in which the lost is automatically cleared of weeds.

CURRENT FEE STRUCTURE

$75 plus actual cost of abatement

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$75.00**	**TOTAL REVENUE:**	**$4,425**
UNIT COST:	**$244.00**	**TOTAL COST:**	**$14,396**
UNIT PROFIT (SUBSIDY):	**$(169.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(9,971)**
TOTAL UNITS:	**59**	**PCT. COST RECOVERY:**	**30.74%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$245 or 20% of abatement cost, whichever is less, plus actual cost of abatement

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WEED ABATEMENT SUBSCRIPTION PROGRAM	**S-114**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**59**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM ENHANCE	QUAL OF LIFE OFFICER I/II		2.00	$244.00	59	$14,396
		TYPE SUBTOTAL	**2.00**	**$244.00**		**$14,396**
		TOTALS	**2.00**	**$244.00**		**$14,396**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FIRE PLAN CHECK/INSPECTION	**S-115**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FIRE	PLAN/PERMIT	

DESCRIPTION OF SERVICE

Review of Fire plans or inspections that are necessary due to the actions of the applicant.

CURRENT FEE STRUCTURE

See Appendix D for detail

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$93.59**	**TOTAL REVENUE:**	**$164,911**
UNIT COST:	**$225.10**	**TOTAL COST:**	**$396,626**
UNIT PROFIT (SUBSIDY):	**$(131.51)**	**TOTAL PROFIT (SUBSIDY):**	**$(231,715)**
TOTAL UNITS:	**1,762**	**PCT. COST RECOVERY:**	**41.58%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix D for detail

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FIRE PLAN CHECK/INSPECTION	**S-115**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1,762**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FIRE PREVENTION		Contract Svcs	0.00	$196.47	1,762	$346,180
PLANNING	COMM DEV DIR/DEPUTY CM	10%	0.09	$28.63	1,762	$50,446
		TYPE SUBTOTAL	**0.09**	**$225.10**		**$396,626**
		TOTALS	**0.09**	**$225.10**		**$396,626**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORED VEHICLE RELEASE	**S-116**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	RELEASE	

DESCRIPTION OF SERVICE

Release of a vehicle which was impounded.

CURRENT FEE STRUCTURE

$75 per release

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$75.00**	**TOTAL REVENUE:**	**$43,125**
UNIT COST:	**$175.89**	**TOTAL COST:**	**$101,137**
UNIT PROFIT (SUBSIDY):	**$(100.89)**	**TOTAL PROFIT (SUBSIDY):**	**$(58,012)**
TOTAL UNITS:	**575**	**PCT. COST RECOVERY:**	**42.64%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$175 per release

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORED VEHICLE RELEASE	**S-116**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**575**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		0.50	$141.40	575	$81,305
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.33	$34.49	575	$19,832
		TYPE SUBTOTAL	**0.83**	**$175.89**		**$101,137**
		TOTALS	**0.83**	**$175.89**		**$101,137**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORED VEHICLE RELEASE - DUI	**S-117**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	RELEASE	

DESCRIPTION OF SERVICE

Collection and release of a vehicle impounded for DUI by the City.

CURRENT FEE STRUCTURE

$150 per release

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$150.00**	**TOTAL REVENUE:**	**$3,750**
UNIT COST:	**$290.76**	**TOTAL COST:**	**$7,269**
UNIT PROFIT (SUBSIDY):	**$(140.76)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,519)**
TOTAL UNITS:	**25**	**PCT. COST RECOVERY:**	**51.59%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$290 per release

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
STORED VEHICLE RELEASE - DUI	**S-117**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**25**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD OFFICER		1.25	$248.03	25	$6,201
POLICE SUPPORT	PUBL SAFT DISPATCHER I/II		0.08	$8.23	25	$206
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.33	$34.49	25	$862
		TYPE SUBTOTAL	**1.66**	**$290.75**		**$7,269**
		TOTALS	**1.66**	**$290.76**		**$7,269**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
VIN VERIFICATION	**S-118**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	VEHICLE	

DESCRIPTION OF SERVICE

Processing a request to verify the vehicle identification number (VIN) of a vehicle at the request of the vehicle owner.

CURRENT FEE STRUCTURE

$15 per vehicle

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$15.00**	**TOTAL REVENUE:**	**$165**
UNIT COST:	**$58.45**	**TOTAL COST:**	**$643**
UNIT PROFIT (SUBSIDY):	**$(43.45)**	**TOTAL PROFIT (SUBSIDY):**	**$(478)**
TOTAL UNITS:	**11**	**PCT. COST RECOVERY:**	**25.66%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$60 per vehicle

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
VIN VERIFICATION	**S-118**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**11**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD OFFICER		0.25	$50.10	11	$551
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.08	$8.36	11	$92
		TYPE SUBTOTAL	**0.33**	**$58.46**		**$643**
		TOTALS	**0.33**	**$58.45**		**$643**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TRAFFIC CITATION SIGN OFF	**S-119**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	CITATION	

DESCRIPTION OF SERVICE

Review the sign-off of a correctable failure citation.

CURRENT FEE STRUCTURE

$15 per citation

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$15.00**	**TOTAL REVENUE:**	**$105**
UNIT COST:	**$23.71**	**TOTAL COST:**	**$166**
UNIT PROFIT (SUBSIDY):	**$(8.71)**	**TOTAL PROFIT (SUBSIDY):**	**$(61)**
TOTAL UNITS:	**7**	**PCT. COST RECOVERY:**	**63.25%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$25 per citation

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TRAFFIC CITATION SIGN OFF	**S-119**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**7**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD OFFICER		0.08	$15.29	7	$107
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.08	$8.36	7	$59
		TYPE SUBTOTAL	**0.16**	**$23.65**		**$166**
		TOTALS	**0.16**	**$23.71**		**$166**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
POLICE ALARM LICENSE	**S-120**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	LICENSE	

DESCRIPTION OF SERVICE

Registering the contact information of a commercial or private burglary alarm.

CURRENT FEE STRUCTURE

$21 per license

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$21.00**	**TOTAL REVENUE:**	**$31,500**
UNIT COST:	**$27.90**	**TOTAL COST:**	**$41,850**
UNIT PROFIT (SUBSIDY):	**$(6.90)**	**TOTAL PROFIT (SUBSIDY):**	**$(10,350)**
TOTAL UNITS:	**1,500**	**PCT. COST RECOVERY:**	**75.27%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$28 per license

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
POLICE ALARM LICENSE	**S-120**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1,500**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE		Contract Svcs	0.00	$5.40	1,500	$8,100
POLICE SUPPORT	PIO/SPECIAL PROJ ANALYST	2 Hours/Week	0.07	$14.14	1,500	$21,210
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.08	$8.36	1,500	$12,540
		TYPE SUBTOTAL	**0.15**	**$27.90**		**$41,850**
		TOTALS	**0.15**	**$27.90**		**$41,850**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
AUTO REPOSSESSION PROCESSING	**S-121**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	VEHICLE	

DESCRIPTION OF SERVICE

Processing the notice of an auto repossession.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$19.00**	**TOTAL COST:**	**$19**
UNIT PROFIT (SUBSIDY):	**$(19.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(19)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 80%

Fee is set by State law:

$15 per vehicle

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
AUTO REPOSSESSION PROCESSING	**S-121**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	PUBL SAFT DISPATCHER I/II		0.18	$18.52	1	$19
		TYPE SUBTOTAL	**0.18**	**$18.52**		**$19**
		TOTALS	**0.18**	**$19.00**		**$19**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SECOND HAND DEALER LICENSE	**S-122**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request to operate a new pawn shop or secondhand store in the City.

CURRENT FEE STRUCTURE

$107 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$107.00**	**TOTAL REVENUE:**	**$749**
UNIT COST:	**$233.43**	**TOTAL COST:**	**$1,634**
UNIT PROFIT (SUBSIDY):	**$(126.43)**	**TOTAL PROFIT (SUBSIDY):**	**$(885)**
TOTAL UNITS:	**7**	**PCT. COST RECOVERY:**	**45.84%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$235 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SECOND HAND DEALER LICENSE	**S-122**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**7**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		0.67	$189.47	7	$1,326
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.42	$43.89	7	$307
		TYPE SUBTOTAL	**1.09**	**$233.36**		**$1,634**
		TOTALS	**1.09**	**$233.43**		**$1,634**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FORTUNETELLER PERMIT	**S-123**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request to operate a fortuneteller business in the City.

CURRENT FEE STRUCTURE

$240 per application per year

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$240.00**	**TOTAL REVENUE:**	**$240**
UNIT COST:	**$542.00**	**TOTAL COST:**	**$542**
UNIT PROFIT (SUBSIDY):	**$(302.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(302)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**44.28%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$540 per application per year

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FORTUNETELLER PERMIT	**S-123**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		1.67	$472.26	1	$472
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.67	$70.02	1	$70
		TYPE SUBTOTAL	**2.34**	**$542.28**		**$542**
		TOTALS	**2.34**	**$542.00**		**$542**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MASSAGE TECHNICIAN PERMIT - NEW	**S-124**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request to operate as a massage technician in the City who is not state certified.

CURRENT FEE STRUCTURE

$100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$542.00**	**TOTAL COST:**	**$542**
UNIT PROFIT (SUBSIDY):	**$(442.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(442)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**18.45%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$540 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MASSAGE TECHNICIAN PERMIT - NEW	**S-124**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		1.67	$472.26	1	$472
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.67	$70.02	1	$70
		TYPE SUBTOTAL	**2.34**	**$542.28**		**$542**
		TOTALS	**2.34**	**$542.00**		**$542**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MASSAGE TECHNICIAN PERMIT - RENEWAL	**S-125**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	RENEWAL	

DESCRIPTION OF SERVICE

Review a request to renew a massage technician and continue operation in the City.

CURRENT FEE STRUCTURE

$100 per renewal

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$44.00**	**TOTAL COST:**	**$44**
UNIT PROFIT (SUBSIDY):	**$56.00**	**TOTAL PROFIT (SUBSIDY):**	**$56**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**227.27%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$45 per renewal

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MASSAGE TECHNICIAN PERMIT - RENEWAL	**S-125**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.42	$43.89	1	$44
		TYPE SUBTOTAL	**0.42**	**$43.89**		**$44**
		TOTALS	**0.42**	**$44.00**		**$44**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MASSAGE ESTABLISHMENT PERMIT	**S-126**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Conduct background check for a massage parlor business owner in order to preserve and insure the public peace, health, safety, and welfare.

CURRENT FEE STRUCTURE

$101 per application, annually

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$101.00**	**TOTAL REVENUE:**	**$1,010**
UNIT COST:	**$224.00**	**TOTAL COST:**	**$2,240**
UNIT PROFIT (SUBSIDY):	**$(123.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,230)**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**45.09%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$225 per application, annually

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MASSAGE ESTABLISHMENT PERMIT	**S-126**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		0.67	$189.47	10	$1,895
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.33	$34.49	10	$345
		TYPE SUBTOTAL	**1.00**	**$223.96**		**$2,240**
		TOTALS	**1.00**	**$224.00**		**$2,240**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ADULT ORIENTED ESTABLISHMENT PERMIT	**S-127**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Conduct background check for either a adult oriented establishment business or entertainer order to preserve and insure the public peace, health, safety, and welfare.

CURRENT FEE STRUCTURE

$424 per application, annually

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$424.00**	**TOTAL REVENUE:**	**$424**
UNIT COST:	**$983.00**	**TOTAL COST:**	**$983**
UNIT PROFIT (SUBSIDY):	**$(559.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(559)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**43.13%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$985 per application, annually

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ADULT ORIENTED ESTABLISHMENT PERMIT	**S-127**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		3.17	$896.44	1	$896
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.83	$86.74	1	$87
		TYPE SUBTOTAL	**4.00**	**$983.18**		**$983**
		TOTALS	**4.00**	**$983.00**		**$983**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TOBACCO RETAILER PERMIT	**S-128**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Permitting and inspection of businesses selling tobacco products within the City.

CURRENT FEE STRUCTURE

$250 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$250.00**	**TOTAL REVENUE:**	**$250**
UNIT COST:	**$983.00**	**TOTAL COST:**	**$983**
UNIT PROFIT (SUBSIDY):	**$(733.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(733)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**25.43%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$985 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TOBACCO RETAILER PERMIT	**S-128**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		3.17	$896.44	1	$896
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.83	$86.74	1	$87
		TYPE SUBTOTAL	**4.00**	**$983.18**		**$983**
		TOTALS	**4.00**	**$983.00**		**$983**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GRAFFITI IMPLEMENTATION SALE PERMIT	**S-129**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Conduct background check for graffiti implementation sales service provider within the City.

CURRENT FEE STRUCTURE

$25 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$25.00**	**TOTAL REVENUE:**	**$25**
UNIT COST:	**$141.00**	**TOTAL COST:**	**$141**
UNIT PROFIT (SUBSIDY):	**$(116.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(116)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**17.73%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$140 per application

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GRAFFITI IMPLEMENTATION SALE PERMIT	**S-129**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		0.50	$141.40	1	$141
		TYPE SUBTOTAL	**0.50**	**$141.40**		**$141**
		TOTALS	**0.50**	**$141.00**		**$141**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TOW YARD INSPECTION	**S-130**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	INSPECTION	

DESCRIPTION OF SERVICE

Review and inspection of a request to operate a tow truck business within the City.

CURRENT FEE STRUCTURE

$143 per inspection

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$143.00**	**TOTAL REVENUE:**	**$429**
UNIT COST:	**$353.33**	**TOTAL COST:**	**$1,060**
UNIT PROFIT (SUBSIDY):	**$(210.33)**	**TOTAL PROFIT (SUBSIDY):**	**$(631)**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**40.47%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$355 per inspection

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
TOW YARD INSPECTION	**S-130**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		1.25	$353.49	3	$1,060
		TYPE SUBTOTAL	**1.25**	**$353.49**		**$1,060**
		TOTALS	**1.25**	**$353.33**		**$1,060**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PEDDLER SOLICITOR PERMIT	**S-131**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERSON	

DESCRIPTION OF SERVICE

Processing a request for a peddler solicitor permit within the City.

CURRENT FEE STRUCTURE

$50 per person, annually

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$50.00**	**TOTAL REVENUE:**	**$750**
UNIT COST:	**$180.27**	**TOTAL COST:**	**$2,704**
UNIT PROFIT (SUBSIDY):	**$(130.27)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,954)**
TOTAL UNITS:	**15**	**PCT. COST RECOVERY:**	**27.74%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$180 per person, annually

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PEDDLER SOLICITOR PERMIT	**S-131**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**15**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		0.33	$93.51	15	$1,403
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.83	$86.74	15	$1,301
		TYPE SUBTOTAL	**1.16**	**$180.25**		**$2,704**
		TOTALS	**1.16**	**$180.27**		**$2,704**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BINGO PERMIT	**S-132**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Processing a request for a Bingo operation within the City.

CURRENT FEE STRUCTURE

$50 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$50.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$463.00**	**TOTAL COST:**	**$926**
UNIT PROFIT (SUBSIDY):	**$(413.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(826)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**10.80%**

SUGGESTED FEE FOR COST RECOVERY OF: 10%

Remote Caller Game - $465 per permit
Other - $50 per application (limited by State law)

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BINGO PERMIT	**S-132**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		1.33	$376.11	2	$752
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.83	$86.74	2	$173
		TYPE SUBTOTAL	**2.16**	**$462.85**		**$926**
		TOTALS	**2.16**	**$463.00**		**$926**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RV PARKING PERMIT	**S-133**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a request to park a recreation vehicle on City streets for 72 hours.

CURRENT FEE STRUCTURE

$5 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$5.00**	**TOTAL REVENUE:**	**$60**
UNIT COST:	**$7.33**	**TOTAL COST:**	**$88**
UNIT PROFIT (SUBSIDY):	**$(2.33)**	**TOTAL PROFIT (SUBSIDY):**	**$(28)**
TOTAL UNITS:	**12**	**PCT. COST RECOVERY:**	**68.18%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$7.50 per permit

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RV PARKING PERMIT	**S-133**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**12**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.07	$7.32	12	$88
		TYPE SUBTOTAL	**0.07**	**$7.32**		**$88**
		TOTALS	**0.07**	**$7.33**		**$88**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GOLF CART PERMIT	**S-134**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Review and permitting of golf carts operating on City streets.

CURRENT FEE STRUCTURE

$50 per application, annually

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$50.00**	**TOTAL REVENUE:**	**$500**
UNIT COST:	**$173.30**	**TOTAL COST:**	**$1,733**
UNIT PROFIT (SUBSIDY):	**$(123.30)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,233)**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**28.85%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$175 per application, annually

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
GOLF CART PERMIT	**S-134**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD OFFICER		0.83	$164.93	10	$1,649
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.08	$8.36	10	$84
		TYPE SUBTOTAL	**0.91**	**$173.29**		**$1,733**
		TOTALS	**0.91**	**$173.30**		**$1,733**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONCEALED WEAPON CARRY PERMIT	**S-135**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Processing a request for a concealed weapon carry permit within the City.

CURRENT FEE STRUCTURE

$100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$383.00**	**TOTAL COST:**	**$383**
UNIT PROFIT (SUBSIDY):	**$(283.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(283)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**26.11%**

SUGGESTED FEE FOR COST RECOVERY OF: 25%

Fee is set by State Law:

New application - $100 $25 - renewal application
Amended application - $10
Psychological testing costs are to be added to the above fee up to $150

20% of the fee is collected upon filing of the initial application and is and is non-refundable. The balance of the fee is collected on issuance of the license.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CONCEALED WEAPON CARRY PERMIT	**S-135**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE	PD SERGEANT		1.17	$330.86	1	$331
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.50	$52.25	1	$52
		TYPE SUBTOTAL	**1.67**	**$383.11**		**$383**
		TOTALS	**1.67**	**$383.00**		**$383**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RECORDS CHECK/IMMIGRATION LETTER	**S-136**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	CHECK	

DESCRIPTION OF SERVICE

Providing local background check and immigration letter.

CURRENT FEE STRUCTURE

$10 per check

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$10.00**	**TOTAL REVENUE:**	**$190**
UNIT COST:	**$26.11**	**TOTAL COST:**	**$496**
UNIT PROFIT (SUBSIDY):	**$(16.11)**	**TOTAL PROFIT (SUBSIDY):**	**$(306)**
TOTAL UNITS:	**19**	**PCT. COST RECOVERY:**	**38.31%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$25 per check

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RECORDS CHECK/IMMIGRATION LETTER	**S-136**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**19**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.25	$26.13	19	$496
		TYPE SUBTOTAL	**0.25**	**$26.13**		**$496**
		TOTALS	**0.25**	**$26.11**		**$496**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINGERPRINTING	**S-137**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PRINT SET	

DESCRIPTION OF SERVICE

Providing fingerprint service on request for employment or personal reasons.

CURRENT FEE STRUCTURE

Resident - $15
Non-Resident - $25

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$18.00**	**TOTAL REVENUE:**	**$18,320**
UNIT COST:	**$34.49**	**TOTAL COST:**	**$35,111**
UNIT PROFIT (SUBSIDY):	**$(16.49)**	**TOTAL PROFIT (SUBSIDY):**	**$(16,791)**
TOTAL UNITS:	**1,018**	**PCT. COST RECOVERY:**	**52.18%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Resident - $25
Non-Resident - $35

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FINGERPRINTING	**S-137**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1,018**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.33	$34.49	1,018	$35,111
		TYPE SUBTOTAL	**0.33**	**$34.49**		**$35,111**
		TOTALS	**0.33**	**$34.49**		**$35,111**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BICYCLE REGISTRATION	**S-138**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	LICENSE	

DESCRIPTION OF SERVICE

Processing a bicycle license.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$26.00**	**TOTAL COST:**	**$26**
UNIT PROFIT (SUBSIDY):	**$(26.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(26)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 15%

Per State Vehicle Code, Section 39004:

New - $4
Transfer - $2
Replacement - $2
Renewal - $2

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BICYCLE REGISTRATION	**S-138**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.25	$26.13	1	$26
		TYPE SUBTOTAL	**0.25**	**$26.13**		**$26**
		TOTALS	**0.25**	**$26.00**		**$26**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CITATION PROCESSOR LATE FEE	**S-139**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	CITATION	

DESCRIPTION OF SERVICE

Processing a citation payment which was submitted late.

CURRENT FEE STRUCTURE

$30 per citation

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$30.00**	**TOTAL REVENUE:**	**$30**
UNIT COST:	**$34.00**	**TOTAL COST:**	**$34**
UNIT PROFIT (SUBSIDY):	**$(4.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(4)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**88.24%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$35 per citation

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CITATION PROCESSOR LATE FEE	**S-139**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.33	$34.49	1	$34
		TYPE SUBTOTAL	**0.33**	**$34.49**		**$34**
		TOTALS	**0.33**	**$34.00**		**$34**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
POLICE REPORT COPY	**S-140**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	COPY	

DESCRIPTION OF SERVICE

Providing a copy of a Police report on request.

CURRENT FEE STRUCTURE

Black & White - $0.35 per copy
Color - $0.45 per copy

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$1.05**	**TOTAL COST:**	**$672**
UNIT PROFIT (SUBSIDY):	**$(1.05)**	**TOTAL PROFIT (SUBSIDY):**	**$(672)**
TOTAL UNITS:	**640**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 25%

Black & White - $0.35 per copy
Color - $0.45 per copy

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
POLICE REPORT COPY	**S-140**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**640**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.01	$1.05	640	$672
		TYPE SUBTOTAL	**0.01**	**$1.05**		**$672**
		TOTALS	**0.01**	**$1.05**		**$672**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
POLICE ELECTRONIC FILE COPY	**S-141**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	DEVICE	

DESCRIPTION OF SERVICE

Providing Police audio or video tape/DVD/CD copies on request.

CURRENT FEE STRUCTURE

$7 per device

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$7.00**	**TOTAL REVENUE:**	**$168**
UNIT COST:	**$29.25**	**TOTAL COST:**	**$702**
UNIT PROFIT (SUBSIDY):	**$(22.25)**	**TOTAL PROFIT (SUBSIDY):**	**$(534)**
TOTAL UNITS:	**24**	**PCT. COST RECOVERY:**	**23.93%**

SUGGESTED FEE FOR COST RECOVERY OF: 25%

$7 per device

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
POLICE ELECTRONIC FILE COPY	**S-141**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**24**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		0.28	$29.26	24	$702
		TYPE SUBTOTAL	**0.28**	**$29.26**		**$702**
		TOTALS	**0.28**	**$29.25**		**$702**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL RELINQUISHMENT	**S-142**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Relinquishment of animals at the request of the owner.

CURRENT FEE STRUCTURE

Pick up - $20
Bring in - $10
Shelter Cost - $81

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$19.13**	**TOTAL REVENUE:**	**$440**
UNIT COST:	**$154.39**	**TOTAL COST:**	**$3,551**
UNIT PROFIT (SUBSIDY):	**$(135.26)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,111)**
TOTAL UNITS:	**23**	**PCT. COST RECOVERY:**	**12.39%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont:
Pick up - $135
Bring In - $115
Calimesa:
Pick up - $135
Bring In - $115
Shelter Cost - $81

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL RELINQUISHMENT	**S-142**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**23**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Pickup - Beaumont	1.10	$127.57	14	$1,786
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Pickup - Beaumont	0.08	$8.36	14	$117
		TYPE SUBTOTAL	**1.18**	**$135.93**		**$1,903**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Bring In - Beaumont	0.93	$107.85	1	$108
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Bring In - Beaumont	0.08	$8.36	1	$8
		TYPE SUBTOTAL	**1.01**	**$116.21**		**$116**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Pickup - Calimesa	1.52	$176.27	7	$1,234
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Pickup - Calimesa	0.17	$17.62	7	$123
		TYPE SUBTOTAL	**1.69**	**$193.89**		**$1,357**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Bring In - Calimesa	1.35	$156.56	1	$157
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Bring In - Calimesa	0.17	$17.77	1	$18
		TYPE SUBTOTAL	**1.52**	**$174.33**		**$174**
		TOTALS	**5.40**	**$154.39**		**$3,551**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL IMPOUND/RETURN TO OWNER	**S-143**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Impoundment of a stray animal and return of that animal to its owner.

CURRENT FEE STRUCTURE

Beaumont - $50
Calimesa - $80

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$60.00**	**TOTAL REVENUE:**	**$3,600**
UNIT COST:	**$64.85**	**TOTAL COST:**	**$3,891**
UNIT PROFIT (SUBSIDY):	**$(4.85)**	**TOTAL PROFIT (SUBSIDY):**	**$(291)**
TOTAL UNITS:	**60**	**PCT. COST RECOVERY:**	**92.52%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont - $50
Calimesa - $80

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL IMPOUND/RETURN TO OWNER	**S-143**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**60**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Beaumont	0.33	$38.27	40	$1,531
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Beaumont	0.08	$8.36	40	$334
		TYPE SUBTOTAL	**0.41**	**$46.63**		**$1,865**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Calimesa	0.72	$83.50	20	$1,670
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Calimesa	0.17	$17.77	20	$355
		TYPE SUBTOTAL	**0.89**	**$101.27**		**$2,025**
		TOTALS	**1.30**	**$64.85**		**$3,891**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DECEASED ANIMAL PICK UP	**S-144**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Pickup of a deceased animal on request.

CURRENT FEE STRUCTURE

Beaumont - $40
Calimesa - $132

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$70.67**	**TOTAL REVENUE:**	**$1,272**
UNIT COST:	**$154.50**	**TOTAL COST:**	**$2,781**
UNIT PROFIT (SUBSIDY):	**$(83.83)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,509)**
TOTAL UNITS:	**18**	**PCT. COST RECOVERY:**	**45.74%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont - $140
Calimesa - $140

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DECEASED ANIMAL PICK UP	**S-144**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**18**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Beaumont	1.18	$136.84	12	$1,642
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Beaumont	0.03	$3.14	12	$38
		TYPE SUBTOTAL	**1.21**	**$139.98**		**$1,680**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Calimesa	1.52	$176.27	6	$1,058
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Calimesa	0.07	$7.32	6	$44
		TYPE SUBTOTAL	**1.59**	**$183.59**		**$1,102**
		TOTALS	**2.80**	**$154.50**		**$2,781**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL QUARANTINE	**S-145**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Review of an animal that is required to be quarantined for health or safety reasons.

CURRENT FEE STRUCTURE

$40 per animal plus $15 per day

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$40.00**	**TOTAL REVENUE:**	**$120**
UNIT COST:	**$193.67**	**TOTAL COST:**	**$581**
UNIT PROFIT (SUBSIDY):	**$(153.67)**	**TOTAL PROFIT (SUBSIDY):**	**$(461)**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**20.65%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont - $175 per animal plus $50 per day
Calimesa - $175 per animal plus $50 per day

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL QUARANTINE	**S-145**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Beaumont	1.43	$165.84	2	$332
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Beaumont	0.08	$8.36	2	$17
		TYPE SUBTOTAL	**1.51**	**$174.20**		**$348**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Calimesa	1.85	$214.54	1	$215
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Calimesa	0.17	$17.77	1	$18
		TYPE SUBTOTAL	**2.02**	**$232.31**		**$232**
		TOTALS	**3.53**	**$193.67**		**$581**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DANGEROUS ANIMAL REGISTRATION	**S-146**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Registration of an animal determined to be dangerous.

CURRENT FEE STRUCTURE

Beaumont - $208
Calimesa - $263

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$225.67**	**TOTAL REVENUE:**	**$677**
UNIT COST:	**$220.33**	**TOTAL COST:**	**$661**
UNIT PROFIT (SUBSIDY):	**$5.34**	**TOTAL PROFIT (SUBSIDY):**	**$16**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**102.42%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$220 per animal

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DANGEROUS ANIMAL REGISTRATION	**S-146**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II		1.00	$115.97	3	$348
POLICE SUPPORT	SUPPORT SVCS SPEC I/II		1.00	$104.50	3	$314
		TYPE SUBTOTAL	**2.00**	**$220.47**		**$661**
		TOTALS	**2.00**	**$220.33**		**$661**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL TRAP RENTAL	**S-147**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	TRAP	

DESCRIPTION OF SERVICE

Rental of a live animal trap on request.

CURRENT FEE STRUCTURE

Beaumont - $25 per trap plus $10 per day after the fifth day
Calimesa - $97 per trap plus $12 per day after the fifth day

Small Trap Replacement:
Beaumont - $149
Calimesa - $157
Large Trap Replacement:
Beaumont - $299
Calimesa - $307

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$47.50**	**TOTAL REVENUE:**	**$760**
UNIT COST:	**$74.63**	**TOTAL COST:**	**$1,194**
UNIT PROFIT (SUBSIDY):	**$(27.13)**	**TOTAL PROFIT (SUBSIDY):**	**$(434)**
TOTAL UNITS:	**16**	**PCT. COST RECOVERY:**	**63.65%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont - $60 per trap plus $10 per day after the fifth day
Calimesa - $97 per trap plus $12 per day after the fifth day

Plus deposit based on replacement cost of trap

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL TRAP RENTAL	**S-147**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**16**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Beaumont	0.50	$57.99	11	$638
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Beaumont	0.03	$3.14	11	$35
		TYPE SUBTOTAL	**0.53**	**$61.13**		**$672**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Calimesa	0.83	$96.26	5	$481
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Calimesa	0.08	$8.15	5	$41
		TYPE SUBTOTAL	**0.91**	**$104.41**		**$522**
		TOTALS	**1.44**	**$74.63**		**$1,194**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DOG SILENCER RENTAL	**S-148**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	DEVICE	

DESCRIPTION OF SERVICE

Rental of a dog silencer device on request.

CURRENT FEE STRUCTURE

Beaumont - $20
Calimesa - $73

Replacement:
Beaumont - $154
Calimesa - $162

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$46.50**	**TOTAL REVENUE:**	**$93**
UNIT COST:	**$83.00**	**TOTAL COST:**	**$166**
UNIT PROFIT (SUBSIDY):	**$(36.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(73)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**56.02%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont - $60
Calimesa - $73

Plus deposit based on replacement cost of trap

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DOG SILENCER RENTAL	**S-148**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Beaumont	0.50	$57.99	1	$58
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Beaumont	0.03	$3.14	1	$3
		TYPE SUBTOTAL	**0.53**	**$61.13**		**$61**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Calimesa	0.83	$96.26	1	$96
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Calimesa	0.08	$8.36	1	$8
		TYPE SUBTOTAL	**0.91**	**$104.62**		**$105**
		TOTALS	**1.44**	**$83.00**		**$166**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
KENNEL LICENSE	**S-149**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	LICENSE	

DESCRIPTION OF SERVICE

Processing and review of a request to operate a kennel within the City.

CURRENT FEE STRUCTURE

Beaumont:
1 year - $291
2 year - $377

Late Fee Penalty - 50% of License Fee

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$222.67**	**TOTAL REVENUE:**	**$668**
UNIT COST:	**$345.67**	**TOTAL COST:**	**$1,037**
UNIT PROFIT (SUBSIDY):	**$(123.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(369)**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**64.42%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont:
1 year - $300
2 year - $425
Calimesa:
1 year - $300

Late Fee Penalty - 50% of License Fee

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
KENNEL LICENSE	**S-149**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	1 Year - Beaumont	2.50	$289.93	1	$290
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	1 Year - Beaumont	0.08	$8.36	1	$8
		TYPE SUBTOTAL	**2.58**	**$298.29**		**$298**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	2 Year - Beaumont	3.50	$405.90	1	$406
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	2 Year - Beaumont	0.17	$17.77	1	$18
		TYPE SUBTOTAL	**3.67**	**$423.67**		**$424**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	1 Year - Calimesa	2.42	$280.65	1	$281
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	1 Year - Calimesa	0.33	$34.49	1	$34
		TYPE SUBTOTAL	**2.75**	**$315.14**		**$315**
		TOTALS	**9.00**	**$345.67**		**$1,037**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SENTRY KENNEL LICENSE	**S-150**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	LICENSE	

DESCRIPTION OF SERVICE

Processing and review of a request to operate a sentry kennel within the City.

CURRENT FEE STRUCTURE

Beaumont:
1 year - $338
2 year - $572

Late Fee Penalty - 50% of License Fee

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$455.00**	**TOTAL REVENUE:**	**$910**
UNIT COST:	**$539.50**	**TOTAL COST:**	**$1,079**
UNIT PROFIT (SUBSIDY):	**$(84.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(169)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**84.34%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont:
1 year - $365
2 year - $715

Late Fee Penalty - 50% of License Fee

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SENTRY KENNEL LICENSE	**S-150**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	1 Year - Beaumont	3.00	$347.91	1	$348
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	1 Year - Beaumont	0.17	$17.77	1	$18
		TYPE SUBTOTAL	**3.17**	**$365.68**		**$366**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	2 Year - Beaumont	6.00	$695.82	1	$696
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	2 Year - Beaumont	0.17	$17.77	1	$18
		TYPE SUBTOTAL	**6.17**	**$713.59**		**$714**
		TOTALS	**9.34**	**$539.50**		**$1,079**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MICROCHIP IDENTIFICATION DEVICE	**S-151**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	DEVICE	

DESCRIPTION OF SERVICE

Processing and installation of a microchip identification device

CURRENT FEE STRUCTURE

$28 per device

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$28.00**	**TOTAL REVENUE:**	**$2,520**
UNIT COST:	**$40.49**	**TOTAL COST:**	**$3,644**
UNIT PROFIT (SUBSIDY):	**$(12.49)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,124)**
TOTAL UNITS:	**90**	**PCT. COST RECOVERY:**	**69.15%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont - $35
Calimesa - $35

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
MICROCHIP IDENTIFICATION DEVICE	**S-151**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**90**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Beaumont	0.25	$28.99	60	$1,739
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Beaumont	0.08	$8.36	60	$502
		TYPE SUBTOTAL	**0.33**	**$37.35**		**$2,241**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Calimesa	0.25	$28.99	30	$870
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Calimesa	0.17	$17.77	30	$533
		TYPE SUBTOTAL	**0.42**	**$46.76**		**$1,403**
		TOTALS	**0.75**	**$40.49**		**$3,644**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL CONTROL RESPONSE	**S-152**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	RESPONSE	

DESCRIPTION OF SERVICE

Response of an Animal Control Officer.

CURRENT FEE STRUCTURE

Beaumont - $59
Calimesa - $94

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$76.50**	**TOTAL REVENUE:**	**$153**
UNIT COST:	**$101.00**	**TOTAL COST:**	**$202**
UNIT PROFIT (SUBSIDY):	**$(24.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(49)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**75.74%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Beaumont - $75
Calimesa - $94

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL CONTROL RESPONSE	**S-152**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Beaumont	0.67	$77.70	1	$78
		TYPE SUBTOTAL	**0.67**	**$77.70**		**$78**
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Calimesa	1.00	$115.97	1	$116
POLICE SUPPORT	SUPPORT SVCS SPEC I/II	Calimesa	0.08	$8.36	1	$8
		TYPE SUBTOTAL	**1.08**	**$124.33**		**$124**
		TOTALS	**1.75**	**$101.00**		**$202**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL CONTROL SERVICES	**S-153**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	N/A	

DESCRIPTION OF SERVICE

Providing animal control enforcement and kennel services to the community.

CURRENT FEE STRUCTURE

See Appendix E for detail

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$89,682.00**	**TOTAL REVENUE:**	**$89,682**
UNIT COST:	**$425,234.00**	**TOTAL COST:**	**$425,234**
UNIT PROFIT (SUBSIDY):	**$(335,552.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(335,552)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**21.09%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix E for detail

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ANIMAL CONTROL SERVICES	**S-153**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CTRL	ANIMAL CTRL OFFICER I/II	Remainder Of 2	3,138.52	$363,974.16	1	$363,974
ANIMAL CTRL	OVERTIME		2,000.00	$7,760.00	1	$7,760
ANIMAL CTRL		Contract Services	0.00	$53,500.00	1	$53,500
		TYPE SUBTOTAL	**5,138.52**	**$425,234.16**		**$425,234**
		TOTALS	**5,138.52**	**$425,234.00**		**$425,234**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RECREATION PROGRAMS	**S-154**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMMUNITY SERVICES	N/A	

DESCRIPTION OF SERVICE

Providing Recreation programs to the community

CURRENT FEE STRUCTURE

Various fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$18,750.00**	**TOTAL REVENUE:**	**$18,750**
UNIT COST:	**$816,542.00**	**TOTAL COST:**	**$816,542**
UNIT PROFIT (SUBSIDY):	**$(797,792.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(797,792)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**2.30%**

SUGGESTED FEE FOR COST RECOVERY OF: 2%

See Appendix F for detail

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RECREATION PROGRAMS	**S-154**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM SVCS	CUST SVCS COORD I/II	Yth Sports - 25%	409.75	$61,564.94	1	$61,565
COMM SVCS	COMM SVCS MANAGER	Yth Sports - 5%	81.95	$21,665.94	1	$21,666
		TYPE SUBTOTAL	**491.70**	**$83,230.88**		**$83,231**
COMM SVCS	CUST SVCS COORD I/II	Rec Classes - 25%	409.75	$61,564.94	1	$61,565
COMM SVCS	REC SPECIALIST (PT)	Rec Classes -$17,061	924.00	$63,321.72	1	$63,322
		TYPE SUBTOTAL	**1,333.75**	**$124,886.66**		**$124,887**
COMM SVCS	CUST SVCS COORD I/II	Sr Classes - 5%	81.95	$12,312.99	1	$12,313
COMM SVCS	COMM SVCS MANAGER	Sr Classes - 10%	163.90	$43,331.88	1	$43,332
COMM SVCS	REC SPECIALIST (PT)	Sr Classes - $12,795	693.00	$47,491.29	1	$47,491
		TYPE SUBTOTAL	**938.85**	**$103,136.16**		**$103,136**
COMM SVCS	CUST SVCS COORD I/II	Sr Progr - 5%	81.95	$12,312.99	1	$12,313
COMM SVCS	COMM SVCS MANAGER	Sr Progr - 35%	573.65	$151,661.59	1	$151,662
COMM SVCS	REC SPECIALIST (PT)	Sr Progr - $12,795	693.00	$47,491.29	1	$47,491
		TYPE SUBTOTAL	**1,348.60**	**$211,465.87**		**$211,466**
COMM SVCS	RECREATION SUPT.	Facil Mgmt - 20%	327.80	$111,842.08	1	$111,842
		TYPE SUBTOTAL	**327.80**	**$111,842.08**		**$111,842**
COMM SVCS		Facility Maint	0.00	$181,980.00	1	$181,980
		TYPE SUBTOTAL	**0.00**	**$181,980.00**		**$181,980**
		TOTALS	**4,440.70**	**$816,542.00**		**$816,542**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FACILITY RENTALS	**S-155**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMMUNITY SERVICES	N/A	

DESCRIPTION OF SERVICE

Rental of Community facilities to the public.

CURRENT FEE STRUCTURE

Various fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$128,520.00**	**TOTAL REVENUE:**	**$128,520**
UNIT COST:	**$221,180.00**	**TOTAL COST:**	**$221,180**
UNIT PROFIT (SUBSIDY):	**$(92,660.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(92,660)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**58.11%**

SUGGESTED FEE FOR COST RECOVERY OF: 58%

See Appendix F for detail

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FACILITY RENTALS	**S-155**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM SVCS	RECREATION SUPT.	10%	163.90	$55,921.04	1	$55,921
COMM SVCS	CUST SVCS COORD I/II	15%	245.85	$36,938.96	1	$36,939
COMM SVCS	COMM SVCS MANAGER	15%	245.85	$64,997.82	1	$64,998
COMM SVCS	REC SPECIALIST (PT)	$17,061	924.00	$63,321.72	1	$63,322
		TYPE SUBTOTAL	**1,579.60**	**$221,179.54**		**$221,180**
		TOTALS	**1,579.60**	**$221,180.00**		**$221,180**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BALLFIELD RENTALS	**S-156**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMMUNITY SERVICES	N/A	

DESCRIPTION OF SERVICE

Maintenance and rental of ballfields to private sports groups.

CURRENT FEE STRUCTURE

Various fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,500.00**	**TOTAL REVENUE:**	**$2,500**
UNIT COST:	**$617,369.00**	**TOTAL COST:**	**$617,369**
UNIT PROFIT (SUBSIDY):	**$(614,869.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(614,869)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.40%**

SUGGESTED FEE FOR COST RECOVERY OF: 1%

See Appendix F for detail

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BALLFIELD RENTALS	**S-156**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMM SVCS	RECREATION SUPT.	15 HRS/QTR	59.99	$20,467.99	1	$20,468
COMM SVCS	CUST SVCS COORD I/II	10%	163.90	$24,625.98	1	$24,626
COMM SVCS	COMM SVCS MANAGER	10%	163.90	$43,331.88	1	$43,332
COMM SVCS	REC SPECIALIST (PT)	$8,530	462.00	$31,660.86	1	$31,661
		TYPE SUBTOTAL	**849.79**	**$120,086.71**		**$120,087**
PARKS & GROUNDS MA		JAAF Field Maint	0.00	$6,977.62	1	$6,978
PARKS & GROUNDS MA		BYB Field Maint	0.00	$75,485.12	1	$75,485
PARKS & GROUNDS MA		AYSO Field Maint	0.00	$365,151.33	1	$365,151
PARKS & GROUNDS MA		NFL Flag Field Maint	0.00	$5,708.96	1	$5,709
PARKS & GROUNDS MA		Rugby Field Maint	0.00	$10,973.89	1	$10,974
PARKS & GROUNDS MA		Madrid Field Maint	0.00	$32,985.09	1	$32,985
		TYPE SUBTOTAL	**0.00**	**$497,282.01**		**$497,282**
		TOTALS	**849.79**	**$617,369.00**		**$617,369**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FATS, OILS OR GREASE INSPECTION	**S-157**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
SEWER	INSPECTION	

DESCRIPTION OF SERVICE

Inspection of Fats, Oils, and Grease drainage of a business to the City Sewer system.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$188.33**	**TOTAL COST:**	**$33,334**
UNIT PROFIT (SUBSIDY):	**$(188.33)**	**TOTAL PROFIT (SUBSIDY):**	**$(33,334)**
TOTAL UNITS:	**177**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

General Facility - $205 per first inspection
Dental Facility - $205 per first inspection plus $40 for Amalgam use
Reinspection - $95

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
FATS, OILS OR GREASE INSPECTION	**S-157**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**177**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II	General Facility	0.25	$19.65	127	$2,496
SEWER	ENV COMP MGR	General Facility	1.50	$187.83	127	$23,854
		TYPE SUBTOTAL	**1.75**	**$207.48**		**$26,350**
ADMIN	CUST SVCS COORD I/II	Dental Facility	0.25	$19.65	15	$295
SEWER	ENV COMP MGR	Dental Facility	1.50	$187.83	15	$2,817
		TYPE SUBTOTAL	**1.75**	**$207.48**		**$3,112**
ADMIN	CUST SVCS COORD I/II	Add'l Amalgam	0.07	$5.24	15	$79
SEWER	UTILITIES GENL MGR	Add'l Amalgam	0.13	$33.71	15	$506
		TYPE SUBTOTAL	**0.20**	**$38.95**		**$584**
SEWER	ENV COMP MGR	Resinspection	0.75	$93.92	35	$3,287
		TYPE SUBTOTAL	**0.75**	**$93.92**		**$3,287**
		TOTALS	**4.45**	**$188.33**		**$33,334**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
INDUSTRIAL WASTE INSPECTION	**S-158**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
SEWER	INSPECTION	

DESCRIPTION OF SERVICE

Inspection of Industrial waste uses.

CURRENT FEE STRUCTURE

Actual costs

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**5**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
INDUSTRIAL WASTE INSPECTION	**S-158**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**5**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WASTEWATER SURVEY	**S-159**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
SEWER	REVIEW	

DESCRIPTION OF SERVICE

Processing a wastewater survey.

CURRENT FEE STRUCTURE

$25.82 per review (not currently charging)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$28.50**	**TOTAL COST:**	**$11,400**
UNIT PROFIT (SUBSIDY):	**$(28.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(11,400)**
TOTAL UNITS:	**400**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$30 per review

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
WASTEWATER SURVEY	**S-159**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**400**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
SEWER	MGMT ANALYST		0.25	$28.50	400	$11,400
		TYPE SUBTOTAL	**0.25**	**$28.50**		**$11,400**
		TOTALS	**0.25**	**$28.50**		**$11,400**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SEWER FLOW MODELING	**S-160**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
SEWER	REVIEW	

DESCRIPTION OF SERVICE

Review and modeling of the Sewer Flow of a proposed development.

CURRENT FEE STRUCTURE

Actual cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SEWER FLOW MODELING	**S-160**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SEWAGE SPILL RESPONSE	**S-161**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
SEWER	SPILL	

DESCRIPTION OF SERVICE

Response to a Sewage Spill in the public right-of-way.

CURRENT FEE STRUCTURE

Actual cost plus 20% for administration

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
SEWAGE SPILL RESPONSE	**S-161**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NEW BUSINESS LICENSE PROCESSING	**S-162**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ADMINISTRATION	APPLICATION	

DESCRIPTION OF SERVICE

Processing an application for a new business license.

CURRENT FEE STRUCTURE

$31 per application
On-Line - $15 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$31.00**	**TOTAL REVENUE:**	**$9,145**
UNIT COST:	**$78.60**	**TOTAL COST:**	**$23,187**
UNIT PROFIT (SUBSIDY):	**$(47.60)**	**TOTAL PROFIT (SUBSIDY):**	**$(14,042)**
TOTAL UNITS:	**295**	**PCT. COST RECOVERY:**	**39.44%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$80 per application

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NEW BUSINESS LICENSE PROCESSING	**S-162**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**295**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		1.00	$78.60	295	$23,187
		TYPE SUBTOTAL	**1.00**	**$78.60**		**$23,187**
		TOTALS	**1.00**	**$78.60**		**$23,187**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BUSINESS LICENSE RENEWAL PROCESSING	**S-163**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ADMINISTRATION	RENEWAL	

DESCRIPTION OF SERVICE

Annual renewal of a business registration and updating of City records.

CURRENT FEE STRUCTURE

$15 per renewal
On-Line - $5 per renewal

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$15.00**	**TOTAL REVENUE:**	**$19,455**
UNIT COST:	**$39.30**	**TOTAL COST:**	**$50,972**
UNIT PROFIT (SUBSIDY):	**$(24.30)**	**TOTAL PROFIT (SUBSIDY):**	**$(31,517)**
TOTAL UNITS:	**1,297**	**PCT. COST RECOVERY:**	**38.17%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$40 per renewal

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
BUSINESS LICENSE RENEWAL PROCESSING	**S-163**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1,297**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II		0.50	$39.30	1,297	$50,972
		TYPE SUBTOTAL	**0.50**	**$39.30**		**$50,972**
		TOTALS	**0.50**	**$39.30**		**$50,972**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RELEASE OF LIEN	**S-164**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ADMINISTRATION	LIEN	

DESCRIPTION OF SERVICE

Processing application for a release of lien.

CURRENT FEE STRUCTURE

$51 per lien

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$51.00**	**TOTAL REVENUE:**	**$17,850**
UNIT COST:	**$36.94**	**TOTAL COST:**	**$12,929**
UNIT PROFIT (SUBSIDY):	**$14.06**	**TOTAL PROFIT (SUBSIDY):**	**$4,921**
TOTAL UNITS:	**350**	**PCT. COST RECOVERY:**	**138.06%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$50 per lien plus County fees

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
RELEASE OF LIEN	**S-164**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**350**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II	2 Hr/Week	0.30	$23.41	350	$8,194
RISK & HR	ADMIN SVCS MGR		0.10	$13.53	350	$4,736
		TYPE SUBTOTAL	**0.40**	**$36.94**		**$12,929**
		TOTALS	**0.40**	**$36.94**		**$12,929**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-UTILITY NSF CHECK/ACH PROCESS	**S-165**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	CHECK/ACH	

DESCRIPTION OF SERVICE

Processing non-utility checks or ACH deposits returned for non-sufficient funds.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$35.00**	**TOTAL COST:**	**$35**
UNIT PROFIT (SUBSIDY):	**$(35.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(35)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$35 per NSF check/ACH

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
NON-UTILITY NSF CHECK/ACH PROCESS	**S-165**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FIN & BUD	ACCOUNT TECH		0.50	$35.06	1	$35
		TYPE SUBTOTAL	**0.50**	**$35.06**		**$35**
		TOTALS	**0.50**	**$35.00**		**$35**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
UTILITY BILLING ACH RETURN PROCESS	**S-166**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	ACH RETURN	

DESCRIPTION OF SERVICE

Processing utility ACH deposits returned for non-sufficient funds.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$11.00**	**TOTAL COST:**	**$11**
UNIT PROFIT (SUBSIDY):	**$(11.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(11)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10 per ACH return

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
UTILITY BILLING ACH RETURN PROCESS	**S-166**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ADMIN	CUST SVCS COORD I/II	1 Hr Per 20	0.05	$3.93	1	$4
FIN & BUD	ACCOUNT TECH	2 Hrs Per 20	0.10	$7.01	1	$7
		TYPE SUBTOTAL	**0.15**	**$10.94**		**$11**
		TOTALS	**0.15**	**$11.00**		**$11**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CREDIT CARD PROCESSING	**S-167**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	N/A	

DESCRIPTION OF SERVICE

Recovery of Credit Card Merchant fees.

CURRENT FEE STRUCTURE

Fees calculated based on the amount charged and the actual merchant rates

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$39,316.00**	**TOTAL REVENUE:**	**$39,316**
UNIT COST:	**$161,000.00**	**TOTAL COST:**	**$161,000**
UNIT PROFIT (SUBSIDY):	**$(121,684.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(121,684)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**24.42%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

2% of the amount charged

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
CREDIT CARD PROCESSING	**S-167**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FIN & BUD		Credit Card Fees	0.00	$161,000.00	1	$161,000
		TYPE SUBTOTAL	**0.00**	**$161,000.00**		**$161,000**
		TOTALS	**0.00**	**$161,000.00**		**$161,000**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DOCUMENT REPRODUCTION	**S-168**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	COPY	

DESCRIPTION OF SERVICE

Reproduction of City records on request.

CURRENT FEE STRUCTURE

Black & White - $0.35 per copy
Color - $0.45 per copy
Larger than 11 x 17 - $10

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1.00**	**TOTAL REVENUE:**	**$1**
UNIT COST:	**$1.00**	**TOTAL COST:**	**$1**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**100.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Black & White - $0.35 per copy
Color - $0.45 per copy
Larger than 11 x 17 - Actual Costs

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
DOCUMENT REPRODUCTION	**S-168**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY CLERK	DEP CITY CLERK		0.01	$1.42	1	$1
		TYPE SUBTOTAL	**0.01**	**$1.42**		**$1**
		TOTALS	**0.01**	**$1.00**		**$1**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ELECTRONIC FILE REPRODUCTION	**S-169**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	DEVICE	

DESCRIPTION OF SERVICE

Reproduction of audio, video, electronic documents to DVD, CD, thumb drive, or any other device on request.

CURRENT FEE STRUCTURE

Reproduction - $7 per disc
Scan of documents to disc - $0.25 per page
Scan of documents larger than 11 x 17 to disc - $7 per page
Electronically transmitted documents - $0.20 per image
Photographs from Development Center - Actual Costs

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$7.00**	**TOTAL REVENUE:**	**$7**
UNIT COST:	**$4.00**	**TOTAL COST:**	**$4**
UNIT PROFIT (SUBSIDY):	**$3.00**	**TOTAL PROFIT (SUBSIDY):**	**$3**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**175.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$7 per device

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
ELECTRONIC FILE REPRODUCTION	**S-169**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY CLERK	DEP CITY CLERK		0.03	$4.27	1	$4
		TYPE SUBTOTAL	**0.03**	**$4.27**		**$4**
		TOTALS	**0.03**	**$4.00**		**$4**

CITY OF BEAUMONT
REVENUE AND COST SUMMARY WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PUBLIC NOTARY	**S-170**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	SIGNATURE	

DESCRIPTION OF SERVICE

Providing notary service to the general public.

CURRENT FEE STRUCTURE

$15 per signature (fee is set by the State)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$15.00**	**TOTAL REVENUE:**	**$15**
UNIT COST:	**$36.00**	**TOTAL COST:**	**$36**
UNIT PROFIT (SUBSIDY):	**$(21.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(21)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**41.67%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

$15 per signature (fee is set by the State)

September 5, 2022

CITY OF BEAUMONT
COST DETAIL WORKSHEET
FY 2021/22

SERVICE	REFERENCE NO.
PUBLIC NOTARY	**S-170**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY CLERK	DEP CITY CLERK		0.25	$35.62	1	$36
		TYPE SUBTOTAL	**0.25**	**$35.62**		**$36**
		TOTALS	**0.25**	**$36.00**		**$36**

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APPENDIX C – BUILDING & SAFETY FEE DETAIL

Service Name	Fee Description	Current Fee	Proposed Fee
MISCELLANEOUS FEES AND CHARGES			
Commercial/Industrial Permit Processing	Fixed	Included in Permit Fee	$84.00
Residential Permit Processing	Fixed	Included in Permit Fee	$63.00
Minimum Permit Fee - Residential		Included in main permit fee	$155.00
Minimum Permit Fee - Commercial		Included in the main permit fee	$307.00
Manufactured and Mobile Home Permits (ALL)	Fixed Fee Set by State	$1,500.00	Fixed Fee Set By State
Activity Reports	Fixed Fee	$0.00	$42.00
Addressing		$0.00	$122.00
Each Address		$0.00	$10.00
Appeal of Construction Board of Appeals or Accessibility Board of Appeals	Fixed Fee	$703.40	$2,585.00
Building Standards Fee	Fixed Fee Set by State	Fixed Fee Set by State	Fixed Fee Set by State
Certificate of Occupancy		$0.00	$340.00
Change of Address		$0.00	$42.00
Change of Contractor-Permit Updates		$61.97	$42.00
Duplicate Certificate of Occupancy		$0.00	$103.00
Duplicate Inspection Card		$0.00	$21.00
Permit/Plan Review Extension		$0.00	$103.00
Property Permit History Search: Office or Field	Per Hourly Rate	$166.30	Actual Costs
Services Not Listed		Actual Costs	Actual Costs
SMIP	Fixed Fee Set by State	Fixed Fee Set by State	Fixed Fee Set by State
Special Inspector Registration		None	63
Street Names		$0.00	$122.00
Each street		$0.00	$19.00
Technology Surcharge	Percentage Fee	3.29%	**3.29%**
MISCELLANEOUS INSPECTION FEES AND CHARGES			
Additional Inspection-Commercial		$216.00	$223.00
Additional Inspection-Residential		$216.00	$107.00
After Hours or Weekend Inspections (2 HR. Minimum)	OT Hourly Rate	$244.80	OT Hourly Rate
Re-inspection Fee	Fixed Fee	$143.57	$128.00
Building Investigation Fee: In Field	Fixed Fee	$216.91	Double Permit Fees
MISCELLANEOUS PLAN REVIEW FEES AND CHARGES			
Plan Check 3rd and Subsequent Review - Outside Consultant	City Cost + Admin 20%	Actual Cost	Actual Cost
Plan Check 3rd and Subsequent Review - In house	Hourly	$132.00	$147.00
Expedited Plan Review		Not offered	150% of Standard Plan Check Fee
Simultaneous Mechanical Plan Check Fee	When performed with Building Plan Review	Trade Permit Fixture Count Fees Below	10% of Building Plan Review Fee if not specified
Simultaneous Electrical Plan Check Fee	When performed with Building Plan Review	Trade Permit Fixture Count Fees Below	10% of Building Plan Review Fee if not specified
Simultaneous Plumbing Plan Check Fee	When performed with Building Plan Review	Trade Permit Fixture Count Fees Below	10% of Building Plan Review Fee if not specified
Building Plan Check Fee	Percentage Fee	65% of the Permit Fee	65% of the Permit Fee if not specified
Plan Check Revisions and/or Deferred submittals	Per Hourly Rate	238.60 (tracts)/lot	City Cost + Admin 20%
MISCELLANEOUS PERMIT FEES AND CHARGES			
Simultaneous Mechanical Permit Fee	When included with Building Permit Fee	Trade Permit Fixture Count Fees Below	10% of Building Plan Review Fee if not specified
Simultaneous Electrical Permit Fee	When included with Building Permit Fee	Trade Permit Fixture Count Fees Below	10% of Building Plan Review Fee if not specified

Service Name	Fee Description	Current Fee	Proposed Fee
Simultaneous Pluming Permit Fee	When included with Building Permit Fee	Trade Permit Fixture Count Fees Below	10% of Building Plan Review Fee if not specified
STANDARD PLAN REVIEW AND PERMIT FEES			
Accessibility Ramp		Valuation	$527.00
Accessory Structures-Residential			
Aluminum Patio Cover (Standard Approved Plan)	Fixed	Valuation	$208.00
Deck - Non-Standard - Plan Review		65% of Permit Fee	$126.00
Deck - Non-Standard - Permit	Fixed	Valuation	$312.00
Patio Cover - City Standard	Fixed	Valuation	$312.00
Patio Cover - Non-Standard - Plan Review		65% of Permit Fee	$126.00
Patio Cover - Non-Standard - Permit	Fixed	Valuation	$312.00
Block Wall			
Standard up to 6' Height <6' City Standard		Valuation	$178.00
Each Additional 100 LF over 50 LF		Valuation	$30.00
Non-Standard up to 6' Height <6' height - Plan Review		65% of Permit Fee	$189.00
Each Additional 100 LF over 50 LF - Plan Review		65% of Permit Fee	$3.00
Non-Standard up to 6' Height <6' height - Permit		Valuation	$268.00
Each Additional 100 LF over 50 LF - Permit		Valuation	$44.00
Non-Standard <50' and Greater than 6' height - Plan Review		65% of Permit Fee	$252.00
Each Additional 100 LF over 50 LF - Plan Review		65% of Permit Fee	$3.00
Non-Standard <50' and Greater than 6' height - Permit		Valuation	$447.00
Each Additional 100 LF over 50 LF - Permit		Valuation	$44.00
Retaining Wall			
Standard up to 6' Height <6' City Standard - Plan Review		65% of Permit Fee	$32.00
Each Additional 100 LF over 50 LF - Plan Review		65% of Permit Fee	$3.00
Standard up to 6' Height <6' City Standard - Permit		Valuation	$446.00
Each Additional 100 LF over 50 LF - Permit		Valuation	$44.00
Non-Standard up to 6' Height <6' - Plan Review		65% of Permit Fee	$252.00
Each Additional 100 LF over 50 LF - Plan Review		65% of Permit Fee	$3.00
Non-Standard up to 6' Height <6' - Permit		Valuation	$447.00
Each Additional 100 LF over 50 LF - Permit		Valuation	$44.00
Non-Standard <50' and greater than 6' height - Plan Review		65% of Permit Fee	$315.00
Each Additional 100 LF over 50 LF - Plan Review		65% of Permit Fee	$4.00
Non-Standard <50' and greater than 6' height - Permit		Valuation	$535.00
Each Additional 100 LF over 50 LF - Permit		Valuation	$44.00
Cellular Antenna/Pole			
New - Plan Review		65% of Permit Fee	$284.00
New - Permit		Valuation	$446.00
Modification - Plan Review		65% of Permit Fee	$63.00
Modification - Permit		Valuation	$372.00
Construction Trailer - Plan Review		65% of Permit Fee	$63.00
Construction Trailer - Permit		Valuation	$223.00
Demolition			
Patio Cover or Room	Fixed Fee	$51.65	$178.00
Swimming Pool or Building	Fixed Fee	$51.65	$268.00
New Door/Window/Skylight - Residential - Plan Review		65% of Permit Fee	$126.00
New Door/Window/Skylight - Residential - Permit		Valuation	$491.00
Drywall Repair - Up To 1,000 SF - Permit		Valuation	$312.00
Each Additional 1,000 SF - Permit		Valuation	$15.00
Flag Pole			
Up To 25' - Plan Review		65% of Permit Fee	$126.00
Up To 25' - Permit		Valuation	$357.00
Over 25' - Plan Review		65% of Permit Fee	$189.00
Over 25' - Permit		Valuation	$491.00
Food Truck or Carnival		Valuation	$223.00
Hood & Duct - Plan Review		65% of Permit Fee	$252.00
Hood & Duct - Permit		Valuation	$1,213.00
Model Home Complex with Sales Office Conversion - Plan Review		65% of Permit Fee	$221.00
Model Home Complex with Sales Office Conversion - Permit		Valuation	$1,026.00
Parking Lot Restriping - 1-2 Accessible Stalls - Plan Review		65% of Permit Fee	$63.00
Each Additional Stall over 2 - Plan Review		65% of Permit Fee	$11.00
Parking Lot Restriping - 1-2 Accessible Stalls - Permit		Valuation	$178.00
Each Additional Stall over 2 - Permit		Valuation	$13.00
Re-Roof			
Single Family Dwelling		Valuation	$208.00

Service Name	Fee Description	Current Fee	Proposed Fee	
Multi-Family/Commercial/Industrial - Up to 25,000 SQ or 250 Squares		Valuation	$268.00	
Each Additional 25,000 SF or 250 Squares		Valuation	$44.00	
Siding or Stucco Repair - Plan Review		65% of Permit Fee	$63.00	
Siding or Stucco Repair - Permit		Valuation	$447.00	
Signs				
Monument Sign - Plan Review		65% of Permit Fee	$158.00	
Monument Sign - Permit		Valuation	$446.00	
Site Signage - Plan Review		65% of Permit Fee	$252.00	
Site Signage - Permit		Valuation	$579.00	
Wall Sign - Plan Review		65% of Permit Fee	$126.00	
Wall Sign - Permit		Valuation	$178.00	
Spray Booth - Plan Review		65% of Permit Fee	$599.00	
Spray Booth - Permit		Valuation	$535.00	
Storage Rack - First 500 LF - Plan Review		65% of Permit Fee	$126.00	
Each Additional 500 LF - Plan Review		65% of Permit Fee	$11.00	
Storage Rack - First 500 LF - Permit		Valuation	$223.00	
Each Additional 500 LF - Permit		Valuation	$29.00	
Swimming Pool				
Residential - Plan Review		65% of Permit Fee	$95.00	
Residential - Permit		Valuation	$535.00	
Multi-Family/Commercial - Plan Review		65% of Permit Fee	$378.00	
Multi-Family/Commercial - Permit		Valuation	$1,606.00	
Temporary Uses (e.g. Christmas Tree Lot/Pumpkin Lot/Similar Events) - Plan Review		65% of Permit Fee	$126.00	
Temporary Uses (e.g. Christmas Tree Lot/Pumpkin Lot/Similar Events) - Permit		Valuation	$312.00	
Trash Enclosure - Plan Review		65% of Permit Fee	$189.00	
Trash Enclosure - Permit		Valuation	$579.00	
Wall Addition				
Interior Commercial - Plan Review		65% of Permit Fee	$315.00	
Interior Commercial - Permit		Valuation	$1,641.00	
Interior Residential - Plan Review		65% of Permit Fee	$252.00	
Interior Residential - Permit		Valuation	$892.00	
Window Changeout - Plan Review		65% of Permit Fee	$63.00	
Window Changeout - Permit		Valuation	$178.00	
NEW CONSTRUCTION PERMIT FEES CALCULATED BY VALUE*:				
VALUATION	***Base Fee***	***Rate Per Unit***		
$0 to $1999	$190.00		$321.00	
$2000-$20,000	$190.00	$21.08 per $1,000	$321.00	+ $93 per $1,000 over $2k
$20,001-$50,000	$580.00	$17.83 per $1,000	$1,995.00	+ $18 per $1,000 over $20k
$50,001-$75,000	$1,115.00	$11.68 per $1,000	$2,535.00	+ $26 per $1,000 over $50k
$75,001-$100,000	$1,407.00	$11.84 per $1,000	$3,185.00	+ $32 per $1,000 over $75k
100,001 to 500,000	$1,703.00	$9.08 per $1,000	$3,985.00	+ $5 per $1,000 over $100k
$500,001 to $1,000,000	$5,333.00	$6.97 per $1,000	$5,985.00	+ $5 per $1,000 over $500k
$1,000,001 and up	$8,018.00	$4.00 per $1,000	$8,485.00	+ $5 per $1,000 over $1M
NEW RESIDENTIAL HOMES, ADUs AND ROOM ADDITIONS PERMIT FEES				
SQUARE FEET			***Base Fee***	***Rate Per Sq. Ft.***
1-499		2367.41	$1,611.00	
500-999		2367.41	$1,669.00	+ $58 per 100 SF over 500 SF
1000-2499		2367.41	$1,959.00	+ $12 per 100 SF over 1k SF
2500 and over		2367.41	$2,139.00	+ $12 per 100 SF over 2.5K SF
ELECTRICAL PLAN REVIEW AND PERMITS				
Electrical Permit Processing Fee - Residential	Fixed Fee	$161.13	$63.00	
Minimum Electrical Permit Fee-Residential with fixture counts	Fixed Fee	$161.13	$156.00	
Electrical Permit Processing Fee - Commercial	Fixed Fee	$161.13	$84.00	
Minimum Electrical Permit Fee-Commercial with fixture counts	Fixed Fee	$161.13	$156.00	
Processing fee simultaneously with other MEP permit	Fixed Fee	$161.13	$21.00	
Electrical Only Plan Review Fee		valuation	65% of Electrical Permit Fee	
ELECTRICAL FIXED FEES				
Electrical Panel/Pedestal or Sub-Panel Max 200 amp	Fixed Fee	$211.00	$134.00	
Electrical Meter Reset Permit		no fee	$134.00	
EV Charger Plug-Residential Plan Review		$132.00	$63.00	
EV Charger Plug-Residential Permit		$182.00	$223.00	
EV Charging Station - Commercial Plan Review		60% of permit fee	$189.00	

Service Name	Fee Description	Current Fee	Proposed Fee
EV Charging Station each additional charger at same location		60% of permit fee	$10.00
EV Charging Station - Commercial Permit		valuation	$268.00
EV Charging Station each additional charger at same location		valuation	$14.00
Generator 10 KW or less Plan Review		$264.00	$63.00
Generator 10 KW or less Permit		$883.00	$178.00
Generator over 10 KW Plan Review		$264.00	$95.00
Generator over 10 KW Permit		$553.00	$223.00
Solar			
Residential Roof Mounted Solar Less Than 15 KW Plan Review		175	$136.00
Each additional 15 KW		0	$7.50
Residential Roof Mounted Solar Less Than 15 KW Permit		275	$240.00
Each additional 15 KW		300+15 per kw	$7.50
Commercial Roof Mounted Solar Less than 50 KW Plan Review		500	$222.00
Commercial Roof Mounted Solar 51-250 KW Plan Review each KW		500+$7/kw	$3.50
Commercial Roof Mounted Solar 251+ KW Plan Review each KW		1200	$2.50
Commercial Roof Mounted Solar Less than 50 KW Permit		500	$772.00
Commercial Roof Mounted Solar 51-250 KW Permit each KW		500+$7/kw	$3.50
Commercial Roof Mounted Solar 251+ KW Permit each KW		1200+$5/kw	$2.50
Tract & Solar App - Residential Roof Mounted Solar Less Than 15 KW		450	$240.00
Each additional 15 KW		300+15 perkw	$8.00
Residential Ground Mounted Solar Less Than 15 KW Plan Review		175	$204.00
Each additional 15 KW		0	$7.50
Residential Roof Mounted Solar Less Than 15 KW Permit		275	$385.00
Each additional 15 KW		300+15 per kw	$7.50
Commercial Ground Mounted Solar Less than 50 KW Plan Review		500	$407.00
Commercial Ground Mounted Solar 51-250 KW Plan Review each KW		500+$7/kw	$3.50
Commercial Ground Mounted Solar 251+ KW Plan Review each KW		1200	$2.50
Commercial Ground Mounted Solar Less than 50 KW Permit		500	$963.00
Commercial Ground Mounted Solar 51-250 KW Permit each KW		500+$7/kw	$3.50
Commercial Ground Mounted Solar 251+ KW Permit each KW		1200+$5/kw	$2.50
Battery Storage			
1st Battery Plan Review		$175.00	$95.00
Each Additional Battery		$0.00	$ 32.00
1st Battery Permit		$272.44	$357.00
Each Additional Battery		$0.00	$44.00
Battery Storage with Solar Installation Plan Review		None, only pay solar fee.	$126.00
Battery Storage with Solar Installation Permit		None, only pay solar fee.	$44.00
Temporary Electrical Prior to Final		$692.00	$223.00
Temporary Power Poles - Plan Review			$63.00
Temporary Power Poles - Permit		$522.00	$223.00
Each Span Pole		Included above	$14.00
ELECTRICAL FIXTURE COUNTS	To be used only when flat or valuation fee is not applicable.		
Receptacles, Switches, Fixtures and Outlets			
Each receptacle, switch, fixture, or outlet, lights		$3.10	$5.00
Residential Appliance-For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console or through-wall air conditions; space heater; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding 1 horsepower (HP)	Fixed Fee	$15.49	$7.00
Non-Residential Appliance-For nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA) in rating, including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment.	Fixed Fee	$15.49	$7.00
Power Apparatus			
Power Apparatus: Up To 1 HP, kW, Or kVA		$15.49	$7.00
Power Apparatus: 1- 10 HP, kW, Or kVA		$42.35	$24.00
Power Apparatus: 11 - 50 HP, kW, Or kVA		$56.81	$36.00
Power Apparatus: 50 - 100 HP, kW, Or kVA		$101.22	$71.00
Power Apparatus: > 100 HP, kW, Or kVA		$101.22	$107.00
Busway and Trolley			
Busway - Plug-In Type - Each 100 LF		$0.00	$7.00
Trolley - Each 100 LF		$0.00	$7.00

Service Name	Fee Description	Current Fee	Proposed Fee
Signs, Outline Lighting and Marquees			
For signs, outline lighting systems or marquees supplied from one branch circuit		Valuation	$36.00
For additional branch circuits within the same sign, outline lighting system or marquee		Valuation	$7.00
Services (Service Change)			
Service Entrance - 600V or <200A	Fixed Fee	$56.81	$36.00
Service Entrance - 600V or <1000A	Fixed Fee	$83.66	$71.00
Service Entrance - 600V or >1000A	Fixed Fee	$138.41	$107.00
Temporary Power Service			
Temporary Pedestal		$42.35	$36.00
Temporary Distribution System		$42.35	$12.00
Temporary Lighting		$42.35	$12.00
Carnival or Circus			
Generator		$0.00	$24.00
Generator and Electrically Driven Ride		$0.00	$24.00
Other Rides or Displays with Electrical Lighting		$0.00	$7.00
System of Area and Booth Lighting		$0.00	$7.00
Motors			
Motor 1HP or Less	Fixed Fee	$15.49	$16.00
Motor 1HP < 10 HP	Fixed Fee	$42.35	$43.00
Motor 10HP <50 HP	Fixed Fee	$56.81	$58.00
Motor 50 HP <100 HP	Fixed Fee	$101.22	$102.00
Motor 100 HP and Up	Fixed Fee	$101.22	$102.00
PLUMBING PLAN REVIEW AND PERMITS			
Plumbing Permit Processing Fee - Residential	Fixed Fee	$161.13	$63.00
Minimum Plumbing Permit Fee-Residential plus fixture counts	Fixed Fee	$161.13	$156.00
Plumbing Permit Processing Fee - Commercial	Fixed Fee	$161.13	$84.00
Minimum Plumbing Permit Fee-Commercial plus fixture counts	Fixed Fee	$161.13	$156.00
Processing fee simultaneously with other MEP permit	Fixed Fee	$161.13	$21.00
Plumbing Only Plan Review Fee		Valuation	65% of Plumbing Permit Fee
PLUMBING FIXED FEES			
Gas Line - Plan Review	Fixed Fee	$132.00	$63.00
Gas Line - Permit		$42.35	$208.00
Gas Re-Piping		Valuation	$208.00
Grease Interceptor - Plan Review	Fixed Fee	65% of Permit Fee	$105.00
Grease Interceptor - Permit	Fixed Fee	Valuation	$384.00
Septic System - New or Replacement - Plan Review		65% of Permit Fee	$126.00
Septic System - New or Replacement - Permit		Valuation	$491.00
Sewer Hook-up - Plan Review		65% of Permit Fee	$63.00
Sewer Hook-up - Permit		Valuation	$268.00
Sewer Repair		$197.00	$208.00
Temporary Gas Prior to Final		$216.00	$223.00
Tub to Walk-in Shower - Plan Review		Included below	$63.00
Tub to Walk-in Shower - Permit		$496.00	$357.00
Water Heater	Fixed Fee	$129.11	$89.00
Water Re-Piping		Valuation	$208.00
Water Heater - Tankless - Plan Review		65% of Permit Fee	$63.00
Water Heater - Tankless - Permit		Valuation	$178.00
PLUMBING FIXTURE COUNTS	To be used only when flat or valuation fee is not applicable.		
Cesspool			
For each private sewage disposal system, ex: septic tank		Valuation	$71.00
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps		$141.50	$36.00
Fixtures and Vents			
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof)		$18.57	$12.00
For repair or alteration of drainage or vent piping		$18.57	$5.00
Each Drain Piping, Drinking fountain, urinal, water piping, floor drain, washer (auto), laundry tray, kitchen		$18.59	$20.00
Gas Piping System			
1-4 outlets - Per Outlet		$42.35	$5.00
5 or More Outlets - Per Outlet		$42.35	$3.00
House Sewer	Fixed Fee	$42.35	$45.00
Lawn Sprinkler, Vacuum Breaker, Backflow Protection Devices			
Lawn Sprinkler System on any one meter, including backflow protect		Valuation	$17.00
Each Backflow Protection Device 2 inches or smaller		Valuation	$17.00
Each Backflow Protection Device over 2 inches		Valuation	$36.00

Service Name	Fee Description	Current Fee	Proposed Fee
Miscellaneous		$26.86	$17.00
Lateral Connection	Fixed Fee	$141.51	**$143.00**
Leach System	Fixed Fee	$59.91	**$65.00**
Sewers, Disposal Systems and Interceptors			
For each residential building sewer and each trailer park sewer		Valuation	$36.00
Rainwater systems - per drain (inside building)		Valuation	$12.00
Sewage Disposal	Fixed Fee	$101.22	$103.00
Water Piping and Water Heater			
For installation, alteration, or repair of water piping or water-treating equipment, or both		$18.59	$5.00
For each water heater including vent		$18.59	$17.00
MECHANICAL PLAN REVIEW AND PERMIT FEES			
Mechanical Permit Processing Fee - Residential	Fixed Fee	$161.13	$63.00
Minimum Mechanical Permit Fee-Residential plus fixture counts	Fixed Fee	$161.13	$156.00
Mechanical Permit Processing Fee - Commercial	Fixed Fee	$161.13	$84.00
Minimum Mechanical Permit Fee-Commercial plus fixture counts	Fixed Fee	$161.13	$156.00
Processing fee simultaneously with other MEP permit	Fixed Fee	$161.13	$21.00
Mechanical Only Plan Review Fee		Valuation	65% of Mechanical Permit Fee
MECHANICAL FIXED PERMIT FEES			
Furnace - Floor	Fixed Fee	$42.35	$89.00
Wall Heater	Fixed Fee	$42.35	$268.00
Fireplace	Fixed Fee	$28.92	$104.00
HVAC Change-Out - Commercial - First Unit		$154.94	$223.00
HVAC Change-Out - Commercial - Each Additional Unit		$0.00	$45.00
HVAC Change-Out - Residential		$154.94	$134.00
MECHANICAL FIXTURE COUNTS	To be used only when flat or valuation fee is not applicable.		
Air Handling Unit			
Up to 10,000 CFM	Fixed Fee	$28.92	$12.00
Over 10,000 CFM	Fixed Fee	$28.92	$24.00
Appliance Vent	Fixed Fee	$28.92	$7.00
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.			
Boiler, Compressor, Absorption System			
Up to 3 HP/100,000 btu/h		$0.00	$17.00
Over 3 HP/ 100,000 btu/h		$0.00	$29.00
Ductwork	Fixed Fee	$42.35	$43.00
Evaporative Cooler		$0.00	$12.00
Forced Heating System	Fixed Fee	$42.35	$43.00
Furnace			
Up to 100,000 btu/h		$42.35	$17.00
Over 100,000 btu/h		$42.35	$24.00
For the installation or relocation of each floor furnace, including vent.		$42.35	$17.00
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.		$42.35	$17.00
Misc. Equipment	Fixed Fee	$28.92	$12.00
Repairs or Additions			
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.		Valuation	$17.00
Ventilation and Exhaust			
For each ventilation fan connected to a single duct	Each	$15.49	$7.00
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	Each	$15.49	$12.00
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood.		$15.49	$12.00

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APPENDIX D – FIRE PREVENTION FEE DETAIL

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
2				ACTIVITY SERVICE COST ANALYSIS															
3		**CITY OF BEAUMONT** **FIRE** **Cost Estimation for Providing Fee Related Activities and Services** **Description**		**Estimated Average Processing & Plan Check Time Per Activity (hours)**		**Estimated Average Inspection Time Per Activity (hours)**		**Estimated Average Total Time Per Activity (hours)**		**Fully Burdened Hourly Rate**		**Cost of Service Per Activity**		**Full Cost Fire Plan Check Fee**		**Full Cost Fire Inspection Fee**		**Current Fee**	
4																			
5		*** Proposed Fee Structure**	[4]																
6		**NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS**																	
7		**Residential and Multifamily Residential Uses -** (All newly constructed or added space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)																	
8		Square Footage:																	
9		0 - 2,000 sq. ft.	[5]	1.00	+	1.00	=	2.00	x	$149.97	=	$299.95		**$149.97**		**$149.97**			
10		2,001 - 5,000 sq. ft.	[5]	1.25	+	1.25	=	2.50	x	$149.97	=	$374.94		**$188.00**		**$187.00**			
11		5,001 - 10,000 sq. ft.	[5]	1.50	+	1.50	=	3.00	x	$149.97	=	$449.92		**$224.96**		**$224.96**			
12		10,001 - 25,000 sq. ft.	[5]	2.00	+	2.00	=	4.00	x	$149.97	=	$599.90		**$299.95**		**$299.95**			
13		25,001 - 50,000 sq. ft.	[5]	2.50	+	2.50	=	5.00	x	$149.97	=	$749.87		**$374.94**		**$374.94**			
14		50,001 or > to be charged by a sq. ft. multiplier	[5]	3.00	+	3.00	=	6.00	x	$149.97	=	$899.84		**$449.92**		**$449.92**			
15		**Hazardous Use -** (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.																	
16		Square Footage:																	
17		0 - 2,000 sq. ft.	[5]	1.25	+	1.25	=	2.50	x	$149.97	=	$374.94		**$188.00**		**$187.47**			
18		2,001 - 5,000 sq. ft.	[5]	2.00	+	2.00	=	4.00	x	$149.97	=	$599.90		**$299.95**		**$299.95**			
19		5,001 - 10,000 sq. ft.	[5]	2.75	+	2.75	=	5.50	x	$149.97	=	$824.86		**$413.00**		**$412.43**			
20		10,001 - 25,000 sq. ft.	[5]	3.50	+	3.50	=	7.00	x	$149.97	=	$1,049.82		**$524.91**		**$524.91**			
21		25,001 - 50,000 sq. ft.	[5]	4.25	+	4.25	=	8.50	x	$149.97	=	$1,274.78		**$638.00**		**$637.39**			
22		50,001 or > to be charged by a sq. ft. multiplier	[5]	5.00	+	5.00	=	10.00	x	$149.97	=	$1,499.74		**$749.87**		**$749.87**			
23		**Shell Buildings for all Commercial Uses -** (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)																	
24		Square Footage:																	
25		0 - 2,000 sq. ft.	[5]	1.00	+	1.00	=	2.00	x	$149.97	=	$299.95		**$149.97**		**$149.97**			
26		2,001 - 5,000 sq. ft.	[5]	1.25	+	1.25	=	2.50	x	$149.97	=	$374.94		**$188.00**		**$187.47**			
27		5,001 - 10,000 sq. ft.	[5]	1.50	+	1.50	=	3.00	x	$149.97	=	$449.92		**$224.96**		**$224.96**			
28		10,001 - 25,000 sq. ft.	[5]	2.00	+	2.00	=	4.00	x	$149.97	=	$599.90		**$299.95**		**$299.95**			
29		25,001 - 50,000 sq. ft.	[5]	2.50	+	2.50	=	5.00	x	$149.97	=	$749.87		**$374.94**		**$374.94**			
30		50,001 or > to be charged by a sq. ft. multiplier	[5]	3.00	+	3.00	=	6.00	x	$149.97	=	$899.84		**$449.92**		**$449.92**			
31		**Tenant Improvement -** (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.)																	
32		Square Footage:	[5]																
33		0 - 2,000 sq. ft.	[5]	1.00	+	1.00	=	2.00	x	$149.97	=	$299.95		**$149.97**		**$149.97**			
34		2,001 - 5,000 sq. ft.	[5]	1.25	+	1.25	=	2.50	x	$149.97	=	$374.94		**$188.00**		**$187.47**			
35		5,001 - 10,000 sq. ft.	[5]	1.50	+	1.50	=	3.00	x	$149.97	=	$449.92		**$224.96**		**$224.96**			
36		10,001 - 25,000 sq. ft.	[5]	2.00	+	2.00	=	4.00	x	$149.97	=	$599.90		**$299.95**		**$299.95**			
37		25,001 - 50,000 sq. ft.	[5]	2.50	+	2.50	=	5.00	x	$149.97	=	$749.87		**$374.94**		**$374.94**			
38		50,001 or > to be charged by a sq. ft. multiplier	[5]	3.00	+	3.00	=	6.00	x	$149.97	=	$899.84		**$449.92**		**$449.92**			

CITY OF BEAUMONT
FIRE
Cost Estimation for Providing Fee Related Activities and Services

Description		Estimated Average Processing & Plan Check Time Per Activity (hours)		Estimated Average Inspection Time Per Activity (hours)		Estimated Average Total Time Per Activity (hours)		Fully Burdened Hourly Rate		Cost of Service Per Activity	Full Cost Fire Plan Check Fee	Full Cost Fire Inspection Fee	Current Fee
		ACTIVITY SERVICE COST ANALYSIS											
Tenant Improvement - Hazardous Use (Remodeled space for non-residential occupancies classified as CBC Group H.													
Square Footage:													
0 - 2,000 sq. ft.	[5]	1.00	+	1.00	=	2.00	x	$149.97	=	$299.95	**$149.97**	**$149.97**	
2,001 - 5,000 sq. ft.	[5]	1.50	+	1.50	=	3.00	x	$149.97	=	$449.92	**$224.96**	**$224.96**	
5,001 - 10,000 sq. ft.	[5]	2.25	+	2.25	=	4.50	x	$149.97	=	$674.88	**$338.00**	**$337.44**	
10,001 - 25,000 sq. ft.	[5]	3.00	+	3.00	=	6.00	x	$149.97	=	$899.84	**$449.92**	**$449.92**	
25,001 - 50,000 sq. ft.	[5]	3.75	+	3.75	=	7.50	x	$149.97	=	$1,124.81	**$563.00**	**$562.40**	
50,001 or > to be charged by a sq. ft. multiplier	[5]	4.50	+	4.50	=	9.00	x	$149.97	=	$1,349.77	**$674.88**	**$674.88**	
											$0.00	**$0.00**	
Fuel Modification Plan		2.00	+	1.00	=	3.00	x	$149.97	=	$449.92	**$299.95**	**$149.97**	
Alternate methods and materials (4 hrs. min.)		4.00	+	0.00	=	4.00	x	$149.97	=	$599.90	**$599.90**	**$0.00**	
3rd review and subsequent submittals (per hour)		1.00	+	0.00	=	1.00	x	$149.97	=	$149.97	**$149.97**	**$0.00**	
Work without Permit		1.00	+	1.00	=	2.00	x	$149.97	=	$299.95	**$149.97**	**$149.97**	
Misc./Over the Counter/ Revisions		1.00	+	0.00	=	1.00	x	$149.97	=	$149.97	**$149.97**	**$0.00**	
Construction Reinspection Fee		0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
TOTAL: NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS													
Fire Sprinklers													
New 13, 13R Fire Sprinkler System (base fee)	[5,9]	3.50	+		=	3.50	x	$149.97	=	$524.91	**$524.91**	**$0.00**	$518.52
New 13, 13R Fire Sprinkler System (per sprinkler head)	[5]		+	0.05	=	0.05	x	$149.97	=	$7.50	**$0.00**	**$7.50**	$326.40
New 13D Fire Sprinkler System (base fee)	[5,9]	1.50	+		=	1.50	x	$149.97	=	$224.96	**$224.96**	**$0.00**	
New 13D Fire Sprinkler System (per sprinkler head) (each separate	[5]		+	0.05	=	0.05	x	$149.97	=	$7.50	**$0.00**	**$7.50**	
TI 13, 13R Fire Sprinkler System (base fee)	[5,9]	2.50	+		=	2.50	x	$149.97	=	$374.94	**$374.94**	**$0.00**	
TI 13, 13R Fire Sprinkler System (per sprinkler head)	[5]		+	0.05	=	0.05	x	$149.97	=	$7.50	**$0.00**	**$7.50**	
TI 13D Fire Sprinkler System (base fee)	[5,9]	1.25	+		=	1.25	x	$149.97	=	$187.47	**$187.47**	**$0.00**	
TI 13D Fire Sprinkler System (per sprinkler head)	[5]		+	0.05	=	0.05	x	$149.97	=	$7.50	**$0.00**	**$7.50**	
											$0.00	**$0.00**	
Alarms											**$0.00**	**$0.00**	
New Fire Alarm System (base fee)	[5,9]	3.50	+		=	3.50	x	$149.97	=	$524.91	**$524.91**	**$0.00**	
New Fire Alarm System (per initiating or notification device)	[5]		+	0.05	=	0.05	x	$149.97	=	$7.50	**$0.00**	**$7.50**	
TI Fire Alarm System (base fee)	[5,9]	2.50	+		=	2.50	x	$149.97	=	$374.94	**$374.94**	**$0.00**	
TI Fire Alarm System (per initiating or notification device)	[5]		+	0.05	=	0.05	x	$149.97	=	$7.50	**$0.00**	**$7.50**	
Monitoring Only		1.00	+	1.00	=	2.00	x	$149.97	=	$299.95	**$149.97**	**$149.97**	
Water Systems											**$0.00**	**$0.00**	
Underground (per connection)	[5,6,8]	1.50	+	2.00	=	3.50	x	$149.97	=	$524.91	**$224.96**	**$299.95**	
Fire Pump	[5]	3.00	+	2.50	=	5.50	x	$149.97	=	$824.86	**$449.92**	**$374.94**	
Aboveground Temporary Tank		1.50		1.50	=	3.00	x	$149.97	=	$449.92	**$224.96**	**$224.96**	
Emergency Underground Repair		1.50		3.00	=	4.50	x	$149.97	=	$674.88	**$224.96**	**$449.92**	
Standpipes/Hose valves		1.50		2.00	=	3.50	x	$149.97	=	$524.91	**$224.96**	**$299.95**	

CITY OF BEAUMONT
FIRE
Cost Estimation for Providing Fee Related Activities and Services

Description		Estimated Average Processing & Plan Check Time Per Activity (hours)		Estimated Average Inspection Time Per Activity (hours)		Estimated Average Total Time Per Activity (hours)		Fully Burdened Hourly Rate		Cost of Service Per Activity	Full Cost Fire Plan Check Fee	Full Cost Fire Inspection Fee	Current Fee
		ACTIVITY SERVICE COST ANALYSIS											
Other Systems													
Special Extinguishing System (e.g. FM-200, Halon, Dry Chem, Spray mist, inert gases)	[5]	2.75	+	1.50	=	4.25	x	$149.97	=	$637.39	**$412.43**	**$224.96**	
Hood and Duct Extinguishing System	[5]	1.50	+	1.50	=	3.00	x	$149.97	=	$449.92	**$224.96**	**$224.96**	
Special Equipment (Oven, Dust, and Battery, etc.)	[5]	2.00	+	2.00	=	4.00	x	$149.97	=	$599.90	**$299.95**	**$299.95**	
Solar Photovoltaic Systems (Residential)	[5,12]	1.00	+	0.00	=	1.00	x	$149.97	=	$149.97	**$149.97**	**$0.00**	
Solar Photovoltaic Systems (Commercial)	[5,12]	2.00	+	1.00	=	3.00	x	$149.97	=	$449.92	**$299.95**	**$149.97**	
Refrigeration System < 500 lb.	[5]	3.00	+	1.50	=	4.50	x	$149.97	=	$674.88	**$449.92**	**$224.96**	
Refrigeration System ≥ 500 lb.	[5,10]	5.00	+	3.00	=	8.00	x	$149.97	=	$1,199.79	**$749.87**	**$449.92**	
Spray Booth	[5]	1.50	+	1.00	=	2.50	x	$149.97	=	$374.94	**$224.96**	**$149.97**	
Gas Systems (Med Gas, Industrial Gas, LPG)	[5]	3.00	+	2.00	=	5.00	x	$149.97	=	$749.87	**$449.92**	**$299.95**	
Emergency Responder Radio Coverage	[5]	4.00	+	4.00	=	8.00	x	$149.97	=	$1,199.79	**$599.90**	**$599.90**	
Generator/ Cell Site	[5]	1.00		1.50	=	2.50	x	$149.97	=	$374.94	**$149.97**	**$224.96**	
											$0.00	**$0.00**	
Haz-Mat													
Chem Class < 10 Chemicals	[5]	1.50	+	1.00	=	2.50	x	$149.97	=	$374.94	**$224.96**	**$149.97**	
Chem Class 10 - 25 Chemicals	[5]	2.50	+	1.50	=	4.00	x	$149.97	=	$599.90	**$374.94**	**$224.96**	
Chem Class 26 - 100 Chemicals	[5]	4.00	+	2.50	=	6.50	x	$149.97	=	$974.83	**$599.90**	**$374.94**	
Chem Class ≥100 Chemicals	[5]	5.50	+	3.50	=	9.00	x	$149.97	=	$1,349.77	**$824.86**	**$524.91**	
High Pile Storage													
High Pile Storage up to 12,000 sq. ft.	[5,9]	2.00	+	2.00	=	4.00	x	$149.97	=	$599.90	**$299.95**	**$299.95**	
High Pile Storage 12,001 - 50,000 sq. ft.	[5,9]	4.00	+	4.00	=	8.00	x	$149.97	=	$1,199.79	**$599.90**	**$599.90**	
High Pile Storage 50,001 - 100,000 sq. ft.	[5,9]	6.00	+	6.00	=	12.00	x	$149.97	=	$1,799.69	**$899.84**	**$899.84**	
High Pile Storage > 100,000 sq. ft.	[5,9]	8.00	+	8.00	=	16.00	x	$149.97	=	$2,399.58	**$1,199.79**	**$1,199.79**	
Access and Water Supply													
Access and Water Supply only	[5]	1.00	+	2.00	=	3.00	x	$149.97	=	$449.92	**$149.97**	**$299.95**	
Tanks													
Underground Storage Tanks (per tank)		2.25		0.75	=	3.00	x	$149.97	=	$449.92	**$338.00**	**$112.48**	
Aboveground Storage Tanks (per tank)		2.25		0.75	=	3.00	x	$149.97	=	$449.92	**$338.00**	**$112.48**	
Alterations to gas stations (no tank alterations)		1.50		1.00	=	2.50	x	$149.97	=	$374.94	**$224.96**	**$149.97**	
Smoke Control													
Smoke Control - Rationale Analysis and Plan Review		7.00	+	6.00	=	13.00	x	$149.97	=	$1,949.66	**$1,049.82**	**$899.84**	
											$0.00	**$0.00**	
ANNUAL FIRE CODE PERMITS (CFC OPERATIONAL PERMITS)													
Aerosol Products Level 2 & 3		0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Open Flame and/ or Candles in Assembly Occupancies		0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Carnivals and Fairs		0.00	+	3.00	=	3.00	x	$149.97	=	$449.92	**$0.00**	**$449.92**	
Cellulose Nitrate		0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Combustible Fibers		0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	

CITY OF BEAUMONT
FIRE
Cost Estimation for Providing Fee Related Activities and Services

Description	Estimated Average Processing & Plan Check Time Per Activity (hours)		Estimated Average Inspection Time Per Activity (hours)		Estimated Average Total Time Per Activity (hours)		Fully Burdened Hourly Rate		Cost of Service Per Activity	Full Cost Fire Plan Check Fee	Full Cost Fire Inspection Fee	Current Fee
							ACTIVITY SERVICE COST ANALYSIS					
Combustible Materials	0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Compressed Gases	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Cryogenic Fluids	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Dispensing of Flammable/Combustible liquids into a vehicle	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Dry Cleaning Plants												
1-2 units	0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
> 2 units	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
Combustible Dust Producing & Operations	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Covered and Uncovered Mall Buildings	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
Explosives	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Fire Standby (per hour)	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Storage of Fireworks	0.00	+	2.00	=	2.00	x	$149.97	=	$299.95	**$0.00**	**$299.95**	
Fireworks Display	0.00	+	6.00	=	6.00	x	$149.97	=	$899.84	**$0.00**	**$899.84**	
Flammable/Combustible Liquids Inside ≥60 Gal.	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Flammable/Combustible Liquids Inside <60 Gal.	0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Flammable/Combustible Liquid Outside/Aboveground tank (per tank)	0.00	+	0.75	=	0.75	x	$149.97	=	$112.48	**$0.00**	**$112.48**	
Flammable/Combustible Liquid Underground Tanks (per tank)	0.00	+	0.75	=	0.75	x	$149.97	=	$112.48	**$0.00**	**$112.48**	
Hazardous Materials	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
High-Piled Combustible Stock												
<12,000 sq. ft.	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
12,000 - 100,000 sq. ft.	0.00	+	2.50	=	2.50	x	$149.97	=	$374.94	**$0.00**	**$374.94**	
>100,000 sq. ft.	0.00	+	4.00	=	4.00	x	$149.97	=	$599.90	**$0.00**	**$599.90**	
Hydrant/Control Valve Flow Test	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
Industrial Ovens/Drying	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Liquefied Petroleum Gases	0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Liquid or Gas Filled Vehicles in Assemblies	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Miscellaneous Combustible Storage	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Motor Vehicle Repair	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Outside Storage of Tires	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Places of Assembly	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Pyrotechnical Special Effects	0.00	+	4.00	=	4.00	x	$149.97	=	$599.90	**$0.00**	**$599.90**	
Spray Booths/ DippingOperations	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Special Event w/ tents and/or canopies >400 sq. ft.	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
Special Event without tents and/or canopies	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Welding and Cutting	0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Special Amusement Buildings	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
Hazardous Production Materials	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Lumber yards and woodworking plants	0.00	+	2.00	=	2.00	x	$149.97	=	$299.95	**$0.00**	**$299.95**	
Magnesium	0.00	+	0.50	=	0.50	x	$149.97	=	$74.99	**$0.00**	**$74.99**	
Refrigeration Equipment												
<500 lbs.	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
≥500 lbs.	0.00	+	2.00	=	2.00	x	$149.97	=	$299.95	**$0.00**	**$299.95**	

CITY OF BEAUMONT
FIRE
Cost Estimation for Providing Fee Related Activities and Services

Description	Estimated Average Processing & Plan Check Time Per Activity (hours)		Estimated Average Inspection Time Per Activity (hours)		Estimated Average Total Time Per Activity (hours)		Fully Burdened Hourly Rate		Cost of Service Per Activity	Full Cost Fire Plan Check Fee	Full Cost Fire Inspection Fee	Current Fee
	ACTIVITY SERVICE COST ANALYSIS											
FIRE AND LIFE SAFETY INSPECTIONS												
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures <20,000 sq. ft.	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures ≥20,000 sq. ft.	0.00	+	3.00	=	3.00	x	$149.97	=	$449.92	**$0.00**	**$449.92**	
A-2 occupancies: Assembly uses intended for food and/or drink consumption with occupant load of 50-150	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
A-2 occupancies: Assembly uses intended for food and/or drink consumption with occupant load of more than 151	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies <20,000 sq. ft.	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies ≥20,000 sq. ft.	0.00	+	3.00	=	3.00	x	$149.97	=	$449.92	**$0.00**	**$449.92**	
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating <20,000 sq. ft.	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating ≥20,000 sq. ft.	0.00	+	3.00	=	3.00	x	$149.97	=	$449.92	**$0.00**	**$449.92**	
A-5 occupancies: Assembly uses intended for participation in or viewing outdoor activities	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
E Occupancy												
< 10,000 sq. ft.	0.00	+	1.50	=	1.50	x	$149.97	=	$224.96	**$0.00**	**$224.96**	
≥ 10,000 sq. ft.	0.00	+	4.00	=	4.00	x	$149.97	=	$599.90	**$0.00**	**$599.90**	
B,F,M or S Occupancies < 3,600 Square Feet	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
B,F,M or S Occupancies 3,601 - 50,000 Square Feet	0.00	+	2.00	=	2.00	x	$149.97	=	$299.95	**$0.00**	**$299.95**	
B,F,M or S Occupancies 50,001 - 350,000 sq. ft.	0.00	+	3.00	=	3.00	x	$149.97	=	$449.92	**$0.00**	**$449.92**	
B,F,M or S Occupancies > 350,000 sq. ft.	0.00	+	6.00	=	6.00	x	$149.97	=	$899.84	**$0.00**	**$899.84**	
H Occupancy	0.00	+	3.00	=	3.00	x	$149.97	=	$449.92	**$0.00**	**$449.92**	
High-Rise 75' or more	0.00	+	6.00	=	6.00	x	$149.97	=	$899.84	**$0.00**	**$899.84**	
R-1 Occupancy (i.e. hotels, motels)												
<25 units	0.00	+	3.00	=	3.00	x	$149.97	=	$449.92	**$0.00**	**$449.92**	
26-50 units	0.00	+	3.75	=	3.75	x	$149.97	=	$562.40	**$0.00**	**$562.40**	
51-75 units	0.00	+	4.50	=	4.50	x	$149.97	=	$674.88	**$0.00**	**$674.88**	
76-100 units	0.00	+	5.25	=	5.25	x	$149.97	=	$787.36	**$0.00**	**$787.36**	
>100 units	0.00	+	6.00	=	6.00	x	$149.97	=	$899.84	**$0.00**	**$899.84**	
R-2 Occupancy (i.e. Res Permanent 3+) per unit	0.00	+	0.25	=	0.25	x	$149.97	=	$37.49	**$0.00**	**$37.49**	
Care Facility Residential State Licensed - 6 or less Pre-inspection fee	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97	**$0.00**	**$149.97**	
Care Facility Commercial 0-50 State Licensed	0.00	+	2.00	=	2.00	x	$149.97	=	$299.95	**$0.00**	**$299.95**	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S						
2				ACTIVITY SERVICE COST ANALYSIS																					
3		**CITY OF BEAUMONT** **FIRE** **Cost Estimation for Providing Fee Related Activities and Services** **Description**		**Estimated Average Processing & Plan Check Time Per Activity (hours)**		**Estimated Average Inspection Time Per Activity (hours)**		**Estimated Average Total Time Per Activity (hours)**		**Fully Burdened Hourly Rate**		**Cost of Service Per Activity**		**Full Cost Fire Plan Check Fee**		**Full Cost Fire Inspection Fee**		**Current Fee**							
4																									
195		Care Facility Commercial 51-99 State Licensed		0.00	+	2.50	=	2.50	x	$149.97	=	$374.94		**$0.00**		**$374.94**									
196		Care Facility Commercial 100-150 State Licensed		0.00	+	3.00	=	3.00	x	$149.97	=	$449.92		**$0.00**		**$449.92**									
197		Care Facility Commercial ≥ 151 State Licensed		0.00	+	4.00	=	4.00	x	$149.97	=	$599.90		**$0.00**		**$599.90**									
198		Day Care Facilities Residential 8-14 fire clearance		0.00	+	1.00	=	1.00	x	$149.97	=	$149.97		**$0.00**		**$149.97**									
199		Day Care Facilities Commercial 0-50		0.00	+	1.00	=	1.00	x	$149.97	=	$149.97		**$0.00**		**$149.97**									
200		Day Care Facilities Commercial 51-100		0.00	+	1.50	=	1.50	x	$149.97	=	$224.96		**$0.00**		**$224.96**									
201		Day Care Facilities Commercial 101-150		0.00		2.00	=	2.00	x	$149.97	=	$299.95		**$0.00**		**$299.95**									
202		Day Care Facilities Commercial >150		0.00		2.50	=	2.50	x	$149.97	=	$374.94		**$0.00**		**$374.94**									
203		2nd Re-Inspection (after initial and first re-inspection)		0.00		1.00	=	1.00	x	$149.97	=	$149.97		**$0.00**		**$149.97**									
204		2nd Re-Inspection Penalty (Penalty of $150 + reinspection fee $150	[3]											**$0.00**		**$300.00**									
205		3rd + Re-inspection Penalty (Penalty of $250 + reinspection fee $15	[3]											**$0.00**		**$400.00**									
206	**Vegetation**																								
207		Hazard Reduction Inspection, per inspection	[2]	0.00	+	1.00	=	1.00	x	$149.97	=	$149.97		**$0.00**		**$149.97**									
208		Hazard Reduction Abatement Administrative Fee		0.00	+	2.00	=	2.00	x	$149.97	=	$299.95		**$0.00**		**$299.95**									
209		Hazard Reduction Abatement Cost Recovery		0.00	+	0.25	=	0.25	x	$149.97	=	$37.49		**$0.00**		**$37.49**									
210																									
211		**Hourly Rates**																							
212		Inspection/Reinspection		0.00	+	1.00	=	1.00	x	$149.97	=	$149.97		**$0.00**		**$149.97**									
213		Plan Review		1.00	+	0.00	=	1.00	x	$149.97	=	$149.97		**$149.97**		**$0.00**									
214		Engine Company (3 person crew)		3.00	+	1.00	=	4.00	x		=	$0.00		**$0.00**		**$0.00**									
215		Truck Company (4 person crew)		4.00	+	1.00	=	5.00	x		=	$0.00		**$0.00**		**$0.00**									
216		Consultant Fire Plan Review												**$0.00**		**actual consultant cost + 20% admin fee**									
217																									
218		For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this division. Additionally, the City will pass-through to the applicant any direct costs incurred from the use of external service providers if required to process the specific application plus Citywide Overhead % of the total cost for administrative staff time.																								
219																									
220		**SUPPORT TO PLANNING**																							
221		Annexation Process and Environmental Review, Deposit	[5]	1.00	+	0.00	=	1.00	x	$149.97	=	$149.97		**$149.97**		**$0.00**									
222		Conditional Use Permit	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92		**$449.92**		**$0.00**									
223		Conditional Use Permit: Admin & Existing Structure	[5]	2.00	+	0.00	=	2.00	x	$149.97	=	$299.95		**$299.95**		**$0.00**									
224		Conditional Use Permit: Amended CUP/Substantial Conformance	[5]	1.00	+	0.00	=	1.00	x	$149.97	=	$149.97		**$149.97**		**$0.00**									
225		Custom Home Review	[5]	2.00	+	0.00	=	2.00	x	$149.97	=	$299.95		**$299.95**		**$0.00**									
226		Development Agreement, Deposit	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92		**$449.92**		**$0.00**									
227		Development Agreement Amendment, Deposit	[5]	2.00	+	0.00	=	2.00	x	$149.97	=	$299.95		**$299.95**		**$0.00**									
228		**Environmental Review**	[5]																						
229		EIR Report Preparation, Deposit	[5]	0.00	+	0.00	=	0.00	x	$149.97	=	$0.00		**$0.00**		**$0.00**									

CITY OF BEAUMONT
FIRE
Cost Estimation for Providing Fee Related Activities and Services

Description		Estimated Average Processing & Plan Check Time Per Activity (hours)		Estimated Average Inspection Time Per Activity (hours)		Estimated Average Total Time Per Activity (hours)		Fully Burdened Hourly Rate		Cost of Service Per Activity	Full Cost Fire Plan Check Fee	Full Cost Fire Inspection Fee	Current Fee
		ACTIVITY SERVICE COST ANALYSIS											
Extension of Time	[5]	0.00	+	0.00	=	0.00	x	$149.97	=	$0.00	**$0.00**	**$0.00**	
General Plan Amendment, Deposit	[5]	1.00	+	0.00	=	1.00	x	$149.97	=	$149.97	**$149.97**	**$0.00**	
Home Occupation Permit	[5]	0.00	+	0.00	=	0.00	x	$149.97	=	$0.00	**$0.00**	**$0.00**	
Phasing Map	[5]	1.00	+	0.00	=	1.00	x	$149.97	=	$149.97	**$149.97**	**$0.00**	
Plot Plan	[5]												
With hearing	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Without hearing (notice)	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Without hearing (no notice)	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Amended plot plan/substantial conformance	[5]	1.00	+	0.00	=	1.00	x	$149.97	=	$149.97	**$149.97**	**$0.00**	
Administrative (Includes second units)	[5]	0.00	+	0.00	=	0.00	x	$149.97	=	$0.00	**$0.00**	**$0.00**	
Pre-application Review	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Specific Plan, Deposit	[5]	2.00	+	0.00	=	2.00	x	$149.97	=	$299.95	**$299.95**	**$0.00**	
Specific Plan Amendment, Deposit	[5]	2.00	+	0.00	=	2.00	x	$149.97	=	$299.95	**$299.95**	**$0.00**	
Subdivision Sales Office (Trailer) and Model Home Complexes-Tem	[5]	0.00	+	0.00	=	0.00	x	$149.97	=	$0.00	**$0.00**	**$0.00**	
Temporary Use Permits	[5]												
Minor	[5]	2.00	+	0.00	=	2.00	x	$149.97	=	$299.95	**$299.95**	**$0.00**	
Major	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Tentative Parcel Map	[5]												
Residential	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Commercial	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Tentative Tract or Condo Map	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	
Tentative Tract or Parcel Map Revised	[5]	3.00	+	0.00	=	3.00	x	$149.97	=	$449.92	**$449.92**	**$0.00**	

Notes

[1] Fees driven by State statue

[2] This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.

[3] Placeholder for Master Fee Schedule (MFS); not included in cost analysis

[4] All devlelopment related fees for plan review includes 2 Plan Checks

[5] Source document from client "Copy of MV Fee Model 7 14 15 Fire COS Input.xlsx"

[6] Current fee includes 4 connections; proposed fee is per connection

[7] Fire does not review

[8] Current fee is for up to 4 connections

[9] Current fee has a range; used lowest end of range

[10] Current fee is per system

[11] Annual revenues are projected using the plan check volume data

[12] CA Govt. Code SS 66015 limits Res. $500 maximum; Comm. $1,000 Maximum; Building Permit fees set at maximums

APPENDIX E – ANIMAL LICENSE FEE DETAIL

ANIMAL CARE		
Beaumont	**Current Fee**	**Proposed Fee**
1 Year License Altered	$25.00	$25.00
2 Year License Altered	$40.00	$40.00
3 Year License Altered	$55.00	$55.00
1 Year Unaltered	$100.00	$100.00
Late License Fee	$25.00	$25.00
Replacement Tag	$25.00	$25.00
~~**Banning**~~		
~~1 Year License Altered~~	~~$25.00~~	~~$25.00~~
~~2 Year License Altered~~	~~$40.00~~	~~$40.00~~
~~3 Year License Altered~~	~~$55.00~~	~~$55.00~~
~~1 Year Unaltered~~	~~$100.00~~	~~$100.00~~
~~Late License Fee~~	~~$25.00~~	~~$25.00~~
~~Replacement Tag~~	~~$25.00~~	~~$25.00~~
Calimesa		
1 Year License Altered	$25.00	$25.00
2 Year License Altered	$40.00	$40.00
3 Year License Altered	$55.00	$55.00
1 Year Unaltered	$100.00	$100.00
Late License Fee	$25.00	$25.00
Replacement Tag	$25.00	$25.00

Shelter Fees - Determined by Ramona Humane Society

APPENDIX F – LESIURE & CULTURAL SERVICES FEE DETAIL

CITY OF BEAUMONT
DETAIL OF RECREATION SERVICES
FISCAL YEAR 2022-23

SERVICE	DIRECT COSTS	CITY/DEPT ADMIN	FACILITY MAINT	TOTAL	REVENUES
Youth Sports	$35,569	$47,662		$83,231	
Recreation Classes	$49,958	$74,929		$124,887	
Senior Classes	$40,826	$62,310		$103,136	
Senior Programs	$85,767	$125,699		$211,466	
Facility Management	$46,397	$65,445		$111,842	
Facility Maintenance			$181,980	$181,980	
	$258,517	$376,045	$181,980	$816,542	$18,750
Recreation Program Cost Recovery	7.3%	3.0%	2.3%	2.3%	

RENTALS	DIRECT COSTS	CITY/DEPT ADMIN	FACILITY MAINT	TOTAL	REVENUES	COST RECOVERY
Facility Rentals	$89,489	$131,691		$221,180	$128,520	58.1%
Ballfield Rentals	$48,788	$71,299	$497,282	$617,369	$2,500	0.4%
	$138,277	$202,990	$497,282	$838,549	$131,020	15.6%

DIRECT COSTS ARE DIRECT PART TIME AND FULL TIME SALARIES, BENEFITS, AND OTHER OPERATING EXPENSES

Contact Information



Eric Johnson
President
Tel 714-992-9027
eric@revenuecost.com



Chu Thai
Vice President
Tel 714-992-9024
chu@revenuecost.com

Company Information

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Tel (714) 992-9020
www.revenuecost.com

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-01 and Resolution 2024-02, Calling a Special Election and Presenting Other Viable Options to Fill the District 4 Vacancy on the City Council**

RECOMMENDATION:

Discuss and decide how to fill the City Council District 4 Vacancy by either appointment or special election and, if by appointment, provide direction to staff concerning a process for filling the vacancy by appointment, or if by special election, adopt either Resolution 2024-01 (November 5, 2024 Election Date) or Resolution 2024-02 (May 7, 2024 All Mail-In Ballot Election Date).

BACKGROUND:

On December 12, 2023, City Council Member Reuben Gonzales submitted a signed, written resignation letter to the City Clerk's Office. Consistent with the provisions of Government Code Section 1770(c)(2), the December 12th letter stated that the effective date of Mr. Gonzales' resignation would be December 12, 2023, after the conclusion of Item 3.1 ("Presentation(s)") on the City Council regular meeting agenda. Under the Banning Municipal Code ("BMC"), the City is to follow the Government Code Section 36512(b), which provides that if a vacancy occurs in an elective office, the Council must, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy (BMC § 2.04.040). The vacancy for District 4 commenced on December 12, 2023, after Item 3.1 on the Regular City Council meeting agenda. As a result, by **February 10, 2024**, the Council must either (1) fill the vacancy by appointment or (2) call a special election to fill the vacancy.

JUSTIFICATION:

Fill Vacancy by Appointment

Councilmember Gonzales was elected in November 2022, began his term of office in December 2022, and, at the time of his resignation, was serving the first half of his four-year term. If the City Council wishes to fill the vacancy by appointment, that person would not complete the unexpired term of the vacant seat. Government Code Section 36512(b)(2)(A) states that if the vacancy occurs in the first half of the term and at least 130 days prior to the next general municipal election (i.e., November 5, 2024), "the person appointed to fill the vacancy shall hold office until the next general municipal election." Should the Council appoint someone to fill the vacancy, the person appointed will hold office until the person who is elected at the **November 5, 2024** election to fill the vacancy has been qualified (e.g., until November 2024). The person elected on November 5th to fill the vacancy will then hold office for Councilmember Gonzales' unexpired term (i.e., through December 2026).

Based on the discussion during tonight's meeting, if a majority of the Council wishes to fill the vacancy by appointment, then staff will need to schedule one or more special meetings prior to February 10th during which the Council can consider candidates for appointment and make a selection. Per Banning Municipal

Code Section 2.04.035(B)(2), any candidate for appointment to District 4 must reside in, and be registered to vote in, District 4. State law doesn't specify a particular process for the selection of a replacement council member. The Council could use the method previously used and solicit resumes and statements of interest from residents who wish to be considered and followed by candidate interviews in an open and public meeting. Alternatively, the Council could seek out potential replacements without the formality of an application process or it could create and direct an ad hoc committee to do so and then make a recommendation to the full Council. Whatever process the City Council chooses to follow, all Council discussions and deliberations regarding the appointment must be held in open session and at duly noticed public meetings held in compliance with the Brown Act.

Fill Vacancy by Special Election

If based on the discussion during tonight's meeting, a majority of the Council wishes to call a special election, that election must take place at the next "regularly established election date" that is not less than 114 days from the call of the special election. As of this meeting date, the Council has the option of consolidating a special election with the November 5, 2024 general municipal election or calling a special mail-in ballot election on May 7, 2024. The options are discussed further below. However, for the reasons discussed below, the option to call a special mail-in ballot election on May 7, 2024, will no longer be available to the City Council after January 14th should the Council decide to delay its decision this evening to a later date.

Special Election - Consolidated

Although there is an upcoming "regularly established election date" scheduled for March 5, 2024 (the Presidential Primary Election) under Elections Code Section 1000(a), that election date does not satisfy the minimum 114 day requirement and, if counting from today's date, would occur 56 days from the date of this meeting. Therefore, calling a special election for March 5, 2024 is not a feasible option for the Council.

Per Elections Code Section 1000(e), the next established election date that is not less than 114 days from today's meeting date (should the Council call the special election this evening) is the Consolidated General Election on **November 5, 2024**. There are 301 days in between today's date and November 5, 2024. Additionally, even if the City Council were to delay their decision this evening on how to fill the vacancy until a date no later than February 10, 2024, the next established election date would still be the November 5, 2024 Consolidated General Election because there are 269 days in between February 10th and November 5th.

Should the Council wish to call a special election on November 5, 2024, the District 4 seat will remain vacant until that election date. Per Government Code Section 36512(b)(1), the person elected at the **November 5, 2024** election to fill the vacancy will hold office for the remainder of Councilmember Gonzales' unexpired term until the November 2026 Consolidated General Election (i.e., through December 2026).

Special Election - Stand-Alone (All Mail-In Ballot)

Alternatively, the Elections Code also provides for "established mailed ballot election dates" and the City qualifies to hold an all mail-in ballot election to fill this vacancy under Elections Code Section 4004(c)(2). In lieu of calling a special election on the November 5, 2024 Consolidated General Election date, the Council could choose to call a special election via all mail-in ballots. Under Elections Code 1500, the next special mail-in ballot election date that would meet the 114-day requirement is **May 7, 2024** (there are 119 days in between January 9th is May 7th). But if the Council delays their decision this evening on how to fill the vacancy until any date after January 14th but before February 10th, the Council will not make the 114-day deadline to call a special mail-in ballot election on May 7th.

Should the Council decide to hold a special election via all mail-in ballots on May 7, 2024, the District 4 seat will remain vacant until that election date. Per Government Code Section 36512(b)(1), the person elected to fill the vacancy will hold office for the remainder of Councilmember Gonzales' unexpired term

until the November 2026 Consolidated General Election (i.e., through December 2026).

FISCAL IMPACT:

The current registered voter total for the City of Banning's District 4 is currently at 4,260 (as of December 14, 2023).

Appointment

If the City Council wished to fill the vacancy by appointment until the next regular election, the additional cost to the City would be the cost of a consolidated election (e.g. held on a date with other elections). The base cost for a consolidated election is **$1 per registered voter**, a consolidated special vacancy election would be approximately $5,000.

Special Election

Should the City Council wish to fill the position via a special election, the additional cost to the City would be the cost of a stand-alone election (e.g. not held in conjunction with any other election). The base cost for a standalone (non-consolidated) election is **$3.50 per registered voter**, a special vacancy election would be approximately $16,000.

ALTERNATIVES:

1. Determine to fill the vacancy by appointment before February 10, 2024, and provide direction to staff concerning a process for filling the vacancy by appointment.
2. Determine to fill the vacancy by calling a special election before February 10, 2024, to be held and consolidated with the Consolidated General Election on November 5, 2024, and adopt Resolution 2024-01.
3. Determine to fill the vacancy by calling a special all mail-in ballot election before January 14, 2024, to be held on May 7, 2024, and adopt Resolution 2024-02.
4. Do not decide how to fill the City Council District 4 vacancy at this time, provide alternative direction to staff regarding the filling of the vacancy, and determine a date to call a special City Council meeting on or prior to February 10, 2024, in order for the City Council to determine how to fill the vacancy in compliance with Government Code Section 36512.

ATTACHMENTS:

1. Resolution_2024-01__Special_Election.pdf
2. Resolution_2024-02__Special_Election_-_2.pdf
3. Att 1. GOV_1770..pdf
4. Att 2. Banning, CA Code of Ordinances Section 2.04.040.pdf
5. Att 3. GOV_36512..pdf
6. Att 4. ELEC_1000..pdf
7. Att 5. ELEC_1500..pdf
8. Att 6. ELEC_4004..pdf

RESOLUTION 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, TO FILL A VACANCY ON THE CITY COUNCIL, DISTRICT 4, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND THE BANNING MUNICIPAL CODE, AND CONSOLIDATING THE ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY

WHEREAS, Council Member Reuben Gonzales was elected to a four-year term to represent City Council District 4 on November 8, 2022; and

WHEREAS, a vacancy in the office of City Council, District 4, was created by the resignation of Reuben Gonzales on December 12, 2023; and

WHEREAS, the term of office in which the vacancy occurs ends in December 2026; and

WHEREAS, the vacancy shall be filled under the provisions of the laws relating to general law cities in the State of California and Chapter 2.04.040 of the Banning Municipal Code; and

WHEREAS, on January 9, 2024, pursuant to Government Code Section 36512, the City Council provided direction to fill the vacancy in City Council District 4 by calling a special election to fill the remaining term of office; and

WHEREAS, the special election to fill the vacancy must take place at the next regularly established election date that is not less than 114 days from the call of the special election; and

WHEREAS, pursuant to Elections Code Section 1000, the next established election date that is not less than 114 days from the call of the special election made pursuant to this Resolution is November 5, 2024; and

WHEREAS, it is desirable that the special election be consolidated with the statewide general election to be held on November 5, 2024, and that within the City of Banning, the precincts, polling places, and election officers of the two elections be the same, and that the Riverside County Registrar of Voters canvass the returns of the special election and that the election be held in all respects as if there were only one election.

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

SECTION 1. After due consideration, and pursuant to applicable law, the City Council hereby determines that the vacancy in City Council District 4 shall be filled by the election of a replacement at a Special Municipal Election. The boundaries of City Council District 4 are more particularly depicted and described in Exhibit A to this Resolution.

SECTION 2. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is hereby called and ordered to be held in the City of Banning, County of Riverside, State of California, on Tuesday, November 5, 2024, a Special Municipal Election for the purpose of electing one Member of the City Council representing District 4 for the unexpired term of Reuben Gonzales, which expires in December 2026.

SECTION 3. That the Special Municipal Election hereby called for the date hereinbefore specified shall be and is hereby ordered consolidated with the General Municipal Election to be held on November 5, 2024. The ballots to be used at the election shall be in form and content as required by law. The proceedings, polling places, precincts, precinct board members and officers for the Special Municipal Election shall be the same as those provided for said election. The Board of Supervisors of Riverside County is hereby requested to order the consolidation of the Special Municipal Election hereby called with said General Municipal Election, and the Riverside County Registrar of Voters is hereby authorized to canvass the returns of said Special Municipal Election. Said Registrar of Voters shall supervise the canvass of said returns for said General Municipal Election and Special Municipal Election and transmit said returns to the City Council of said City which shall thereafter declare the results thereof.

SECTION 4. Candidates seeking election to fill the vacancy at the Special Municipal Election shall be nominated separately from candidates seeking election to full terms on the City Council, and the Special Municipal Election shall appear separately on the ballot.

SECTION 5. The City of Banning shall reimburse the County of Riverside for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 6. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That the notice of the time and place of holding the election is given and the Administrative City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this Resolution.

SECTION 9. 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.

SECTION 10. The City Clerk is directed to forward, without delay, to the Riverside County Registrar of Voters, a certified copy of this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-001, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

MAP OF COUNCIL DISTRICTS BOUNDARIES
As Updated by Ordinance 1581 in March 2022

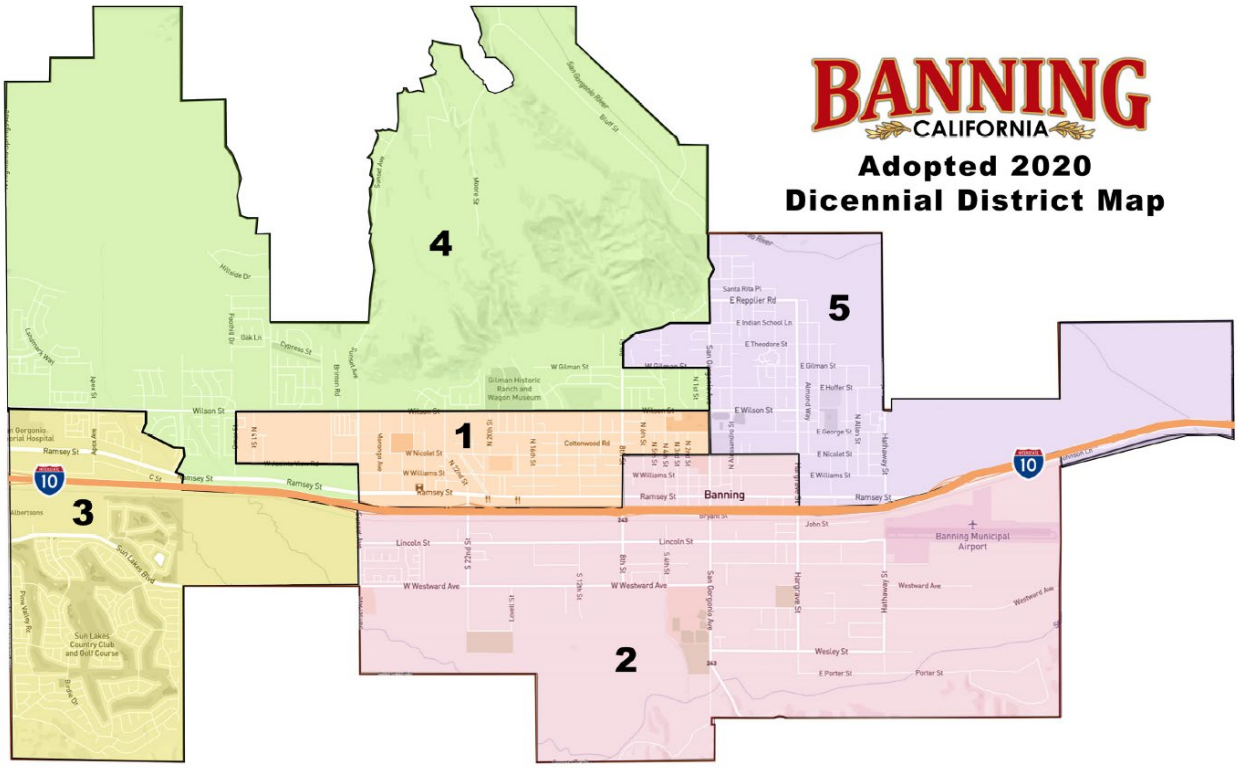


EXHIBIT A

DETAILED 2020 ADOPTED DISTRICT BOUNDARIES

District 1: Beginning at the intersection of Sunset Avenue and I-10, proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar until Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding southerly along San Gorgonio Avenue until Nicolet Street; thence proceeding westerly along Nicolet Street until Eighth Street; thence proceeding southerly along Eighth Street until I-10, thence westerly along I-10 to Sunset Avenue which is the point of origin.

District 2: Beginning at the intersection of Westward Avenue and Sunset Avenue; proceeding northerly along Sunset Avenue until I-10; thence proceeding easterly along I- 10 until 8th Street; thence proceeding northerly along 8th Street until Nicolet Street; thence proceeding easterly along Nicolet Street until Hargrave Street; thence proceeding southerly along Hargrave Street until I-10; thence proceeding easterly along I-10 until the border of the Morongo Tribal Reservation; thence proceeding southerly along the border of the Morongo Tribal Reservation until the City border; thence proceeding clockwise along the City border until the point of origin.

District 3: Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding southerly along Sunset Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

District 4: Beginning at the intersection of Wilson Street and Highland Springs Avenue: thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar to Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Road; thence proceeding westerly along Gilman Road until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding counter-clockwise along the City border until point of origin.

District 5: Beginning at the intersection of the Morongo Tribal Reservation and the southern border of the City, proceeding northerly along the border of the Morongo Tribal Reservation until I-10; thence proceeding westerly along I-10 until Hargrave Street; thence proceeding northerly along Hargrave Street until Nicolet Street; thence proceeding westerly along Nicolet Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Street; thence proceeding westerly along Wilson Street until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

RESOLUTION 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF AN ALL-MAIL BALLOT SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MAY 7, 2024, TO FILL A VACANCY ON THE CITY COUNCIL, DISTRICT 4, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND THE BANNING MUNICIPAL CODE

WHEREAS, Councilmember Reuben Gonzales was elected to a four-year term to represent City Council District 4 on November 8, 2022; and

WHEREAS, a vacancy in the office of City Council, District 4, was created by the resignation of Reuben Gonzales on December 12, 2023; and

WHEREAS, the term of office in which the vacancy occurs ends in December 2026; and

WHEREAS, the vacancy shall be filled under the provisions of the laws relating to general law cities in the State of California and Chapter 2.04.040 of the Banning Municipal Code; and

WHEREAS, on January 9, 2024, pursuant to Government Code Section 36512, the City Council provided direction to fill the vacancy in City Council District 4 by calling a special election to fill the remaining term of office; and

WHEREAS, under Elections Code 4004, the City of Banning meets the definition and threshold of a small city and is able to call an all-mail ballot election to fill a vacancy on City Council provided it passes a resolution authorizing mailed ballots for the election, the election is not held on the same date as any statewide primary or general election, the election is not consolidated with any other election, and the return of mailed ballots is conducted pursuant to Elections Code Section 3017; and

WHEREAS, the special election to fill the vacancy must take place at the next regularly established election date that is not less than 114 days from the call of the special election; and

WHEREAS, pursuant to Elections Code Sections 1500, the next established mail-in ballot election date that is not less than 114 days from the call of the special election made pursuant to this Resolution is May 7, 2024.

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

SECTION 1. After due consideration, and pursuant to applicable law, the City Council hereby determines that the vacancy in City Council District 4 shall be filled by the election of a replacement at an all-mail ballot Special Municipal Election. The boundaries of City Council District 4 are more particularly depicted and described in Exhibit A to this Resolution.

SECTION 2. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is hereby called and ordered to be held in the City of Banning, County of Riverside, State of California, on Tuesday, May 7, 2024, a Special Municipal Election conducted by mail-in ballot for the purpose of electing one Member of the City Council representing District 4 for the unexpired term of Reuben Gonzales, which expires in December 2026.

SECTION 3. The vote-by-mail ballots to be used for the election shall be in form and content as required by law. The Riverside County Registrar of Voters is hereby authorized to process and canvass the vote-by-mail ballots of said Special Municipal Election. Said Registrar of Voters shall supervise the processing and canvassing of said returns for said all-mail ballot Special Municipal Election and transmit said returns to the City Council of said City which shall thereafter declare the results thereof.

SECTION 4. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That the notice of the time and place of holding the election is given and the Administrative City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 6. That the City Clerk is authorized, instructed, and directed to coordinate with the Riverside County Registrar of Voters to procure and furnish any and all official ballots, notices, printed material, and all supplies, equipment, and paraphernalia that may be necessary to properly and lawfully conduct the election.

SECTION 7. The City of Banning shall reimburse the County of Riverside for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 8. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this Resolution.

SECTION 9. 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.

SECTION 10. The City Clerk is directed to forward, without delay, to the Riverside County Registrar of Voters, a certified copy of this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, 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 2024-002, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

MAP OF COUNCIL DISTRICTS BOUNDARIES
As Updated by Ordinance 1581 in March 2022

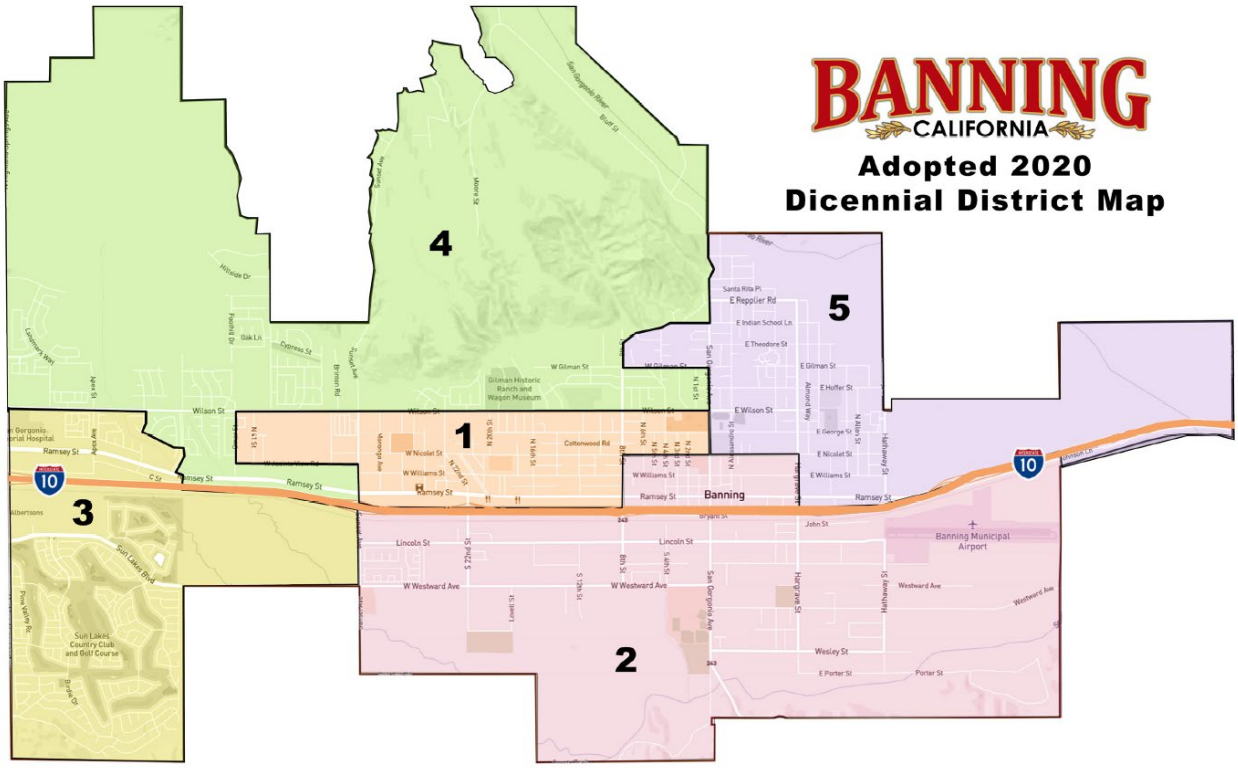


EXHIBIT A

DETAILED 2020 ADOPTED DISTRICT BOUNDARIES

District 1: Beginning at the intersection of Sunset Avenue and I-10, proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar until Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding southerly along San Gorgonio Avenue until Nicolet Street; thence proceeding westerly along Nicolet Street until Eighth Street; thence proceeding southerly along Eighth Street until I-10, thence westerly along I-10 to Sunset Avenue which is the point of origin.

District 2: Beginning at the intersection of Westward Avenue and Sunset Avenue; proceeding northerly along Sunset Avenue until I-10; thence proceeding easterly along I- 10 until 8th Street; thence proceeding northerly along 8th Street until Nicolet Street; thence proceeding easterly along Nicolet Street until Hargrave Street; thence proceeding southerly along Hargrave Street until I-10; thence proceeding easterly along I-10 until the border of the Morongo Tribal Reservation; thence proceeding southerly along the border of the Morongo Tribal Reservation until the City border; thence proceeding clockwise along the City border until the point of origin.

District 3: Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding southerly along Sunset Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

District 4: Beginning at the intersection of Wilson Street and Highland Springs Avenue: thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar to Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Road; thence proceeding westerly along Gilman Road until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding counter-clockwise along the City border until point of origin.

District 5: Beginning at the intersection of the Morongo Tribal Reservation and the southern border of the City, proceeding northerly along the border of the Morongo Tribal Reservation until I-10; thence proceeding westerly along I-10 until Hargrave Street; thence proceeding northerly along Hargrave Street until Nicolet Street; thence proceeding westerly along Nicolet Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Street; thence proceeding westerly along Wilson Street until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 1770

1770. An office becomes vacant on the happening of any of the following events before the expiration of the term:

(a) The death of the incumbent.

(b) An adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his or her office for the remainder of his or her term. This subdivision shall not apply to offices created by the California Constitution nor to federal or state legislators.

(c) (1) His or her resignation, except as provided in paragraph (2).

(2) In the case of the office of city council member, upon the delivery of a letter of resignation by the resigning council member to the city clerk. The letter of resignation may specify a date on which the resignation will become effective.

(d) His or her removal from office.

(e) His or her ceasing to be an inhabitant of the state, or if the office be local and one for which local residence is required by law, of the district, county, or city for which the officer was chosen or appointed, or within which the duties of his or her office are required to be discharged.

(f) His or her absence from the state without the permission required by law beyond the period allowed by law.

(g) His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law.

(h) His or her conviction of a felony or of any offense involving a violation of his or her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered. For purposes of this subdivision, "trial court judgment" means a judgment by the trial court either sentencing the officer or otherwise upholding and implementing the plea, verdict, or finding.

(i) His or her refusal or neglect to file his or her required oath or bond within the time prescribed.

(j) The decision of a competent tribunal declaring void his or her election or appointment.

(k) The making of an order vacating his or her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond.

(*l*) His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that

event the office shall not be deemed vacant until the order of commitment has become final.

(m) (1) The incumbent is listed in the Excluded Parties List System and all of the following subparagraphs apply:

(A) The office is one that the incumbent holds ex officio, by virtue of holding another office, or as an appointee.

(B) The appointed or ex officio office is on the governing board of a local agency that is, or may reasonably be expected to be, a participant or principal in a covered transaction, pursuant to federal law.

(C) A federal agency head or designee has not granted the incumbent an exception, in writing, permitting the incumbent to participate in a particular covered transaction in which the local agency is, or may reasonably be expected to be, a participant or principal.

(2) For purposes of this subdivision, the following terms have the following meanings:

(A) "Excluded Parties List System" means the list maintained and disseminated by the federal General Services Administration containing names of, and other information about, persons who are debarred, suspended, disqualified, or otherwise excluded from participating in a covered transaction, pursuant to federal law.

(B) "Local agency" includes, but is not limited to, a county, whether general law or chartered, city, whether general law or chartered, city and county, school district, municipal corporation, district, political subdivision, or any board, commission, or agency of one of these entities.

(C) "Federal law" includes, but is not limited to, federal regulations adopted pursuant to Section 2455 of Public Law 103-355 (108 Stat. 3327), Executive Order No. 11738, Executive Order No. 12549, and Executive Order No. 12689.

(3) This subdivision shall not apply to an elective office.

(Amended by Stats. 2014, Ch. 725, Sec. 1. (AB 1795) Effective January 1, 2015.)

2.04.050 - City council—Regular review of public utilities department operations.

A. The city council shall meet as required but not less than once each quarter, to review the operations of the public utilities. Said operations and related subjects shall be the only topics upon which a decision may be made at any meeting held pursuant to this section, except as set forth in subsection C. Meetings shall be regularly held on a date and at a time and location to be established by resolution of the city council.

B. A meeting, other than a regularly scheduled meeting, may be scheduled by the city manager, or upon the request of the mayor or two members of the city council.

C. At least once monthly, at a regular meeting of the city council, the city manager shall present on the consent agenda for review, the record of the prior month's operations of the public utilities department.

(Code 1965, § 2-2.4.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 36512

36512. (a) If a vacancy occurs in an appointive office provided for in this chapter, the council shall fill the vacancy by appointment. A person appointed to fill a vacancy holds office for the unexpired term of the former incumbent.

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.

(e) (1) If the city council of a city that elects city council members by or from districts elects to fill a vacancy on the city council by appointment as a result of a city council member resigning from office, the resigning city council member may cast a vote on the appointment if the resignation will go into effect upon the appointment of a successor. A city council member shall not cast a vote for a family member or any other person with whom the city council member has a relationship that may create a potential conflict of interest.

(2) If a city council member elects to cast a vote under this subdivision, the city council member shall be prohibited from the following actions for a period of two years after the appointment of a successor:

(A) Advocating on any measure or issue coming before the city council in which the city council member may have a personal benefit.

(B) Entering into a contract of any kind with the city or a city vendor.

(C) Accepting a position of employment with the city or a city vendor.

(D) Applying for a permit that is subject to the approval of the city council.

(3) This subdivision shall not apply to any city council member who is resigning from the city council due to charges of, or conviction for, corruption or criminal behavior, or who is subject to a recall election.

(Amended by Stats. 2015, Ch. 185, Sec. 1. (AB 952) Effective January 1, 2016.)

STATE OF CALIFORNIA
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State of California

ELECTIONS CODE

Section 1000

1000. The established election dates are as follows:

(a) The first Tuesday after the first Monday in March of each even-numbered year that is evenly divisible by four.

(b) The first Tuesday after the first Monday in March of each odd-numbered year.

(c) The second Tuesday of April in each even-numbered year.

(d) The first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four.

(e) The first Tuesday after the first Monday in November of each year.

(Amended by Stats. 2020, Ch. 111, Sec. 4. (SB 970) Effective January 1, 2021.)

STATE OF CALIFORNIA
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State of California

ELECTIONS CODE

Section 1500

1500. The established mailed ballot election dates are as follows:

(a) The first Tuesday after the first Monday in May of each year.

(b) The last Tuesday in August of each year.

(Amended by Stats. 2018, Ch. 58, Sec. 1. (AB 3259) Effective January 1, 2019.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
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State of California

ELECTIONS CODE

Section 4004

4004. (a) "Small city" means a city with a population of 100,000 or less, as determined by the annual city total population rankings by the Demographic Research Unit of the Department of Finance.

(b) "Eligible entity" means a school district or a special district.

(c) Notwithstanding Sections 1500 and 4000, an election in a small city or an eligible entity may be conducted wholly as an all-mail ballot election, subject to the following conditions:

(1) The legislative body of the small city or the governing body of the eligible entity, by resolution, authorizes the use of mailed ballots for the election.

(2) The election is a special election to fill a vacancy in the legislative body or governing body.

(3) The election is not held on the same date as a statewide primary or general election.

(4) The election is not consolidated with any other election.

(5) The return of voted mail ballots is subject to Section 3017.

(Amended by Stats. 2005, Ch. 86, Sec. 2. Effective July 19, 2005.)

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Doug Schulze, City Manager**

MEETING DATE: **January 9, 2024**

SUBJECT: **Consideration and Introduction of Ordinance 1597, An Ordinance of the City of Banning, California, Establishing Regulations Governing the Possession of Catalytic Converters, and Amending Title 9 of the Banning Municipal Code.**

RECOMMENDATION:

A motion waiving full reading and introducing, as read by title only, Ordinance 1597, establishing regulations governing the possession of catalytic converters, and amending Title 9 of the Banning Municipal Code.

BACKGROUND:

Theft of catalytic converters has been an increasing problem in Riverside County as well as in Banning in recent years. The external location of catalytic converters and the use of valuable precious metals, including rhodium, palladium and platinum, in catalytic converters makes these devices a target for thieves. Individuals in possession of stolen catalytic converters often recycle them for substantial profit, while victims of these thefts suffer the consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in the community.

The purpose and intent of this ordinance is to curb the theft of catalytic converters in Banning and to provide the City with reasonable means to address the impact on the community and the victims posed by increasing catalytic converter thefts. Similar ordinances have been adopted by Riverside County and the City of Beaumont.

JUSTIFICATION:

The inability to identify the victims of catalytic converter thefts can inhibit the ability to successfully prosecute individuals for thefts. This ordinance is necessary to provide the City of Banning a means to protect the public, deter this criminal activity and promote a more productive use of City resources.

FISCAL IMPACT:

City staff and legal counsel time involved with preparation of ordinance and staff report is minimal. Adoption of this ordinance will create efficiencies for law enforcement personnel.

ALTERNATIVES:

1. Waive full reading and introduce, as read by title only, Ordinance 1597, as written.
2. Waive full reading and introduce, as read by title only, Ordinance 1597, with modifications.
3. Do not introduce Ordinance 1597.

ATTACHMENTS:

1. Banning_-_Catalytic_Converter_Ordinance.pdf

ORDINANCE 1597

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING REGULATIONS GOVERNING THE POSSESSION OF CATALYTIC CONVERTERS, AND AMENDING TITLE 9 OF THE BANNING MUNICIPAL CODE

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Findings and Purpose.

A. The City Council finds that theft of catalytic converters has been an increasing problem in Banning in recent years. In the City, dozens of reports of catalytic converter thefts occur annually impacting many victims. The external location of catalytic converters and the use of valuable precious metals, including rhodium, palladium and platinum, in catalytic converters makes these devices a target for thieves. Individuals in possession of stolen catalytic converters often recycle them for substantial profit, while victims of these thefts suffer the consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in the community.

B. Finding the victim of these crimes is extremely difficult due to the manner in which the catalytic converter thefts occur and lack of identifying markers on catalytic converters to link a stolen catalytic converter to the victim. The inability to identify the victims of catalytic converter thefts can inhibit the ability to successfully prosecute individuals for the thefts. This ordinance is necessary to provide the City a means to protect the public, deter this criminal activity, and promote a more productive use of City of Banning resources.

C. In accordance with the California Constitution, Article XI, Section 7, a city may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

D. The purpose and intent of this Ordinance is to curb the theft of catalytic converters throughout the City and to provide the City with reasonable means to address the impact on the community and the victims posed by increasing catalytic converter thefts.

SECTION 2. A new Chapter 9.28 is hereby added to Title 9 (Public Peace, Morals, and Welfare) of the Banning Municipal Code, to read, as follows:

"**Chapter 9.28 - UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS**

Sections:

9.28.010 - Definitions.
9.28.020 - Unlawful possession of a catalytic converter.
9.28.030 - Violations and enforcement.

9.28.010 - Definitions.

As used in this chapter, the following terms shall have the following meanings:

"Catalytic converter" means any exhaust emission control device, or portion thereof, that converts toxic gases and pollutants in exhaust gas from an internal combustion engine into less-toxic pollutants, and shall also mean 'catalytic converter' as that term is used in California Vehicle Code Section 10852.5.

"Documentation or other proof" means written document(s) clearly identifying the vehicle from which the catalytic converter originated based on the totality of the circumstances, which includes, but is not limited to, the following types of documents:

1. Signed bill of sale from the original owner authorizing removal of the catalytic converter, including the vehicle owner's name, address, and telephone number.

2. Verifiable documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop or similar business.

3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.

4. Photographs of the vehicle from which the catalytic converter originated clearly showing the vehicle's license plate number and vehicle identification number.

5. Vehicle registration associated with the catalytic converter together with photographs showing an etched associated license plate number or vehicle identification number or driver's license number of registered vehicle owner claimed to have conveyed the catalytic converter to the person now in possession.

"Lawful possession" means (1) being the lawful owner of the catalytic converter or (2) being in possession of the catalytic converter with the lawful owner's verifiable written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a lawful possession.

"Enforcement officer" means a sworn officer of the police department, sworn federal task force officer, building official, code enforcement official, city attorney, or district attorney, and their designees.

9.28.020 - Unlawful possession of a catalytic converter.

A. Barring any provision of state law permitting the same, it is unlawful for any person to possess any catalytic converter which is not properly installed in a

vehicle unless the person has a documentation or other proof verifying they are in lawful possession of the catalytic converter.

B. This section does not apply to a detached catalytic converter, otherwise lawfully possessed, that has been verifiably tested, certified, and labeled or otherwise approved for reuse, and is being bought or sold for purposes of reuse in accordance with (i) the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*) and regulations under the Clean Air Act; or (ii) or applicable regulations of the California Air Resources Board, as they may be amended from time to time.

C. It is unlawful for any person to knowingly falsify or cause to be falsified any information in any documentation or other proof intended to show valid proof of ownership or possession of a catalytic converter.

D. Evidence of unlawful possession may be presumed by the number of detached catalytic converters within one's possession and/or by the condition of the dismantled catalytic converter(s), including, but not limited to, the manner a catalytic converter has been detached or cut from a vehicle.

9.28.030 - Violations and enforcement.

A. Misdemeanor Penalty. Any person who violates any provision of this chapter is guilty of a misdemeanor, and upon conviction shall be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a term not exceeding one year, or by both. Upon any second or subsequent conviction of the offense, the person shall be punished by the penalties of a fine of one thousand dollars and by imprisonment in the county jail for one year.

B. State Penalties Apply. Nothing in this chapter shall be intended to limit any of the penalties provided for under California law, including, but not limited to, the Penal Code, with regard to the sale, use, possession, delivery, and/or receipt of catalytic converters.

C. Administrative Civil Penalty. In addition to any other penalties provided by law, whenever an enforcement officer determines a violation of this chapter has occurred, the enforcement officer shall have the authority to issue an administrative citation with an administrative civil penalty to any person responsible for the violation, in accordance with and subject to the provisions of chapter 1.20 of this code."

SECTION 3. Non-exclusive Remedies and Penalties. All remedies and penalties for violations of the prohibitions in this Ordinance shall be cumulative and not exclusive. Enforcement by use of any administrative, criminal or civil action, citation or administrative proceeding or abatement remedy does not preclude the use of additional citations or other remedies as authorized by other ordinance or law. Enforcement remedies may be employed concurrently or consecutively. Conviction and punishment of or enforcement against any person hereunder shall not relieve such person from the responsibility of

correcting, removing, or abating a violation, nor prevent the enforced correction, removal, or abatement thereof.

SECTION 4. Severability. The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be unconstitutional or invalid, the City Council declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be unconstitutional or invalid. Such unconstitutionality or invalidity shall therefore not affect the remaining provisions of this Ordinance, or the validity of its application to other persons or circumstances.

SECTION 5: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 6: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

_____
_____, 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, Administrative City Clerk of the City of Banning, California, do hereby certify that Ordinance 1597 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 12th day of December, 2023, and was duly adopted at a regular meeting of said City Council on the ___ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-09, Approving a Three (3) Year Master Services Agreement with IGM Technology Corp. for Software Services Platform Modules (SaaS): IGM Gravity Budgeting, Reporting, Transparency, Business Intelligence, Annual Comprehensive Financial Report, Popular Annual Financial Report, Monthly/Quarterly Reporting, ADA Compliance, and Pension and Other Post Employment Benefits Disclosures with a Not-To-Exceed Amount of $170,558 After a $30,000 Discount**

RECOMMENDATION:

Adopt Resolution 2024-09:
1.Approving a Three (3) year Master Services Agreement with IGM Technology Corp. for Software Services Platform Modules (SaaS): IGM Gravity Budgeting, Reporting, Transparency, Business Intelligence, Annual Comprehensive Financial Report, Popular Annual Financial Report, Monthly/Quarterly Reporting, ADA Compliance, and Pension and Other Post Employment Benefits Disclosures with a Not-To-Exceed Amount of $170,558 After a $30,000 Discount.
2. Authorizing the City Manager to sign the agreement, make non-substantive changes to contract language.
3. Authorizing the City Clerk certify the adoption of this resolution and cause a certified resolution to be filed in the book of original resolutions.

BACKGROUND:

On February 12, 2019, the City approved Resolution 2019-15 approving the OpenGov Budgeting & Transparency module. The Budgeting & Transparency module continues to be utilized by all Departments in preparing budgeting documents and promoting transparency. On August 22, 2023, the City extended this contract for five (5) years, which also included the Procurement and Cartegraph Enterprise Asset Management modules.

Over 50 government entities use IGM Gravity, including counties in California, which confirmed the automation and reduced duplication of inputs and potential for errors significantly. The product suite also includes multiple uses that currently exceed those available from OpenGov.

Staff obtained three quotes for the IGM Gravity solution: (1) Direct Vendor Quote; (2) SHI Purchasing Cooperative; and (3) Insight Purchasing Cooperative. The Direct Vendor Quote was the best priced option due to a Holiday promotion by the vendor.

JUSTIFICATION:

The City has experienced several issues with the OpenGov Budgeting & Transparency module and has

identified an alternative solution called IGM Gravity, which includes Budgeting, Budget Book creation, Capital Improvement Planning and Reporting, Project and Priority Based Budgeting, Annual Comprehensive Financial Report (ACFR) creation, and a Transparency solution called OpenData. IGM Gravity even includes the creation of a Popular Annual Financial Report, Monthly/Quarterly Reporting, Business Intelligence, and other solutions which the City has never had previously.

FISCAL IMPACT:

Implementing IGM Gravity will save an average of $3,800 per year in annual service fees versus OpenGov Budgeting & Planning, plus the cost of paying our External Auditors to compile our ACFR (approximately $2,500 per year), and the cost of ResourceX for Priority Based Budgeting (if IGM performs as well) which will save $32,500 per year. Staff plans to cancel all redundant contracts and services.

Year	Estimated Amount
2023/2024	$35,000 (Implementation Cost - Includes $20,000 Discount)
2023/2024	$43,000 (Annual Service Fee - Includes $10,000 Discount)
2024/2025	$45,130
2025/2026	$47,408

Total Not-To-Exceed Amount of $170,558.

OpenGov contractual savings $146,091 for three years.
ACFR compilation savings approximately $7,500 for three years.
ResourceX savings $97,500 for three years.
Total savings of approximately $80,533, or $45,533 including one-time implementation costs.

All items discussed currently budgeted in Central Services Contractual Services general ledger account 705-4500-412.33-11. The $35,000 implementation costs will be funded from the ARPA grant and Annual Service costs will be funded from the account identified above.

ALTERNATIVES:

1. Adopt Resolution 2024-09 as recommended.
2. Adopt Resolution 2024-09 with modifications.
3. Do not adopt Resolution 2024-09 and provide staff with alternative direction.

ATTACHMENTS:

1. Resolution_2024-09__IGM_Gravity.pdf
1. IGM Technology SaaS Agreement - City of Banning CA_TKF 11.7.23 (002).pdf

RESOLUTION 2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A THREE (3) YEAR MASTER SERVICES AGREEMENT WITH IGM TECHNOLOGY CORP. FOR SOFTWARE SERVICES PLATFORM MODULES (SAAS): IGM GRAVITY BUDGETING, REPORTING, TRANSPARENCY, BUSINESS INTELLIGENCE, ANNUAL COMPREHENSIVE FINANCIAL REPORT, POPULAR ANNUAL FINANCIAL REPORT, MONTHLY/QUARTERLY REPORTING, ADA COMPLIANCE, AND PENSION AND OTHER POST EMPLOYMENT BENEFITS DISCLOSURES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $170,558 AFTER A $30,000 DISCOUNT

WHEREAS, on February 12, 2019, the City approved Resolution 2019-15 approving the OpenGov Budgeting & Transparency module. The Budgeting & Transparency module continues to be utilized by all Departments in preparing budgeting documents and promoting transparency; and

WHEREAS, on August 22, 2023, the City extended this contract for five (5) years, which also included the Procurement and Cartegraph Enterprise Asset Management modules; and

WHEREAS, the City has experienced several issues with the Budgeting & Transparency module and has identified an alternative solution called IGM Gravity, which includes Budgeting, Budget Book creation, Capital Improvement Planning and Reporting, Project and Priority Based Budgeting, Annual Comprehensive Financial Report (ACFR) creation, and a Transparency solution called OpenData; and

WHEREAS, over 50 government entities use IGM Gravity, including counties in California, which confirmed the automation and reduced duplication of inputs and potential for errors significantly; and

WHEREAS, by implementing IGM Gravity the City will save an average of $3,800 per year in annual service fees versus OpenGov Budgeting & Planning, plus the cost of paying our External Auditors to compile our ACFR (approximately $2,500 per year), and the cost of ResourceX for Priority Based Budgeting which will save $32,500 per year.

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

SECTION 1. The City Council authorizes the City Manager to execute a three (3) year contract with IGM Gravity the modules identified above in the amount of $170,558 and to cancel OpenGov Budgeting & Transparency, External Auditor ACFR compilation, and ResourceX Priority Based Budgeting.

SECTION 2. Authorize the City Manager or designee to make non-substantive changes to contractual language and any necessary budget adjustments, appropriations and transfers related to the Amendment to the Agreement with IGM Technology Corp.

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 9th day of January 2024.

Alberto Sanchez, 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 2024-09 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
IGM Gravity Agreement

SaaS Services Agreement

IGM
Cloud Based Financial Close Management

Customer:	City of Banning, CA	**Contact:**	Lincoln Bogard
Address:	99 E. Ramsey Street Banning, CA 92220	**Title:**	Administrative Services Director
E-Mail:	lbogard@banningca.gov	**Phone:**	(951) 922-3118

Services:

Access to Gravity (the "Service(s)") for one year starting the commencement date of the contract.

Annual Service Fees – Year 1:

The Customer has the right to identify up to 20 Named Users to have Access to Gravity. The Service Capacity includes:

Item #	Service	Number of Users	Fee (USD)
20	Gravity Base Platform	20	$16,000
21	Gravity Budget Book module L Proposed budget book L Adopted budget book		$8,000
24	Gravity Budgeting Planning module L Revenues and operational expenses L Personnel costs Budgeting L Capital Improvements Projects		$8,000
22	Gravity - ACFR module L ACFR L PAFR		$8,000
25	Gravity - Open Data Transparency Portal		$4,000
29.1	ADA Compliance for Adopted Budget Book		$1,000
29.2	ADA Compliance for ACFR		$1,000
29.3	ADA Compliance for PAFR		$500
29.4	ADA Compliance for CIP Report		$500
29.5	ADA Compliance for Open Data Transparency Portal		$2,000
Sub-Total			$49,000
Multi Module Discount & End of Year Promotion			($10,000)
Total Service Fees – 12 months		**20**	**$39,000**

Service Fees for the first year are payable net 30 days after the Effective Date of this agreement.

Renewals

If the Customer chooses to renew its subscription to Gravity for additional years with the same Service Capacity, then the Service Fees for the following years will be:

Year	Annual Services Fee (USD)
Year 2	$40,950
Year 3	$42,998

Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement. In subsequent years, Service Fees are payable net 30 days after the renewal date.

Implementation Services:

Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee:

(one-time fee):

Item #	Service	Number of Users	Fee (USD)
87	Gravity Budget Book module • Proposed budget book • Adopted budget book		$10,000
85	Gravity Budget Planning module • Revenues and operational expenses • Personnel costs Budgeting • Capital Improvements Projects		$10,000
84	ACFR Report Implementation Services		$10,000
82	PAFR Report Implementation Services – up to 40 pages		$5,000
86	Gravity Capital Improvement Plan Implementation Services - up to 70 pages		$8,000
46	Open Data Implementation Services		$5,000
Sub -Total			$48,000
End of Year Promotion – Valid until November 30th, 2023			($20,000)
Total Service Fees – 12 months			**$28,000**

Implementation fees are payable net 30 days after the Effective Date of this agreement.

This SaaS Services Agreement ("Agreement") is entered into on this _____ day of _____ , 2023 (the "Effective Date") between **IGM Technology Corp**. with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). Company and Customer may each be referred to herein as "Party" or collectively as "Parties". This Agreement includes and incorporates the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

_____

By: _____

Name:

Title:

City of Banning, CA

_____

By: _____

Name:

Title:

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. ~~Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.~~

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein), release, sell, share, rent, transfer, distribute, or divulge, or otherwise allow disclosure of Proprietary Information to any third person any such Proprietary Informationparty without the express written permission of the Disclosing Party, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all sole and exclusive right, title and interest in and to the Customer Data. Company is provided a limited license to access Customer Data for the sole and exclusive purpose of providing the Services in accordance with this Agreement. Company shall: (a) subject to the exceptions herein, keep and maintain Customer 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 Customer 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 Customer Data only to those employees of Company who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, divulge, or otherwise disclose or make available Customer Data for Company's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent.

Customer shall have full and complete access to, and ability to download, its Customer Data twenty-four (24) hours per day, seven (7) days per week, except during authorized periods of maintenance by Company. Further, Company shall, within one (1) business day of Customer's request, provide Customer, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees to Company), an extract of the Customer Data in the format specified by Customer.

Without limiting Company's obligation of confidentiality as further described herein, Company shall be responsible for establishing, maintaining, and providing a written description to Customer of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantially 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 Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against

unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Company, if any, comply with all of the foregoing. In no case shall the safeguards of Company's data privacy and information security program be less stringent than the safeguards used by Company to protect its own data.

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, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer 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 Customer; (c) in the case of personally identifiable information ("PII"), at Customer'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 the California Consumer Privacy Protection Act of 2018; or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) perform or take any other actions required to comply with applicable law as a result of the occurrence; (e) without limiting Company's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Customer with respect to any and all claims and liabilities including payment of reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence; (f) be responsible for recreating lost Customer Data in the manner and on the schedule reasonably set by Customer without charge to Customer; and, (g) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Company will undertake to prevent a future occurrence.

This Section 3.2 shall survive the termination of this Agreement

3.3 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4~~3~~ No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. Any price increases not negotiated in advance shall be provided by Company to Customer at least thirty (30) days prior to the end of the Initial Service Term or then-current renewal term and shall not exceed five percent (5%) of the previous price. If Customer believes that Company has billed

Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income. Applicable state, local and federal taxes, if any, will be included in the invoice.

4.3 Nothing in this Section 4 shall require payment for any Service unless and until complete functionality of the same has been tested pursuant to a test plan acceptable to Customer, and shown to Customer to be functioning properly and otherwise as represented by Company pursuant to this Agreement.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), but not to exceed one (1) year unless agreed upon in writing, unless either Pp~~p~~arty requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either ~~p~~Party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other ~~p~~Party materially breaches any of the terms or conditions of this Agreement. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest; or (d) Company ceases supporting any of the Services purchased by Customer, and Customer is not then in breach. In the event of expiration or termination of this Agreement, Customer will pay in full for the Services up to and including the last day on which the Services are provided unless Customer terminates due to a breach by Company. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days,. Thereafter, ~~but thereafter~~ Company ~~may~~shall , to the extent commercially practicable, ~~but is not obligated to,~~ delete all stored Customer Data and provide written certification of the same to Customer. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS", EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ~~AND NON-INFRINGEMENT~~.

7. LIMITATION OF LIABILITY

7.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 9, OR OTHERWISE BY LAW, ~~NOTWITHSTANDING ANYTHING TO THE CONTRARY,~~ EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL~~; OR (D)~~ .

7.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 9, OR OTHERWISE BY LAW, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) ~~FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS,~~ EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. ~~ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.~~

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement ~~without consent~~with Customer's prior written consent. Company may transfer and assign this Agreement without Customer's prior written consent in the event any successor or assign has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if

personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the California without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

9. INDEMNIFICATION

9.1 Insurance and Indemnification by Company. Company will defend, indemnify, and hold Customer, its elected officials, officers, employees, volunteers, and agents (collectively, "Indemnitees") free and harmless with respect to any and all losses, liabilities, damages and expenses arising from any and all claims or suits ("Claims"), and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including payment of reasonable attorneys' fees and court costs), to the extent arising out of any violation of law by Company, and/or Claims by any third party that Company's Services infringe a valid U.S. copyright or U.S. patent issued, or other intellectual or proprietary property right existing, as of the effective date of this Agreement. In the event of such a Claim, if Company determines that an affected Service is likely, or any Company Services are determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued, or other intellectual or proprietary property right existing, as of the date of this Agreement, or Customer is otherwise prevented by such Claim from using any Company Services, Company will, in its discretion: (a) replace the affected Services; (b) modify the affected Services to render it non-infringing while maintaining comparable functionality; or (c) terminate this Agreement with respect to the affected Service and refund Customer any prepaid fees for the then-remaining or unexpired portion of the applicable Term. Notwithstanding the foregoing, Company shall have no obligation to indemnify, defend, or hold Customer the Indemnitees harmless from any Claim to the extent it is based upon: (i) a modification to any Services by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Company pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Services other than in accordance with this Agreement. This Section 9.1 sets forth Customer's sole and exclusive remedy, and Company's entire liability, for any Claim that the Services or any other materials provided by Company violate or infringe upon any U.S. copyright or U.S. patent issued, or other intellectual or proprietary property right the rights of any third party not affiliated with Customer.

9.2 To the maximum extent permitted by law, Company shall indemnify, defend and hold each of the Indemnitees free and harmless, and pay all Losses including reasonable attorneys' fees and costs, with respect to any and all Claims to the extent arising out of, related to, or incurred in connection with the acts or omissions of Company or those of its officers, employees, contractors, agents, or anyone else acting on behalf of Company while traveling to or from, or while physically present on property owned or controlled by Customer in connection with performance of this Agreement including, but not limited to, performance of onsite training as referenced in the Proposal, and resulting in, causing, or contributing to, personal injury or death of any person, or property damage.

9.3 To the maximum extent permitted by law, Company shall indemnify, defend and hold each of the Indemnitees free and harmless, and pay all Losses including reasonable attorneys' fees and costs, with respect to any and all Claims to the extent arising out of, related to, or incurred in connection with any unauthorized access or theft of Customer Data provided, however, that

Company's liability for "cyber theft" shall be limited to Company's cyber liability insurance policy limits.

9.4 At all times during the term of this Agreement, Company shall maintain workers compensation insurance as required by law, and commercial general, auto liability, and cyber liability insurance in such amounts and in such form as set forth in Exhibit "__" attached hereto and incorporated by reference herein. The foregoing policies of insurance shall be applicable to Claims for personal injury, death and property damage, and unauthorized access or theft of Customer Data for which Company may be liable, pursuant to the indemnification provisions of this Section 9.

9.5 With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party, including any admission of liability, without the prior written consent of the indemnified Party.

EXHIBIT A
Statement of Work

The Company will provide the following services and comprehensive training:

- Gravity - Implementation Services for Budget Book automation
  - IGM Consulting Services in setting up and using Gravity to produce the next Proposed and Adopted Budget Books
- Gravity - Implementation Services for Budget Planning templates
  - IGM Consulting Services in setting up budget data management templates:
  - Revenues and Operational Expenses
  - Personnel costs Budgeting
  - Capital Improvement Projects
- Gravity - Implementation Services for ACFR automation
  - IGM Consulting Services in setting up and using Gravity to produce the next ACFR
- Gravity - Implementation Services for PAFR automation
  - IGM Consulting Services in setting up and using Gravity to produce the next PAFR
- Gravity - Implementation Services for Open Data Transparency Portal
  - IGM Consulting Services in setting up and using Gravity to produce the Open Data Transparency Portal
- Gravity - Implementation Services for Capital Improvement Plan
  - IGM Consulting Services in setting up and using Gravity to produce the next Capital Improvement Plan Book

These Implementation Services will be provided to the Customer within six months of the Effective Date. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate.

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding ~~holidays and weekends and~~ scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within forty-eight (48)~~24~~ hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time ("Support Hours") at no additional cost to Customer.

Customer may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours at no additional cost to Customer and can be initiated by calling IGM's customer support line or emailing support@igm.technology

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Lincoln Bogard, Administrative Services Director**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **January 9, 2024**

SUBJECT: **Consideration of Payment to GHJ Advisors for an Additional $53,000 for Phase 2 and Newly Requested Phase 3 Forensic Investigation Services into the Electric Enterprise for a Total Not-to-Exceed Amount of $153,000**

RECOMMENDATION:

Approve by Minute Order the payment to GHJ Advisors an additional $53,000 for additional Phase 2 and newly requested Phase 3 Forensic Investigation services into the Electric Enterprise for a total not-to-exceed amount of $153,000.

BACKGROUND:

The Administrative Services Director requested a forensic audit of the Electric Enterprise beginning in May 2023 and received approval from the City Manager in July 2023. The City Attorney's office has engaged a forensic auditor, GHJ Advisors, to conduct Phases 1 and 2 forensic investigation services. Phase 1 forensic investigation services included the performance of forensic accounting and investigative procedures to identify (1) areas of concern and (2) funds, accounts, and/or transactions for testing. The Phase 1 forensic investigation services assisted staff in the determination of cash flows and management of the Electric Enterprise. Phase 2 forensic services assisted in quantifying any potential losses or accounting irregularities that may have occurred, if any.

JUSTIFICATION:

GHJ Advisors provided a report to Council on the results of Phase 2 forensic investigation services on December 12, 2023. Councilmembers authorized further investigation in specifically identified areas, which require additional Phase 3 investigation. Council must authorize the payment for the additional services for the work GHJ Advisors has been requested to perform. Based on this request the open session report has been postponed until Phase 3 completion.

FISCAL IMPACT:

The request for Phase 3 of the of the Forensic Investigation into the Electric Enterprise will increase the original approvals of $25,000, and $75,000, by another $53,000 for a total not-to-exceed amount of $153,000.

ALTERNATIVES:

1. Approve by Minute Order the payment to GHJ Advisors an additional $53,000 for additional Phase 2 and newly requested Phase 3 Forensic Investigation services into the Electric Enterprise for a total not-to-exceed amount of $153,000.
2. Do not approve by Minute Order the additional payment to GHJ Advisors for Phase 3 of the Forensic Investigation into the Electric Enterprise.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-15, Issuing a Waiver of Development Review Fees, requested by Habitat for Humanity, for a Tentative Parcel Merger/Lot Line Adjustment (TPM/LLA) on three parcels located at the southwest corner of 8th Street and Wilson St., in the City of Banning, CA**

RECOMMENDATION:

Adopt Resolution 2024-15, authorizing a waiver of fees in an amount not to exceed $9,000 for Habitat-for-Humanity of the San Gorgonio Pass, associated with the processing of a Tentative Parcel Merger/Lot Line Adjustment (TPM/LLA) on three parcels located at the southwest corner of 8th Street and Wilson St., in the City of Banning, CA (APNs: 540-033-045; -046; 047).

BACKGROUND:

Habitat for Humanity ("Habitat") is a not for profit organization that specializes in refurbishing and constructing new homes for low income residents in the community. Habitat for Humanity has been providing housing opportunities, in the San Gorgonio Pass Area, for the past nineteen years.

In January of 2020, the City Council previously approved a Fee Waiver of $20,000 for another property on Wilson Street which is constructed, occupied, and was recently dedicated to the new residents.

Habitat has completed several homes within the City of Banning and recently purchased three (3) additional properties (APNs: 540-033-045; -046; -047) which is referenced herein. The requested Fee Waiver would incorporate the City's application fees for Plan Check and Development Review by Community Development, Public Works, Engineering, and Banning Electric.

Furthermore, the Fee Waiver would cover costs incurred by the City Contract Licensed Surveyor. However, the request does not cover any Building or Public Works Permit Fees or Inspections, Development Impact Fees (DIF), or other ancillary costs (e.g., miscellaneous permit fees, utility account connections, landscape inspections, etc.).

JUSTIFICATION:

According to the Public Policy Institute of California,

The share of Californians saying, 'housing or homelessness is the top issue facing the state', has increased sharply and residents in all major regions express concern about housing affordability and homelessness. Californians spend disproportionate shares of their income on housing and about half say housing costs are a financial strain, which is a much higher share than 15 years ago. Affordability is a greater challenge in coastal areas, where two-thirds of Californians reside and a majority of Los Angeles residents, young adults, and African Americans have considered moving further Inland, due to the rise in

housing costs. (Sources: Longitudinal data from PPIC Statewide Surveys, 2001–19)

This "Inland Migration" has been experienced by the City of Banning as seen through development of the Atwell project, which has sold over one-thousand homes since initial construction in March of 2020.

FISCAL IMPACT:

The fee waiver will have an impact to the City's General Fund in the amount of approximately $9,000, with the total amount realized within Fiscal Year 2022/2023 (by June 30, 2023).

ALTERNATIVES:

1. Approve the fee waiver request, but in a reduced amount to be determined by the City Council.
2. Do not approve the fee waiver request and provide alternative direction to Habitat-for-Humanity.
3. Continue the item and request that staff to provide additional research or information, as directed by the City Council.

ATTACHMENTS:

1. 01._Resolution_2024-15.docx
2. LAND USE EXHIBITS.pdf
3. January 14, 2020 - CC Agenda Packet & Minutes.pdf

RESOLUTION 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING A WAIVER OF DEVELOPMENT REVIEW FEES IN AN AMOUNT NOT TO EXCEED $9,000 FOR HABITAT-FOR-HUMANITY OF THE SAN GORGONIO PASS, ASSOCIATED WITH THE PROCESSING OF A TENTATIVE PARCEL MERGER/LOT LINE ADJUSTMENT (TPM/LLA) ON THREE PARCELS LOCATED AT THE SOUTHWEST CORNER OF 8TH STREET AND WILSON ST., IN THE CITY OF BANNING, CA (APNS: 540-033-045; -046; 047)

WHEREAS, Habitat for Humanity is a global 501(c)(3) nonprofit housing organization working in local communities across all 50 states in the U.S. and in approximately 70 countries. Habitat's vision is of a world where everyone has a decent place to live; and

WHEREAS, the fee waiver will have an impact to the City's General Fund in the amount of approximately $9,000 realized within Fiscal Year 22/23; and

WHEREAS, the City Council of the City of Banning authorizes the City Manager to waive plan check and development review, fees not-to-exceed $9,000.

WHEREAS, the City Manager or designee shall work with Habitat-for-Humanity representatives to process their Tentative Parcel Map (TPM) and/or Lot Line Adjustment (LLA) plans and will coordinate with internal City staff on the assignment and delegation of staff resources.

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

SECTION 1. The City Council approves a waiver of fees, in an amount not to exceed $9,000, for Habitat-for-Humanity of the San Gorgonio Pass.

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 9th day of January 2024.

Alberto Sanchez, 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 2024-15, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

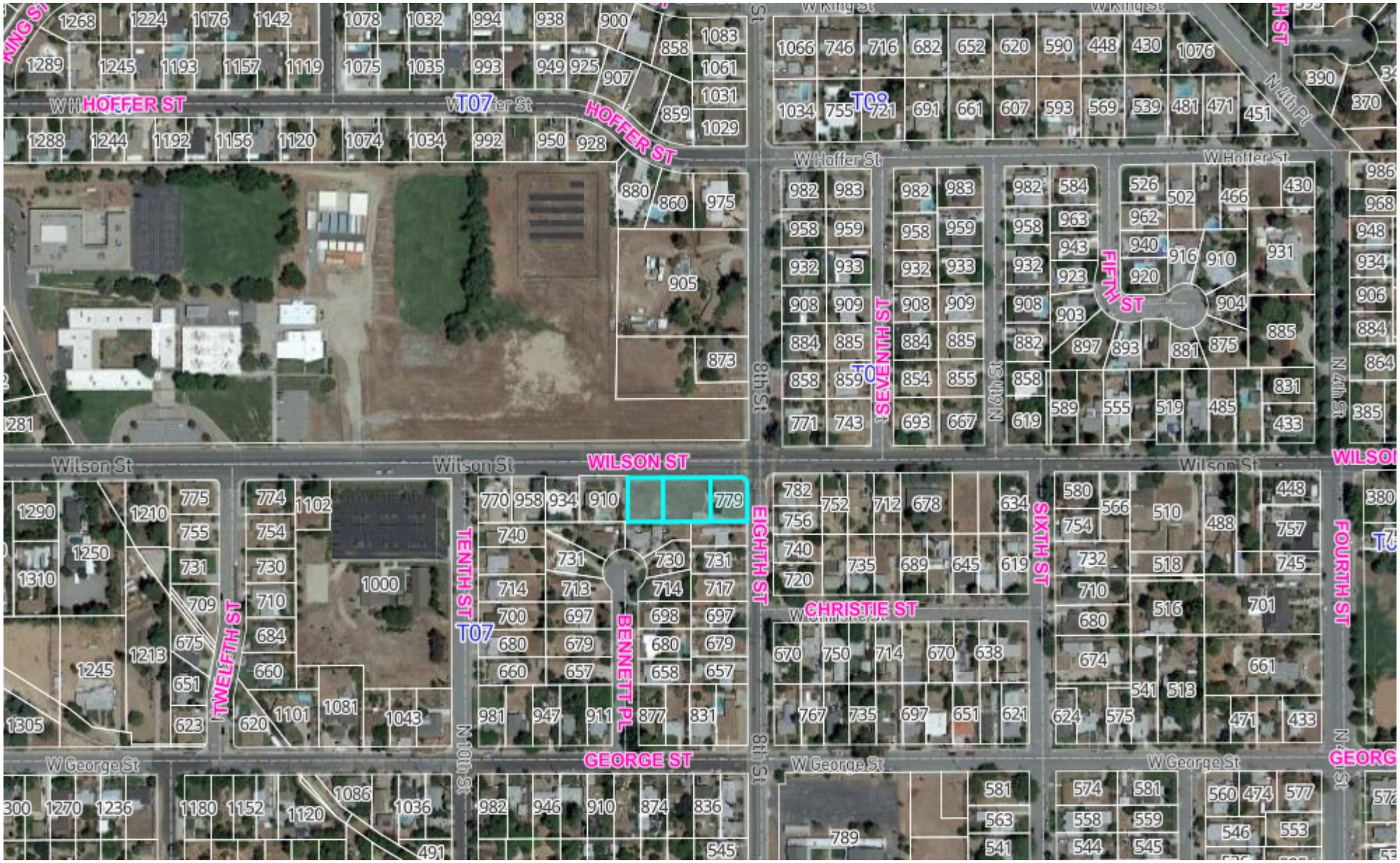
NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

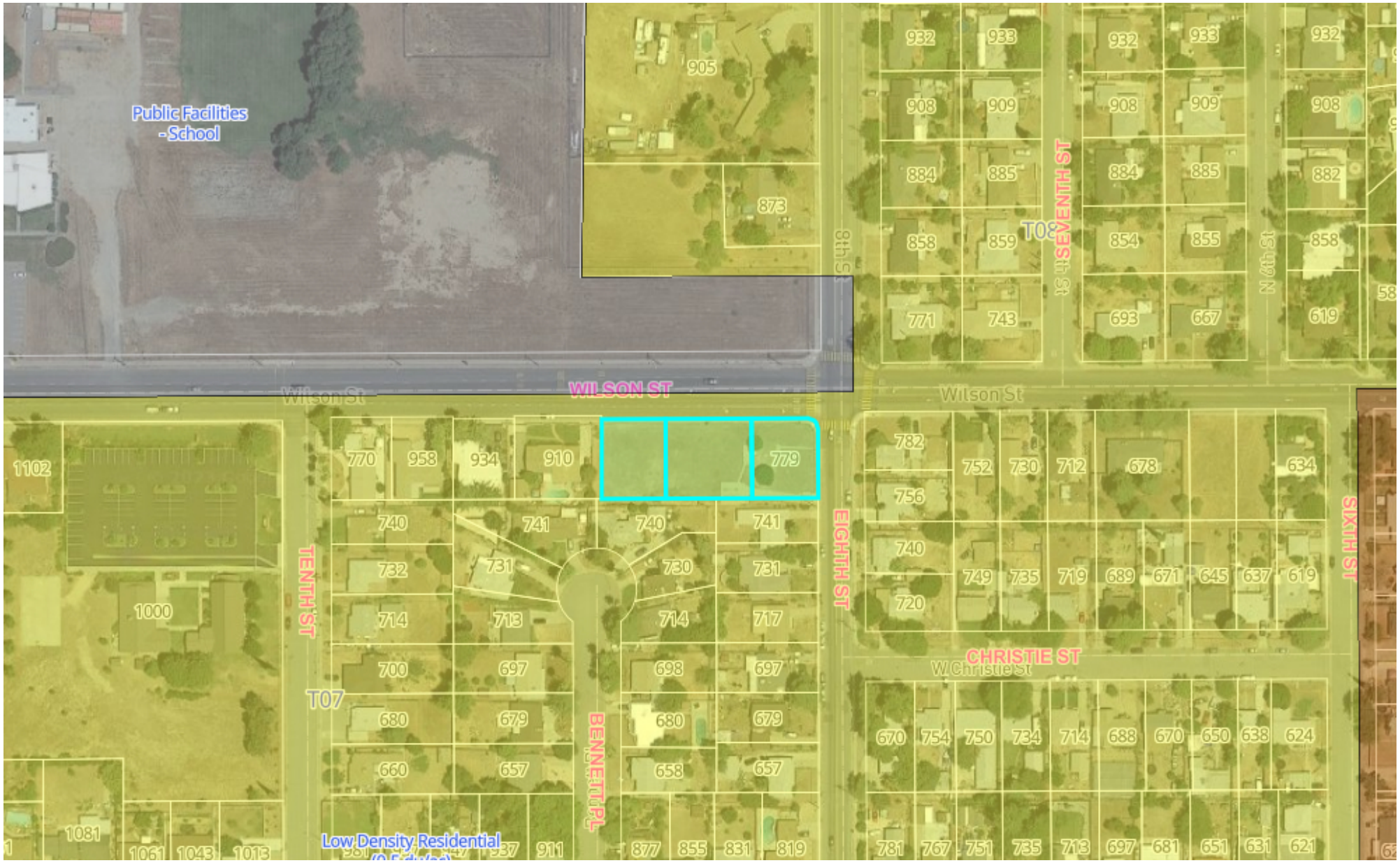
HABITAT-FOR-HUMANITY PROPERTIES



1" = 362 ft	APNs: 540-033-045; -046; 047	12/29/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

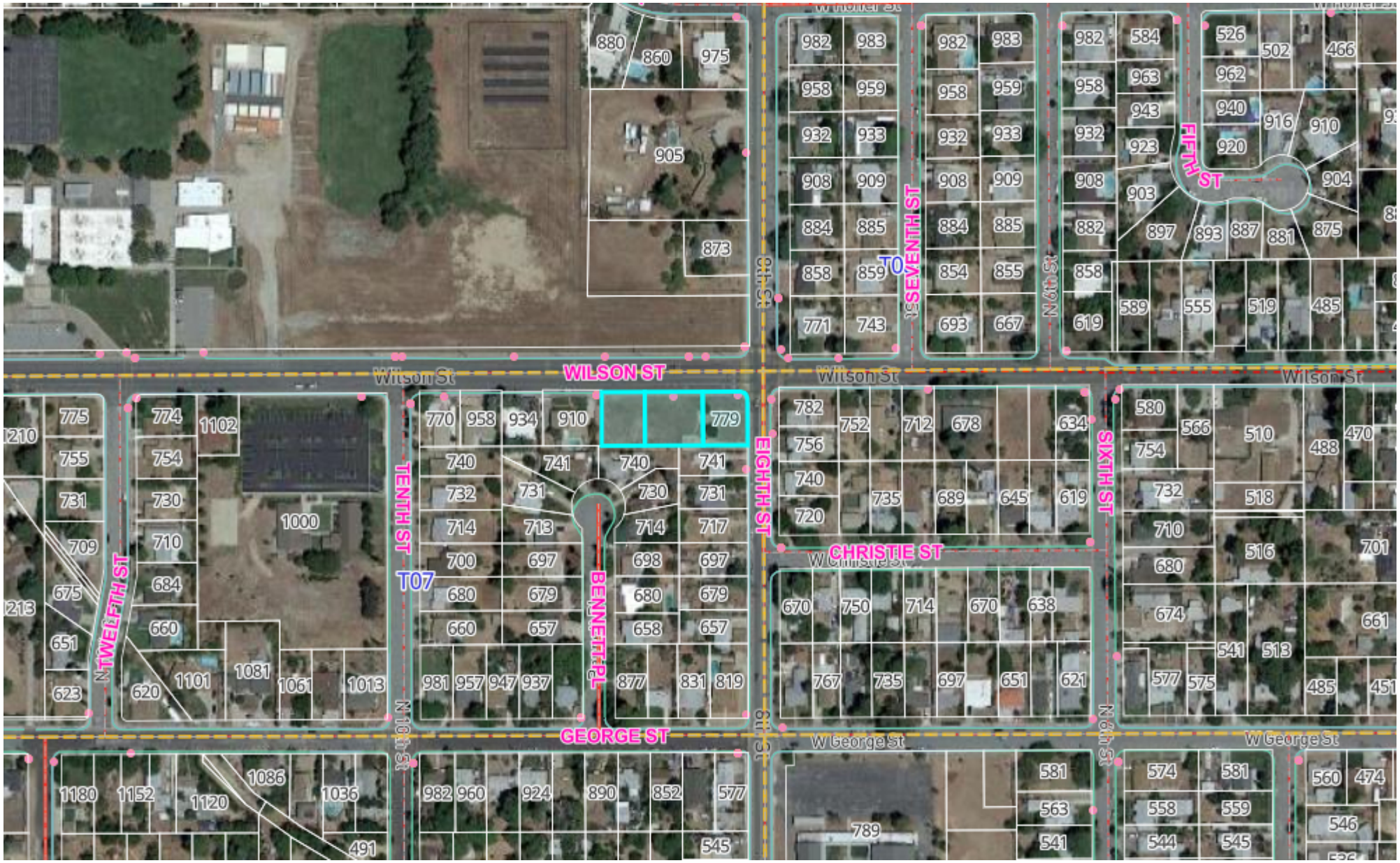
GENERAL PLAN LAND USE DESIGNATION/ZONING CLASSIFICATION



1" = 200 ft	Low Density Residential (0-5 DU/AC)	12/29/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

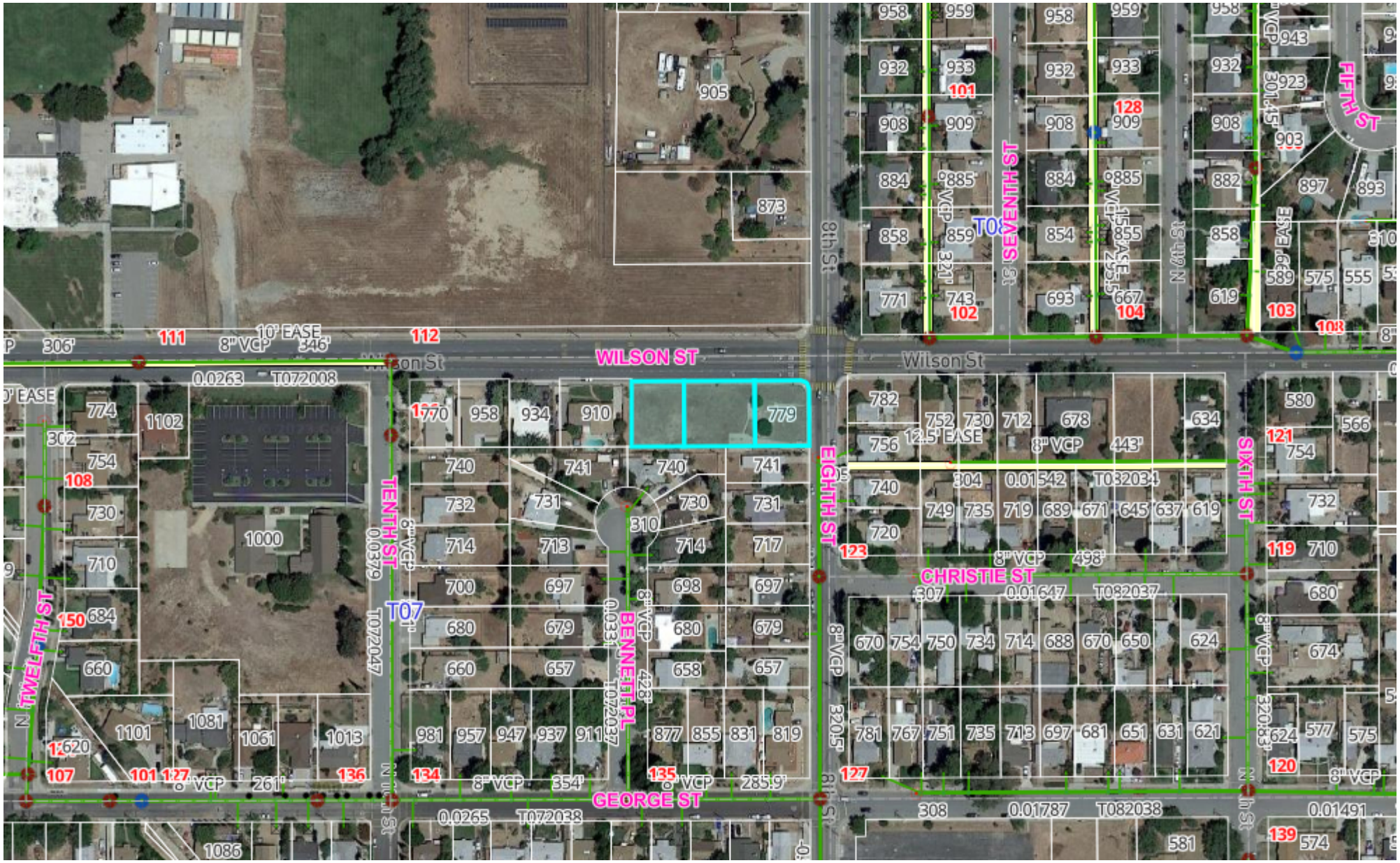
ROAD/STREET ASSESTS



1" = 297 ft	SWC (8th & Wilson St.)	12/29/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

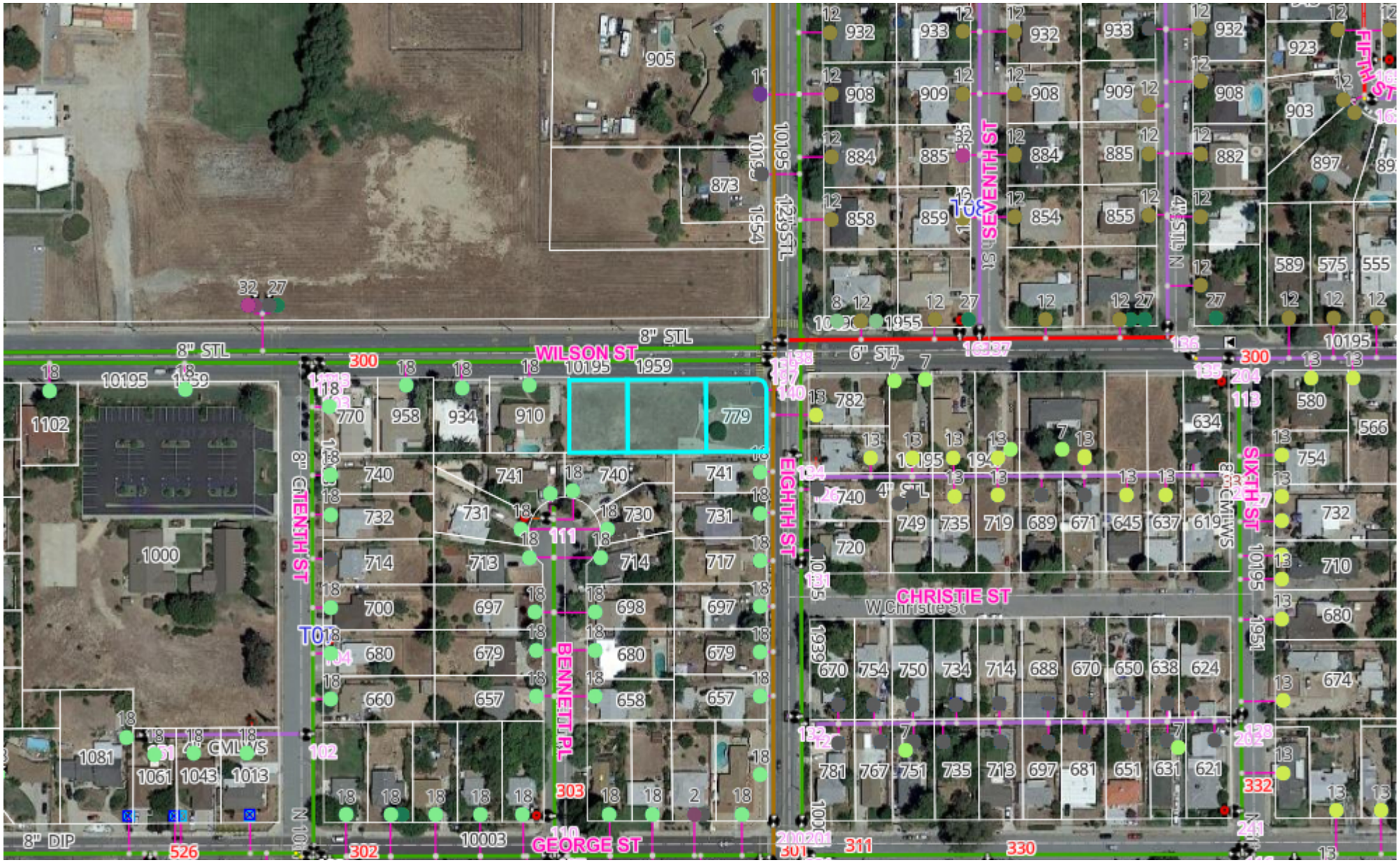
SEWER ASSESTS



1" = 243 ft	SWC (8th St. & Wilson St.)	12/29/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

WATER ASSETS



1" = 219 ft	SWC (8th St. & Wilson St.)	12/29/2023	City of BANNING

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **January 14, 2020**

SUBJECT: **Resolution 2020-8, Authorizing Waiver of Fees for Habitat for Humanity to construct a Single-Family Residence (SFR) located at Lot No. 17 (APN: 541-042-010), Wilson St. in the City of Banning, CA**

RECOMMENDED ACTION:

Staff recommends the City Council adopt Resolution 2020-8, authorizing waiver of fees for Habitat for Humanity to construct a SFR at Lot No. 17; which is located on Wilson St. in the City of Banning.

BACKGROUND:

Habitat for Humanity is a not for profit organization that specializes in refurbishing and constructing new homes for low income residents in the community. Habitat for Humanity has been engaged in the San Gorgonio Pass Area for the past nineteen years.

This not for profit has completed several homes within the City of Banning and recently engaged on another property; which is referenced herein. During the September 10, 2018 City Council meeting, an affordability covenant was executed to cover the cost of the fee waiver for a previous property; however, this funding source is no longer available to the City.

The requested fee waiver would incorporate the City's application fees for Plan Check Review, Permits, Inspections, and Development Impact Fees (DIF). The application of the WRCOG TUMF and WRMSHCP related impact fees are likely not applicable or waived based upon the implementing ordinances, respectively; however, the City does not administer either of these fee programs and the Community Development Department only collects the MSHCP impact fees as a "pass through" to the Regional Conservation Authority (RCA).

The total fee estimate is calculated by staff to be approximately $20,000; which is inclusive of the fees referenced above. This amount is only an estimate as plans have

yet to be transmitted for plan check, inspections have not been conducted, and construction has not commenced.

JUSTIFICATION:

The Governor has declared a "Housing Crisis" and signed 18 bills to increase housing production across all income categories in California. The provision of low cost and Affordable Housing is in short supply and the addition of new housing construction to the City's existing housing stock provides for a wide range of economic benefits.

FISCAL IMPACT:

The fee waiver will have an impact to the City's General Fund in the amount of approximately $20,000 realized within Fiscal Year 19/20.

OPTIONS:

1. Approve as recommended.
2. Do not approve and provide alternative direction.

ATTACHMENT:

1. Resolution 2020-8
   https://banningca.gov/DocumentCenter/View/6796/Attachment-1---Resolution-2020-8

2. Fee Estimate Detail
   https://banningca.gov/DocumentCenter/View/6795/Attachment-2---Fee-Estimate-Detail

Approved by:

Douglas Schulze
City Manager

John Hagan asked if there were certain criteria required (i.e. live in the district for 90 days).

The City Attorney explained that the only requirement is to be a registered voter living in District 2 of the City of Banning.

Councilmember Welch provided some timeline information and recommended an informational workshop for anyone interested in applying.

The City Manager indicated he will also prepare a notice to mail out to District 2 registered voters.

A motion was made by Councilmember Happe, seconded by Councilmember Welch, to advertise and recruit a qualified candidate from District 2 for appointment to fill the vacancy until a candidate is elected during the regular election on November 3, 2020. Electronic vote was taken as follows:

AYES: Andrade, Happe, Wallace & Welch
NOES: None
ABSTAIN: None
ABSENT: None

Action: Advertise and recruit to fill the vacancy in District 2.

2. Resolution 2020-8, Authorizing Waiver of Fees for Habitat for Humanity to Construct a Single-Family Residence (SFR) Located at Lot No. 17(APN: 541-042-010), Wilson Street

Amy Minjares, Executive Director at Habitat for Humanity thanked the Council for their consideration (Attachment 10).

A motion was made by Councilmember Welch, seconded by Mayor Andrade, to adopt Resolution 2020-8, authorizing waiver of fees for Habitat for Humanity to construct a SFR at Lot No. 17, which is located on Wilson Street in the City of Banning. Electronic vote was taken as follows:

AYES: Andrade, Happe, Wallace & Welch
NOES: None
ABSTAIN: None
ABSENT: None

3. Statement of Investment Policy

Administrative Services Director Jennifer Christensen provided a presentation for this item (Attachment 11). She pointed out that the policy included in the agenda packet

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Modifying the City of Banning's Public Hearing Notice Requirements for Development Applications**

RECOMMENDATION:

Discuss and Consider Modifications to the City of Banning's Public Hearing Notice Requirements for Development Applications, as specified by Chapter 17.68, and Provide Direction to the Community Development Director.

BACKGROUND:

The City Council, and Planning Commission, each act in their individual capacity as the Decision-Making Body for Zoning and Development Applications authorized under Title 17 of the BMC; otherwise known as the "Zoning Code". These types of Applications are unique in the sense that they require detailed noticing procedures that are specified by California State Law (Gov't Code Sections 65090, 65091, and 66451.3, to name a few).

The State law requires that the Council can provide for more notice than the minimum. For example, if the minimum State law requires mailing to a 300-foot radius, the Council can choose to go beyond that and notify property owners in a larger radius like 500 or 1,000 feet. Or if State law requires a minimum of 10-days advance notice of a hearing, the Council can expand that and require 15-days advance notice.

The City's Zoning Code incorporates the minimum requirements established under state law in most situations. Project types that require public notification currently include the following Application Types (See Title 17 of the BMC):

- General Plan Amendments (GPA)
- Specific Plans (SP)
- Specific Plan Amendments (SPA)
- Zone Changes (ZC)
- Zoning Text Amendments (ZTA)
- Development Agreements (DA)
- Conditional Use Permits (CUP)
- Design Review (DR)
- Tentative Parcel Maps (TPM)
- Tentative Tract Maps (TTM)
- Appeals of Director's Decision to Commission (CD-Appeal)
- Appeals of Commission Decision to Council (PC-Appeal)
- Surface Mining Permits (SMP)
- Reclamation Plans (RCL)

- Street/Road Vacations (Vacation)
- Variances (follows "parent" case)

While this list represents the majority of Planning Project Applications that the City currently processes, it is not exhaustive as additional applications are considered "Ministerial" or "Administrative." Meaning, these types of applications are processed in a similar technical manner they do not require a Public Hearing before the City Council or Planning Commission (or both) in order to receive approval.

Recently, the City Council requested that Community Development Staff research alternatives and explore options to enhance the City's Community Engagement procedures. Staff has contacted eleven (11) other Cities, but only received feedback from six (6) of them detailing their community engagement procedures.

However, prior to exploring potential changes the City could implement, a brief summary of the existing procedures is provided for reference:

- Applications shall be processed in a manner consistent with Gov't Code Sections 65090, 65091, and 66451.3
- Public notice shall be given at least ten (10) days prior to the scheduled public hearing date (all days measured in calendar days)
- Mailing to the owner of the subject real property or the owner's authorized agent at least 10 days prior to the hearing
- Notification is required by two (2) methods:
    - (1) Publication in the Record Gazette newspaper (the City is required to use this paper by law); and
    - (2) Mailing to all property owners within a 300-foot radius a notice of hearing, postmarked at least 10-days prior to said hearing.
        - Each notice shall state the nature of the request, the location of the property (text or diagram, the date, time, and place of the scheduled hearing, and the hearing body. ***Notice is deemed received two (2) days after date of postmark***.

If the Council wishes to enhance the City's community engagement procedures, then the variety and combination of options is plentiful. As discussed, the minimum mailing radius is 300-feet, as required by state law; however, the City can expand this radius to 500 or 1,000-feet from the Project boundary. The property owner labels are already prepared by the Applicant's Title Agent, so requesting an expanded boundary is not difficult.

As previously mentioned, the minimum timeframe in which a public notice must be postmarked is 10-days; however, the Council can increase this timeframe, say to 14-days. *It should be noted that CEQA notification timelines already increase notification timeframes to either 21 or 30-days depending on the particular action*.

Alternatively, the City may add an additional requirement of posting a "large-format" message board containing the same information required on the public notice, i.e., Project Name, Location, Date and Time of Hearing, etc. This message board could be a 4'x8' board, mounted on wooden 4"x4" studs, sunk into the ground, and required to remain for the duration of the public notice period.

In addition, some other options that could be added to these new procedures would be the notification of tenants that live within a predetermined boundary from a Project. These situations existing "in-mass" if an apartment building or mobile home complex is situated within the radius notification distance from the Application.

While notification of tenants is a primary concern of the Council, it remains the most logistically difficult method of delivery as a comprehensive list of all tenants does not exist from a government issued

source. Further research is necessary to explore the feasibility of this notification method.

Lastly, many Cities contacted by staff indicated that a standard requirement for Development Applications is to post notices on City-sponsored Social Media Pages and/or Message Boards. With the addition of a Communications Manager, the City offers social media posts for Projects of Regional Importance, e.g., General Plan Updates, Specific Plans, etc. it is not a standard practice applying to all Applications.

Below is a spreadsheet of the Cities contacted and a summary of their notification procedures:

Public Notice Process- Surrounding Cities

City Name	Pop(2021)	Phone #	Newspaper	Mail to PO
Banning	30,273	(951) 922-3125	Yes	Yes-300ft-10days
Norco	26,077	(951) 270-5661		
Hemet	90,436	(951) 765-2375		
Wildomar	37,189	(951) 677-7751 ext 203		
Desert Hot Springs	32,716	(760) 329-6411	Yes	Yes-300ft-10days
San Jacinto	55,290	(951) 487-7330	Yes	Yes-300ft-10days
Calimesa	10,893	(909) 795-9801		
La Quinta	38,181	(760) 777-7023	Yes	Yes-500ft-10 days
Eastvale	71,375	(951) 703-4460	Yes	Yes-300ft-14days
Yucaipa	54,739	(909) 797-2489	Yes	Yes-300ft-14days
Jurupa Valley	106,941	(951) 332-6464 ext 134		
Palmdale	165,761	(626) 267-5200	Yes	Yes & Tenants -500/700/1000

JUSTIFICATION:

Intent and purpose. It is the intent of this discussion is to enhance the City's Community Engagement Plan, increase transparency with the public, and provide more opportunities for public input, discourse, and participation. The intended purpose of requiring developers to present and engage in a public outreach during the entitlement process is to address potential issues of concerns with the public prior to an approval of their Project.

Scope of regulations. The updated Ordinance Provisions that result from any Council direction received shall be applied to establish policies related the City's Public Notice and Hearing Procedures.

FISCAL IMPACT:

The preparation of this Staff Report was prepared by the Community Development Director under the normal course of duties and responsibilities. No additional costs were incurred.

If and when the City Council initiates a Zoning Text Amendment (ZTA) to modify and incorporate changes to the City's Public Notice and Hearing Procedures, an Ordinance will need to be drafted by the City Attorney's Office, reviewed by the Community Development Department and the City Manager and then scheduled before the Planning Commission at a public hearing for their review, input, and recommendation to the City Council.

At the time that an Ordinance is considered by the Council, another public hearing will occur and the Introduction of the First Reading, and then the Second Reading is required. This process will require the support of City Staff (namely the Community Development Department, Deputy City Clerk, City Attorney,

and City Manager).

While a specific dollar amount is unknown at this time, preliminary estimates are calculated at approximately:

- $5,000 to $12,500 in Legal Costs; and
- $7,500 to $15,000 in total Staff Support Costs

The anticipated timeframe for this entire process is approximately six (6) to eight (8) months.

Both the costs and timeframe are ***widely subject to change***, based upon the degree and complexity of input requested by the City Council and Planning Commission.

ALTERNATIVES:

1. Continue this item until a full 5-member Council is seated.
2. Provide direction to staff regarding additional research, but delay initiation of the amendment.
3. Continue this item off calendar and without discussion.

ATTACHMENTS:

1. Chapter_17.68___HEARINGS_AND_APPEALS.docx
2. Public Notice_SurrAreas.pdf

Chapter 17.68 HEARINGS AND APPEALS

17.68.010 Purpose.

These provisions specify procedures for hearing before the Council, Commission and Director and appeals of any requirement, decision or determination made by the Director or the Commission.

(Zoning Ord. dated 1/31/06, § 9117.01.)

17.68.020 Application processing.

A. Applications shall be reviewed and processed in a manner consistent with the provisions of the California Government Code Sections 65090, 65091, and 66451.3.

B. Not less than 10 days before the date of a hearing, public notice shall be given of such hearing by each of the following methods:

1. By publication once in a newspaper of general circulation within the City. The notice shall state the nature of the request, the location of the property (text or diagram), the date, time, and place of the scheduled hearing, and the hearing body.

2. a. By mailing, 10 days prior to said hearing, postage prepaid, to the owners of property within a radius of 300 feet of the exterior boundaries of the property involved in the application, using for this purpose the last known name and address of such owners as shown upon the current tax assessors records. For properties zoned R/A, R/A/H, RR, RR/H, notice shall be sent to the owners of property within a radius of 1,200 feet f the exterior boundaries of the property involved in the application. Notice is deemed received 2 days after date of postmark. The list of property owners addresses shall be typed on gummed labels, together with required postage. The list shall be prepared and certified by a title insurance company, civil engineer or surveyor licensed to practice in California.

b. The notice shall state the nature of the request, location of the property (text or diagram), the date, time, and place of the scheduled hearing, and the hearing body; or, in the event that the number of owners and tenants to whom notice would be sent is greater than 1000, notice may be given at least 10 days prior to the hearing by placing a display advertisement of at least ⅛ page in the newspaper having the greatest circulation within the area affected by the proposed action. The notice shall state the nature of the request, the location of the property (text or diagram), the date, time, and place of the scheduled hearing, and the hearing body; and

3. By mailing, 10 days prior to said hearing, postage prepaid, to the owner of the subject real property of the owner's authorized agent. The notice shall state the nature of the request, the location of the property (text or diagram, the date, time, and place of the scheduled hearing, and the hearing body. Notice is deemed received 2 days after date of postmark.

(Zoning Ord. dated 1/31/06, § 9117.02.)

17.68.030 Director investigation.

The Director shall make an investigation of facts bearing on the case to provide the information necessary for action consistent with the intent of this Zoning Ordinance and the General Plan. The Director shall report the findings to the Commission or Council, as appropriate.

(Zoning Ord. dated 1/31/06, § 9117.03.)

17.68.040 Hearing procedure.

Hearings as provided for in this chapter shall be held at the date, time and place for which notice has been given as required in this chapter. The summary minutes shall be prepared, and audiotape made and filed in the Department. Any hearing may be continued provided that prior to the adjournment or recess of the hearing, a clear announcement is made specifying the date, time, and place to which said hearing will be continued.

(Zoning Ord. dated 1/31/06, § 9117.04.)

17.68.050 Notice of decision—Director.

The Director shall announce and record his/her respective decisions at the conclusion of each required hearing. The decision shall set forth applicable findings and any conditions of approval. Following the hearing a notice of the decision and any conditions of approval shall be mailed to the applicant at the address shown upon the application.

(Zoning Ord. dated 1/31/06, § 9117.05.)

17.68.060 Notice of decision—Commission.

A. The Commission shall announce and record its decision at the conclusion of the public hearing. The decision shall set forth the findings of the Commission together with all required conditions of approval deemed necessary to mitigate any impacts and protect the health, safety and welfare of the community.

B. Following the Hearing, a notice of the decision of the Commission, and any conditions of approval shall be mailed to the applicant at the address shown upon the application. A copy of the decision, with all applicable conditions of approval, shall be forwarded to the Mayor and City Council.

(Zoning Ord. dated 1/31/06, § 9117.06.)

17.68.070 Notice of decision—Council.

The Council shall announce and record its decision at the conclusion of the public hearing. The decision shall set forth the findings of the Council and conditions of approval deemed necessary to mitigate any impacts and protect the health, safety and welfare of the City.

(Zoning Ord. dated 1/31/06, § 9117.07.)

17.68.080 Effective date.

Director and Commission approved permits shall become effective upon approval, unless appealed. Specific Plans, General Plan Amendments, and Maps approved by the Council shall become effective upon approval.

Development Code Amendments and Zoning text and map Amendments shall become effective 30 days following the final date of action (i.e., adoption) by the Council. The letter of approval shall constitute the permit, and the resolution or ordinance shall constitute the amendment.

17.68.090 Appeal of action.

Any determination or action taken by the Director may be appealed to the Commission. In a similar manner, any action taken by the Commission to approve or disapprove an application may be appealed to the Council.

(Zoning Ord. dated 1/31/06, § 9117.09.)

17.68.100 Filing of appeals.

All appeals shall be submitted to the Department on a City application form, and shall specifically state the basis of the appeal. Appeals shall be filed with the Department within 15 days following the final date of action for which an appeal is made. Appeals shall be accompanied by a filing fee as specified in Chapter 17.48, Applications and Fees.

(Zoning Ord. dated 1/31/06, § 9117.10.)

17.68.110 Notice of appeal hearings.

Notice of an appeal hearing shall conform to the manner in which the original notice was given. The appellant shall be responsible for all noticing materials required in the original application.

(Zoning Ord. dated 1/31/06, § 9117.11.)

17.68.120 Effective date of appealed actions.

An action of the Director appealed to the Commission shall not become final unless and until upheld by the Commission. An action of the Commission appealed to the Council shall not become final unless and until upheld by the Council.

(Zoning Ord. dated 1/31/06, § 9117.12.)

17.68.130 Reapplication.

When an application for a permit or amendment is denied, no application for the same or substantially same permit or amendment shall be filed in whole, or in part, for the ensuing 12 months except as otherwise specified at the time of denial. The Director shall determine whether the new application is for a permit or amendment which is the same or substantially the same as a previously denied permit or amendment.

(Zoning Ord. dated 1/31/06, § 9117.13.)

17.68.140 Reconsideration.

If more complete or additional facts or information, which may affect the original action taken on an application by a review authority are presented, the review authority may reconsider such action taken, if a request for reconsideration is filed with the department within fifteen days following the final date of action. If a public hearing was required in the original review process, another public notice as specified in Section 17.68.020

shall be made prior to the reconsideration of the review authority, and all costs associated with the reconsideration shall be paid by the applicant.

(Zoning Ord. dated 1/31/06, § 9117.14.)

(Ord. No. 1510, § 3(2), 9-11-17)

Public Notice Process- Surrounding Cities

City Name	Pop(2021)	Phone #	Newspaper	Mail to PO	Website	Other
Banning	**30,273**		**Yes**	**Yes-300ft-10days**		
Norco	26,077	(951) 270-5661				**DID NOT RESPOND**
Hemet	90,436	(951) 765-2375				**DID NOT RESPOND**
Wildomar	37,189	(951) 677-7751 ext 203				**DID NOT RESPOND**
Desert Hot Springs	32,716	(760) 329-6411	Yes	Yes-300ft-10days	Yes	NA
San Jacinto	55,290	(951) 487-7330	Yes	Yes-300ft-10days	Yes	NA
Calimesa	10,893	(909) 795-9801				**DID NOT RESPOND**
La Quinta	38,181	(760) 777-7023	Yes	Yes-500ft-10 days	Yes	Posted on Message Board-CH & Post Office- Enotifcations for non public hearing notices
Eastvale	71,375	(951) 703-4460	Yes	Yes-300ft-14days	Yes	Posted on Message Board-CH
Yucaipa	54,739	(909) 797-2489	Yes	Yes-300ft-14days	Yes-GIS map	GIS map update w/plans- Project complete city contacts neighborhood for comments- Only project site sign notice Multi-family
Jurupa Valley	106,941	(951) 332-6464 ext 134				**DID NOT RESPOND**
Palmdale	165,761	(626) 267-5200	Yes	Yes & Tenants -500/700/1000ft-10/14days	No	Posted on 4 Message Boards + 10/20 day project site posting

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration and Introduction of Ordinance 1598, Adding a New Chapter 1.32 to Title 1 of the Banning Municipal Code and Amending Other Sections of the Banning Municipal Code to Create and Implement a Comprehensive Cost Recovery Program for All Nuisance Abatement Actions, and Making a Determination of Exemption under CEQA**

RECOMMENDATION:

Waive full reading and introduce, as read by title only, Ordinance 1598. An Ordinance of the City of Banning, California, Adding a New Chapter 1.32 to Title 1 of the Banning Municipal Code and Amending Other Sections of the Banning Municipal Code to Create and Implement a Comprehensive Cost Recovery Program for All Nuisance Abatement Actions.

BACKGROUND:

AB 2495: Cost Recovery in Criminal Code Enforcement Cases (January 1, 2019)

Assembly Bill 2495 puts limitations on [Cities with their] cost recovery in criminal code enforcement cases. Passed in the California Assembly and Senate with almost unanimous support, the bill limits [the] local agencies' ability to recover costs under certain circumstances.

AB 2495 adds Section 688.5 to the California Penal Code, which prohibits a local agency from charging a defendant for the costs of an investigation, prosecution, or appeal in a criminal case, such as criminal violations of a local ordinance.

Various state laws authorize local governments to declare what is a nuisance, and also to approach Code Enforcement either administratively, civilly or criminally. A local entity may also pursue cost recovery options as long as they have adopted a local ordinance specifically allowing for it. Typically, costs are recovered in connection with civil litigation or administrative enforcement actions. Before adoption of AB 2495, some cities also sought recoupment of various enforcement costs in connection with criminal cases. AB 2495 was drafted in response. Before this change in the law, the recovery of attorney's fees in connection with a criminal case was sought by some, but not all local agencies. But numerous local agencies regularly sought recovery of investigation costs and other costs incurred by code enforcement staff. Reimbursement of these enforcement costs was typically transparent — accomplished either by an agreement during the plea bargain process or by a judge's order judge as restitution.

Assembly Bill 2495 may affect how attorneys and courts handle pending cases in which this recovery is sought. Cities and counties should revise their ordinances that purport to authorize cost recovery in a criminal context. Municipalities may still recover costs through administrative processes, but local

agencies will no longer be able to seek costs related to the investigation and prosecution of a criminal case.

(Primary sponsors: Chad Mayes, Eduardo Garcia; Bill number: AB-2495; Status: Enacted)

JUSTIFICATION:

The City Council conducted a workshop on August 22, 2023 that reviewed the functions, resources and staffing associated with the Code Enforcement Division. In addition, the Council regularly receives updates on the Code Enforcement Statistics generated from the previous month. Currently, the Department is fully staffed within the parameters set by the City Council; nevertheless, the amount and complexity of active cases, combined with at least a half-dozen cases referred to the City's Code Enforcement Legal Counsel (Silver & Wright) and regular enforcement of unpermitted Sidewalk Street Vendors, staffing resources are not sufficient to efficiently and effectively manage every element under our charge.

Code Enforcement activities rarely result in 100% cost recovery of all labor and equipment costs (both "hard" and "soft" costs) and with the passage of AB 2495, the ability to recover costs associated with investigations and attorney's fees were further eliminated. These investigation services are required in order to ensure and preserve the Due Process Rights (4th and 14th Amendment protections afforded by the U.S. Constitution). As such, if detailed and timely investigations were not conducted, then the violators could have their cases dismissed based upon a "lack of due process protections", which further contributes to the degradation and blythe of our community. In effect, the City is prohibited from collecting reimbursement from property owners and businesses that continue to operate illegally and perpetuate a public nuisance and threat to public safety.

AB 2495 specifically states, "A local entity may also pursue cost recovery options as long as they have adopted a local ordinance specifically allowing for it." Therefore, Ordinance 1599 has been prepared by the City's Code Enforcement Legal Counsel - Silver & Wright, reviewed by the City Attorney's Office, and forwarded to City Council, by the Community Development Director, for Introduction of the First Reading.

FISCAL IMPACT:

The City's Code Enforcement Legal Counsel - Silver & Wright works on contingency, based upon the recovery of certain costs received through the Receivership Process that is pursued for properties that qualify as a Public Nuisance and constitute a clear threat to the Public Safety and Welfare. As such, no cost was incurred for the preparation of this Ordinance.

The City Attorney's Office has reviewed the Ordinance Draft, and provided suggested changes to staff, in their regular course of business operations and contracted services to the City. While a specific dollar amount is not yet tabulated, this review does not constitute more than a couple hours.

The Community Development Director acted as the primary staff contact with the City's Legal Team and prepared the staff report under his normal duties. As such, no additional costs were incurred that are not already allocated for this position.

Approximate Costs are: $2,670.00 in staff time and $750.00 in advertising with the Record Gazette.

ALTERNATIVES:

1. Do Not Conduct the First Reading and Provide Direction to Staff
2. Continue this Item and Provide Direction to Staff
3. Request Additional Input, Research, Justification, etc. from Staff

ATTACHMENTS:

1. Ordinance 1598, Nuisance Abatement

2. 08-22-23 CC_Code E. Workshop.pdf
3. AB 2495 (Penal Code Section 688.5)_09-05-2018.pdf

ORDINANCE 1598

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, ADDING A NEW CHAPTER 1.32 TO TITLE 1 OF THE BANNING MUNICIPAL CODE AND AMENDING OTHER SECTIONS OF THE BANNING MUNICIPAL CODE TO CREATE AND IMPLEMENT A COMPREHENSIVE COST RECOVERY PROGRAM FOR ALL NUISANCE ABATEMENT ACTIONS

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Findings and Purpose.

A. Article XI, section 7, of the California Constitution authorizes the City of Banning ("City") to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with the general laws.

B. Government Code Sections 36901, 38771, 38773.1, and 38773.5 authorize the City to enact ordinances establishing what constitutes public nuisances, procedures for abating nuisance conditions, procedures for recovery of all costs and attorneys' fees related to abatement of nuisances, and procedures for collection of civil penalties.

C. Violations of the Banning Municipal Code ("BMC") threaten the health, safety, and welfare of the public, burden scarce City resources, and diminish the quality of life in the City and, therefore, constitute public nuisances.

D. The City recognizes that responding to and abating public nuisances and other violations of law, including the BMC, is costly, time-consuming, and burdensome.

E. The City finds that effective code enforcement requires comprehensive cost recovery tools and procedures.

F. Recovery of costs from parties responsible for violating applicable laws and maintaining public nuisances will enable the City to replenish resources needed to meet the increasing demands on code enforcement and public services.

SECTION 2. The above recitals are true and correct and are incorporated herein

SECTION 3. California Environmental Quality Act Findings. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) of the CEQA Guidelines (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project, the City Council finds that this Ordinance is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 4. Section 1.20.150 ("Procedures") of Chapter 1.20 ("Administrative Citations") of Title 1 ("General Provisions") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**1.20.150 - Procedures.**

The city manager is hereby authorized to promulgate such policies and procedures as are necessary for the successful implementation of this divisions. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity, including, but not limited to, those provided in Chapter 1.32 of this code."

SECTION 5. Section 1.28.070 ("Violations Deemed Public Nuisances") of Chapter 1.28 ("General Penalty") of Title 1 ("General Provisions") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**1.28.070 - Violations deemed public nuisances.**

In addition to other penalties provided by law, any condition caused or permitted to exist in violation of any provision of this Code or any other ordinance of the city, or any such threatened violation, shall be deemed a public nuisance and may be abated as such by the city, and each day that such condition continues shall be regarded as a new and separate offense. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity, including, but not limited to, those provided in Chapter 1.32 of this code."

SECTION 6. A new Chapter 1.32 is hereby added to Title 1 ("General Provisions") of the Banning Municipal Code, and is to read in its entirety as follows:

"**Chapter 1.32 COST RECOVERY**

Sections:

1.32.010 - Cost recovery program.

1.32.020- Definitions.

1.32.030 - Nuisance abatement cost recovery.

1.32.040 - Attorneys' fees and costs.

1.32.050 - Collection remedies.

1.32.060 - Administrative procedure for recovering abatement costs.

1.32.070 - Abatement costs hearing.

1.32.080 - Service.

1.32.090 - Nuisance abatement lien.

1.32.100 - Special assessment.

1.32.110 - Notice of pendency of nuisance abatement action.

1.32.120 - Collection by court judgment.

1.32.130 - Collection costs.

1.32.140 - Interest.

1.32.010 - Cost recovery program.

This chapter is intended to create a comprehensive cost recovery program as authorized by law for the abatement of public nuisances and the enforcement of this code. The provisions of this chapter shall supersede and replace any inconsistent provisions contained within this code.

1.32.020 - Definitions.

For purposes of this chapter, the following definitions shall apply, unless the context clearly indicates otherwise:

"Abatement costs" means and includes all costs, expenses, fines, and fees, such as administrative expenses, administrative fines, civil fines, penalties, staff time, variable costs, fixed costs, inspection costs, investigation costs, enforcement costs, abatement costs, litigation fees, litigation costs, hearing costs, attorneys' fees and costs, and all other costs and expenses related to, arising out of, or incurred by the city relating to any enforcement action pursuant to this code to the fullest extent permitted by law.

"City manager's designee" means and includes the city manager or the person designated by the city manager to fulfill the responsibilities required by this chapter.

"Collection costs" means any costs, expenses, or fees, including attorneys' fees, that are incurred by the city to enforce or collect upon any unpaid abatement costs or any other amounts owed to the city or the public pursuant to this code.

"Decision" means the decision of the hearing officer at the conclusion of an administrative hearing held in accordance with this chapter.

"Enforcement Official" means and includes any city employee or agent of the city authorized by this code, the city council, or the city manager to enforce any provision of this code.

"Hearing costs" means and includes all costs, expenses, and fees, including gearing officer fees and attorneys' fees, related to any administrative hearing held pursuant to this chapter.

"Interested party" or "interested parties" means and includes each person or entity with a legal interest in any nuisance property that is the subject of a nuisance abatement action.

"Invoice" means the invoice identifying all abatement costs that the city is entitled to recover

related to a nuisance abatement action.

"Nuisance" and "public nuisance" means and includes any violations of this code, any adopted code, any state or federal law, or any other unlawful or nuisance condition.

"Nuisance abatement action" means any code enforcement activity or nuisance abatement activity taken by the city, including, but not limited to, any legal action, administrative action, or civil action intended to cause or compel compliance with, or to enforce any, provisions of this code, any adopted codes, or any applicable state or federal laws. For purposes of the city's cost recovery rights, a "nuisance abatement action" shall not include any criminal action or proceeding.

"Nuisance property" means the parcel of real property containing nuisance conditions that is the subject of a nuisance abatement action.

"Responsible party" or "responsible parties" means and includes all parties responsible for causing, allowing, or maintaining a public nuisance, including, but not limited to, the owners, trustees, managers, custodians, tenants, lessees, licenses, beneficiaries, and occupants of the nuisance property upon which a public nuisance was caused, allowed, or maintained.

"Requesting party" means and includes any responsible party or interested party to whom an invoice has been issued that properly requests a hearing on the amount of abatement costs as required by this chapter.

1.32.030 - Nuisance abatement cost recovery.

The city is entitled, and is hereby authorized, to recover all abatement costs related to, arising out of, or incurred by the city as a result of any nuisance abatement action to the fullest extent permitted by law. Each responsible party shall be jointly and severally liable to the city for all the city's abatement costs.

1.32.040 - Attorneys' fees and costs.

If the city elects at the initiation of any nuisance abatement action to seek attorneys' fees, the prevailing party in such nuisance abatement action shall be entitled to recover its reasonable attorneys' fees, not to exceed the amount of reasonable attorneys' fees incurred by the city in the nuisance abatement action. In the event the city prevails, the attorneys' fees awarded to the city shall be included as abatement costs. Non-prevailing parties shall be jointly and severally liable for all attorneys' fees and costs owed to the prevailing party. The city shall be deemed the prevailing party in a nuisance abatement action if a nuisance condition is proven to have existed on a nuisance property when the city initiated its nuisance abatement action even if the nuisance condition is cured prior to the conclusion of the nuisance abatement action.

1.32.050 - Collection remedies.

In addition to any other remedy set forth in this code or provided by law, the city is authorized to initiate any administrative or civil action to recover all abatement costs, and to pursue recovery of all abatement costs in any nuisance abatement action to the fullest extent permitted by law. Each of the responsible parties shall be jointly and severally liable for all

abatement costs. Unpaid abatement costs may be recovered as a lien and special assessment against the nuisance property, as provided in this chapter.

1.32.060 - Administrative procedure for recovering abatement costs.

A. The administrative cost recovery procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity.

B. In accordance with the provisions of this chapter, the city shall serve upon each responsible party and each interested party an invoice identifying all abatement costs related to a nuisance abatement action.

C. Any responsible party or interested party to whom an invoice has been issued shall have forty-five days from the date of the invoice to remit full payment of the invoice to the city. Payment shall be submitted to the city as specified in the invoice. The invoice shall further indicate that any unpaid amounts may become a lien and special assessment against the nuisance property.

D. Any responsible party or interested party to whom an invoice has been issued may, within fifteen days from the date of the invoice, request a hearing on the amount of abatement costs. A request for hearing must be made in writing to the city clerk and contain the following information:

1. The requesting party's full legal name.

2. The requesting party's mailing address for service.

3. The requesting party's phone number.

4. The amount of abatement costs disputed.

5. The specific legal and factual grounds for all disputes of the invoice and abatement costs.

E. The failure of any responsible party or interested party to properly and timely request a hearing shall constitute a waiver by that party of that party's right to contest the invoice and the abatement costs, a waiver by that party of that party's right to a hearing, a failure by that party to exhaust that party's administrative remedies, a bar to any further challenge to the invoice and abatement costs by that party, and an admission by that party to that party's liability for the abatement costs as assessed.

1.32.070 - Abatement costs hearing.

A. If a hearing is timely and properly requested, the city manager's designee shall appoint a neutral and impartial hearing officer to hold and conduct an administrative hearing in accordance with this chapter. A hearing officer shall be

a neutral third-party contracted by the city and selected in a manner that avoids the potential for any bias against any parties to the hearing. The hearing officer's compensation, if any, shall be paid by the city; however, the non-prevailing parties shall be jointly and severally liable to reimburse the city for the costs of the hearing and the hearing officer's compensation. The hearing officer's compensation shall not be directly or indirectly conditioned upon the outcome of the hearing.

B. The city shall endeavor to set a hearing within sixty days from the date that a timely and proper hearing request is filed, or upon any other date mutually agreed upon by all parties to the hearing. The city shall provide notice of the date, time, and location of the hearing to all requesting parties at least ten days prior to the hearing. The hearing notice shall specify that failure by a requesting party to appear at the hearing will constitute a waiver of that party's right to contest the invoice and the abatement costs, a waiver of that party's right to a hearing, a failure by that party to exhaust their administrative remedies, a bar to any further challenge to the invoice and the abatement costs by that party, and an admission to that party's liability for the abatement costs as assessed. Failure by the city to strictly comply with this provision shall not invalidate the invoice, the decision, the hearing notice, the administrative hearing, nor the city's cost recovery rights. The hearing officer shall hold an informal administrative hearing. Formal rules of evidence shall not apply to this hearing; however, there shall be an opportunity to present testimony, documentary evidence, and other evidence to the hearing officer, and to cross-examine witnesses. Only the requesting parties and the city may participate in the hearing.

C. Administrative citations, administrative orders, administrative decisions, criminal convictions, civil judgments, and other similar proceedings, unless being actively and validly contested or appealed, shall be conclusive as establishing the adjudicated matters, such as the identity of the responsible parties and the existence of the nuisances, and those adjudicated matters shall not be subject to dispute at the abatement costs hearing.

D. The hearing officer may continue the hearing and request additional information as is reasonable and necessary.

E. Not later than thirty days after the date on which the administrative hearing concludes, the hearing officer shall issue a written decision approving, denying, or modifying the amount of the abatement costs that the city is entitled to recover. The hearing officer's decision shall be final. The city shall serve notice of the hearing officer's decision in accordance with this chapter. Failure by the hearing officer to strictly comply with this provision shall not invalidate the invoice nor the decision.

F. The hearing costs shall be advanced by the city; however, the non-prevailing parties shall be ultimately liable to reimburse the city for the hearing costs. If any cost recovery is upheld, even in part, the city shall be the prevailing party, and the requesting parties shall be liable to the city for the hearing costs in proportion to the amount of abatement costs upheld by the hearing officer. If cost recovery is

entirely denied, the requesting parties shall be the prevailing parties and shall not be liable to reimburse the city for the hearing costs.

G. If the city is the prevailing party, the hearing officer's decision shall order the responsible parties to pay the confirmed amount of abatement costs to the city within thirty days, and shall specify that any confirmed abatement costs not paid within thirty days shall become a lien and special assessment against the nuisance property.

1.32.080 - Service.

A. Whenever a notice or document is required to be served by this chapter, unless specifically provided otherwise, it may be served by any one of the following methods:

1. Personal service on the party.

2. First-class or certified mail to the party at that party's last known address.

3. By posting in a conspicuous place at the entrance to the nuisance property.

4. For any party registered with the Secretary of State, by certified mail to that party's agent for service of process at the address registered with the Secretary of State, or as otherwise permitted by law. For any such party required to register with the Secretary of State that has not designated an agent for service of process with the Secretary of State, then a notice may be served on that party by certified mail to the Secretary of State.

5. By email when an email address is provided by that party.

6. In any other manner reasonably calculated to effectuate notice.

B. Service by posting shall be deemed effective at the time of posting. Service by mail shall be deemed effective upon deposit in the mail.

C. The failure of any party to receive any notice or document served in accordance with this chapter shall not affect the validity of the notice or document, the validity of its service, any proceeding conducted pursuant to that notice or document, nor the city's cost recovery rights.

D. Unless otherwise provided in the invoice, all notices and documents required to be served on the city pursuant to this chapter must be personally served or mailed to the city clerk's office. The notice or document must be received by the city within the time specified for service.

1.32.090 - Nuisance abatement lien.

A. If the abatement costs are upheld, in full or in part, by the hearing officer, or if the time for requesting a hearing has elapsed and the invoice has not been paid in full within the time designated by this chapter, the city may record a nuisance abatement lien against the nuisance property for any unpaid amount.

B. Prior to recording a nuisance abatement lien, the city shall serve notice of the lien on all persons or entities with a recorded interest in the nuisance property. In addition, the owners of record shall be served with notice of the lien at the address provided in the last equalized assessment roll or the supplemental roll for the nuisance property, whichever is more current, in the same manner as a summons in a civil action in accordance with Code of Civil Procedure, part 2, title 5, chapter 4, article 3 (commencing with Section 415.10). If the owner of record cannot be found after diligent search, notice of the lien may be served by posting a copy of the notice in a conspicuous place upon the nuisance property for a period of ten days.

C. In the event that the lien is discharged, released, or satisfied, then notice of the discharge, release, or satisfaction shall be recorded on the nuisance property.

D. If the lien is not satisfied within ninety calendar days, the city may foreclose on the lien.

E. Notice of the lien shall be in the form substantially as follows:

NOTICE OF ABATEMENT LIEN

(Claim of City of Banning)

Pursuant to Banning Municipal Code ("BMC") Chapter 1.32, on or about [MONTH] [DAY], [YEAR], the City of Banning ("City") instituted a nuisance abatement action against the herein described parcel of real property intended to cause or compel compliance with the BMC. The City has incurred costs, expenses, and fees that have not been reimbursed by the responsible parties. Accordingly, the City is entitled to, and hereby claims, a lien against the nuisance property in the amount of $[AMOUNT], plus interest, until this amount has been paid in full and discharged of record. The record owner of the nuisance property is [RECORD OWNER NAME]. The nuisance property is the parcel of real property located in the City of Banning, County of Riverside, State of California at [STREET ADDRESS], Banning, California [ZIP], Assessor's Parcel Number [APN]. The legal description for the nuisance property is:

[LEGAL DESCRIPTION]

Dated: [MONTH] [DAY], [YEAR]

_____

City Manager's
Designee City of

Banning, California

1.32.100 - Special assessment.

A. If the abatement costs are upheld, in full or in part, by the hearing officer, or if the time for requesting a hearing has elapsed and the invoice has not been paid in full within the time designated by this chapter, the city may levy a special assessment against the nuisance property for any unpaid amount. The special assessment may also be recorded against the nuisance property. The recording shall specify that the nuisance property may be sold by the county after three years by the tax collector for the unpaid delinquent assessments.

B. Prior to recording, the city shall serve notice by certified mail of the special assessment on all persons or entities with a recorded interest in the nuisance property.

C. Notice of the special assessment shall be provided to the tax collector for the county to add to the next regular tax bill levied against the nuisance property, and it shall be collected at the same time and in the same manner as ordinary taxes are collected, subject to the same penalties and procedures under foreclosure and sale in case of delinquency as provided for other taxes.

D. After recordation, the special assessment may be foreclosed on as a lien in the manner and means provided by law.

E. The recorded special assessment shall be in the form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT LIEN

(Claim of City of Banning)

Pursuant to Banning Municipal Code ("BMC") Chapter 1.32, on or about [MONTH] [DAY], [YEAR], the City of Banning ("City") instituted a nuisance abatement action against the herein described parcel of real property intended to cause or compel compliance with the BMC. The City has incurred costs, expenses, and fees that have not been reimbursed by the responsible parties. Accordingly, the City is entitled to, and hereby claims, a special assessment lien against the nuisance property in the amount of $[AMOUNT], plus interest, until this amount has been paid in full and discharged of record. The record owner of the nuisance property is [RECORD OWNER NAME]. The nuisance property is the parcel of real property located in the City of Banning, County of Riverside, State of California at [STREET ADDRESS], Banning, California [ZIP], Assessor's Parcel Number [APN]. The legal description for the nuisance property is:

[LEGAL DESCRIPTION]
Dated: [MONTH] [DAY], [YEAR]

_____

City Manager's

Designee City of
Banning, California

1.32.110 - Notice of pendency of nuisance abatement action.

Upon initiating any nuisance abatement action, the enforcement official may record a notice of pendency of nuisance abatement action ("NoP") with the county recorder's office. The NoP shall identify the city's enforcement and cost recovery rights. Any costs associated with recording, or withdrawing, a NoP shall constitute abatement costs subject to recovery pursuant to this chapter.

1.32.120 - Collection by court judgment.

In addition to any other available remedies, the city may bring a civil action and obtain a judgment in the superior court for the purpose of collecting any unpaid abatement costs imposed pursuant to this chapter. That action may be filed as a small claims, limited civil, or unlimited civil case, depending on the amount at issue.

1.32.130 - Collection costs.

The City is entitled to recover all collection costs incurred by the city to enforce or collect upon any unpaid abatement costs or any other amounts owed to the city or the public pursuant to this code. The parties owing the amounts being collected shall be jointly and severally liable to the city for those collection costs. The liable parties shall be given notice and an opportunity to contest the collection costs in the same manner as for abatement costs pursuant to this chapter. Collection costs are subject to enforcement and collection in the same manner and means as abatement costs.

1.32.140 - Interest.

The city is entitled to recover interest at the legal rate, currently ten percent per year, on any overdue abatement costs, collection costs, or other amounts owed to the city pursuant to this code. The liable parties for the overdue amounts shall be jointly and severally liable for the interest as well. Interest is subject to enforcement and collection in the same manner and means as abatement costs."

SECTION 7. Section 5.04.290 ("Remedies Cumulative") of Chapter 5.04 ("Licenses Generally") of Title 5 ("Business Licenses and Regulations") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**5.04.290 Remedies cumulative.**

The conviction and punishment of any person for engaging in any business without first obtaining a certificate to conduct such business shall not relieve such person from paying the business tax fee due and unpaid at the time of such conviction, nor shall the payment of any business tax fee prevent a criminal prosecution for the violation of any of the provisions of this chapter. All remedies prescribed hereunder shall be cumulative and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the

provisions hereof. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity, including, but not limited to, those provided in Chapter 1.32 of this code."

SECTION 8. Section 8.12.040 (Additional Authority) of Chapter 8.12 ("Registration of Vacant Properties") of Title 8 ("Health and Safety") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**8.12.040 Registration.**

In addition to the enforcement remedies established in Chapters 1.20 and 1.28 of this code, the City of Banning code enforcement division shall have the authority to require the beneficiary/trustee/owner and/or owner of record of any property affected by this chapter to implement additional maintenance and/or security measures including, but not limited to, securing any/all door, window or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, or other measures as may be reasonably required to arrest the decline of the property. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity, including, but not limited to, those provided in Chapter 1.32 of this code."

SECTION 9. Section 8.32.130 ("Declaration of Nuisance") of Chapter 8.32 ("Graffiti Prevention and Removal") of Title 8 ("Health and Safety") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**8.32.130 - Declaration of nuisance.**

The existence of graffiti within the city limits is a public nuisance and may be abated in accordance with the procedures set forth in chapter 8.48. The cost for the abatement of graffiti may be recovered in accordance with the cost recovery provisions also set forth in chapter 8.48. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity, including, but not limited to, those provided in Chapter 1.32 of this code."

SECTION 10. Section 8.48.550 ("Nuisances—General") of Article IV ("Cost Recovery") of Chapter 8.48 ("Nuisances") of Title 8 ("Health and Safety") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**8.48.550 - Nuisances—General.**

In addition to other penalties provided by law, any condition caused or permitted to exist in violation of any provision of this Code shall be deemed a public nuisance and may be summarily abated as such by the city, and each day such condition continues shall constitute a new and separate offense. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity, including, but not limited to, those provided in Chapter 1.32 of this code."

SECTION 11. Section 10.28.170 ("Remedies") of Chapter 10.28 ("Abandoned Vehicles" of Title 10

("Vehicles and Traffic") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**10.28.170 - Remedies.**

All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility of abating and removing an abandoned, wrecked, dismantled, or inoperative vehicle or parts thereof. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the city by law or in equity, including, but not limited to, those provided in Chapter 1.32 of this code."

SECTION 12. Severability. If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal, or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect.

SECTION 13. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and the City Clerk shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED AND ADOPTED this 00th day of Month 2024.

Alberto Sanchez, 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 Ordinance 1598 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 00th day of Month 2024, and was duly adopted at a regular meeting of said City Council on the 00th day of Month 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

CITY COUNCIL SPECIAL MEETING
CODE ENFORCEMENT WORKSHOP
AUGUST 22, 2023

The Code Enforcement division responds to citizen complaints and proactively identifies code violations on public and private property, protecting the health and safety of the community. This division also ensures voluntary resolution of issues City-wide by enforcing the City's municipal codes.

Empowering Legislation

- Article XI, Section 7, of the **California** Constitution
- A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

  (Sec. 7 added June 2, 1970, by Prop. 2. Res.Ch. 331, 1969.)

- **Penal Code: Chapter 4.2 - Code Enforcement Officers [829.5 - 829.7]**
  - ✓ *Each local jurisdiction that employs **code enforcement** officers shall develop **code enforcement** officer safety standards appropriate for the **code enforcement** officers employed in their jurisdiction.*

    (Added by Stats. 2021, Ch. 637, Sec. 2. (SB 296) Effective January 1, 2022.)

Code Enforcement Definition

CODE ENFORCEMENT DEFINITION:

"Code Enforcement is the prevention, detection, investigation and enforcement of violations of statutes or ordinances regulating public health, safety, and welfare, public works, business activities and consumer protection, building standards, land-use, or municipal affairs."





What is a Code Officer?







1949

What is a Code Officer? *(cont'd)*







Code Enforcement Definition *(Expanded)*

"Code enforcement is a function, local governments perform, that citizens consider important for accomplishing community goals, such as protecting property values and the environment. Code Enforcement is a process whereby local governments use various techniques to gain compliance with duly-adopted regulations such as land use and zoning ordinances, health and housing codes, sign standards, and uniform building and fire codes.

In recent years, federal and state regulations governing air and water quality and the transport and storage of hazardous wastes, and requirements for implementing the Americans with Disabilities Act have come into play. Local governments are now obliged to include enforcement of these rules and regulations in the array of responsibilities they assume for protecting the public health and welfare.

Code Enforcement Definition *(cont'd)*:

- Local enforcement officials ensure compliance with policies, codes, rules, regulations and permits in a proper, timely fashion within the limits of the law.
- Officials must be fully acquainted with the adoption process and the thinking behind the regulations they enforce as well as the legal limits placed on them.
- Conversely, those who write the laws must understand the problems particular to enforcement and administration as the codes and regulations are implemented.
- The Code Enforcement Official is a unique public servant whose responsibility lies squarely between policy making and the realms of law enforcement and litigation.
- Enforcement applies laws to specific properties, either by using warnings and notices to persuade voluntary compliance or by filing court actions.
- Elected and Enforcement Officials are obligated to understand the management of the code enforcement function and the entire complex process.

Code Enforcement Process

1 Step
Complaint Received

A complaint is received, and a case is opened. It's referred and closed if it pertains to another department.

2 Step
Initiate Investigation

An investigation is launched. This may include research, interviews, sending correspondence, inspecting and making determinations.

3 Step
Enforcement
(if necessary)

This step may include written warnings, orders to correct, citations and fees, vacating order, and/ or enforcement of permits.

4 Step
Hearing
(if necessary)

Can appeal to a hearing officer. Process includes scheduling and holding a hearing and issuing final notices. A decision is made.

5 Step
Close Case

Final processing occurs when the complaint is referred, unfounded, or abated. A case can be closed at any point in the process.

Thank you!

Questions & Comments?

Contact Information

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Community Development Director

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arush@banningca.gov

Contact Information

Curtis Wright, Esq.

Silver & Wright, LLP

(909) 833-5420

cwright@silverwrightlaw.com

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 2495

CHAPTER 264

An act to add Section 688.5 to the Penal Code, relating to criminal procedure.

[Approved by Governor September 5, 2018. Filed with Secretary of State September 5, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2495, Mayes. Prosecuting attorneys: charging defendants for the prosecution costs of criminal violations of local ordinances.

Existing law establishes various procedures applicable to criminal prosecutions.

This bill would, with exceptions, prohibit a city, county, or city and county, including an attorney acting on behalf of a city, county, or city and county, from charging a defendant for the costs of investigation, prosecution, or appeal in a criminal case, including, but not limited to, a criminal violation of a local ordinance.

The people of the State of California do enact as follows:

SECTION 1. Section 688.5 is added to the Penal Code, to read:

688.5. (a) A city, county, or city and county, including an attorney acting on behalf of a city, county, or city and county, shall not charge a defendant for the costs of investigation, prosecution, or appeal in a criminal case, including, but not limited to, a criminal violation of a local ordinance. This prohibition shall not apply in any civil action or civil proceeding.

(b) This section shall not apply to any of the following:

(1) A violation of Section 186.8, 186.11, or 670.

(2) Costs ordered by a court pursuant to paragraph (1) of subdivision (d) of Section 17062 of the Health and Safety Code.

(3) A violation of Section 1871.4 of the Insurance Code.

(4) A violation of Section 3700.5 of the Labor Code.

(5) A violation of Section 19542.3, 19701, 19701.5, 19705, 19706, 19720, 19721, 30165.1, 30482, 38800, 46701, 46702, 46704, or 46705 of the Revenue and Taxation Code.

(6) A violation of Section 2126 of the Unemployment Insurance Code.

(7) A violation of any other provision of state law where recovery of the costs of investigation, prosecution, or appeal in a criminal case is specifically authorized by statute or ordered by a court. This paragraph does not apply to a local ordinance.

(c) Nothing in this section shall be interpreted to affect the authority of a probation department to assess and collect fees or other charges authorized by statute.

(d) For the purposes of this section, the term "costs" means the salary, fees, and hourly rate paid to attorneys, law enforcement, and inspectors for hours spent either investigating or enforcing the charged crime. Costs shall not include the cost, including oversight, to remediate, abate, restore, or otherwise clean-up harms caused by criminal conduct.

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Discussion of Policy to Prohibit Use of Personal Cell Phones on Dais During Meetings.**

RECOMMENDATION:

A motion directing the City Manager to prepare a policy prohibiting the use of personal cell phones on the dais during public meetings.

BACKGROUND:

Council Member Flynn requested a future agenda item to discuss the use of personal cell phones on the dais. Many city councils have debated the issue of personal digital device use on the dais and some have adopted policies ranging from complete bans on use of personal devices to voluntarily turning off devices during meetings. However, it is frequently recognized that use of electronic devices is necessary because a growing number of cities no longer use printed agenda materials. In fact, many inland empire cities have transitioned to electronic agendas only.

While receiving text messages during meetings isn't illegal, it could create legal problems if a council member receives a message pertaining to a quasi-judicial matter during a hearing if the message is not shared. Generally, city councils have recognized, at a minimum, the value of having personal digital devices for emergency communications with family members and care givers.

JUSTIFICATION:

A City Council policy and amendment to the Manual of Procedures would be appropriate, if the City Council supports a policy prohibiting the use of personal cell phones on the dais during meetings.

FISCAL IMPACT:

Staff time involved with preparation of a policy and resolution is estimated to be less than 10 hours at an average hourly rate of approximately $80 for a total cost of less than $1,000.

ALTERNATIVES:

1. Direct City Manager to prepare a policy and resolution prohibiting use of cell phones on the dais during public meetings.
2. Take no action.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Animal Shelter and Animal Control Services**

RECOMMENDATION:

Direct City Manager to provide A.R.E. Animal Rescue with termination notice to be effective June 30, 2024.

BACKGROUND:

The decision to terminate the Agreement with A.R.E. Animal Rescue is neither questioned nor opposed. I believe the decision to terminate the Agreement is in the best interest of all concerned. However, 90 days does not provide adequate time to negotiate a contract, obtain approvals and implement. Our previous contract with Riverside County provided a 180-day termination provision because that is a minimum timeframe for a transition of this type. The City cannot afford to take on the cost of a contract with Riverside County Department of Animal Services.

A proposal from Riverside County Animal Services was received on December 12, 2023. Riverside County will not provide Animal Shelter Services without also providing Animal Control Services, which means we will need to lay off our two Animal Control Officers. The County daily impound fee is $34.10, which means every impounded cat or dog will incur a charge to the City of $341.00 after the minimum 10 day holding time. Some animals will be recovered by the owners, but as we've experienced, the majority of animals will not be picked up by the owners so fees will continue to be charged until those animals are adopted or euthanized. Using the 2020 statistics (last year of previous County contract) and 2023 statistics, the contract cost is likely to exceed $900,000 annually. These costs will be direct City costs. This is a cost increase of $600,000 annually and will increase per CPI. It can be argued that costs will be less, but budgeting best practices are to conservatively estimate revenues and to estimate expenditures using data-based assumptions.

The City would not control animal impound costs under a contract with Riverside County that includes both animal control and animal shelter services. City animal control officers can be directed to prioritize reunification with the animal owner over impounding. The City could not provide that same direction to Riverside County Animal Control Officers.

2023 Statistics

$34.10 daily fee X 10 days = $341.00 (minimum 10 day holding period)

740 dogs X $341.00 = $252,234.00

1,081 cats X $341.00 = $368,621.00

TOTAL: $620,855.00

2020 Statistics

226 dogs X $34.10 = $77,066

106 cats X $341.00 = $36,146

TOTAL: $113,212

The expenses the City pays in addition to the $60,000 contract fee with ARE is less than $10,000 annually for propane and utilities. Costs for veterinary services will not change because the City is responsible for injured animals prior to impound. For example, if a stray dog is hit by a vehicle and requires veterinary care, the animal is taken to an emergency clinic and treated. Animal Control and the Clinic will attempt to locate the pet owner, but if that cannot be accomplished the City is responsible for the cost of services provided. After treatment and release, the animal will be transported to the shelter for impound, at which point the animal becomes the responsibility of the shelter operator.

Two full-time County ACO's will be an expense of $273,125 and will increase annually per COLA. Our current costs, including wages, benefits, vehicle leases, training, equipment, etc. is $250,000. From past experience, prior to 2021, we can expect the level of animal control service will decline.

JUSTIFICATION:

A timeframe of more than 90 days is required for transition from the contract animal shelter services provided by A.R.E. Animal Rescue to another option. In addition, the contract cost and proposal from Riverside County Department of Animal Services requires use of Riverside County for Animal Control Services.

FISCAL IMPACT:

A contract with Riverside County Animal Services will result in a significant annual cost increase for animal shelter and animal control services. Actual costs will depend upon number of pets impounded. Estimated increase cost is $500,000 annually.

ALTERNATIVES:

1. Direct City Manager to provide notice of contract termination to A.R.E. Animal Rescue effective June 30, 2024.
2. Direct City Manager to provide notice of contract termination to A.R.E. Animal Rescue effective [insert date].
3. Take no action. Previous City Council direction for 90-day notice of termination will remain effective.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Discuss Adding a City of Banning Identifier to the San Gorgonio Avenue Overpass**

RECOMMENDATION:

Discuss adding a City of Banning identifier to the San Gorgonio Avenue Overpass and provide direction to staff.

BACKGROUND:

Many City's have begun to add architectural features including their names ("City Identifier") on overpasses along interstates. These City Identifiers provide an opportunity for city's to brand, create recognition and provide a positive image for existing and future residents and visitors traveling to and by their city's, which could aid in additional economic development.

The City of Banning could add a City Identifier to the San Gorgonio overpass an enjoy those same benefits. In the limited research conducted by Public Work staff, it appears that a cost range for such an improvement could range from $500,000 to $1,500,000 depending on the design. The biggest challenge for this project would be funding. Funding sources could include grants (e.g. Clean California, etc.), finance districts (e.g. Infrastructure Finance Districts, etc.) and local funds. As of today the City does not have any funds allocated to this project.

If a majority interests exists, City Council could consider a few options:

Option #1: Do nothing.

Option #2: Direct staff to research grant opportunities and apply for grants as they become available. Some grants may require a match, which could be funded by local funds or other sources.

Option #3: Direct staff to procure architectural services to develop several architectural renderings to choose from and to develop high level cost estimates. The results of these efforts could assist in bolstering the City's grant applications.

The three options above are not intended to be an exhaustive list of options, but only those that would not require a large funding commitment at this time.

JUSTIFICATION:

A City Identifier on the San Gorgonio Avenue overpass could provide the City various benefits as described in this report.

FISCAL IMPACT:

The cost for the preparation of a grant application(s) would range from $10,000 to $25,000 depending on the requirements of the grant guidelines and level of effort.

The cost for the preparation of architectural renderings and estimates would range from $20,000 to $30,000.

ALTERNATIVES:

1. Direct to move forward with one of the options listed in this report.
2. Provide alternative direction to staff.

ATTACHMENTS:

1. Identifier Examples.pdf


CITY OF
HIGHLAND
Running Springs North
Big Bear Lake
330
1/4 MILE

1962

1963



1964

1965

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
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Assembly Bill No. 2495

CHAPTER 264

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STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
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State of California

ELECTIONS CODE

Section 4004

4004. (a) "Small city" means a city with a population of 100,000 or less, as determined by the annual city total population rankings by the Demographic Research Unit of the Department of Finance.

(b) "Eligible entity" means a school district or a special district.

(c) Notwithstanding Sections 1500 and 4000, an election in a small city or an eligible entity may be conducted wholly as an all-mail ballot election, subject to the following conditions:

(1) The legislative body of the small city or the governing body of the eligible entity, by resolution, authorizes the use of mailed ballots for the election.

(2) The election is a special election to fill a vacancy in the legislative body or governing body.

(3) The election is not held on the same date as a statewide primary or general election.

(4) The election is not consolidated with any other election.

(5) The return of voted mail ballots is subject to Section 3017.

(Amended by Stats. 2005, Ch. 86, Sec. 2. Effective July 19, 2005.)

STATE OF CALIFORNIA
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State of California

ELECTIONS CODE

Section 1500

1500. The established mailed ballot election dates are as follows:

(a) The first Tuesday after the first Monday in May of each year.

(b) The last Tuesday in August of each year.

(Amended by Stats. 2018, Ch. 58, Sec. 1. (AB 3259) Effective January 1, 2019.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
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State of California

ELECTIONS CODE

Section 1000

1000. The established election dates are as follows:

(a) The first Tuesday after the first Monday in March of each even-numbered year that is evenly divisible by four.

(b) The first Tuesday after the first Monday in March of each odd-numbered year.

(c) The second Tuesday of April in each even-numbered year.

(d) The first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four.

(e) The first Tuesday after the first Monday in November of each year.

(Amended by Stats. 2020, Ch. 111, Sec. 4. (SB 970) Effective January 1, 2021.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 36512

36512. (a) If a vacancy occurs in an appointive office provided for in this chapter, the council shall fill the vacancy by appointment. A person appointed to fill a vacancy holds office for the unexpired term of the former incumbent.

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.

(e) (1) If the city council of a city that elects city council members by or from districts elects to fill a vacancy on the city council by appointment as a result of a city council member resigning from office, the resigning city council member may cast a vote on the appointment if the resignation will go into effect upon the appointment of a successor. A city council member shall not cast a vote for a family member or any other person with whom the city council member has a relationship that may create a potential conflict of interest.

(2) If a city council member elects to cast a vote under this subdivision, the city council member shall be prohibited from the following actions for a period of two years after the appointment of a successor:

(A) Advocating on any measure or issue coming before the city council in which the city council member may have a personal benefit.

(B) Entering into a contract of any kind with the city or a city vendor.

(C) Accepting a position of employment with the city or a city vendor.

(D) Applying for a permit that is subject to the approval of the city council.

(3) This subdivision shall not apply to any city council member who is resigning from the city council due to charges of, or conviction for, corruption or criminal behavior, or who is subject to a recall election.

(Amended by Stats. 2015, Ch. 185, Sec. 1. (AB 952) Effective January 1, 2016.)

STATE OF CALIFORNIA
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ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 1770

1770. An office becomes vacant on the happening of any of the following events before the expiration of the term:

(a) The death of the incumbent.

(b) An adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his or her office for the remainder of his or her term. This subdivision shall not apply to offices created by the California Constitution nor to federal or state legislators.

(c) (1) His or her resignation, except as provided in paragraph (2).

(2) In the case of the office of city council member, upon the delivery of a letter of resignation by the resigning council member to the city clerk. The letter of resignation may specify a date on which the resignation will become effective.

(d) His or her removal from office.

(e) His or her ceasing to be an inhabitant of the state, or if the office be local and one for which local residence is required by law, of the district, county, or city for which the officer was chosen or appointed, or within which the duties of his or her office are required to be discharged.

(f) His or her absence from the state without the permission required by law beyond the period allowed by law.

(g) His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law.

(h) His or her conviction of a felony or of any offense involving a violation of his or her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered. For purposes of this subdivision, "trial court judgment" means a judgment by the trial court either sentencing the officer or otherwise upholding and implementing the plea, verdict, or finding.

(i) His or her refusal or neglect to file his or her required oath or bond within the time prescribed.

(j) The decision of a competent tribunal declaring void his or her election or appointment.

(k) The making of an order vacating his or her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond.

(*l*) His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that

event the office shall not be deemed vacant until the order of commitment has become final.

(m) (1) The incumbent is listed in the Excluded Parties List System and all of the following subparagraphs apply:

(A) The office is one that the incumbent holds ex officio, by virtue of holding another office, or as an appointee.

(B) The appointed or ex officio office is on the governing board of a local agency that is, or may reasonably be expected to be, a participant or principal in a covered transaction, pursuant to federal law.

(C) A federal agency head or designee has not granted the incumbent an exception, in writing, permitting the incumbent to participate in a particular covered transaction in which the local agency is, or may reasonably be expected to be, a participant or principal.

(2) For purposes of this subdivision, the following terms have the following meanings:

(A) "Excluded Parties List System" means the list maintained and disseminated by the federal General Services Administration containing names of, and other information about, persons who are debarred, suspended, disqualified, or otherwise excluded from participating in a covered transaction, pursuant to federal law.

(B) "Local agency" includes, but is not limited to, a county, whether general law or chartered, city, whether general law or chartered, city and county, school district, municipal corporation, district, political subdivision, or any board, commission, or agency of one of these entities.

(C) "Federal law" includes, but is not limited to, federal regulations adopted pursuant to Section 2455 of Public Law 103-355 (108 Stat. 3327), Executive Order No. 11738, Executive Order No. 12549, and Executive Order No. 12689.

(3) This subdivision shall not apply to an elective office.

(Amended by Stats. 2014, Ch. 725, Sec. 1. (AB 1795) Effective January 1, 2015.)

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TASK ORDER NO: BEU-01-A-01

Date: May 23, 2023

Project Description: Commercial and Residential Direct Install Programs

Participating Member: Banning Electric Utility ("Participant")

Consultant or Contractor: Eagle Systems International, Inc. DBA Synergy Companies ("Consultant" or "Contractor")

This Task Order No. BEU-01-A-01 amends Task Order No. BEU-01, and is issued pursuant to the Master Professional Services Agreement between SCPPA and Consultant dated October 15, 2020, and as amended on December 16, 2021 ("Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated October 15, 2020, and Amended on December 16, 2021.

Amendment to Task Order No. BEU-01

This Task Order No. BEU-01-A-01 shall amend the "Compensation and Schedule" provision in Task Order No. BEU-01 to read as follows:

> **Compensation and Schedule**
>
> This Task Order is effective from July 1, 2022 to October 15, 2023 with a not to exceed amount of **$200,000**. Consultant shall invoice BEU monthly, after completion of onsite energy assessments, installation of energy measures, and delivery of final reports to BEU and BEU customers.

Except as amended herein, all other terms and conditions of Task Order No. No. BEU-01 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have signed this Task Order BEU-01-A-01 as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

_____

ARMANDO ARBALLO
Assistant General Counsel

EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

By: DocuSigned by: Matthew Clark 63B4B265096C42E...

MATTHEW CLARK
Vice President of Business Development

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

BANNING ELECTRIC UTILITY

By: DocuSigned by: Doug Schulze 0AD14BA217CE497...

DOUG SCHULZE
City Manager

DocuSign Envelope ID: 7B392C3F-7008-46BF-8A58-4AE87A36EC0E

AMENDMENT NO. 2
TO THE MASTER GOODS AND SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

This Amendment No. 2 to the Master Professional Services Agreement between the Southern California Public Power Authority ("SCPPA") and the Eagle Systems International, Inc. DBA Synergy Companies ("Contractor") (the "Agreement"), is made and entered into this 20th day of July 2023.

WHEREAS, on October 15, 2020, the SCPPA Board of Directors approved and adopted Resolution 2020-107 to authorize SCPPA to execute the Agreement;

WHEREAS, the Agreement is dated October 15, 2020;

WHEREAS, the Agreement has a term of three years with the option to extend the term of the Agreement for one (1) additional term of three (3) years;

WHEREAS, on December 16, 2021, SCPPA executed Amendment No. 1 to the Agreement to increase the contract not to exceed amount and update the insurance and standard of care provisions provided in the Agreement;

WHEREAS, SCPPA and Contractor wish to implement an update to update the SCPPA - Synergy Residential Efficiency Services and Products List and the SCPPA - Synergy NonResidential Efficiency Services Products List identified in Exhibit A of the Agreement;

WHEREAS, SCPPA and Contractor wish to extend the term of the Agreement for an additional term of three (3) years and increase the contract not to exceed amount from ten million two hundred and fifty thousand dollars ($10,250,000.00) to eighteen million five hundred fifty thousand ($18,550,000.00).

NOW, THEREFORE, in consideration of the premises herein, and for good and valuable consideration, the Parties agree as follows:

1. The SCPPA - Synergy Residential Efficiency Services and Products List and the SCPPA - Synergy NonResidential Efficiency Services and Products List identified in Exhibit A of the Agreement shall be superseded and replaced with the SCPPA - Synergy Residential Efficiency Services and Products List and the SCPPA - Synergy NonResidential Efficiency Services Products List provided in Exhibit 1 of this Amendment No. 2 to the Agreement.

2. Pursuant to Section 10 of the Agreement, the term of the Agreement shall be extended for one (1) additional term of three (3) years so that the Agreement shall now expire on October 15, 2026.

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3. The cost of all goods and services provided during the term of the Agreement, including reimbursement of reasonable out-of-pocket expenditures, shall not eighteen million five hundred fifty thousand ($18,550,000.00).

4. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this amendment on behalf of the party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
Michael S. Webster
B6AA32131A0046E...

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:

DocuSigned by:
Christine Godinez
61AD937485BC4C6...

_____

CHRISTINE GODINEZ
General Counsel

and;

EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES

DocuSigned by:
Matthew Clark
63B4B265096C42E...

By: _____

MATTHEW CLARK
Vice President of Business Development

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EXHIBIT 1

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SCPPA - Synergy Residential Efficiency Services and Products List

Manufactured-Mobile Homes, Multifamily Dwellings, and Single Family Residences

Services and Products are calculated as an ALL-INCLUSIVE DIRECT-INSTALL PRICE (Includes Material, Labor, Marketing, Administration)

#	Technology	Residential Measures	Unit Definition	Standard Unit Price	Volumetric Pricing (500 + Annual Installations)	Volumetric Pricing (1,000 + Annual Installations)
Air Conditioning						
R-1	Air Conditioning	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow)	per system	$ 290.40	$ 283.14	$ 275.88
R-2	Air Conditioning	Attic solar fan - Large (up to 3000 sq ft 1900 CFM and 50W	per household	$ 1,031.25	$ 1,005.47	$ 979.69
R-3	Air Conditioning	Attic solar fan - Medium (up to 2000 sq ft 1275 CFM and 20 W)	per household	$ 981.75	$ 957.21	$ 932.66
R-4	Air Conditioning	Attic solar fan - Small (upto 1200sq ft 850 CFM & 10 watt)	per household	$ 981.75	$ 957.21	$ 932.66
R-5	Air Conditioning	Brushless motor 1/2 HP per ton	per ton	$ 184.94	$ 180.31	$ 175.69
R-6	Air Conditioning	Ceiling Fan w/ light-all 53-60"	per fixture	$ 412.50	$ 402.19	$ 391.88
R-7	Air Conditioning	Ceiling Fan w/ light-all medium 42-52 "	per fixture	$ 369.40	$ 367.50	$ 365.50
R-8	Air Conditioning	Ceiling Fan w/ light-all small 37-41"	per fixture	$ 321.75	$ 313.71	$ 305.66
R-9	Air Conditioning	Ceiling Fan with No light Kit Large 53-60"	per fixture	$ 412.50	$ 402.19	$ 391.88
R-10	Air Conditioning	Ceiling Fan with No light Kit Medium 42-52"	per fixture	$ 359.40	$ 357.50	$ 365.50
R-11	Air Conditioning	Ceiling Fan with No light Kit Small-37-41"	per fixture	$ 321.75	$ 313.71	$ 305.66
R-12	Air Conditioning	HVAC Duct Crossover Replacement - Manufactured Homes	per ton	$ 274.74	$ 267.87	$ 261.00
R-13	Air Conditioning	HVAC Duct Return Retrofit - Manufactured Homes	per ton	$ 272.63	$ 265.82	$ 259.00
R-14	Air Conditioning	HVAC Duct Test and Seal	per system	$ 493.63	$ 481.28	$ 468.94
R-15	Air Conditioning	HVAC Duct Test and Seal - **w/SoCalGas Program**	per system	$ 222.48	$ 216.91	$ 211.35
R-16	Air Conditioning	HVAC Efficient Fan Control	per system	$ 199.38	$ 194.39	$ 189.41
R-17	Air Conditioning	HVAC Smart Programmable Thermostat	per stat	$ 389.00	$ 379.28	$ 369.55
R-18	Air Conditioning	HVAC Smart Programmable Thermostat - **w/SoCalGas Program**	per stat	$ 250.00	$ 243.75	$ 237.50
R-19	Air Conditioning	Programmable Thermostat	per fixture	$ 107.25	$ 104.57	$ 101.89
R-20	Air Conditioning	Room AC Replacement	per unit	$ 957.00	$ 933.08	$ 909.15
R-21	Air Conditioning	Whole House Fan - 1500 CFM	per home	$ 1,451.58	$ 1,415.29	$ 1,379.00
R-22	Air Conditioning	Whole House Fan - 2500 CFM	per home	$ 1,893.68	$ 1,846.34	$ 1,799.00
R-23	Air Conditioning	Whole House Fan - 3300 CFM	per home	$ 2,065.26	$ 2,013.63	$ 1,962.00
R-24	Air Conditioning	Whole House Fan - 4800 CFM	per home	$ 2,350.53	$ 2,291.76	$ 2,233.00
R-25	Air Conditioning	Whole House Fan - 5500 CFM	per home	$ 2,522.11	$ 2,459.05	$ 2,396.00
R-26	Air Conditioning	Window Evap coolers	per system	$ 1,485.00	$ 1,447.88	$ 1,410.75
Appliances						
R-27	Appliance	Microwave oven	per fixture	$ 206.25	$ 201.09	$ 195.94
R-28	Appliance	Refrigerator Replacement & recycling-top mount freezer-16-18 cu ft	per fridge	$ 1,443.75	$ 1,407.66	$ 1,371.56
R-28	Appliance	Refrigerator Replacement & recycling-top mount freezer-19-21 cu ft	per fridge	$ 1,636.25	$ 1,595.34	$ 1,554.44
Audits						
R-29	Audits	Energy and/or Water Audit (from basic to comprehensive analysis)	per household	$ 99 - 450	$ 94 - 429	$ 89 - 409
Fees						
R-30	Fees	Minimum trip charge	per trip	$ 99.00	**Waived**	**Waived**
Lighting						
R-31	Lighting	LED A Lamp (6-9w)	per lamp	$ 13.75	$ 13.41	$ 13.06
R-32	Lighting	LED A Lamp (6-9w) - Member Provided	per lamp	$ 6.88	$ 6.70	$ 6.53
R-33	Lighting	LED Candelabra	per lamp	$ 13.75	$ 13.41	$ 13.06
R-34	Lighting	LED Ceiling Flushmount (1 Bulb) 4 ft. White	per fixture	$ 136.13	$ 132.72	$ 129.32
R-35	Lighting	LED Ceiling Flushmount (2 Bulb) 4 ft. White	per fixture	$ 204.88	$ 199.75	$ 194.63
R-36	Lighting	LED Flood Lamp (11-12w)	per lamp	$ 21.12	$ 20.59	$ 20.06
R-37	Lighting	LED Hardwired Ceiling Fixture (Circle) (17w)	per fixture	$ 128.59	$ 125.38	$ 122.16
R-38	Lighting	LED Hardwired Porch Light	per fixture	$ 126.67	$ 123.50	$ 120.33
R-39	Lighting	LED Night Lights	per lamp	$ 13.74	$ 13.39	$ 13.05
R-40	Lighting	LED R-30	per lamp	$ 35.75	$ 34.86	$ 33.96
R-41	Lighting	LED R-40	per lamp	$ 49.50	$ 48.26	$ 47.03
R-42	Lighting	LED Retrofit 8 ft. and 4 ft. Light Fixtures with LED Kit	per fixture	$ 198.00	$ 193.05	$ 188.10
R-43	Lighting	Occupancy sensor	per sensor	$ 75.63	$ 73.73	$ 71.84
R-44	Lighting	Solar Tubes	per fixture	$ 1,395.63	$ 1,360.73	$ 1,325.84
R-45	Lighting	Standard T8 to LED T8 Plug and Play - 2 foot	per lamp	$ 31.35	$ 30.57	$ 29.78
R-46	Lighting	Standard T8 to LED T8 Plug and Play - 3 foot	per lamp	$ 37.95	$ 37.00	$ 36.05
R-47	Lighting	Standard T8 to LED T8 Plug and Play - 4 foot	per lamp	$ 42.08	$ 41.02	$ 39.97
R-48	Lighting	Standard T8 to LEDT8 Plug and Play - 8 foot	per lamp	$ 72.60	$ 70.79	$ 68.97
Plug Loads						
R-49	Plug Load Control	Smart Power Strip (Tier 2)	per fixture	$ 181.50	$ 176.96	$ 172.43
R-50	Plug Load Control	Smart Power Strip (Tier 2) - Install Only	per fixture	$ 66.00	$ 64.35	$ 62.70
R-51	Plug Load Control	Smart Power Strip (Tier 1)	per strip	$ 74.25	$ 72.39	$ 70.54
R-52	Plug Load Control	Smart Power Strip (Tier 1) - Install Only	per strip	$ 33.00	$ 32.18	$ 31.35
Pumps and Motors						
R-53	Pumps and Motors	Variable speed drive pool pump - Residential	per pump	$ 2,406.25	$ 2,346.09	$ 2,285.94
Water - Indoor						
R-54	Water - Indoor	Faucet aerators - bath	per fixture	$ 9.56	$ 9.32	$ 9.08
R-55	Water - Indoor	Faucet aerators - bath **w/SoCalGas Program**	per fixture	$ 5.00	$ 4.88	$ 4.75
R-56	Water - Indoor	Faucet aerators - kitchen	per fixture	$ 13.68	$ 13.34	$ 13.00
R-57	Water - Indoor	Faucet aerators - kitchen **w/SoCalGas Program**	per fixture	$ 7.50	$ 7.31	$ 7.13
R-58	Water - Indoor	Low Flow Showerhead	per fixture	$ 25.44	$ 24.80	$ 24.17
R-59	Water - Indoor	Low Flow Showerhead **w/SoCalGas Program**	per fixture	$ 12.50	$ 12.19	$ 11.88
R-60	Water - Indoor	Low Flow Showerhead - Handheld	per fixture	$ 46.06	$ 44.91	$ 43.76
R-61	Water - Indoor	Low Flow Showerhead - Handheld **w/SoCalGas Program**	per fixture	$ 23.00	$ 22.43	$ 21.85

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R-62	Water - Indoor	Low Flow Toilet - 1.1 GPF	per fixture	$ 577.50	$ 563.06	$ 548.63
R-63	Water - Indoor	Low Flow Toilet - 1.28 GPF	per fixture	$ 522.50	$ 509.44	$ 496.38
R-64	Water - Indoor	Ultra Low Flow Toilet - 0.8 GPF	per fixture	$ 618.75	$ 603.28	$ 587.81
R-65	Water - Indoor	Thermostatic Shower Valve	per fixture	$ 58.44	$ 56.98	$ 55.52
Water - Outdoor						
R-66	Water - Outdoor	Weather Based Irrigation Controller	per unit	$ 397.38	$ 387.44	$ 377.51
Weatherization						
R-67	Weatherization	Add R-19 Attic insulation (up to R30)	per sq ft	$ 1.79	$ 1.74	$ 1.69
R-68	Weatherization	Add R-19 Attic insulation (up to R30) - **w/SoCalGas Program**	per sq ft	$ 0.41	$ 0.40	$ 0.39
R-69	Weatherization	Add R-38 Attic insulation (up to R38)	per sq ft	$ 2.09	$ 2.05	$ 1.99
R-70	Weatherization	Attic / Whole House Seal	per sq ft	$ 0.54	$ 0.52	$ 0.51
R-71	Weatherization	Blower door test-in only	per test	$ 168.78	$ 164.56	$ 160.34
R-72	Weatherization	CAS testing (if desired or required by installation standards)	per test	$ 67.38	$ 65.69	$ 64.01
R-73	Weatherization	Deeply Buried Ducting, R-60 Attic Insulation, Attic Plane Sealing, Duct Test and Seal	per sq ft	$ 2.59	$ 2.55	$ 2.52
R-74	Weatherization	Door shoe	per door	$ 27.50	$ 26.81	$ 26.13
R-75	Weatherization	Door Threshold	per door	$ 27.50	$ 26.81	$ 26.13
R-76	Weatherization	Door weatherstripping flat type	per door	$ 67.38	$ 65.69	$ 64.01
R-77	Weatherization	Hot water heater wrap	per wrap	$ 70.13	$ 68.37	$ 66.62
R-78	Weatherization	Minor home repair	per hour	$ 68.06	$ 66.36	$ 64.66
R-79	Weatherization	Pipe Insulation	per system	$ 39.88	$ 38.88	$ 37.88
R-80	Weatherization	Shade screens-mobile	100 sq ft	$ 824.31	$ 803.70	$ 783.10
R-81	Weatherization	Shade screens-multifamily	100 sq ft	$ 824.31	$ 803.70	$ 783.10
R-82	Weatherization	Shade screens-single family	100 sq ft	$ 909.36	$ 886.62	$ 863.89

*** If SCPPA members desire to install measures that are not contained on the residential list, Synergy will provide a proposal for their implementation with the SCPPA member before implementation. Synergy will add these measures to the SCPPA price list as part of future SCPPA price list updates if the measure has perceived value for all SCPPA members.**

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SCPPA - Synergy NonResidential Efficiency Services and Products List

Small Commercial, Industrial, and Institutional Facilities

Services and Products are calculated as an ALL-INCLUSIVE DIRECT-INSTALL PRICE (Includes Material, Labor, Marketing, Administration)

#	Non-Residential Measures	Technology	Unit Definition	Standard Unit Price	Volumetric Pricing (500 + Annual Installations)	Volumetric Pricing (1,000 + Annual Installations)
Air Conditioning						
N-1	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow) < 10 Ton	Air Conditioning	per ton	$ 90.75	$ 88.48	$ 86.21
N-2	AC Tune-up (Refrigerant Charge, Condenser Coil Clean and Airflow) > 10 Ton	Air Conditioning	per ton	$ 99.75	$ 97.75	$ 95.50
N-3	Brushless motor 1/2 HP per ton	Air Conditioning	per ton	$ 184.94	$ 180.31	$ 175.69
N-4	Brushless motor 3/4 HP per ton	Air Conditioning	per ton	$ 192.94	$ 188.11	$ 183.29
N-5	HVAC Efficient Fan Control	Air Conditioning	each	$ 199.38	$ 194.40	$ 189.41
N-6	Programmable Thermostat	Air Conditioning	each	$ 195.00	$ 190.13	$ 185.25
N-7	Smart Programmable Thermostat	Air Conditioning	each	$ 389.00	$ 379.28	$ 369.55
N-8	Smart Programmable Thermostat **w/SoCalGas Program**	Air Conditioning	each	$ 250.00	$ 243.75	$ 237.50
Audits						
N-9	Energy and/or Water Audit (from basic to comprehensive analysis)	Audits	each	$ 99 - 450	$ 94 - 429	$ 89 - 409
Fees						
N-10	Minimum trip charge	Fees	per trip	$ 99.00	**Waived**	**Waived**
Lighting						
N-11	≤100W Area/Street Light 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-12	≤100W LED Gas Station Canopy Light 5000K	Lighting	each	$ 495.00	$ 482.63	$ 470.25
N-13	≤120W LED Canopy Light 5000K	Lighting	each	$ 216.25	$ 210.84	$ 205.44
N-14	≤13W LED Downlight (Recess) 4 Inch 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-15	≤150W Area/Street Light 5000K	Lighting	each	$ 999.50	$ 974.51	$ 949.53
N-16	≤200W LED Gas Station Canopy Light 5000K	Lighting	each	$ 595.00	$ 580.13	$ 565.25
N-17	≤22W LED Downlight (Recess) 6 Inch 5000K	Lighting	each	$ 39.50	$ 38.51	$ 37.53
N-18	≤30W LED Flood Light	Lighting	each	$ 179.50	$ 175.01	$ 170.53
N-19	≤35W LED Downlight (Recess) 8 Inch 5000K	Lighting	each	$ 111.25	$ 108.47	$ 105.69
N-20	2 ft 2L U6 LED Retrofit	Lighting	each	$ 69.50	$ 67.76	$ 66.03
N-21	2ft LED Flat Panel Retrofit	Lighting	each	$ 149.50	$ 145.76	$ 142.03
N-22	3FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 79.95	$ 77.95	$ 75.95
N-23	3FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.95	$ 97.45	$ 94.95
N-24	4FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 69.50	$ 67.76	$ 66.03
N-25	4ft 1L LED New Fixture	Lighting	each	$ 108.59	$ 104.59	$ 101.59
N-26	4FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 79.95	$ 77.95	$ 75.95
N-27	4ft 2L LED New Fixture	Lighting	each	$ 189.50	$ 184.76	$ 180.03
N-28	4ft 2L LED Retrofit Kit and Elec. Ballast (8ft 1L retrofit)	Lighting	each	$ 139.00	$ 135.53	$ 132.05
N-29	4FT 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.95	$ 97.45	$ 94.95
N-30	4ft 3L LED New Fixture	Lighting	each	$ 210.00	$ 204.75	$ 199.50
N-31	4FT 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 109.00	$ 106.28	$ 103.55
N-32	4ft 4L LED New Fixture	Lighting	each	$ 235.00	$ 229.13	$ 223.25
N-33	4ft 4L LED Retrofit Kit and Elec. Ballast (8ft 2L retrofit)	Lighting	each	$ 149.00	$ 145.28	$ 141.55
N-34	4ft LED Panel Retrofit Kit New Fixture	Lighting	each	$ 179.50	$ 175.01	$ 170.53
N-35	4ft Tube Guard	Lighting	each	$ 9.00	$ 8.78	$ 8.55
N-36	8FT 1L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 86.88	$ 84.70	$ 82.53
N-37	8ft 1L LED New Fixture	Lighting	each	$ 135.74	$ 130.74	$ 126.99
N-38	8FT 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 99.94	$ 97.44	$ 94.94
N-39	8ft 2L LED New Fixture	Lighting	each	$ 236.88	$ 230.95	$ 225.03
N-40	8ft 2L LED Retrofit Kit and Elec. Ballast (8ft 1L retrofit)	Lighting	each	$ 173.75	$ 169.41	$ 165.06
N-41	8FT 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 124.94	$ 121.81	$ 118.69
N-42	8ft 3L LED New Fixture	Lighting	each	$ 262.50	$ 255.94	$ 249.38
N-43	8FT 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 136.25	$ 132.84	$ 129.44
N-44	8ft 4L LED New Fixture	Lighting	each	$ 293.75	$ 286.41	$ 279.06
N-45	8ft 4L LED Retrofit Kit and Elec. Ballast (8ft 2L retrofit)	Lighting	each	$ 186.25	$ 181.59	$ 176.94
N-46	8ft LED Panel Retrofit Kit New Fixture	Lighting	each	$ 224.38	$ 218.77	$ 213.16
N-47	8ft Tube Guard	Lighting	each	$ 12.00	$ 11.70	$ 11.40
N-48	Chandelier 3W LED Dimmable Candelabra	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-49	Electronic Ballast (low/medium/high)	Lighting	each	$ 49.50	$ 48.26	$ 47.03
N-50	Green or Red Photo luminescent Exit Sign (Double Sided)	Lighting	each	$ 299.50	$ 292.01	$ 284.53
N-51	Green or Red Photo luminescent Exit Sign (Single Sided)	Lighting	each	$ 150.00	$ 146.25	$ 142.50
N-52	HID to ≤100W LED Highbay 5000K (Warehouse)	Lighting	each	$ 499.50	$ 487.01	$ 474.53
N-53	HID to ≤240W LED Highbay 5000K (Warehouse)	Lighting	each	$ 699.50	$ 682.01	$ 664.53
N-54	Highbay T5 2L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 109.50	$ 106.76	$ 104.03
N-55	Highbay T5 3L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 125.00	$ 121.88	$ 118.75
N-56	Highbay T5 4L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 135.00	$ 131.63	$ 128.25
N-57	Highbay T5 6L LED Lamp and Elec. Ballast Plug-n-Play	Lighting	each	$ 155.00	$ 151.13	$ 147.25
N-58	LED downlight, screw-in-lamp, 1-3 W, interior	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-59	LED downlight, screw-in-lamp, 4-20 W, interior	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-60	LED Open or Exit Sign-Green or Red Replacement Battery Back-up	Lighting	each	$ 95.00	$ 92.63	$ 90.25
N-61	LED Wall Packs ≤100W LED Bulb	Lighting	each	$ 349.50	$ 340.76	$ 332.03
N-62	LED Wall Packs ≤150W LED Wallpack High Power	Lighting	each	$ 749.50	$ 730.76	$ 712.03
N-63	LED Wall Packs ≤200W LED Wallpack High Power	Lighting	each	$ 899.50	$ 877.01	$ 854.53
N-64	LED Wall Packs ≤30W LED Wall Pack 5000K	Lighting	each	$ 199.50	$ 194.51	$ 189.53
N-65	LED Wall Packs ≤60W LED Wall Pack 5000K	Lighting	each	$ 399.50	$ 389.51	$ 379.53
N-66	LED Wall Packs ≤80W LED Wall Pack High Power	Lighting	each	$ 399.50	$ 389.51	$ 379.53
N-67	LED Wall Packs ≤90W LED Wall Pack 5000K	Lighting	each	$ 449.50	$ 438.26	$ 427.03
N-68	Lighting Controls Motion Sensors	Lighting	each	$ 129.50	$ 126.26	$ 123.03
N-69	Lighting Controls with Daylight Harvesting	Lighting	each	$ 139.50	$ 136.01	$ 132.53
N-70	PAR16 / MR16 to LED ≤10 W	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-71	PAR16 / MR16 to LED 2-6 W	Lighting	each	$ 14.95	$ 14.58	$ 14.20

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N-72	PAR20 to LED 3-9W	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-73	PAR30 to LED 7-19W	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-74	PAR38 to LED 16-23W	Lighting	each	$ 29.95	$ 29.20	$ 28.45
N-75	Replacement to ≤12W A-type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-76	Replacement to ≤12W Globe-Type LED	Lighting	each	$ 19.95	$ 19.45	$ 18.95
N-77	Replacement to ≤7W Globe-Type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-78	Replacement to ≤9W A-type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
N-79	Replacement to ≤9W Globe-Type LED	Lighting	each	$ 14.95	$ 14.58	$ 14.20
Lighting - Refrigeration						
N-80	Refrigeration LED retrofit 4ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 199.50	$ 194.51	$ 189.53
N-81	Refrigeration LED retrofit 4ft 2L LED (Low Temp)	Lighting - Refrigeration	each	$ 299.50	$ 292.01	$ 284.53
N-82	Refrigeration LED retrofit 5ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 224.50	$ 218.89	$ 213.28
N-83	Refrigeration LED retrofit 6ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 244.50	$ 238.39	$ 232.28
N-84	Refrigeration LED retrofit 7ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 399.50	$ 389.51	$ 379.53
N-85	Refrigeration LED retrofit 8ft 1L LED (Low Temp)	Lighting - Refrigeration	each	$ 499.50	$ 487.01	$ 474.53
Pumps & Motors						
N-86	Commercial Grade Variable Speed Pool Pump	Pumps and Motors	each	$ 2,750.00	$ 2,681.25	$ 2,612.50
Refrigeration						
N-87	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	Refrigeration	each	$ 779.50	$ 760.01	$ 740.53
N-88	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer	Refrigeration	each	$ 25.00	$ 24.38	$ 23.75
N-89	Door Closer (pneumatic spring)	Refrigeration	each	$ 249.50	$ 243.26	$ 237.03
N-90	Freezer Curtains Medium Per Square Foot	Refrigeration	Square Foot	$ 14.95	$ 14.58	$ 14.20
N-91	Freezer Main Cooler Door Gaskets Low Temperature per Linear ft.	Refrigeration	Linear Foot	$ 19.50	$ 19.01	$ 18.53
N-92	Heavy duty UV Refrigeration Pipe-Insulation Linear ft.	Refrigeration	each	$ 19.50	$ 19.01	$ 18.53
N-93	Install Fan Controllers	Refrigeration	each	$ 499.50	$ 487.01	$ 474.53
N-94	Refrigerant charge for refrigerators/freezers (up to 3 lbs)	Refrigeration	each	$ 95.00	$ 92.63	$ 90.25
N-95	Refrigeration Curtains Medium Per Linear ft.	Refrigeration	each	$ 14.95	$ 14.58	$ 14.20
N-96	Refrigerator Main Cooler Door Gaskets Medium Temperature per Linear ft.	Refrigeration	each	$ 19.50	$ 19.01	$ 18.53
N-97	Replace Standard Fan Motors with Electronically Commutated Motors (ECM) (1/4 - 1 1/2 Hp)	Refrigeration	each	$ 349.50	$ 340.76	$ 332.03
N-98	Replace Standard Fan Motors with Electronically Commutated Motors (ECM) (1/47 - 1/4 Hp)	Refrigeration	each	$ 329.50	$ 321.26	$ 313.03
N-99	Split Systems w/Multiple Coils Tune-up	Refrigeration	each	$ 99.50	$ 97.01	$ 94.53
N-100	Suction Line Insulation (per linear foot)	Refrigeration	each	$ 9.25	$ 9.02	$ 8.79
N-101	Under Counter & Self Contained Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
N-102	Vending Machine Controls	Refrigeration	each	$ 281.00	$ 273.98	$ 266.95
N-103	Walk-In Cooler Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
N-104	Walk-In Freezer Tune-up	Refrigeration	each	$ 245.00	$ 238.88	$ 232.75
Water Efficiency - Indoor						
N-105	Dipper Wells	Water - Indoor	each	$ 299.50	$ 292.01	$ 284.53
N-106	Dual Flush Retrofits	Water - Indoor	each	$ 225.00	$ 219.38	$ 213.75
N-107	Faucet Aerators	Water - Indoor	each	$ 9.95	$ 9.70	$ 9.45
N-108	Faucet Aerators - **w/SoCalGas Program**	Water - Indoor	each	$ 5.00	$ 4.88	$ 4.75
N-109	Faucets	Water - Indoor	each	$ 249.50	$ 243.26	$ 237.03
N-110	Flushometer retrofits	Water - Indoor	each	$ 250.00	$ 243.75	$ 237.50
N-111	Premium High Efficiency Toilets (1.1 gpf or less)	Water - Indoor	each	$ 495.00	$ 482.63	$ 470.25
N-112	Pre-Rinse Spray Valve	Water - Indoor	each	$ 125.00	$ 121.88	$ 118.75
N-113	Pre-Rinse Spray Valve - **w/SoCalGas Program**	Water - Indoor	each	$ 62.00	$ 60.45	$ 58.90
N-114	Repair Toilet Flapper	Water - Indoor	each	$ 49.95	$ 48.70	$ 47.45
N-115	Shower Heads	Water - Indoor	each	$ 42.50	$ 41.44	$ 40.38
N-116	Shower Heads - **w/SoCalGas Program**	Water - Indoor	each	$ 21.00	$ 20.48	$ 19.95
N-117	Ultra Low Water Urinals (0.125 gpf or less)	Water - Indoor	each	$ 499.50	$ 487.01	$ 474.53
N-118	Zero Water Urinals (0 gpf)	Water - Indoor	each	$ 489.00	$ 476.78	$ 464.55
Water Efficiency - Outdoor						
N-119	High Efficiency Sprinkler Heads	Water - Outdoor	each	$ 24.50	$ 23.89	$ 23.28
N-120	Soil Moisture Sensors	Water - Outdoor	each	$ 59.00	$ 57.53	$ 56.05
N-121	Weather Based Irrigation Controllers	Water - Outdoor	each	$ 397.38	$ 387.44	$ 377.51